

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING
CITY HALL - COUNCIL CHAMBERS
DECEMBER 16, 2024
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
2. Motion to Approve the FY2025 Imagine the Possibilities Grant Agreement
3. Buy Local Information
4. SLPD City Code Enforcement Summary

E. Unfinished Business

F. New Business

1. Motion to Approve Rental Agreement with Storm Lake Towing, LLC for Impound Storage Facility
2. Motion to Authorize Staff to Sign and Approve the Water Recreation Access Cost-Share Grant contract with DNR
3. Resolution No. 43-R-2024-2025 Adopting Storm Lake's Airport Capital Improvement Program Submittal
4. Resolution No. 44-R-2024-2025 Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
5. Resolution No. 45-R-2024-2025 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance, And Levying A Tax To Pay The Notes; Approval of the Tax Exemption Certificate

6. Resolution No. 46-R-2024-2025 Approving Final Completion, Change Order No. 1, And Final Payment of Runway 17/35 Edge Lighting Replacement
7. Resolution No. 47-R-2024-2025 authorizing execution of a Termination Agreement by and between the City of Storm Lake and Storm Lake Development Group LLC terminating the Agreement for Private Development by and between the City of Storm Lake and Storm Lake Development Group LLC
8. Motion Setting A Public Hearing for the CDBG Well Project
9. Motion to Adopt Resolution No. 48-R-2024-2025 Approving Final Completion, Change Order No. 2, and Final Payment of the 2024 Memorial Road Street & Utilities Improvements Project
10. Motion to Adopt Resolution No. 49-R-2024-2025 Approving Final Completion, Change Order No. 3, and Final Payment of the Highway 7 & 110 Intersection Upgrade Project
11. 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

12/16/2024

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
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REPORT TO:

FROM:

SUBJECT: Consent Agenda

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements
- Approve December 2, 2024, Special City Council Minutes
- Approve December 2, 2024, Regular City Council Minutes
- Approve New Board of Adjustment Application for Mike Frantz - 3 year term
- Approve Tax Abatement for 1718 Rose Lane - Christopher Duitsman
- Approve FY2025 Imagine The Possibilities Grant Agreement
- Approve Renewal Liquor Licenses For Brewsters, Malarky's, Fareway
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$ 1,117,589.55
- King's Pointe & Sunrise Pointe Golf Course Bills: \$ 132,839.94

City Will Receive The Following Revenue:

- Liquor License Renewals: \$1,755.00

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RECOMMENDATION:

ATTACHMENTS:

1. 12.16.2024 Expense Report
2. King's Pointe Claims 11.28.2024 to 12.13.2024
3. 12/02/2024 City Council Minutes - Special
4. 12/02/2024 City Council Minutes
5. Tax Abatement Application - 1718 Rose Lane - Christopher Duitsman
6. Board of Adjustment New Application - Mike Frantz - 3 year term
7. Brewsters Liquor Application 2024
8. Legendary Hospitality LLC (Malarkys) Liquor Application 2024
9. Hy-Vee Store #1634 Wine Application 2025



Storm Lake, IA

Buy Local_v1

Payment Date Range: 12/05/2024 - 12/18/2024

Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	001035	Construction Debris	52.00
Mike's Electronics Inc	001196	Water Plant Lift VFD #2 - Services	13,674.05
		BVC Total:	13,726.05
Contract/Agreement			
Bolton & Menk, Inc	001024	Construction Services	34,932.50
Charles Sargent Irrigation Company, Inc	001209	Pay #7 of Well 21	84,723.57
Godbersen-Smith Construction Co., Inc	002165	Pay #12 of Hwy 7/110 Intersection (Less Ret	50,478.54
I & S Group, Inc	001103	Design Services	22,170.53
Landmark Structures I, LP	002489	Pay #7 of Tower 5 Concstruction	171,661.20
Reding's Gravel & Excavating Co., Inc	001132	Pay #7 (Final) of Memorial Road/Utilities- Le	12,632.98
SCE, LLC	001344	Casino Lift Station Repair	20,623.65
Woodruff Construction, Inc	002132	Water Damage Repairs #8	111,844.25
		Contract/Agreement Total:	509,067.22
Local			
A & A Automotive	001022	2015 Chevy Impala - Electrical, Battery	757.77
Central Bank	001025	Services	3,424.17
Fareway Stores, Inc	001535	Supplies	100.65
Fastenal Company	001033	Fasteners	23.28
Graffix Inc	001187	Promo Materials	656.98
Graham Tire	001093	2022 Chevy Tahoe - Tire	683.18
Iowa Office Supply Inc	001037	Vacuum	298.93
Jim Bartholomew	001069	December 2024 Airport Contract	7,636.65
Larson Oil & Distributing Co, Inc	001178	Propane	846.45
Long Lines	001077	Fax Line & Emergency Line Service	1,385.08
McCrea Eneterprises	001176	Brushes	10.00
North Lake Truck Repair	001177	Engine 74 - Engine Coolant Leak	261.29
O'Reilly Automotive Inc	001108	Diesel Treatment	23.98
Plumbing & Heating Wholesale, Inc	001126	HVAC Replacement	81.17
Qwest Corporation	001070	Telecommunications	90.93
Rebnord Technologies, Inc	001091	Outdoor Camera	130,321.56
Siouxland Certified Testing Services, Inc	001190	Memorial Road Testing Services	357.00
Stanton Electric, Inc	001264	Electrical Upgrades - Crescent Building	2,696.50
Stille Pierce & Pertzborn	001294	Add 24 Tahoe #2014	1,035.00
Storm Lake Ace Hardware	001216	Supplies	548.38
Storm Lake Hydraulics Co, Inc	001089	Hose - #3 Old Boom Truck	25.80
US Postal Service	001487	PO Box Fee	266.00
Vanish LLC	001212	November 2024 Towing Services	1,680.00
Verizon Wireless Services LLC	001075	Cell Phone Service	3,658.52
Visual Edge Inc	001063	Copier Maintenance Agreement	627.56
WalMart #01-1526	001153	Purchases	615.60
		Local Total:	158,112.43
Non-Local			
ABC Pest Control, Inc	001078	Pest Control - 1234 630th St	238.88
Ace Sign Displays	001808	Vinyl Numbers	160.00
Ahlers & Cooney, P.C.	001023	2024C Water SRF	24,891.00
Alex Air Apparatus 2 LLC	002217	Supplies - Gloves, Rescue Device	869.33
ATCO Manufacturing Company	002172	Supply - Destroyer	6,557.40
Baker & Taylor, Inc	001957	Books	426.84
Barnes & Noble Booksellers, USA Inc	001274	Books	84.78
Bend Mailing Services, LLC	002013	Bill Printing Services	3,420.77

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Brodart Co.	001009	Books	12.88
Builders Sharpening & Service LLC	001011	Filters & Belts	170.63
Central Iowa Distributing, Inc	001026	Cleaning Supplies	1,381.90
Cintas First Aid & Safety	001094	Service Acknowledgement - Cabinet - Minus	239.44
Civic Plus	001706	Closed Captioning	10.69
Dorsey & Whitney LLP	001954	TIF Legal Services	8,015.00
Engel Agri-Sales, Co	001366	Mower Parts	198.73
Foundation Analytical Laboratory, Inc	001100	Testing	4,595.50
Galls, LLC	001305	Supplies - Sling Pad	144.89
Gumdrop Books	002316	Books	268.80
H-O-H Water Technology, Inc	001400	Chemicals	11,310.00
Holiday Inn Des Moines Airport	001488	Hotel	237.44
Ingram Library Services, Inc	001268	Books	200.52
International Code Council	001519	Oleson Membership	170.00
Iowa Department of Natural Resources	001286	2025 Annual UST Renewal	130.00
Iowa Lakes Corridor Development Corp	001639	FY2025 Cities Support	37,600.00
Iowa Police Chiefs Association	001109	Membership Renewal - 12/31/2025	125.00
Iowa Public Airport Association	001534	FY2025 Membership	200.00
Junior Library Guild	001672	Books	156.00
Kaleidoscope Marketing	001612	Ladies of the Lake mini feature	500.00
Kasperbauer Cleaners, Inc	002435	Maintenance - Floor Mats	40.62
Laurens House of Print Ltd	002161	Stamp	62.84
Linde Inc	001111	Chemicals	2,801.28
Macke Motors Inc	002559	2025 Chevy Silverado 2500	44,750.00
Marcus Lumber Company Corp	002011	Shop Repair Supplies	514.25
Maxfield LLC	002544	Housing Needs Analysis	4,450.00
Midwest Tape, LLC	001275	DVDs	170.92
Mississippi Lime Company	001095	Chemicals	29,227.99
Motorola Solutions, Inc	001937	Portable Radio	5,593.50
MRA Custom Applications, LLC	001553	Lime Hauling Services	17,616.15
MW Watermark, LLC	001772	Overhead Shifter	2,041.42
Pitney Bowes	001182	Postage Machine Agreement	244.50
Pitney Bowes Inc	001181	12/9/2024 Postage	1,500.00
PoliceApp.com, Inc	002299	Application Services	1,120.00
Response Graphics & Embroidery, LLC	002346	HM Fire Replacement	512.98
Rice Signs LLC	001446	Signs, Brackets	248.54
RL Fridley Theatres, Inc	001403	Discount Tickets	1,200.00
Schumacher Elevator Company	001200	Elevator Maintenance	244.46
SGS, LLC	002126	Garbage Services	1,352.62
State Industrial Products Corporation	002309	Wastewater Program	3,284.68
Taylor's Tins LLC	002348	Key Tins & Tags	398.00
The Advantage Companies, LLC	001004	Microfilming	2,865.00
Toyne, Inc	001277	Surge Tank Eng 72	2,465.40
Underground Location Company	001194	Contractual Services	119.20
UnityPoint Clinic- Occupational Medicine	001315	Testing Services	126.00
UnityPoint Health at Work - Fort Dodge	002330	New Hire - Testing - Sanchez	1,004.28
UPS	001121	Shipping	26.58
W. W. Grainger, Inc	001085	Supplies	1,656.07
Winona Controls, Inc	002449	Building Repairs/Maintenance - Freeze Protec	3,200.00
Winther, Stave & Co., LLP	001279	FY2024 Audit Services	5,000.00
Ziegler, Inc	001097	DFEG-14045 - Batteries	4,751.72
		Non-Local Total:	240,905.42
Payroll/Refunds			
Angel Palacios	002447	2024 Vol Life Ins Overcharge	55.29
Ben Seaman	002558	12.5.2024 Release	272.76
Beth Ann Dawson McPherran	001434	November 2024 Homebound	12.06
Brandon Ripke	001815	Certified Playground Safety Inspector Train/	93.00
Custodian of Petty Cash	001272	November 2024 Postage	5.11

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Friends of the Library	001758	December 2024 Friends CC	51.00
Jason Hoffman	002038	Certified Playground Safety InspectorTrain/1	93.00
Jessica Meyer	001150	2024 Vol Life Ins Overcharge	507.06
Matthew J Beckman	001991	2024 Vol Life Ins Overcharge	398.23
Mayra Martinez	001160	2024 Vol Life Ins Overcharge	647.61
		Payroll/Refunds Total:	<u>2,135.12</u>
		Grand Total:	923,946.24

King's Pointe Resort

Claims Publication

From 11/28/2024 to 12/13/2024

Vendor	Description	Amount
A-1 Preferred LLC	Services	\$ 1,708.65
ACCO Unlimited Corp	Supplies	\$ 46.23
Alliant Energy	Utilities	\$ 180.71
Amazon Capital Services Inc	Supplies	\$ 355.75
Basepoint Building Automations	Services	\$ 1,349.91
Bongaars	Supplies	\$ 30.98
Bunkers Feed Supply Inc	Supplies	\$ 262.45
Crescent Electric Supply	Supplies	\$ 3.15
CWT US	Services	\$ 884.00
Doll Distribution	Beverages	\$ 822.55
EC Mechnaical	Services	\$ 499.55
HyVee	Supplies	\$ 1,037.88
Johnson Brothers	Beverages	\$ 731.10
King's Pointe Payroll - 12/13	Payroll	\$ 87,419.66
Long Lines LLC	Utilities	\$ 1,487.29
Marcus Lumber	Supplies	\$ 5,473.95
Martin Brothers	Food	\$ 10,089.65
Mediacom	Utilities	\$ 955.80
Mid American Energy	Utilities	\$ 626.26
Midwestern Mechanical Inc	Services	\$ 880.00
Mike's Lawn Service	Services	\$ 66.46
Mood Media North America Holding	Services	\$ 125.17
Northwind Canada Inc	Services	\$ 159.00
Office Elements	Supplies	\$ 189.88
Pepsi Beverage Company	Beverages	\$ 527.20
Pest Elimination Division	Services	\$ 693.63
Plumbing & Heating Wholesale Inc	Supplies	\$ 1,317.69
Quore System LLC	Services	\$ 317.21
S&L Hospitality LLC	Contract	\$ 4,750.00
Sioux City Diocese	Services	\$ 140.00
Storm Lake Ace Hardware	Supplies	\$ 228.37
Sysco Iowa Inc	Food	\$ 8,013.51
Vestis	Services	\$ 660.18
Visual Edge IT	Services	\$ 806.12
		\$ 132,839.94

#REF!

**SPECIAL CITY COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL
COUNCIL CHAMBERS, DECEMBER 2, 2024, 4:00 PM**

**CITY OF STORM LAKE, SPECIAL CITY COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS, DECEMBER 2, 2024, 4:00 PM**

Present: Mayor Michael Porsch, Council Members Kevin McKinney, Maggie Martinez, Matt Ricklefs, Meg McKeon, and Maria Ramos (arrived at 5:04pm). Absent: Council Member Maria Ramos.

Staff Present: City Manager Keri Navratil and City Clerk Mayra Martinez.

Media Present: none.

Mayor Porsch called the meeting to order at 4:00 PM.

New Business

Closed Session Reference Iowa Code Chapter 21.5 (i) - to evaluate the City Manager during her annual evaluation. Moved by Council Member Martinez to approve Closed Session Reference Iowa Code Chapter 21.5 (i) - to evaluate the City Manager during her annual evaluation. Seconded by Council Member McKeon. Roll call vote: All ayes with Council Member Ramos Absent. Motion carried.

Council Member Maria Ramos arrived at 5:04 pm.

Those in closed session were the following: Mayor Porsch, Council Members McKeon, Ricklefs, Ramos, Martinez, and McKinney. Staff Present City Manager Keri Navratil and City Clerk Mayra Martinez.

Moved by Ricklefs to go into open session at 5:07 pm. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

Moved by Council Member Martinez to adjust City Manager's compensation to receive a 2% market rate adjustment beginning January 1, 2025 and a 3% raise July 1st, 2025 as comparable to regular staff and her vacation to accrue as designated in the employee handbook. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Martinez to adjourn at 5:09 pm. Seconded by Council Member Ricklefs. Roll call Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

Present: Mayor Porsch, Council Members, Kevin McKinney, Maggie Martinez, Maria Ramos, Meg McKeon, and Matt Ricklefs. Absent: None

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, Library Director Elizabeth Huff, Communications Coordinator Dana Larsen, Public Services Superintendent Brandon Ripke, Public Works Director Matt Beckman, Staff Accountant Tyler Gibbins, and City Clerk Mayra Martinez.

Media Present: None

Mayor Porsch called the meeting to order at 5:14 PM.

Pledge of Allegiance

Agenda - Council Member McKeon would like to remove the City claims expense report from the Consent agenda and add it to the regular Agenda. Moved by Council Member Martinez to move the City Claims Expense report from the Consent Agenda to the Regular City Council Agenda. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Disclosure by City Council Members – No items at this time.

Hear the Public- None

Consent Agenda - Moved by Council Member Ramos to approve the consent agenda which King's Pointe & Sunrise Pointe Disbursements, approve November 18, 2024, City Council Minutes, approve November 21, 2024, Special City Council minutes, approve November 26, 2024 Special City Council minutes, Acknowledge the October 2024 Library minutes, Acknowledge the October 2024 Airport minutes, Approve renewal Planning & Zoning Board application for Angie Andrade – 3 year term, Approve renewal liquor license for Smokin Hereford, approve Buy Local Information, and approve Police Department City Code Enforcement Update. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Unfinished Business – No items at this time.

New Business

Iowa Lakes Corridor – Iowa Lake Corridor President, Curt Strouth gave an Iowa Lake Corridor update and presented the annual membership request.

List of Bills - Moved by Council Member Martinez to approve list of bill includes list of Bills which include Check #'s 82210 through 82267, EFT #'s 1506, 5891 through 5925, DFT #'s 2400

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

through 2426 and 2428 through 2470 with the explanation of the \$162,000 refund to the Buena Vista County. Seconded by Council Member McKeon. Roll call vote: All ayes. Motion carried.

Fire Apparatus - Moved by Council Member McKeon to approve a Fire Apparatus purchase contract. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Ordinance New Subsection 8-1-1 To Regulate The Keeping Of Domestic Pigeons - Moved by Council Member McKeon to pass on third reading adopting Ordinance No. 04-O-2024-2025 Amending Title VIII Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa, By Adding A New Subsection 8-1-1(A)(18) To Chapter 8-1, Nuisances, To Regulate The Keeping Of Domestic Pigeons Within The Corporate Limits Of Storm Lake, Iowa. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 04-O-2024-2025

AN ORDINANCE AMENDING TITLE VIII OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, BY ADDING A NEW SUBSECTION 8-1-1(A)(18) TO CHAPTER 8-1, NUISANCES, TO REGULATE THE KEEPING OF DOMESTIC PIGEONS WITHIN THE CORPORATE LIMITS OF STORM LAKE, IOWA

WHEREAS, Title VIII, Chapter 8-1, Nuisances, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa ("City Code") regulates the health, safety, and welfare of the citizens of Storm Lake, Iowa, through the defining and prohibition of various nuisances; and

WHEREAS, the City Council of the City of Storm Lake ("Council" or "City," respectively) finds it proper and necessary to adopt an ordinance amending City Code Title VIII, Chapter 8-1, by adding a new Subsection, 8-1-1(A)(18), concerning the maintenance of certain domestic pigeons as a nuisance within the corporate limits of the City; and

WHEREAS, the Council hereby determines the provisions set out herein are in the public's best interests to adopt and enforce henceforth.

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

SECTION ONE. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by adding a new Subsection 8-1-1(A)(18) to Chapter 8-1, Nuisances, as follows:

18. The keeping, maintaining, or harboring of all pigeons, except as provided as follows:

- a. The keeping, maintaining, or harboring of seamless banded, domestic pigeons will not constitute a nuisance if the owner of such domestic pigeon(s) demonstrates and complies with the following:

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

- i. No pigeons shall be brought to or kept on private premises until an approved permit with terms and conditions recommended by the City Manager is obtained from the City Council. Persons who have violated this Chapter or the terms of a previous domestic pigeon permit shall be denied a permit;
 - ii. The permitted domestic pigeons shall be banded by a recognized association of pigeon fanciers;
 - iii. The maximum number of domestic pigeons kept on the premises shall not exceed one hundred (100);
 - iv. Other than the time that domestic pigeons are permitted to exercise, train, or perform, as set forth in this section, the seamless banded pigeons shall be confined to fully enclosed cages or pens;
 - v. During periods of permitted release for exercise, training, or performance, the owner or persons who have possession of authorized pigeons shall not permit them to occupy or interfere with the building or property of others;
 - vi. Seamless banded, domestic pigeons may be released to exercise, train, or perform for no more than two (2) hours per occasion each day. One release occasion shall be permitted in the morning hours and one occasion shall be permitted in the afternoon or evening hours for a total daily maximum release time of four (4) hours; and
 - vii. Any permitted release occasion of seamless banded, domestic pigeons shall only occur four (4) or more hours prior to their next regular feeding. For example, if a pigeon is scheduled to eat at 12:00 p.m. (noon), then the pigeon shall not be released later than 8:00 a.m.
- b. For purposes of this Chapter, “pigeons” include both male and female members of the *Columbia livia*. “Domestic pigeons” shall include pigeons kept for exhibition or show purposes, or aerial performance purposes, including carrier, homing, racing, high-flying, rolling, and diving.

SECTION TWO. 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 hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Recodification of the Municipal Code of the City of Storm Lake, Iowa.

PASSED on its first consideration the 4th day of November, 2024.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

PASSED on its second consideration the 18th day of November, 2024.

PASSED AND APPROVED on its third consideration this 2nd day of December, 2024.

CITY OF STORM LAKE, IOWA

By: _____

Micheal Porsch, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A, Martinez, City Clerk

Comprehensive Plan – Mayor Porsch opened the public hearing for the adoption of the Comprehensive Plan. Hearing and receiving no comments from the public or Council members. Mayor closed the public hearing.

\$2,925,000* GO Capital Loan Notes, Series 2025A - Moved by Council Member Martinez to adopt Resolution No. 41-R-2024-2025 directing the acceptance of a proposal to purchase and delegating authority for approval of \$2,925,000* (Subject to Adjustment) General Obligation Capital Loan Notes, Series 2025A. Seconded by Council Member McKeon. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 41-R-2024-2025

**RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE \$2,925,000* (SUBJECT TO
ADJUSTMENT) GENERAL OBLIGATION CAPITAL
LOAN NOTES, SERIES 2025A**

WHEREAS, the City of Storm Lake, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$2,925,000* (subject to adjustment, but not more than \$3,500,000) as authorized by Sections 384.24A and 384.25, Code of Iowa as amended; and

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with a proposal (i) accepted by this Resolution or (ii) as approved by the City Manager in accordance with authority delegated and within the parameters set by this Resolution.

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

Section 1. That this City Council does hereby accept the attached proposal of United Bank of Iowa of Ida Grove, Iowa and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into and to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 2nd day of December, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CERTIFICATE

STATE OF IOWA

COUNTY OF BUENA VISTA)

) SS

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

(SEAL)

City Clerk, City of Storm Lake, State of Iowa

4883-1143-7055, v. 1

Comprehensive Plan - Moved by Council Member McKinney to adopt Resolution No. 42-R-2024-2025 for adoption of the Comprehensive Plan. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 42-R-2024-2025

A RESOLUTION ADOPTING THE 2024 COMPREHENSIVE PLAN FOR THE CITY OF STORM LAKE

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

WHEREAS, the City of Storm Lake, Iowa has established a Planning and Zoning Commission; and

WHEREAS, such Planning and Zoning Commission has held public hearings in relation to a new Comprehensive Plan and recommend such Comprehensive Plan to the City Council for adoption; and

WHEREAS, the City Council of the City of Storm Lake has held a public hearing on the proposed new Comprehensive Plan.

NOWHEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that the 2024 Comprehensive Plan for the City of Storm Lake, as recommended by the Planning and Zoning Commission, be recognized and referred to as the Official Comprehensive City Plan for the City of Storm Lake, Iowa.

Passed and approved this 2nd Day of December 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Discussion of No Parking Requests – Superintendent Ripke presented to the Council the proposal of two “No Parking” requests at Northwestern Drive north of the Hospital and Memorial Road.

City Council Requested Items / City Council Updates – Council Member McKeon has requested a Retail Coach update. Council Member Martinze and Ramos concurred.

City Manager reminded the public about the following events: Breakfast with Santa on December 14th, 2024 at King’s Pointe, and Kwik Star ribbon cutting on December 12th, 2024.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, DECEMBER 2, 2024, 5:00 PM

Adjourn – Moved by Council Member Ramos to adjourn at 6:01 pm. Seconded by Council Member McKinney.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Tax Abatement Application Form

12/11/2024 11:44 AM (CST)



Application for Tax Abatement

The Amended and Restated Storm Lake Urban Revitalization Plan allows for the following property tax exemptions for actual value added by qualifying improvements constructed on eligible properties located in the Storm Lake Urban Revitalization Area:

- **Property Assessed as Residential:** 100% exemption from taxation on the first \$75,000 of actual value added by the qualifying improvements, for a period of 5 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)
- **Property Assessed as Residential (3+ Separate Dwelling Units):** 100% exemption from taxation on actual value added by the qualifying improvements, for a period of 10 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)
- **Property Assessed as Commercial:** The property owner may choose one of the following exemptions, subject to execution of a written assessment agreement as and to the extent required by Iowa Code Section 404.3C
 - **A.** 100% exemption from taxation on actual value added by the qualifying improvements, for a period of 3 years
 - **B.** Declining percentage exemption from taxation on the actual value added by the qualifying improvements, over a period of 10 years (80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%)

Abandoned Property (meeting the definition of "abandoned" in Iowa Code Section 657A.1): 100% exemption from taxation on actual value added by the qualifying improvements, for a period of 5 years (for properties assessed as residential, not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

Select One	First-Year Application for Completed Improvements (must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, not later than the year in which the improvements are first assessed for taxation or the following two assessment years)
Property Address	1718 ROSE LANE
Brief Legal Description	10-04 STORM LAKE CORP HAYES M.C.S. ADD. PT LOTS 9 & 10 (TRACT 2)
What is the existing use of the property?	Residential
What is the nature of the improvements being completed?	New Construction
Estimated or Actual Date of Completion	10/17/2024
Estimated or actual costs of Improvements	206,000.00
Name of Property Owner/Title Holder:	CHRISTOPHER DUITSMAN
Phone Number (to be reached	7122991864

during business hours):

Email Address:

DUITSMAN18@NCN.NET

Signature of Property Owner



Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Date

12/11/2024

THIS APPLICATION SUMMARIZES THE URBAN REVITALIZATION PLAN TERMS. FOR COMPLETE INFORMATION, REQUEST A COPY OF THE AMENDED AND RESTATED STORM LAKE URBAN REVITALIZATION PLAN, FROM CITY HALL. IN THE EVENT OF ANY INCONSISTENCY, THE PLAN TERMS SHALL CONTROL.

City of Storm Lake ONLY

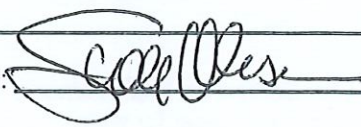
Check here ☒ if property is **NOT** in an existing Urban renewal Area

Building Permit # 2023439

Check ☐ if application **IS** approved

Check ☐ if application is **NOT** approved

Disapproval reason: _____

Authorized by Building Official:  _____

Date: 12-11-2024

Authorized by Mayor: _____

Date: _____

Attested by City Clerk: _____

Date: _____

Delivered to Assessor on: _____ By: _____

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Check here ☐ if property **IS** eligible for Tax Abatement

Check here ☐ if property is **NOT** eligible for Tax Abatement

Present Value of Structure: _____

Assessed Value with Improvements: _____

Assessor Signature: _____

Date: _____

Return final copy to City of Storm Lake



Building Permit

General/Location

Permit No: 2023439
Issued Date: 11/20/2023
Project:
Project Cost: 130000

Site Address: 1718 ROSE LN VAC
City/State/Zip: STORM LAKE, IA 50588
Parcel No: 1402258017

Description: New Single Family

Owner/Contractor

Owner: SOTO JOSE FERMIN
Address: 621 IOWA
City/State/Zip: STORM LAKE, IA 50588
Phone:
Email:

Contractor: Ramos Constuction
Address:
City/State/Zip: Cherokee IA 51012
Phone:
Type: General

Fee	Amount	Payment Date	Amount
New Single Family	\$300.00	11/20/2023	\$300.00
Total Fee: \$300.00		Total Paid: \$300.00	

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing below, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permits must be posted and visible on the job site for the duration of the project.

Closure or work in city streets, parking, sidewalks, and alleys require a Right of Way (ROW) Permit. ROW's may take up to 72 hours to process. Apply online at stormlake.org.

INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE.

Call before you dig: www.iowaonecall.com • 1-800-292-8989

Chris Chambers by cb
Building Official

11/20/2023
Date

Date



City of Storm Lake Board & Commission Application

First Name*

Mike

Last Name*

Frantz

Street Address*

515 Gran Drive

City*

Storm Lake

State*

IA

Zip Code*

50588

Phone Number*

712-291-0555

Business Phone

NA

Email*

frantz20184+h@gmail.com

How many years have you lived in Storm Lake*

12

List any volunteer/civic/community activity in which you have been involved:

Red Cross, Carving Pauls Board member
Foster Care Review Board

Occupation*

Retired

Employer

Please check the following City board or commission to which you would like to be appointed.* 1

- ☐ ADA Compliance Commission
☐ Airport Commission

☒ Board of Adjustment (2 years)

Board of Adjustment

- ☐ Cemetery Board
- ☐ Civil Service Commission (4 years)
- ☐ Drainage District Commissioner
- ☐ Board of Appeals
- ☐ Library Board (6 years)
- ☐ Landfill Commission
- ☐ Planning & Zoning Commission
- ☐ Storm Water Advisory
- ☐ Mayor's Advisory Committee Parks, Trees & Urban Forest
- ☐ 911 Board (no specific term)

Why do you want to serve on this board or commission?*

Was asked

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?*

- ☐ Yes
- ☒ No

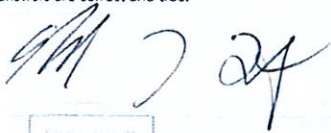
Are you employed by any business doing business with the City of storm Lake?*

- ☐ Yes
- ☒ No

Is your salary/bonus determined by financial performance of the company or do you receive a commission?*

- ☐ Yes
- ☒ No

I certify that all answers are correct and true.*



Clear

Save & Continue

Date

11/19/2024



☐ I'm not a robot

reCAPTCHA
Privacy Terms

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!

Cancel

✓ Submit



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
JJ's Lounge, Inc.	Brewsters	(712) 732-7346		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
225 E. Railroad St		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
225 E. Railroad St	Storm Lake	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Crystal Gronau	(712) 299-0982	ckgronau@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0031681	Class C Retail Alcohol License	12 Month	Pending Dramshop Review
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Dec 17, 2024	Dec 16, 2025		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Crystal Gronau	Storm Lake	Iowa	50588	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
LEGENDARY HOSPITALITY, LLC	Legendary Hospitality LLC	(712) 732-2055		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
147 FLINDT DR		STORM LAKE	BUENA VISTA	50588
MAILING ADDRESS	CITY	STATE	ZIP	
147 FLINDT DR	STORM LAKE	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Josh Niemeier	(712) 730-8408	legendaryhospitality@outlook.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0049201	Class C Retail Alcohol License	12 Month	In Progress

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 29, 2024	Dec 28, 2025	

SUB-PERMITS
Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
JOSH NIEMEIER	ALTA	Iowa	510021522	Partner	50.00	Yes
KENNETH HACH II	ALTA	Iowa	510021615	Partner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Midwest Family Mutual Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee # 1634

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

1250 N Lake Avenue

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266

Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

License Information

LICENSE NUMBER

WBN000284

LICENSE/PERMIT TYPE

Special Class B Retail Native
Wine License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Jan 30, 2025

EXPIRATION DATE

Jan 29, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class B Retail Native Wine License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Katie Nylen						
Michael Jurgens	Urbandale	Iowa	50322	EVP, Secretary	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	Vice President, Accounting	0.00	Yes
Morgan Beier						
Kelly Palmer						
Owen Turk						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Staff Summary

12/16/2024

Agenda Item # D.2.



REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion to Approve the FY2025 Imagine the Possibilities Grant Agreement**

BACKGROUND: During the November 18th Council meeting, the Council heard a request from Imagine the Possibilities to waive the fees for use the Chautauqua Park Shelter House for their monthly programming event.

At the direction of Council, 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, 2025.

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 and Imagine the Possibilities will be invoices for any cleaning or damages sustained during their use of the facility.

RECOMMENDATION: Approve the FY2025 Grant Agreement with Imagine the Possibilities and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

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

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

THIS GRANT AGREEMENT ("Agreement") is made on or as of December 16th, 2024, 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 Recieipient, as more particularly described on Recipient's application, subject to the terms and conditions herein. In lieu of monitary 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.]

CITY OF STORM LAKE, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

Notary Public in and for the State of Iowa

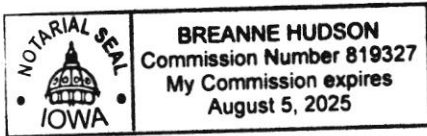
Page 38 of 170

IMAGINE THE POSSIBILITIES

By: Megan Simmons
Print Name: Megan Simmons
Its: CFO

STATE OF Iowa)
COUNTY OF Jackson) SS
)

This record acknowledged before me on December 11, 2024 by
Megan Simmons as the CFO of IMGAINE THE
POSSIBILITIES.



Bre Hudson
Notary Public in and for the State of Iowa
My commission expires: August 5, 2025

[Signature page to Grant Agreement - Recipient]

02362198\11149-1000

Staff Summary

12/16/2024

Agenda Item # D.3.



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

REPORT TO:

FROM:

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 Pointe's 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.

FISCAL IMPACT:	<u>BREAKOUT</u>	<u>CALCULATED</u>
		<u>EXPENSES</u>
Buena Vista	\$	13,726.05
County		
Contract		509,067.22
Agreement		
Local		158,112.43
Non-Local		240,905.42
TOTAL	\$	1,117,589.55
EXPENSES:		

RECOMMENDATION:

ATTACHMENTS:

1. Project Expense Report

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
OP1.122814	Richland Street, Phase 2 Improvem...	174,107.75	0.00	174,095.25	0.00	174,095.25	12.50
OP1.125106	BRIC	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
OP1.126252	Comprehansive Plan & Zoning Code U...	125,880.00	0.00	125,824.50	0.00	125,824.50	55.50
OP1.131538	Memorial Road Street & Utility Impro...	4,120,595.00	4,120,595.00	3,990,779.75	27,654.66	4,018,434.41	102,160.59
OT5.128791	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	380,075.73	1,486.00	381,561.73	29,179.95
19-22797	Memorial Lift Station Improvements	2,533,320.00	0.00	2,554,600.96	0.00	2,554,600.96	-21,280.96
20-HSG-022	2021 Housing Sustainability Project	224,994.00	0.00	181,283.12	0.00	181,283.12	43,710.88
21-26215	Downtown Master Plan	113,000.00	0.00	103,650.00	0.00	103,650.00	9,350.00
22-26698	Storm Lake WTP- Well No. 21	1,795,006.50	1,795,006.50	1,265,359.79	88,919.44	1,354,279.23	440,727.27
22-26815	W 6th Street Utilities Extension	314,241.49	314,241.49	318,517.58	0.00	318,517.58	-4,276.09
22-27926	Storm Lake WTP- Well #22	2,602,908.10	2,602,908.10	131,223.89	0.00	131,223.89	2,471,684.21
23-092	King's Pointe Remodel/Refresh	446,537.52	446,537.52	426,545.09	0.00	426,545.09	19,992.43
23-29446	WWTP UV Disinfection Building	275,138.00	275,138.00	191,543.00	225.00	191,768.00	83,370.00
23-29447	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	132,435.00	0.00	132,435.00	52,565.00
24-31153	WWTP Blower Project (EECBG)	129,600.00	129,600.00	57,815.00	6,380.00	64,195.00	65,405.00
24-31751	Storm Lake WTP- Well #23	74,000.00	74,000.00	22,780.00	1,750.00	24,530.00	49,470.00
24-31828	WTP Prelim Engineering Report	83,000.00	83,000.00	760.00	1,840.00	2,600.00	80,400.00
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	4,589,528.00	4,589,528.00	196,644.50	7,826.50	204,471.00	4,385,057.00
HTG322020	T-Mobile Hometown Grant Q-3-22	0.00	0.00	45,619.48	0.00	45,619.48	-45,619.48
IA0091	SL Elevated Water Storage- Tower #5	7,384,100.15	7,384,100.15	4,481,886.05	175,830.73	4,657,716.78	2,726,383.37
New	Lead Service Line Replacement Prelim...	15,500.00	0.00	0.00	0.00	0.00	15,500.00
OP1.125220	4th Street Watermain Improvement P...	553,406.16	0.00	581,342.16	0.00	581,342.16	-27,936.00
P11.118940	Oneida Street Reconstruction from RR...	2,526,433.98	0.00	2,513,334.28	0.00	2,513,334.28	13,099.70
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,711,913.90	1,210.58	5,008,901.85	56,479.54	5,065,381.39	-353,467.49
SP21122	SL Library CDBG- COVID (CV) Grant	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Report Total:		34,235,947.49	23,258,602.28	23,732,012.24	368,391.87	24,100,404.11	10,135,543.38

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	410,741.68	410,741.68	380,075.73	1,486.00	381,561.73	29,179.95
ARPA Project	1,795,006.50	1,795,006.50	1,265,359.79	88,919.44	1,354,279.23	440,727.27
Building Resilient Infrastructure and C...	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
Economic Development	778,115.49	314,241.49	774,894.68	0.00	774,894.68	3,220.81
King's Pointe Resort Projects	446,537.52	446,537.52	426,545.09	0.00	426,545.09	19,992.43
Library Project	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Sanitary Sewer Projects	7,712,586.00	5,179,266.00	3,133,038.46	14,431.50	3,147,469.96	4,565,116.04
Street Construction	11,533,050.63	4,121,805.58	11,687,111.13	84,134.20	11,771,245.33	-238,194.70
Water Project	10,712,914.41	10,144,008.25	5,217,992.10	179,420.73	5,397,412.83	5,315,501.58
Report Total:	34,235,947.49	23,258,602.28	23,732,012.24	368,391.87	24,100,404.11	10,135,543.38

Staff Summary

12/16/2024

Agenda Item # D.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: Chris Cole, Police Chief

SUBJECT: SLPD City Code Enforcement Summary

BACKGROUND: 11/18/2024 to 12/10/2024

Bags of Leaves – 22
Accumulate Trash – 12
Accumulate Junk – 21
Misc CCE – 11
Total: 66
Citations: 0

White Summons – 19

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:
None

Staff Summary

12/16/2024

Agenda Item # F.1.



REPORT TO: Honorable Mayor & Council

FROM: Chris Cole, Police Chief
David Derragon, Assistant City Manager

SUBJECT: **Motion to Approve Rental Agreement with Storm Lake Towing, LLC for Impound Storage Facility**

BACKGROUND: The Police Department, Public Services Department and Communication Division have been working together to find ways to improve the snow removal process, especially during declared Snow Emergencies. To improve safety for the public and facilitate maneuverability for city equipment, coordinating towing efforts with Storm Lake Towing, LLC will be implemented.

Snow Emergencies are generally declared by noon prior to taking effect at 10:00 AM in residential areas and at 2:00 AM in the Central Business District. The notice of a Snow Emergency is announced in nine different applications, including social media, the city website and other media outlets. City departments and Storm Lake Towing will communicate and initiate towing operations necessary for the snow removal process.

In this process, Storm Lake Towing will tow when directed by the Police Department, handle all financial transactions and appropriate paperwork. The rental of the Impound Facility will ensure adequate space for storage of towed vehicles.

Under the current process, police officers must remain with illegally parked vehicles until a tow truck arrives. If an officer is called away before the tow truck arrives, the vehicle cannot be towed. This approach not only occupies police resources that could be better utilized for other public safety needs but also delays tow truck drivers, who must wait for officers to clear from other calls for service.

The proposed change would shift the responsibility to the towing company, allowing them to commence towing of vehicles in violation of snow emergency parking rules without the need for an officer to be present.

This adjustment offers several key benefits:

1. **Increased Officer Availability:** Police officers will no longer need to wait on scene for tow trucks, freeing them up to respond to other calls for service and critical incidents.
2. **Reduced Administrative Burden:** Business office staff and CSOs and police officers will spend less time managing vehicle releases, as this responsibility will be streamlined under the new procedure.
3. **More Efficient Snow Emergency Response:** By expediting the removal of illegally parked vehicles, city streets can be cleared more quickly, enhancing public safety and supporting efficient snowplow operations.

This procedural change represents a common-sense approach to improving our response during snow emergencies while maximizing the effectiveness of police and tow service resources.

Attached is an Agreement between the City and Storm Lake Towing, LLC for rental of the Impound Storage Facility.

FISCAL IMPACT: Revenue - \$2,000 per year for facility use

RECOMMENDATION: Move to approve Rental Agreement with Storm Lake Towing, LLC for Impound Storage Facility

ATTACHMENTS:

1. [Impound Storage Facilities - FINAL 12-4-2024](#)

AGREEMENT FOR STORAGE SERVICES IMPOUND STORAGE FACILITY

This agreement for operation services is made this 16th day of December, 2024, between the City of Storm Lake, Iowa (the "City") and Storm Lake Towing, LLC. (the "Operator").

Recitals

The City is willing to permit a qualified manager to operate the Vehicle Storage Services at the Impound Storage Facility.

The City selected Operator, as an independent private contractor, will operate the vehicle storage services at the Impound Storage Facility as a commercial operation during the term of, and under the provisions of, this Agreement, under the general management of the City.

The Operator will be responsible for providing the vehicle storage services and will manage the day-to-day operations of the vehicle storage services at the Impound Storage Facility.

In consideration of the mutual covenants, promises, and agreements herein contained, the City and Operator agree as follows:

ARTICLE 1 DUTIES OF OPERATOR

1.1 Duties and Responsibilities. The Operator agrees to maintain and manage the Impound Storage Facility for vehicle storage services.

Subject to the provisions of this Agreement, Operator shall have decision-making authority in the day-to-day operation, direction, management, and supervision of the Impound Storage Facility. The Operator, at their expense, will perform necessary maintenance at the Facility.

1.2. Services. The Operator shall provide services and customer service to the general public. The services to be provided by the Operator, at Operator's expense, shall include the following:

1. Vehicle Storage Services

1.3. Hours of Operation. Operator shall dictate the hours of operation for the Impound Storage Facility.

ARTICLE 2
TERM OF AGREEMENT

- 2.1 Term. Except as otherwise provided herein, this Agreement will commence December 16, 2024, and terminate December 15, 2025. The Operator will pay \$2,000 for the term of agreement payable at the beginning of the term of the agreement.

ARTICLE 3
OPERATOR COMPENSATION

- 3.1 Revenues generated in the operation of the Impound Storage Facility shall be the Operator's, subject to the Operator's payment to the City. The Operator will pay \$2,000 for the term of agreement payable at the beginning of the term of the agreement.

ARTICLE 4
INSURANCE AND INDEMNIFICATION

- 4.1 General. Operator shall, at its own expense, purchase and maintain insurance to protect Operator and the City throughout the duration of this Agreement. All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City. All proofs of compliance with the insurance requirements under this Agreement are required as a condition of the Storm Lake City Council's approval of this Agreement. The City will be named as an additional insured.

ARTICLE 5
TERMINATION

- 5.1 Termination.
1. The City may at any time terminate this Agreement upon giving Operator ninety (90) days' notice in writing.

ARTICLE 6
GENERAL PROVISIONS

- 6.1 Rules, Regulations, and Policies. Operator shall observe and obey all rules, regulations, and policies that the City may adopt, from time to time, with respect to the use of the Impound Storage Facility.
- 6.2 Compliance with Law. Operator shall comply, at all times, at its own cost and expense, with all applicable ordinances and laws of city, county and state government and of the

United States Government, and of any political division, subdivision, agency, authority or commission that has jurisdiction to pass laws or ordinances with respect to the Impound Storage Facility or to the uses permitted in this Agreement. Operator shall not allow any illegal activity to be conducted or operated on Impound Storage Facility area.

- 6.3 Licenses and Permits. Operator shall obtain and/or maintain all applicable licenses and permits required by federal, state, or local law.

CITY OF STORM LAKE, IOWA

By: _____

Date: _____

Mayor

ATTEST:

City Clerk

OPERATOR

By: _____

Date: _____

Staff Summary

12/16/2024

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: Dana Larsen, Communications Coordinator

SUBJECT: **Motion to Authorize Staff to Sign and Approve the Water Recreation Access Cost-Share Grant contract with DNR**

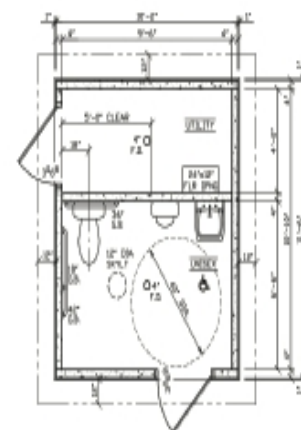
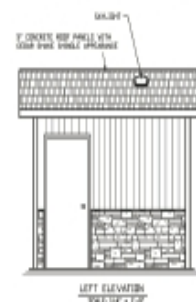
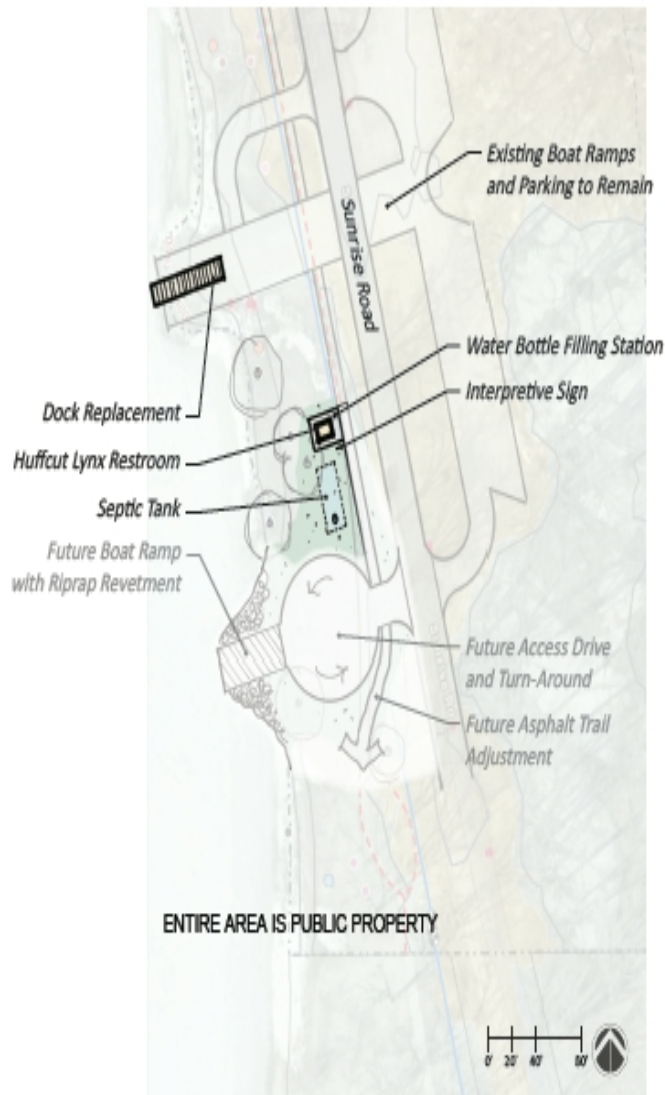
BACKGROUND: The City of Storm Lake has been awarded a State of Iowa Water Recreation Access Cost Share grant. The \$160,800 funding is to be used toward a Sunrise Park boat ramp improvements project. Plans include installation of a restroom facility, replacing the boat dock, and adding a water bottle-filling station. With council approval to sign the contract for the grant funds, work would be scheduled for 2025.

FISCAL IMPACT: \$66,900 in the form of a local match, which includes in-kind labor.

RECOMMENDATION: Move to authorize staff to sign and approve the contract to proceed with the project.

ATTACHMENTS:

1. Screenshot 2024-12-09 143526
2. Water Rec. Access Costshare Grant



December 5, 2024

CITY OF STORM LAKE
DANA LARSEN
620 ERIE STREET
STORM LAKE, IA 50588

Re: WRAC Project #-25-675, SUNRISE PARK BOAT RAMP IMPROVEMENTS

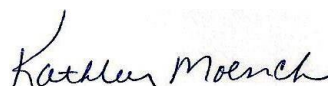
DANA LARSEN:

The CITY OF STORM LAKE grant application for the Department of Natural Resources' Water Recreation Access Costshare program has been approved in the amount of \$160800. Included is your Cooperative Grant Agreement setting out the terms and conditions. Also attached is a Boat Dock Agreement for those projects that include a boat dock.

You will note that this agreement must be approved at an official meeting, and the date of the meeting must be entered in the last paragraph of the agreement. If the agreement is approved, please have the appropriate official sign the agreement and email it to my attention at the address below for signature by the Department's Deputy Director.

To ensure you have all the necessary documentation for your final reimbursement request, print off this entire document and start a file for your grant agreement, billing form and expense documentation. If you have any questions, please contact me at 515-720-2006 or kathleen.moench@dnr.iowa.gov.

Sincerely,



Kathleen Moench
Budget & Finance Bureau

Enclosures

IOWA DEPARTMENT OF NATURAL RESOURCES
Wallace State Office Building, Des Moines, Iowa 50319-0034

COOPERATIVE GRANT AGREEMENT
WATER RECREATION ACCESS COST-SHARE PROGRAM

GRANTEE: CITY OF STORM LAKE
PROJECT TITLE: SUNRISE PARK BOAT RAMP IMPROVEMENTS
CONTACT PERSON: DANA LARSEN
GRANT AWARD: \$ 160800.00
DNR CONTACT/PHONE #: Kathleen Moench 515-720-2006

THIS AGREEMENT, entered into by the Department of Natural Resources, hereinafter referred to as the Department and the **CITY OF STORM LAKE** hereinafter referred to as the Local Entity,

WITNESSETH:

WHEREAS, the Department has established a program (Administrative Rule 571, Chapter 30) known as the Water Recreation Access Cost-Share Program, hereinafter referred to as the Program, **which has been approved by the Natural Resource Commission at their November 14, 2024 meeting**, to assist the local entity in the project as follows:

INSTALLATION OF A RESTROOM FACILITY, BOAT DOCK, KIOSQUE, AND WATER BOTTLE STATION LOCATED AT THE SUNRISE PARK BOAT RAMP FACILITY, SUNRISE ROAD, STORM LAKE, BUENA VISTA COUNTY, IOWA.
Cost-Share \$: 160800.00

NOW, THEREFORE, be it mutually agreed by the Parties hereto as follows:

The Department agrees to reimburse the Local Entity a sum of up to 75 percent of the actual cost of the project up to the grant amount awarded, after completion and upon proof that costs have been expensed by the Local Entity. Exceptions must be approved by the Department. In no case shall the costs to the Department exceed that of the grant award.

The Parties further agree hereto:

1. That the project described herein shall be completed by **12/31/2026**.
2. That the Local Entity shall be responsible for maintenance and all expenses related thereto after completion of the project.
3. That it is understood and agreed that this agreement is not a permit to construct and that the local entity shall be responsible for obtaining any permits required by the federal, state, or local authority having jurisdiction over such projects.
4. That the area or facility herein described shall be open free to the public for lawful recreation boating purposes without tariff and shall not be used for commercial purposes directly or indirectly, without written approval from the Department. The site shall be posted with a public access sign as provided by the Department.

5. Availability of Funds: If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.
6. Final reimbursement shall be made upon receipt of a letter requesting final payment along with copies of invoices and canceled checks for the entire project expenses and color photos of the completed project.
7. That any additional documents to this agreement are included and that there are no verbal additions hereto.

THIS AGREEMENT entered into under the authority of action taken at an official meeting of the **CITY OF STORM LAKE** of _____ County, Iowa, on the _____ day of _____, 20____, all as shown in the minutes thereof, and by approval of the Department of Natural Resources.

Grantee Signature, DANA LARSEN
CITY OF STORM LAKE

Alex Moon, Deputy Director
Iowa Department of Natural Resources

COMMUNICATIONS@STORMLAKE.ORG

Email Address

WRAC #-25-675

Grant #

Date

COURTESY BOAT DOCK AGREEMENT

This agreement is between the Iowa Department of Natural Resources (DNR) and the CITY OF STORM LAKE, cooperating local government entity (Cooperator).

In consideration for provisions of the Docks, the Cooperator agrees as follows:

1. To use the Docks in conjunction with a public boat access as a convenience to boaters.
2. To maintain the Docks in a safe and sound condition at Cooperator expense.
3. To place the Docks in the water by May 1 of each year and to remove them from the water not earlier than October 1, and before freeze-up.
4. To safeguard the docks from damage in a reasonable and prudent manner.
5. To hold the DNR harmless from any damage or liability claim that might arise from the use or presence of the Docks.
6. To not discriminate in the use of the Docks and related areas relative to race, creed or national origin.
7. To inventory, account for and control the Docks in the same manner as other physical property owned or under the jurisdiction of the Cooperator.
8. To return the Docks to the DNR, if the Docks are not needed by the Cooperator before the end of the Dock's useful life.
9. DNR makes no guarantee to replace these Docks or to provide additional Docks as a result of this agreement.

This agreement expires at the end of the Dock's useful life, herein defined as ten (10) years from the date of this agreement, or if the Docks suffer catastrophic damage, rendering them irreparable.

Shaded area for DNR use only

Accounting Department Return Copy to:

Kathleen Moench _____

Doc #: _____ Date: _____

CITY OF STORM LAKE

620 ERIE STREET

STORM LAKE, IA 50588

State ID #:

1st Pymt: _____

0597 542 C901 5J 4124

Fund/Dept/Org/SubOrg/\$ _____

DEPARTMENT OF NATURAL RESOURCES**PROJECT BILLING – WATER RECREATION ACCESS COSTSHARE**

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing.

Grant Recipient: CITY OF STORM LAKE

WRAC Grant #: -25-675

Project Title: SUNRISE PARK BOAT RAMP IMPROVEMENTS

Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	Expenditures This Billing	Total Expenditures
Totals			
Less Expenditures In Excess of Total Authorized Project Budget:			
Total Expenditures:			
CLAIM REQUEST (__% OF TOTAL EXPENDITURES):			
LESS PREVIOUS PAYMENTS OF:			
TOTAL CLAIM TO BE PAID:			

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: _____ Date: _____

Print Name: _____

Title: _____ Email or Phone #: _____

Staff Summary

12/16/2024

Agenda Item # F.3.



REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 43-R-2024-2025 Adopting Storm Lake's Airport Capital Improvement Program Submittal**

BACKGROUND: The City of Storm Lake is the Airport's official sponsor organization, and therefore it must approve the Airport Capital Improvement Program (ACIP). Once approved, the plan will be submitted to the State of Iowa and to the Federal Aviation Administration.

Similar to the City's Capital Improvement Plan, the ACIP is an annually appropriated plan. The plan includes one project in FY2026:

Airport Apron Expansion - Construction

Total Estimated Project Cost: \$1,300,000.00

Federal Funding: \$597,500

(Biapartisan Infrastructure Law) BIL Funds: \$572,500

Local Funding: \$130,000

A draft of this ACIP has been preliminary provided to our FAA representative for comment. We did not receive any comments back requiring changes.

FISCAL IMPACT: This project is funded 90% by the FAA and 10% by local funds.

RECOMMENDATION: Adoption of Resolution 43-R-2024-2025 Adopting Storm Lake's Airport Capital Improvement Program.

ATTACHMENTS:

1. ACIP
2. Resolution No. 43-R-2024-2025 - Resolution To Approve FY 2025 Five Year ACIP

FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP) PREAPPLICATION CHECKLIST

Please attach the following documents with your application.

- ☒ Sponsor Identification Sheet for the Airport
- ☒ Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- ☒ Five-Year CIP
- ☒ Long-Range Needs Assessment
- ☒ Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- ☒ Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- ☐ Verification of completed land acquisition or signed purchase agreement
- ☒ Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- ☐ If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- ☒ If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- ☐ If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- ☐ For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
 - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
 - 2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
 - 3) Justification for the project.
- ☒ System for Award Management (SAM) registration is up to date (www.sam.gov)

Please e-mail this form with supporting documents identified in the checklist to shane.wright@iowadot.us.

Attn.: Program Manager
Aviation Bureau
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

E-mail: shane.wright@iowadot.us
FAX: 515-233-7983
Phone: 515-239-1048

AIRPORT SPONSOR IDENTIFICATION SHEET

***** PLEASE ONLY SUBMIT IT YOU HAVE CHANGES FROM PREVIOUS YEAR. *****

Airport Name: Storm Lake Municipal

Airport sponsor(s) Name: City of Storm Lake

Contact Person: Keri Navratil

Title: City Manager

Email Address: navratil@stormlake.org

Physical Mailing Address: 620 Erie Street

P.O. Box (if applicable): PO Box 1086

City: Storm Lake

State: Iowa

ZIP Code: 50588

Phone: (712) 732-8000

U.S. Congressional District Number: 4

Tax Identification Number: 42-605255

Dun and Bradstreet Number (DUNS): 0509500540000

You **must** have a current System for Award Management (SAM) registration to receive a grant.
Register at: <https://www.sam.gov>

Please email (PDF) your completed preapplication, Capital Improvement Program (CIP), long-range needs assessment, signed CIP data sheets, and all supporting documents to your state agency and Federal Aviation Administration planner at jeff.deitering@faa.gov.

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Storm Lake Municipal, SLB, Storm Lake, Iowa

Prepared by: Bolton & Menk, Inc.

Sponsor's E-mail: navratil@stormlake.org

Date Prepared: December 16, 2024

Sponsor's Signature: _____

Sponsor's Phone: (712) 732-8000

Printed Name: Keri Navratil

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2026	Apron Expansion - Construction	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	597,500.00 572,500.00 130,000.00 1,300,000.00
2027	PAPIs and REILs (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 320,000.00 80,000.00 400,000.00
2028	Fuel Tank Replacement and Relocation of Cabinets (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 450,000.00 150,000.00 600,000.00
2028	Fuel Tank Removal (Iowa DNR Funded)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 15,000.00 25,000.00 40,000.00
2029	AWOS Replacement (No Road Surface Improvements; No Power Improvements; RF Communication Only) (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 262,500.00 87,500.00 350,000.00

**LONG-RANGE NEEDS ASSESSMENT
YEARS SIX TO 20**
Attach additional sheets if necessary.

Airport name Storm Lake Municipal Airport (SLB)

Estimated FY	Description of project	Funding source	Total estimated cost
	Runway 17/35 Parallel Taxiway	Federal \$ BIL \$ State \$ Local \$ Total \$	
	Runway 13/31 Navais	Federal \$ BIL \$ State \$ Local \$ Total \$	270,000.00 30,000.00 300,000.00
	Construct Hangar	Federal \$ BIL \$ State \$ Local \$ Total \$	
	Approaches for Runway 13/31	Federal \$ BIL \$ State \$ Local \$ Total \$	270,000.00 30,000.00 300,000.00
		Federal \$ BIL \$ State \$ Local \$ Total \$	

FEDERAL AVIATION ADMINISTRATION

CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

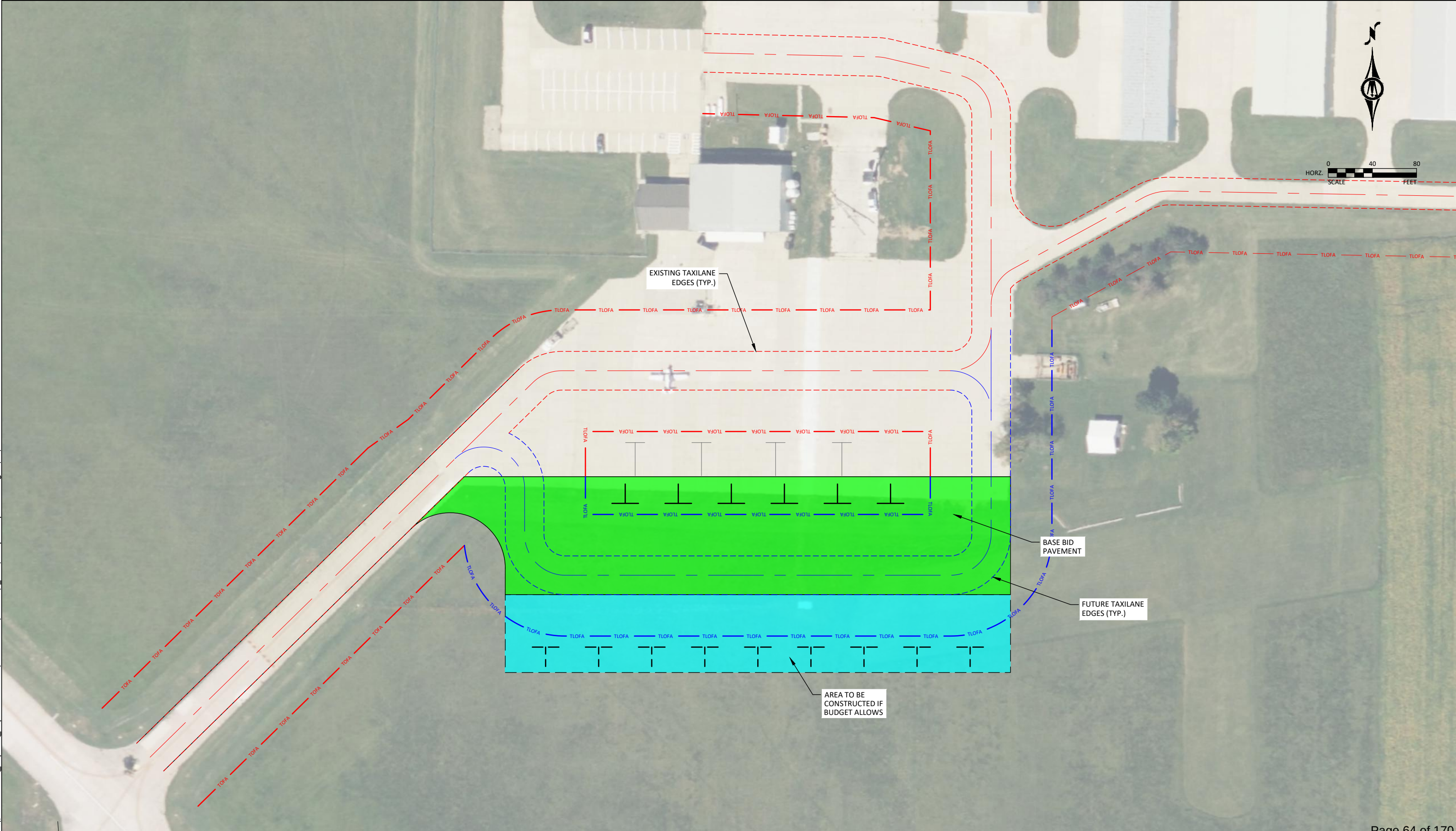
SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Storm Lake Municipal Airport, SLB, Storm Lake, Iowa		
AIP Project Type:	Apron Expansion – Construction		
Local Priority:	1 - Very High	Fed. Share (AIP):	\$ 597,500.00
FFY Requested:	2026	Fed. Share (BIL-AIG):	\$ 572,500.00
NEPA Determination:	See Below	State Share:	\$ 0.00
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$ 130,000.00
		Total Project Cost:	\$ 1,300,000.00
Project Description: This project is the construction phase for the project to expand the existing apron at the Storm Lake Municipal Airport. Justification: Due to the configuration of the existing apron, the apron is congested. The existing space available for parking aircraft is on the southside of the apron. The fuel system is located near the corner of the apron where the connecting taxiway enters the apron. When an aircraft is fueling, there is not enough room for aircraft to taxi to the runway or onto the apron. Expansion of the apron will provide the ability to provide multiple access points to the connecting taxiway and allow for safe parking of aircraft, ability to fuel aircraft, and provide access to/from the runways. ALP Verification: The proposed improvements are shown on the current ALP. NEPA Categorical Exclusion or Date of Environmental Determination: The proposed improvements are CE per FAA Order 1050.1F paragraphs 5-6.4.e. Clear Approaches per FAA AC 150/5300-13 and FAA Order 8260.3: Approaches are clear. Property Ownership: All land needed for this project is currently owned by the airport as shown in the current exhibit A.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	12/16/2024
Printed Name:	Keri Navratil	Title:	City Manager
Phone Number:	(712) 732-8000	Email:	navratil@stormlake.org



Real People. Real Solutions.

APRON EXPANSION - CONSTRUCTION

No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	Federal 90%	State 0%	Local 10%
1	MOBILIZATION	1	LS	\$ 98,000.00	\$ 98,000.00	\$ 88,200.00	\$ -	\$ 9,800.00
2	TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00
3	CONSTRUCTION SURVEY	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 6,750.00	\$ -	\$ 750.00
4	CONTRACTOR'S QUALITY CONTROL PROGRAM	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00
5	SWPPP PREPARATION AND MANAGEMENT	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00
6	UNCLASSIFIED EXCAVATION	2,500	CY	\$ 8.00	\$ 20,000.00	\$ 18,000.00	\$ -	\$ 2,000.00
7	BORROW MATERIAL, OFF SITE	1,500	CY	\$ 25.00	\$ 37,500.00	\$ 33,750.00	\$ -	\$ 3,750.00
8	REMOVE AND REPLACE UNSUITABLE MATERIAL	250	CY	\$ 45.00	\$ 11,250.00	\$ 10,125.00	\$ -	\$ 1,125.00
9	TOPSOIL STRIP, SALVAGE AND RESPREAD	3,000	CY	\$ 15.00	\$ 45,000.00	\$ 40,500.00	\$ -	\$ 4,500.00
10	CEMENT TREATED SUBGRADE, 12"	7,500	SY	\$ 6.00	\$ 45,000.00	\$ 40,500.00	\$ -	\$ 4,500.00
11	CEMENT, 8%	400	TON	\$ 250.00	\$ 100,000.00	\$ 90,000.00	\$ -	\$ 10,000.00
12	RECYLCED CONCRETE AGGREGATE SUBBASE, 6"	7,750	SY	\$ 20.00	\$ 155,000.00	\$ 139,500.00	\$ -	\$ 15,500.00
13	PCC PAVEMENT, 6"	7,250	SY	\$ 80.00	\$ 580,000.00	\$ 522,000.00	\$ -	\$ 58,000.00
14	PAVEMENT MARKINGS, SOLID YELLOW	875	SF	\$ 3.00	\$ 2,625.00	\$ 2,362.50	\$ -	\$ 262.50
15	AIRCRAFT TIE-DOWNS	18	EA	\$ 750.00	\$ 13,500.00	\$ 12,150.00	\$ -	\$ 1,350.00
16	SUBDRAIN, 6"	1,550	LF	\$ 35.00	\$ 54,250.00	\$ 48,825.00	\$ -	\$ 5,425.00
17	SUBDRAIN CLEANOUTS	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 3,600.00	\$ -	\$ 400.00
18	CONNECTION TO EXISTING TILE	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,700.00	\$ -	\$ 300.00
19	TAXIWAY EDGE LIGHT, MITL	3	LF	\$ 1,750.00	\$ 5,250.00	\$ 4,725.00	\$ -	\$ 525.00
20	2" PVC/HDPE CONDUIT, INCLUDING TRENCHING	650	LF	\$ 7.00	\$ 4,550.00	\$ 4,095.00	\$ -	\$ 455.00
21	2" PVC/HDPE CONDUIT, CONCRETE ENCASED, INCLUDING TRENCHING	150	LF	\$ 45.00	\$ 6,750.00	\$ 6,075.00	\$ -	\$ 675.00
22	#6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, W/ GROUND RODS	800	LF	\$ 3.00	\$ 2,400.00	\$ 2,160.00	\$ -	\$ 240.00
23	#6 AWG, 600V, TYPE C CABLE, IN CONDUIT	1,600	LF	\$ 2.00	\$ 3,200.00	\$ 2,880.00	\$ -	\$ 320.00
24	#6 AWG, 600V EQUIPMENT GROUND, TYPE C CABLE, IN CONDUIT	800	LF	\$ 2.00	\$ 1,600.00	\$ 1,440.00	\$ -	\$ 160.00
25	#8 AWG, 5KV, L-824 TYPE C CABLE, IN CONDUIT	3,200	LF	\$ 2.00	\$ 6,400.00	\$ 5,760.00	\$ -	\$ 640.00
26	L-867 9 CAN PLAZA	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ -	\$ 2,000.00
27	ELECTRICAL REMOVALS	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 6,750.00	\$ -	\$ 750.00
28	MISCELLANEOUS CONSTRUCTION	1	LS	\$ 47,725.00	\$ 47,725.00	\$ 42,952.50	\$ -	\$ 4,772.50
Subtotal					\$ 1,297,000.00	\$ 1,167,300.00	\$ -	\$ 129,700.00
ESTIMATED CITY ADMINISTRATION					\$ 3,000.00	\$ 2,700.00	\$ -	\$ 300.00
APRON EXPANSION - CONSTRUCTION					\$ 1,300,000.00	\$ 1,170,000.00	\$ -	\$ 130,000.00



Apron Size Calculations for Transient Aircraft

Airport
 Location

Existing Apron
 # square yards →

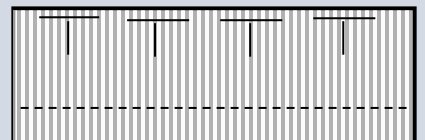
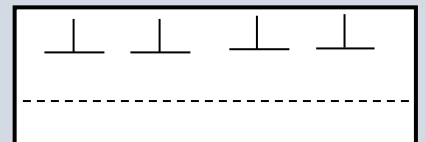
Calculations are based upon guidance established within Appendix 5 to AC 150/5300-13. User may calculate size of apron based upon total annual ops or user may develop an estimate of annual operations based upon number of based aircraft.

	Based Aircraft	OR	Total Annual Ops
1. Calculate the total annual operations			
Enter number of based aircraft →	36		
Enter number of operations per aircraft ¹ →	350		
Total Annual Operations →	12,600		12,600
2. Busiest Month (% of Annual Ops) ²			
Enter % of Annual Ops that occur in busiest month →	20		
Busiest Month Operations →	2,520		2,520
3. Busiest Day (10% > Avg Day)			
Enter Busiest Month (e.g. August) →	Jun		
Avg Day Busy Month →	84		84
Busiest Day 10% > avg. day →	92		92
4. # Itinerant Aircraft			
Enter % of Itinerant Operations ³ →	60		
# Itinerant Aircraft operations →	55		55
# Itinerant Aircraft Landing Operations →	28		28
Enter % of Itinerant Operations on ground →	50		
# Itinerant AC on ground (assume 50%) →	14		14
5. Apron area			
# square yards per aircraft ⁴ →	1075		
Apron Area (sq yds) →	14,900		14,900
6. Planned Apron (10% >)			
# square yards →	16,389		16,389

NOTES:

- Ops/Based Aircraft:
 Small GA-250 Med GA-350 Reliever-450 Busy Reliever-750
- Amount of activity can be determined from fuel sales or from actual operations counts. For example if month with highest fuel sales accounts for 20% of annual sales, use 20% of annual as busy month. If actual traffic counts available, use those.
- Assume 50% of operations are itinerant if no records are available.
- Planning areas shown assume 10' clearance between wingtips. Taxilane @ edge places taxilane on edge of apron.
- Users requiring assistance or reasonable accommodation may contact the FAA Central Region at 816-329-2600.

Apron Area	w/o Taxilane	w/Taxilane @ edge	w/Taxilane
Group I	360	755	960
Group II	490	1,075	1,385



RESOLUTION NO. 43-R-2025-2026

**RESOLUTION TO APPROVE THE FY 2025 FIVE YEAR AIRPORT CAPITAL
IMPROVEMENT PROGRAM (ACIP)**

Whereas, as a condition to receive the State and Federal aid for the Storm Lake Municipal Airport, the following provisions must be met:

- Approved 5-Year Capital Improvement Program
- Approved Airport Improvement Program data sheets with Sponsors Signature
- Certification that the local match exists if the grant is awarded
- Authorization to submit the application for the proposed projects for Federal and/or State Grants, and

Whereas, the FY 2025 5-year Capital Improvement Program and Airport Capital Improvement Program data sheets are attached listing the projects deemed to be in the best interest of the Storm Lake Municipal Airport.

Now, therefore, be it resolved that the City of Storm Lake staff recommends the submittal of the attached 5-year Capital Improvement Program for the Storm Lake Municipal Airport, for potential FY2025 through FY2029 Federal and State Aviation Grants and certifies that the local match is available for the FY 2026 project if a grant is awarded.

PASSED AND APPROVED this 16th day of December, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

12/16/2024

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 44-R-2024-2025 Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.**

BACKGROUND: As previously authorized by council, \$2,866,000 General Obligation Capital Loan Notes, Series 2025A, dated January 9, 2025 for the Fire Truck, have been sold and action should be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes

This resolution appoints UMB Bank, N.A. of West Des Moines, Iowa, to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$2,866,000 General Obligation Capital Loan Notes, Series 2025A.

FISCAL IMPACT: Transfer Agent Fees are expected to be \$600 per issue.

RECOMMENDATION: Approve Resolution No. 44-R-2024-2025 appointing UMB Bank, N.A. of West Des Moines, Iowa, to service as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

ATTACHMENTS:

1. Resolution No. 44-R-2024-2025 - Resolution Approving Paying Agent, Note Registrar, Transfer Agent Agreement

RESOLUTION NO. 44-R-2024-2025

**RESOLUTION APPOINTING UMB BANK, N.A. OF WEST
DES MOINES, IOWA, TO SERVE AS PAYING AGENT,
NOTE REGISTRAR, AND TRANSFER AGENT,
APPROVING THE PAYING AGENT AND NOTE
REGISTRAR AND TRANSFER AGENT AGREEMENT
AND AUTHORIZING THE EXECUTION OF THE
AGREEMENT**

WHEREAS, \$2,866,000 General Obligation Capital Loan Notes, Series 2025A, dated January 9, 2025, have been sold and action should be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$2,866,000 General Obligation Capital Loan Notes, Series 2025A, dated January 9, 2025.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 16th day of December, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

12/16/2024

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 45-R-2024-2025 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance, And Levying A Tax To Pay The Notes; Approval of the Tax Exemption Certificate**

BACKGROUND: \$2,866,000 general obligation capital loan notes, series 2025A provides funds to pay the costs of equipping the fire department, including the acquisition of fire trucks.

Therefore, this resolution:

1. Authorizes a Loan Agreement
2. Issues and secures payment of \$2,866,000 CLN
3. Certifies the notes as Qualified Tax-Exempt Obligations
4. Provides a direct annual tax on all the taxable property the City of Storm Lake

FISCAL IMPACT: The City will commit \$2,866,000 in indebtedness plus interest of \$676,363.17.

RECOMMENDATION: Approve Resolution No. 45-R-2024-2025 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance, And Levying A Tax To Pay The Notes; Approval of the Tax Exemption Certificate

ATTACHMENTS:

1. Storm Lake (144) - Loan Agreement 2025 GO CLN - GO
2. Storm Lake (144) - Tax Exemption Certificate 2025 GO CLN - GO

3. Storm Lake (144) - Delivery Certificate 2025 GO CLN
4. Storm Lake (144) - Transcript Certificate 2025 GO CLN - GO
5. Resolution No. 45-R-2024-2025 - Authorizing Resolution 2025 GO CLN

LOAN AGREEMENT

This Loan Agreement is entered into as of the 9th day of January, 2025, by and between the City of Storm Lake, State of Iowa (the "City") acting through its City Council (the "Council") and United Bank of Iowa of Ida Grove, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$2,866,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2025A, in the aggregate principal amount of \$2,866,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of equipping the fire department, including the acquisition of fire trucks (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2025.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated January 9, 2025, shall bear interest payable December 1, 2025, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$1,082,000	3.750%	2029*
\$1,030,000	4.000%	2032*
\$754,000	4.250%	2034*

*Term Notes, Final Maturity

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore.

(b) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(c) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(d) The Lender is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the extension of its credit represented by the purchase of the Notes, and it is capable of and has made its own investigation of the City with its decision to purchase the Notes.

(e) The Lender is acquiring the Notes for its own account to be held in its loan portfolio as evidence of an extension of its credit for its loan portfolio and not with a view to resale or for other distribution thereof and does not presently intend to divide the Notes or to resell or to otherwise dispose of all or any portion of the Notes. The Lender acknowledges that if the Note is transferred or sold to another Lender, a letter substantially similar to the form attached to as Exhibit A, and incorporated by reference into this Loan Agreement, shall be executed by such transferee or Lender. The Lender understands that it may need to bear the risks of this purchase for an indefinite period of time, since sale prior to maturity may not be possible.

(f) The Lender has independently evaluated the factors associated with its decision to purchase the Notes. The Lender acknowledges that it has been given full and complete access to and has been furnished with all information including financial

statements and other financial information which it as a reasonable lender has requested as a result of the Lender having attached significance thereto in making its credit decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Project and the Notes, so that as a reasonable lender, it has been able to make its decision to purchase the Notes. The Lender has been furnished with and has examined the Notes, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Notes.

(g) The Lender is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act. The Lender has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of extending its credit as represented by a purchase of the Notes.

(h) The Lender is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The Lender acknowledge that the Notes have not been registered under the securities laws of the United States or any state thereof, and it hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

(i) Lender has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes except for the Preliminary Participant Package.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. The Lender understand that the City's Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

9. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

10. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

11. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

UNITED BANK OF IOWA, IDA GROVE,
IOWA (Lender)

By: _____
(Signature)

(Name)

(Title)

EXHIBIT A

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

City of Storm Lake, Iowa
Attn: City Clerk
City Hall, 620 Erie Street,
Storm Lake, Iowa

RE: City of Storm Lake, State of Iowa - \$2,866,000 General Obligation Capital Loan
Notes, Series 2025A

Ladies and Gentlemen:

The undersigned (the "Holder"), has purchased \$_____ principal amount of the Notes from United Bank of Iowa (the "Original Lender"). In connection with such purchase, the Issuer requires that the Holder make certain representations as to the Holder's willingness to accept the risks of investing in the Notes, the Holder's investigation of such risks and other matters. Accordingly, the Holder represents and warrants to the Issuer and the other addressees hereof as follows:

The Holder has been provided with a copy of the Loan Agreement between the Issuer and Original Lender a copy of which is attached to this Investment Letter and hereby incorporated by reference.

The Holder specifically acknowledges paragraphs 6 through 11 of the Loan Agreement and agrees that all of these paragraphs apply to the Holder in addition to the Original Lender.

The Holder acknowledges that if in the future the Notes are transferred or sold to another investor, a new Investment Letter shall be executed by the transferee.

All representations of the Holder contained herein shall survive the sale and delivery of the Notes to the Holder as representations of fact existing as of the date of execution and delivery of this Investment Letter.

Notwithstanding anything to the contrary herein, the Holder waives any requirement of due diligence and investigation or inquiry on the part of any of the addressees to this Investment Letter.

The above representations are provided solely for the benefit of the addressees of this Investment Letter and may not be relied upon by or furnished to any other person without our prior written consent.

(HOLDER)

By: _____

Print Name: _____

4932-0562-0229, v. 1

TAX EXEMPTION CERTIFICATE

of

CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, ISSUER

\$2,866,000 General Obligation Capital Loan Notes, Series 2025A

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE
CITY OF STORM LAKE, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE is made and entered into on January 9, 2025, by the City of Storm Lake, County of Buena Vista, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$2,866,000 General Obligation Capital Loan Notes, Series 2025A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$2,866,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2025A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the Loan Agreement as the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$2,866,000, as set forth in Exhibit A.
- "Issuer" means the City of Storm Lake, a municipal corporation in the County of Buena Vista, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means equipping the fire department, including the acquisition of fire trucks as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means United Bank of Iowa of Ida Grove, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on December 16, 2024, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the Bond Purchase Agreement.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for

such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will

be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds received at Closing are expected to be deposited and expended as follows:

(a) \$48,642.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$2,817,358.00 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of equipping the fire department, including the acquisition of fire trucks.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such

pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 4.037236 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 5%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

If the Issuer fails to meet one of the foregoing expenditure schedules, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the

Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the

Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$2,866,000 General Obligation Capital Loan Notes, Series 2025A (Covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Finance Director, City of Storm Lake, State of
Iowa

(SEAL)

EXHIBIT "A"

Storm Lake, Iowa - \$2,866,000 General Obligation Capital Loan Notes, Series 2025A

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of United Bank of Iowa, Ida Grove, Iowa (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. ***Purchase of the Bonds.*** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$2,866,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

United Bank of Iowa, Ida Grove, Iowa, as
Purchaser

By: _____

Name: _____

Dated: January 9, 2025

4937-2517-4789, v. 1

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Storm Lake, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2025A, of the City of Storm Lake, State of Iowa, in the amount of \$2,866,000, dated January 9, 2025, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$1,082,000	3.750%	2029*
\$1,030,000	4.000%	2032*
\$754,000	4.250%	2034*

*Term Notes, Final Maturity

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to:

United Bank of Iowa of Ida Grove, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$2,866,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2023), according to the last completed State and County tax lists (100% - Before Rollback)	\$826,604,285
---	---------------

Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$_____
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All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$_____
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IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Storm Lake, State of Iowa, this _____ day of _____, 2024.

Mayor

City Clerk

Finance Director

(CITY SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Storm Lake, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$2,866,000 General Obligation Capital Loan Notes, Series 2025A, of the City dated January 9, 2025, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2024, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2024, at Storm Lake, Iowa.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor

Michael Porsch

(Original Signature)

City Clerk

Mayra A. Martinez

(Original Signature)

City Manager

Keri Navratil

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

Subscribed and sworn to before me by Michael Porsch, Mayra A. Martinez and Keri Navratil on this _____ day of _____, 2024.

Notary Public in and for Buena Vista County,
Iowa

(SEAL)

RESOLUTION NO. 45-R-2025-2026

**RESOLUTION APPROVING AND AUTHORIZING A
FORM OF LOAN AGREEMENT AND AUTHORIZING
AND PROVIDING FOR THE ISSUANCE OF \$2,866,000
GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2025A, AND LEVYING A TAX TO PAY SAID
NOTES; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE**

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the fire department, including the acquisition of fire trucks, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$3,500,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold by private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal previously accepted by the City.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$2,866,000 General Obligation Capital Loan Notes, Series 2025, authorized to be issued by this Resolution.
- "Paying Agent" shall mean UMB Bank, N.A., of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's Agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of equipping the fire department, including the acquisition of fire trucks.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Storm Lake, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$318,715.67	2025/2026*
\$403,820.00	2026/2027
\$403,720.00	2027/2028
\$404,207.50	2028/2029
\$404,245.00	2029/2030
\$403,005.00	2030/2031
\$402,285.00	2031/2032
\$402,045.00	2032/2033
\$400,320.00	2033/2034

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2024 will be collected during the fiscal year commencing July 1, 2024.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2025 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be

available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2023, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2023, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$2,866,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2025A", be dated January 9, 2025, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2025, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$1,082,000	3.750%	2029*
\$1,030,000	4.000%	2032*
\$754,000	4.250%	2034*

*Term Notes, Final Maturity

b) Redemption.

i. Optional Redemption. Notes maturing after January 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Interest Rate	Maturity June 1st
\$160,000	3.750%	2026
\$296,000	3.750%	2027
\$307,000	3.750%	2028
\$319,000	3.750%	2029*

*Final Maturity

Term Note #2

Principal Amount	Interest Rate	Maturity June 1st
\$331,000	4.000%	2030
\$343,000	4.000%	2031
\$356,000	4.000%	2032*

*Final Maturity

Term Note #3

Principal Amount	Interest Rate	Maturity June 1st
\$370,000	4.250%	2033
\$384,000	4.250%	2034*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2025A"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: January 9, 2025
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Storm Lake, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value

received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of TWO MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2025, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of equipping the fire department, including the acquisition of fire trucks, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes maturing after January 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

The Notes maturing on June 1, 2029 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.750% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued

interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Interest Rate	Maturity June 1st
\$160,000	3.750%	2026
\$296,000	3.750%	2027
\$307,000	3.750%	2028
\$319,000	3.750%	2029*

*Final Maturity

The Notes maturing on June 1, 2032 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #2

Principal Amount	Interest Rate	Maturity June 1st
\$331,000	4.000%	2030
\$343,000	4.000%	2031
\$356,000	4.000%	2032*

*Final Maturity

The Notes maturing on June 1, 2034 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.250% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #3

Principal Amount	Interest Rate	Maturity June 1st
\$370,000	4.250%	2033
\$384,000	4.250%	2034*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned
Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual or facsimile signature) _____
Mayor

ATTEST:

By: _____ (manual or facsimile signature) _____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants,

representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 16th day of December, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Staff Summary

12/16/2024

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 46-R-2024-2025 Approving Final Completion, Change Order No. 1, And Final Payment of Runway 17/35 Edge Lighting Replacement**

BACKGROUND: Construction was substantially completed on September 4th, 2024.

A formal final inspection of the Runway 17/35 Edge Lighting project was completed on November 11, 2024. The Project Manager and Airport Manager inspected the project. Thereafter, a punch list was developed and forwarded to attendees and the Contractor. All items on the punch list have now been completed.

A final change order reconciling quantities and establishing the exact final construction cost has been completed. The final construction cost is \$289,132.15, which is slightly below the original contract value of \$296,003.25. Change order #1 is a reflections of the net decrease of the project quantities in the amount of \$6,871.10.

Following acceptance of the project completion, and after a required 30-day waiting period passes, release of retainage funds to the contractor will occur. At that time, the project warranty period will begin.

FISCAL IMPACT: The value of the Contract with Voltmer, Inc was \$296,003.25 with 0 pervious change orders. This change order will result in a \$6,871.10 decrease to the contract, for a final contract value of \$289,132.15.

RECOMMENDATION: Approve Resolution No. 46-R-2024-2025 Approving Final Completion, Change Order No. 1, And Final Payment of Runway 17/35 Edge Lighting Replacement

ATTACHMENTS:

1. 128791-SLB-Runway 1735-Engineers Statement of Completion - Signed JR
2. 128791-Change Order 1 - Final (Quantity Reconciliation)_Signed GV GJ
3. Resolution No. 46-R-2024-2025 - Resolution Accepting Completion of Runway 17-35 Edge LightingProject

ENGINEER'S STATEMENT OF PROJECT COMPLETION

To: City of Storm Lake, Iowa Date: 12/9/2024
Storm Lake Municipal Airport Project: **Install Runway 17/35 Edge Lighting**
620 Erie Street Storm Lake Municipal Airport (SLB)
Storm Lake, IA 50588 BMI Project Number: OT5.128791

The project was considered **substantially complete as of September 4, 2024**. A formal final inspection of the above-referenced project was completed on November 11, 2024. The Project Manager and Airport Manager inspected the project. Thereafter, a punch list was developed and forwarded to attendees and the Contractor. All items on the punch list have now been completed.

Therefore, Bolton & Menk recommends the City of Storm Lake formally accept the project as Complete. A final change order reconciling quantities and establishing the exact final construction cost has been completed. The final construction cost is Two Hundred Eighty-Nine Thousand One Hundred Thirty-Two dollars and Fifteen cents (\$289,132.15), which is slightly below the original contract value of Two Hundred Ninety-Six Thousand Three dollars and Twenty-Five cents (\$296,003.25).

Following acceptance of Project Completion, after the required 30-day waiting period has passed, we recommend final acceptance of the project and release of retainage on the project. At that time, the project warranty period will also begin.

Bolton & Menk, Inc.

BY:  12/10/2024
Project Manager Name, P.E. Date

TITLE: Aviation Project Manager

ACCEPTANCE OF PROJECT COMPLETION

The City of Storm Lake, Iowa formally accepts the project noted above as **COMPLETE as of December 16, 2024**, this the _____ day of _____, 2024.

BY: _____

TITLE: _____

CHANGE ORDER

No. 001

PROJECT: Storm Lake Municipal Airport - Install Runway 17/35 Edge Lighting

DATE OF ISSUANCE: December 9, 2024

EFFECTIVE DATE: December 9, 2024

OWNER: City of Storm Lake

ENGINEER'S PROJECT NO.: 0T5.128791

CONTRACTOR: Voltmer, Inc.

ENGINEER: Bolton & Menk, Inc

FAA AIP: 3-19-0088-018-2023

IDOT Project No. N/A

You are directed to make the following changes in the Contract Documents.

Description:

Reconciliation of Quantities from "As-Bid" to "As-Built" – See Attached Spreadsheet/Summary

Reason for Change Order:

Final payment is based on actual work completed and minor adjustments of quantities occur during construction. This change order adjusts the contract value to match that of the actual work constructed by adjusting original estimated "as-bid" quantities to actual final "as-built" quantities.

Attachments (List of Documents Supporting Change):

1 - Change Order #1 Supporting Document

CHANGES IN CONTRACT PRICE:		CHANGES IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times	
\$	296,003.25	Substantial Completion:	XX days or dates
		Ready for final payment:	days or dates
Net Changes from C.O. No.	N/A to No. N/A	Net changes from C. O.'s No.	N/A to No. N/A
\$	-		0 days
Contract Price Prior to this Change Order		Contract Times Prior to this Change Order	
\$	296,003.25	Substantial Completion:	XX days or dates
		Ready for final payment:	days or dates
Net Decrease of this Change Order		Net Increase/Decrease of this Change Order	
\$	(6,871.10)		0 days
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$	289,132.15	Substantial Completion:	XX days or dates
		Ready for final payment:	days or dates

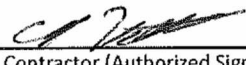
RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: 12/10/2024

Date: _____

Date: 12/10/24

Change Order No. 1
Reconciliation of Final Quantities
Storm Lake Municipal Airport - Install Runway 17/35 Edge Lighting
ENGINEER'S PROJECT NO.: OT5.128791
FAA AIP: 3-19-0088-018-2023
IDOT Project No. N/A

Item No.	Description	Previous Bid / C. O. Quantity	Unit	Unit Price	Previous Bid / Chg. Order Cost	Final Quantity	Final Cost	Quantity Change	Cost Change
BASE BID									
1 .	MOBILIZATION	1	LS	\$ 22,861.00	\$ 22,861.00	1.00	\$ 22,861.00	0.00	\$ -
2 .	TRAFFIC CONTROL	1	LS	\$ 4,320.00	\$ 4,320.00	1.00	\$ 4,320.00	0.00	\$ -
3 .	CONSTRUCTION SURVEY	1	LS	\$ 6,059.00	\$ 6,059.00	1.00	\$ 6,059.00	0.00	\$ -
4 .	SEEDING FERTILIZING AND MULCHING	1	LS	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	0.00	\$ -
5 .	NO. 8 AWG 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	15000	LF	\$ 1.20	\$ 18,000.00	15,374.00	\$ 18,448.80	374.00	\$ 448.80
6 .	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH OR ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	11500	LF	\$ 1.50	\$ 17,250.00	10,763.00	\$ 16,144.50	(737.00)	\$ (1,105.50)
7 .	NON-ENCASED 2" PVC/HDPE CONDUIT	12500	LF	\$ 3.40	\$ 42,500.00	11,172.00	\$ 37,984.80	(1,328.00)	\$ (4,515.20)
8 .	2" PVC/HDPE CONDUIT, DIRECTIONALLY BORED	125	LF	\$ 24.75	\$ 3,093.75	125.00	\$ 3,093.75	0.00	\$ -
9 .	2 WAY 2" PVC/HDPE CONDUIT, DIRECTIONALLY BORED	125	LF	\$ 46.50	\$ 5,812.50	125.00	\$ 5,812.50	0.00	\$ -
10 .	L-867 ELECTRICAL HANDHOLE, SIZE B, 24" DEEP	4	EA	\$ 776.00	\$ 3,104.00	2.00	\$ 1,552.00	(2.00)	\$ (1,552.00)
11 .	L-861 (L) MIRL, 24" TALL, BASE MOUNTED RUNWAY EDGE LIGHT	49	EA	\$ 1,230.00	\$ 60,270.00	49.00	\$ 60,270.00	0.00	\$ -
12 .	L-861SE (L) MIRL, 24" TALL, BASE MOUNTED RUNWAY THRESHOLD LIGHT	16	EA	\$ 1,410.00	\$ 22,560.00	16.00	\$ 22,560.00	0.00	\$ -
13 .	L-861 T (L) MITL, 24" TALL, BASE MOUNTED TAXIWAY EDGE LIGHT	21	EA	\$ 1,263.00	\$ 26,523.00	21.00	\$ 26,523.00	0.00	\$ -
14 .	L-858 (L) GUIDANCE SIGN, SIZE 1, DOUBLE FACE	4	EA	\$ 5,198.00	\$ 20,792.00	4.00	\$ 20,792.00	0.00	\$ -
15 .	SPARE PARTS, AS LISTED	1	LS	\$ 3,158.00	\$ 3,158.00	1.00	\$ 3,158.00	0.00	\$ -
16 .	DEMOLITION AND REMOVAL OF EXISTING EDGE LIGHTING SYSTEM	1	LS	\$ 12,150.00	\$ 12,150.00	1.00	\$ 12,150.00	0.00	\$ -
TOTAL - BASE BID					\$ 280,453.25		\$ 273,729.35		\$ (6,723.90)
BID ALTERNATE "A"									
A1 .	L-807 (L) LED, STYLE I-B, SIZE 2, PRIMARY WIND CONE AND FOUNDATION, IN PLACE	1	EA	\$ 9,620.00	\$ 9,620.00	1.00	\$ 9,620.00	0.00	\$ -
A2 .	NO. 6 AWG, 600V, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	50	LF	\$ 3.86	\$ 193.00	30.00	\$ 115.80	(20.00)	\$ (77.20)
A3 .	NO. 6 AWG, 600V EQUIPMENT GROUND, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	25	LF	\$ 7.00	\$ 175.00	15.00	\$ 105.00	(10.00)	\$ (70.00)
A4 .	NON-ENCASED 2" PVC/HDPE CONDUIT	15	LF	\$ 35.00	\$ 525.00	15.00	\$ 525.00	0.00	\$ -
A5 .	L-867 ELECTRICAL HANDHOLE, SIZE D, 24" DEEP	1	EA	\$ 981.00	\$ 981.00	1.00	\$ 981.00	0.00	\$ -
A6 .	DEMOLITION AND REMOVAL OF EXISTING WINDCONE	1	LS	\$ 675.00	\$ 675.00	1.00	\$ 675.00	0.00	\$ -
TOTAL - BID ALTERNATE "A"					\$ 12,169.00		\$ 12,021.80		\$ (147.20)
BID ALTERNATE "B"									
B1 .	L-802A (L) LED HIGH INTENSITY ROTATING BEACON, OWNER FURNISHED, CONTRACTOR INSTALLED, IN PLACE	1	EA	\$ 2,706.00	\$ 2,706.00	1.00	\$ 2,706.00	0.00	\$ -

B2 .	DEMOLITION AND REMOVAL OF EXISTING ROTATING BEACON	1	LS	\$ 675.00	\$ 675.00	1.00	\$ 675.00	0.00	\$ -
TOTAL - BID ALTERNATE "B"					\$ 3,381.00		\$ 3,381.00		\$ -
CHANGE ORDER NO. 1 (FINAL)									
CO1-1 .	Reconciliation of Final Quantities	Total of "Cost Change" column				N/A		\$ (6,871.10)	
TOTAL - CHANGE ORDER NO. 1 (FINAL)					\$ -		\$ -		\$ (6,871.10)
Reconciled Cost Total for Base Bid, Awarded Bid Alternates, and Approved Change Orders					\$ 296,003.25		\$ 289,132.15		\$ (6,871.10)
		N/A		Costs Associated with this Item shown in lower right as sum of "Cost Change" column, so not duplicated in columns on this line marked "N/A"					
Note: (1) Parentheses indicate negative change in quantity and cost.									

RESOLUTION NO. 46-R-2024-2025

**RESOLUTION ACCEPTING COMPLETION OF THE INSTALL RUNWAY 17/35
EDGE LIGHTING IMPROVEMENTS PROJECT AT THE STORM LAKE MUNICIPAL
AIRPORT IN STORM LAKE, IOWA**

WHEREAS, all construction related work has now been completed for the Install Runway 17/35 Edge Lighting Improvements project at the Storm Lake Municipal Airport in Storm Lake, Iowa; and

WHEREAS, the City Council of the City of Storm Lake, Iowa awarded a contract to Voltmer, Inc. of Decorah, Iowa in the amount of in the amount of Two Hundred Ninety-Six Thousand, Three dollars and Twenty-Five cents (\$296,003.25) on May 3, 2023, for the Install Runway 17/35 Edge Lighting Improvements; and

WHEREAS, Voltmer, Inc. has completed their work, and the Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

WHEREAS, the final contract amount, based on actual measured quantities of work completed, is Two Hundred Eighty-Nine Thousand, One Hundred Thirty-Two dollars and Fifteen cents (\$289,132.15).

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

Section 1. That the City of Storm Lake, Iowa hereby accepts completion of the project, and authorizes the city staff to execute payment of the retainage in the amount of Fourteen Thousand, Four Hundred Fifty-Six dollars and Sixty-One cents (\$14,456.61) to Voltmer, Inc. no sooner than 30 days after approval of this resolution, should no claims be on file, or as otherwise required by Iowa Administrative Code Chapter 573 for Labor and Material on Public Improvements.

Passed this 16th day of December 2024.

CITY OF STORM LAKE

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

12/16/2024

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: Lee Dutfield, Development Services Specialist

SUBJECT: **Resolution No. 47-R-2024-2025 authorizing execution of a Termination Agreement by and between the City of Storm Lake and Storm Lake Development Group LLC terminating the Agreement for Private Development by and between the City of Storm Lake and Storm Lake Development Group LLC**

BACKGROUND: The City of Storm Lake entered into a Development Agreement with Storm Lake Development Group LLC on June 27th, 2016.

In November, 2016, the developer completed approximately \$1,400,000 in Minimum Improvements by constructing a 20,375 square foot commercial building space requiring an investment of approximately \$1,700,000 for construction costs. As further consideration of the Agreement the Developer and the City of Storm Lake executed a Minimum Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) agreeing that the Minimum Improvements to be constructed on the Development Property of not less than \$1,400,000 upon completion.

Under the Urban Renewal Plan the City agreed to provide the Developer with up to ten (10) years of consecutive annual payments of Economic Development Grants not to exceed \$225,000 commencing on June 1, 2019, and ending on June 1, 2028, pursuant to the Urban Renewal Act.

On December 5, 2024, the Developer sent a written request for the mutual termination of the Development Agreement as soon as possible. The Developer acknowledges that this will end all obligations under the agreement for both the Developer and the City of Storm Lake. The Developer is selling the property and neither the

Developer nor Buyer wish to transfer the Development Agreement.

The effect of the Termination Agreement would be to terminate the 2016 Development Agreement including the Minimum Assessment Agreement, such that all obligations and rights under the 2016 Development Agreement would terminate. This includes the City's obligation to make subsequent Economic Development Grant payments.

FISCAL IMPACT: There is no fiscal impact to the City for the termination of this development agreement. The City has paid \$199,895.31 in rebates year to date against the NTE \$225,000 rebate amount outlined in the agreement. The difference of \$25,104.69 will be diverted to another debt obligation in the Bargloff Urban Renewal Area.

RECOMMENDATION: Approve Resolution No. 47-R-2024-2025

ATTACHMENTS:

1. Termination Agreement
2. Resolution No. 47-R-2024-2025 - Resolution Termination of Storm Lake Development Group LLC

**TERMINATION AGREEMENT
CONCERNING
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF STORM LAKE, IOWA
AND
STORM LAKE DEVELOPMENT GROUP LLC**

Pursuant to the terms and conditions of this termination agreement ("Termination Agreement"), entered into on or as of _____, 2024, the CITY OF STORM LAKE, IOWA, a municipality ("City") and STORM LAKE DEVELOPMENT GROUP LLC, a Wisconsin limited liability company ("Developer") mutually agree to terminate that certain Agreement for Private Development by and between the City and Developer dated June 27, 2016, and amended by a First Amendment dated August 1, 2016 (collectively the "Agreement"), that concerns the construction of certain improvements to be constructed on certain property legally described on Exhibit A attached hereto (the "Development Property").

WHEREAS, the Developer has completed construction of the Minimum Improvements described in the Agreement and now desires to sell the Development Property; and

WHEREAS, the Developer has requested to terminate the Agreement and the City is agreeable to this request, in consideration of the result that no additional Economic Development Grants (as described in the Agreement) will be paid following said termination.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, each of them does hereby covenant and agree with the other as follows:

Section 1. Termination of Agreement and Minimum Assessment Agreement.

a. The City and Developer hereby agree that the Agreement is hereby terminated as of the date of this Termination Agreement, and shall have no further effect of any kind.

b. Further, the City and Developer hereby agree that the Minimum Assessment Agreement dated June 27, 2016 and executed in connection with the Agreement, concerning the Development Property, is hereby terminated as of the date of that the Buena Vista County Assessor acknowledges the termination of the Minimum Assessment Agreement in writing (such acknowledgement to be in substantially the form attached hereto as Exhibit B). The Minimum Assessment Agreement shall have no further effect of any kind after the date of the Buena Vista County Assessor's written acknowledgement of this termination.

Section 2. Mutual Release. The City and Developer hereby waive any claims against one another related to rights or obligations under the Agreement and hereby agree to release their rights to pursue any remedies under the Agreement. The Parties agree that the release set forth in this Section 2 shall be construed to be and shall remain in effect in all respects as a complete general release as to the matters herein related.

Section 3. Definitions, Titles of Sections. Terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement. Any titles of the several parts and Sections of this Termination Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 4. Counterparts. This Termination Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5. Governing Law. This Termination Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6. Entire Agreement. This Termination Agreement reflects the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Termination Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 7. Authority to Execute. Developer represents and warrants that Developer has not assigned any of its rights or interests in the Agreement. Developer represents and warrants that it has duly obtained all necessary approvals and consents for the execution and delivery of this Termination Agreement, and has full power and authority to execute and deliver this Termination Agreement.

Section 8. Successors and Assigns. This Termination Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City has caused this Termination 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 Developer has caused this Termination 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.

[Signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra 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 Termination Agreement – City of Storm Lake]

DEVELOPER:

STORM LAKE DEVELOPMENT GROUP
LLC, a Wisconsin limited liability company

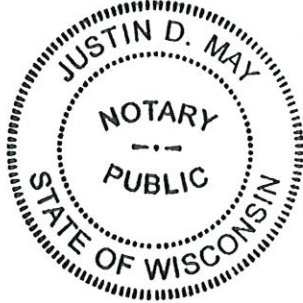
By: Richard W. Johnson

Name: RICHARD W. JOHNSON

Its/Title: MANAGING MEMBER

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

This record acknowledged before me on 12-11, 2024 by
RICHARD W. JOHNSON as the MANAGING MEMBER of Storm Lake Development Group LLC.



[Signature]
Notary Public in and for said state
My commission expires: 1-5 2026

[Signature page to Termination Agreement – Developer]

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The legal description of the North #1 – Bargloff Urban Renewal Amendment No. 2 Area is as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

and

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE1/4) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE1/4) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

and

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's Commercial Second Addition to the City of Storm Lake.

EXHIBIT B
BUENA VISTA COUNTY ASSESSOR'S ACKNOWLEDGEMENT OF THE
TERMINATION OF MINIMUM ASSESSMENT AGREEMENT

The undersigned is in receipt of the Termination Agreement by and between the City of Storm Lake, Iowa (the "City") and Storm Lake Development Group LLC dated as of _____, 2024, which terminates the Agreement for Private Development dated June 27, 2016, and amended by a First Amendment dated August 1, 2016, between the City and Storm Lake Development Group LLC (the "Original Agreement") and also terminates the Minimum Assessment Agreement entered into by the City and Storm Lake Development Group LLC dated June 27, 2016 (the "Minimum Assessment Agreement"), both of which concern the real property on the foregoing Exhibit A.

Accordingly, the undersigned hereby acknowledges that the Minimum Assessment Agreement is terminated and shall have no further force or effect.

Assessor for Buena Vista County, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

Subscribed and sworn to before me by _____, Assessor for Buena Vista County, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

RESOLUTION NO. 47-R-2024-2025

RESOLUTION AUTHORIZING EXECUTION OF A TERMINATION AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND STORM LAKE DEVELOPMENT GROUP LLC TERMINATING THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF STORM LAKE AND STORM LAKE DEVELOPMENT GROUP LLC

WHEREAS, the City of Storm Lake, Iowa ("City") and Storm Lake Development Group LLC ("Developer") previously entered into an Agreement for Private Development dated June 27, 2016, and as amended by a First Amendment dated August 1, 2016, (collectively the "Agreement"); and

WHEREAS, the Agreement proposed that the Developer would construct certain improvements on certain real property as legally described in the Termination Agreement (the "Development Property"); and

WHEREAS, pursuant to the terms of the Agreement, the City and Developer entered into a Minimum Assessment Agreement dated as of June 27, 2016, setting a minimum assessment value to be assigned to the Development Property; and

WHEREAS, the Developer has completed construction of the Minimum Improvements described in the Agreement and now desires to sell the Development Property; and

WHEREAS, the Developer has requested to terminate the Agreement, pursuant to a proposed Termination Agreement by and between the City and Developer.

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

Section 1. That the form and content of the Termination Agreement, the provisions of which are incorporated herein by reference, are hereby approved, and the Mayor and the City Clerk are hereby authorized, empowered, and directed to execute, attest, seal, and deliver the Termination Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers.

Section 2. That the City Clerk is hereby authorized and directed to obtain written acknowledgment of the Buena Vista County Assessor to the termination of the Minimum Assessment Agreement and thereafter record a copy of the executed and acknowledged Termination Agreement in the records of the Buena Vista County Recorder.

PASSED AND APPROVED this 16th day of December, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this 16th day of December, 2024.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Staff Summary

12/16/2024

Agenda Item # F.8.



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: **Motion Setting A Public Hearing for the CDBG Well Project**

BACKGROUND: Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Storm Lake is hereby providing Public Notice that on Monday, January 6, 2025, at 5:00 p.m., the City Council will hold a public hearing at City Hall. The purpose of the hearing will be to provide the public information concerning the progress, scope, budget and status of the City's New Water Well Project.

FISCAL IMPACT: Cost of Publication

RECOMMENDATION: Set Public Hearing for January 6, 2025 at City Council Chambers

ATTACHMENTS:

1. Hearing Notice-Well Project

(NOTE: This needs to run once in local paper no less than 4 days, and no more than 20 days, prior to the Hearing. Thank you.)

PUBLIC NOTICE

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Storm Lake is hereby providing Public Notice that on Monday, January 6, 2025, at 5:00 p.m., the City Council will hold a public hearing at City Hall. The purpose of the hearing will be to provide the public information concerning the progress, scope, budget and status of the City's New Water Well Project.

This project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority and DNR/SRF Funding.

If you have questions concerning the project, or if you require special accommodations to attend the hearing, such as handicapped accessibility or translation services, you may contact the City Manager at City Hall. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting or submit written comments to City Hall before the Hearing.

Program Contact: City Hall at 712-732-8000 or Program Administrators (Simmering-Cory) at (641) 355-4072.

Keri Navratil, City Manager

Staff Summary

12/16/2024

Agenda Item # F.9.



REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion to Adopt Resolution No. 48-R-2024-2025 Approving Final Completion, Change Order No. 2, and Final Payment of the 2024 Memorial Road Street & Utilities Improvements Project**

BACKGROUND: The new Kwik Star development combined with expected improvements/redevelopment on adjacent properties are expected to notably increase vehicle traffic within the Memorial Road corridor, particularly at and north of its intersection with Lakeshore Drive (Highway 7). Prior to construction, the roadway was gravel and did not have the structural capacity to accommodate the anticipated traffic loading. Additionally, this area is prone to inundation during notable rain events.

The project replaced the gravel roadway with a new concrete/curb and gutter roadway. A new storm system has been constructed to minimize flooding events and sanitary sewer has been extended from Lakeshore Drive to serve future development within the corridor. Minimal watermain improvements were warranted as the existing system was deemed to be generally in a condition sufficient to serve future development.

Construction generally proceeded as planned. The most notable change included the City-requested installation of a bypass assembly at the Scout Park Lift Station, which will provide efficiencies for the upcoming Scout Park Lift Station work. This change was approved with Change Order 1 and also included the replacement of air release valves on the forcemain downstream from the lift station. Change Order 2 includes general quantity reconciliation items. The quantities most attributed to the cost increase were removal of additional contaminated soil and replacement of watermain, resultant of

conditions discovered through the course of construction.

FISCAL IMPACT: The value of the contract with Reding's Gravel & Excavating Co., Inc. is \$3,353,615.00 with one previous change order. Change Order 2 will reconcile the final quantities and result in a \$5,984.75 increase to the contract, for a final contract value of \$3,359,599.75.

RECOMMENDATION: Approve Resolution 48-R-2024-2025 Approving Final Completion, Change Order No. 2, and Final Payment of \$179,971.65.

ATTACHMENTS:

1. 2024-12-16 131538 Pay Application 7 (Final) + CO2 to City
2. Resolution No. 48-R-2024-2025 - Resolution Approving Final Completion Memorial Road



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Phone: (712) 580-5075
Bolton-Menk.com

VIA EMAIL
December 10, 2024

Tyler Gibbins
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
gibbins@stormlake.org

RE: Memorial Road Street & Utility Improvements
City of Storm Lake, Iowa
Project No.: 0P1.131538

Dear Tyler,

Attached is Payment Request No. 7 (Final), in the amount of \$179,971.65, payable to Reding's Gravel & Excavating Co., Inc. for completion of their work on the Memorial Road Street & Utility Improvements project. Also attached are: the Final Completion Resolution and Staff Summary, Consent of Surety to Final Payment, Certificate of Substantial Completion, Notice of Acceptability, and Change Order No. 2, increasing the contract price by \$5,984.75. The total final contract amount is \$3,359,599.75.

To the best of our knowledge, the project has been completed in substantial accordance with the plans and specifications; and we are not aware of any reason, at this time, to withhold final payment from the contractor. In accordance with Iowa Code, please wait 30 days to pay the remaining 5% of the contract, or \$167,979.99.

Please present these documents to the City Council for their consideration. Once everything is satisfactory and approved, we will route Payment Request No. 7 (Final) and Change Order No. 2 for signature via DocuSign. Please send a signed copy of the Payment Request to the Contractor with payment.

If you have any questions, feel free to contact me at (507) 513-9066 or by email at Katy.Gehler@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Katy Gehler
Senior Project Manager

KG/ab
Enclosures

Contractor's Application for Payment

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OP1.131538
Contractor:	Reding's Gravel & Excavating Co., Inc.	Agency's Project No.:	
Project:	2024 Memorial Road Street and Utility Improvements		
Contract:			
Application No.:	7-Final	Application Date:	12/10/2024
Application Period:	From 10/19/2024	to	11/15/2024

1. Original Contract Price	\$	3,133,224.75
2. Net change by Change Orders	\$	226,375.00
3. Current Contract Price (Line 1 + Line 2)	\$	3,359,599.75
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	3,359,599.75
5. Retainage		
a. ☒ X \$ 3,359,599.75 Work Completed	\$	-
b. ☒ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	3,359,599.75
7. Less previous payments	\$	3,179,628.10
8. Amount due this application	\$	179,971.65
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

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; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Reding's Gravel & Excavating Co., Inc.

Signed by:
Signature: John C. Reding
Name: John C. Reding
Date: December 10, 2024
Title: Secretary

Recommended by Engineer

DocuSigned by:
By: Josh Pope
Name: Josh Pope, P.E.
Title: City Infrastructure Engineer
Date: December 9, 2024

Approved by Owner

By: _____
Name: Michael Porsch
Title: Mayor
Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Storm Lake
Engineer:	Bolton & Menk, Inc.
Contractor:	Reding's Gravel & Excavating Co., Inc.
Project:	2024 Memorial Road Street and Utility Improvements
Contract:	2024 Memorial Road Street and Utility Improvements

Owner's Project No.:	
Engineer's Project No.:	
Contractor's Project No.:	
Agency's Project No.:	

Application No.:	7-Final	Application Period:	From	10/19/24	to	11/15/24	Application Date:	12/10/24
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A	B	C	D	E	F	F1	F2	G	H	K
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (J / F) (%)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	
Original Contract										
1	CONSTRUCTION ALLOWANCE	44,984.61	UNIT	1.00	44,984.61	43,865.61	43,865.61	44,984.61	44,984.61	100%
2	MOBILIZATION	1.00	L S	78,925.00	78,925.00	0.88	69,454.00	1.00	78,925.00	100%
3	CLEARING AND GRUBBING	4.00	EACH	500.00	2,000.00	4.00	2,000.00	4.00	2,000.00	100%
4	REMOVE DEBRIS	10.00	C Y	190.00	1,900.00	10.00	1,900.00	10.00	1,900.00	100%
5	SALVAGE & RELOCATE MAILBOX	1.00	EACH	1,465.00	1,465.00	-	-	1.00	1,465.00	100%
6	REMOVE, SALVAGE & REINSTALL SIGN	3.00	EACH	600.00	1,800.00	-	-	3.00	1,800.00	100%
7	REMOVE CURB AND GUTTER	305.00	L F	10.00	3,050.00	305.00	3,050.00	305.00	3,050.00	100%
8	REMOVE CONCRETE DRIVEWAY/SIDEWALK	494.00	S Y	11.00	5,434.00	494.00	5,434.00	494.00	5,434.00	100%
9	REMOVE CONCRETE PAVEMENT	1,272.00	S Y	12.00	15,264.00	1,272.00	15,264.00	1,272.00	15,264.00	100%
10	REMOVE GRAVEL DRIVEWAY	1,193.00	SY	3.00	3,579.00	1,074.00	3,222.00	1,193.00	3,579.00	100%
11	REMOVE ASPHALT PAVEMENT	1,055.00	S Y	8.00	8,440.00	1,055.00	8,440.00	1,055.00	8,440.00	100%
12	REMOVE GRAVEL ROAD	3,272.00	SY	3.00	9,816.00	2,863.00	8,589.00	3,272.00	9,816.00	100%
13	REMEDIATION OF PETRO CONTAMINATED SOIL	113.00	C Y	175.00	19,775.00	113.00	19,775.00	113.00	19,775.00	100%
14	SAMPLE AND TEST PETRO CONTAMINATION (REMEDIATION)	4.00	EACH	575.00	2,300.00	4.00	2,300.00	4.00	2,300.00	100%
15	EXCAVATION, CLASS 13 (P)	9,852.00	C Y	10.75	105,909.00	8,620.00	92,665.00	9,852.00	105,909.00	100%
16	STABILIZING AGGREGATE	178.00	TON	61.00	10,858.00	178.00	10,858.00	178.00	10,858.00	100%
17	PIPE SUBGRADE EXCAVATION (EV)	-	CY	10.00	-	-	-	-	-	-
18	PIPE AGGREGATE BEDDING	42.00	TON	53.00	2,226.00	42.00	2,226.00	42.00	2,226.00	100%
19	COMPACTION W/MOISTURE & DENSITY CONTROL	3,948.00	C Y	6.00	23,688.00	3,454.00	20,724.00	3,948.00	23,688.00	100%
20	MODIFIED SUBBASE	1,351.00	C Y	79.00	106,729.00	1,216.00	96,064.00	1,351.00	106,729.00	100%
21	DEWATERING	1.00	L S	5,275.00	5,275.00	-	-	1.00	5,275.00	100%
22	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE	5,510.00	S Y	79.50	438,045.00	4,775.00	379,612.50	5,510.00	438,045.00	100%
23	HIGHWAY PATCH	173.80	S Y	314.00	54,573.20	173.80	54,573.75	173.80	54,573.20	100%
24	PARKING LOT PCC PAVEMENT, CLASS C, 8"	1,056.00	S Y	98.00	103,488.00	-	-	1,056.00	103,488.00	100%
25	6" PERF PVC PIPE DRAIN	2,846.00	L F	32.50	92,495.00	2,296.00	74,620.00	2,846.00	92,495.00	100%
26	6" PVC PIPE DRAIN CLEANOUT	6.00	EACH	1,250.00	7,500.00	4.00	5,000.00	6.00	7,500.00	100%
27	SIDEWALK, PCC, 4"	46.00	S Y	180.00	8,280.00	11.00	1,980.00	46.00	8,280.00	100%
28	SIDEWALK, PCC, 6"	40.00	S Y	186.00	7,440.00	40.00	7,440.00	40.00	7,440.00	100%
29	DRIVEWAY, PCC, 7", CLASS M	928.00	S Y	104.00	96,512.00	382.00	39,728.00	928.00	96,512.00	100%
30	DETECTABLE WARNING	20.00	S F	56.00	1,120.00	20.00	1,120.00	20.00	1,120.00	100%
31	TRAFFIC CONTROL	1.00	L S	50,200.00	50,200.00	0.88	44,176.00	1.00	50,200.00	100%
32	STABILIZED CONSTRUCTION ENTRANCE	106.00	S Y	26.00	2,756.00	106.00	2,756.00	106.00	2,756.00	100%
33	INLET CONTROL DEVICE	18.00	EACH	350.00	6,300.00	4.00	1,400.00	18.00	6,300.00	100%
34	MACHINE SPLICED SILT FENCE	715.00	L F	5.00	3,575.00	715.00	3,575.00	715.00	3,575.00	100%
35	WADDLES	2,855.00	L F	5.75	16,416.25	540.00	3,105.00	2,855.00	16,416.25	100%
36	TOPSOIL FURNISHING AND SPREADING (LV)	538.00	C Y	41.00	22,058.00	-	-	538.00	22,058.00	100%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Storm Lake
Engineer:	Bolton & Menk, Inc.
Contractor:	Reding's Gravel & Excavating Co., Inc.
Project:	2024 Memorial Road Street and Utility Improvements
Contract:	2024 Memorial Road Street and Utility Improvements

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:
Agency's Project No.:

Application No.: 7-Final Application Period: From 10/19/24 to 11/15/24 Application Date: 12/10/24

A	B	C	D	E	F	F1	F2	G	H	K
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (I / F) (%)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	
37	PAINTED PAVEMENT MARKING, 8", SINGLE LINE, WHITE	494.00	L F	35.00	17,290.00	-	-	494.00	17,290.00	100%
38	PAINTED PAVEMENT MARKINGS, 4", DOUBLE CENTERLINE,	35.00	L F	88.00	3,080.00	35.00	3,080.00	35.00	3,080.00	100%
39	PAINTED PAVEMENT MARKINGS, 4", SINGLE LINE, WHITE	55.00	L F	88.00	4,840.00	55.00	4,840.00	55.00	4,840.00	100%
40	PAINTED PAVEMENT MARKINGS, 24", STOP LINE, WHITE	27.00	L F	30.00	810.00	27.00	810.00	27.00	810.00	100%
41	EXPLORATORY EXCAVATION	25.50	HOURL	550.00	14,025.00	25.50	14,025.00	25.50	14,025.00	100%
42	HYDRAULIC MULCH W/ TYPE 1 SEED MIX & FERTILIZER	1.11	ACRE	9,950.00	11,044.50	-	-	1.11	11,044.50	100%
43	DUST CONTROL/WATER	-	MGAL	46.00	-	-	-	-	-	-
44	MOBILIZATION, EROSION CONTROL	2.00	EACH	645.00	1,290.00	1.00	645.00	2.00	1,290.00	100%
45	REMOVE SANITARY STRUCTURE	3.00	EACH	1,160.00	3,480.00	3.00	3,480.00	3.00	3,480.00	100%
46	REMOVE SANITARY SEWER PIPE	377.00	L F	24.00	9,048.00	377.00	9,048.00	377.00	9,048.00	100%
47	REMOVE SANITARY SEWER SERVICE PIPE	82.00	LF	32.00	2,624.00	82.00	2,624.00	82.00	2,624.00	100%
48	REMOVE FORCEMAIN	16.00	L F	820.00	13,120.00	16.00	13,120.00	16.00	13,120.00	100%
49	CONNECT TO EXISTING SANITARY MANHOLE	0.39	EACH	6,100.00	2,348.50	0.39	2,348.50	0.39	2,348.50	100%
50	CONNECT TO EXISTING FORCEMAIN	2.00	EACH	68,900.00	137,800.00	2.00	137,800.00	2.00	137,800.00	100%
51	MANHOLE ADJUSTMENT, MINOR	0.92	EACH	2,150.00	1,978.00	-	-	0.92	1,978.00	100%
52	4" CLEAN-OUT ASSEMBLY	1.00	EACH	1,625.00	1,625.00	1.00	1,625.00	1.00	1,625.00	100%
53	6" CLEAN-OUT ASSEMBLY	2.00	EACH	1,850.00	3,700.00	2.00	3,700.00	2.00	3,700.00	100%
54	8" PVC PIPE SEWER	660.35	L F	93.00	61,412.09	660.35	61,412.09	660.35	61,412.09	100%
55	4" PVC SANITARY SERVICE PIPE	28.00	L F	115.00	3,220.00	28.00	3,220.00	28.00	3,220.00	100%
56	6" PVC SANITARY SERVICE PIPE	62.00	L F	122.00	7,564.00	62.00	7,564.00	62.00	7,564.00	100%
57	8" X 6" WYE	2.00	EACH	1,100.00	2,200.00	2.00	2,200.00	2.00	2,200.00	100%
58	8" X 4" WYE	1.00	EACH	1,015.00	1,015.00	1.00	1,015.00	1.00	1,015.00	100%
59	18" DIP FORCEMAIN	19.00	L F	1,400.00	26,600.00	19.00	26,600.00	19.00	26,600.00	100%
60	SANITARY FITTINGS BY WEIGHT, DUCTILE IRON	1,200.00	L B	26.00	31,200.00	1,200.00	31,200.00	1,200.00	31,200.00	100%
61	36" STEEL CASING PIPE (OPEN CUT)	50.00	L F	800.00	40,000.00	50.00	40,000.00	50.00	40,000.00	100%
62	CASTING ASSEMBLY (SANITARY)	4.00	EACH	1,850.00	7,400.00	4.00	7,400.00	4.00	7,400.00	100%
63	MANHOLE, SANITARY SEWER, SW-301 N 48	26.39	L F	840.00	22,167.60	23.00	19,320.00	26.39	22,167.60	100%
64	SANITARY CHIMNEY SEAL	4.00	EACH	770.00	3,080.00	4.00	3,080.00	4.00	3,080.00	100%
65	18" FORCEMAIN VALVE	1.00	EACH	78,500.00	78,500.00	1.00	78,500.00	1.00	78,500.00	100%
66	TEMPORARY CONVEYANCE SYSTEM	1.00	LS	219,750.00	219,750.00	1.00	219,750.00	1.00	219,750.00	100%
67	REMOVE WATER MAIN	246.00	L F	26.00	6,396.00	246.00	6,396.00	246.00	6,396.00	100%
68	REMOVE GATE VALVE & BOX	6.00	EACH	775.00	4,650.00	6.00	4,650.00	6.00	4,650.00	100%
69	ADJUST GATE VALVE & BOX	-	EACH	1,235.00	-	-	-	-	-	-
70	RELOCATE IRRIGATION VALVE	2.00	EACH	775.00	1,550.00	2.00	1,550.00	2.00	1,550.00	100%
71	4" GATE VALVE AND BOX	1.00	EACH	2,425.00	2,425.00	1.00	2,425.00	1.00	2,425.00	100%
72	8" GATE VALVE AND BOX	7.00	EACH	4,100.00	28,700.00	7.00	28,700.00	7.00	28,700.00	100%
73	4" INSULATION	10.00	SQ YD	115.00	1,150.00	10.00	1,150.00	10.00	1,150.00	100%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	
Contractor:	Reding's Gravel & Excavating Co., Inc.	Contractor's Project No.:	
Project:	2024 Memorial Road Street and Utility Improvements	Agency's Project No.:	
Contract:	2024 Memorial Road Street and Utility Improvements		

Application No.:	7-Final	Application Period:	From	10/19/24	to	11/15/24	Application Date:	12/10/24
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A	B	C	D	E	F	F1	F2	G	H	K
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (I / F) (%)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	
74	4" WATERMAIN DUCTILE IRON CL 52	67.00	LF	118.00	7,906.00	67.00	7,906.00	67.00	7,906.00	100%
75	8" WATERMAIN DUCTILE IRON CL 52	211.00	L F	244.00	51,484.00	211.00	51,484.00	211.00	51,484.00	100%
76	WATER SERVICE PIPE, POLYETHYLENE, 1"	-	L F	315.00	-	-	-	-	-	-
77	CONNECT TO EXISTING WATER MAIN	17.00	EACH	3,400.00	57,800.00	17.00	57,800.00	17.00	57,800.00	100%
78	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	1,421.00	L B	19.00	26,999.00	1,421.00	26,999.00	1,421.00	26,999.00	100%
79	REMOVE STORM STRUCTURE	4.00	EACH	2,385.00	9,540.00	4.00	9,540.00	4.00	9,540.00	100%
80	REMOVE STORM CULVERT, HEADWALL & ENDWALL	26.00	L F	157.00	4,082.00	26.00	4,082.00	26.00	4,082.00	100%
81	REMOVE STORM SEWER PIPE	400.00	L F	49.00	19,600.00	400.00	19,600.00	400.00	19,600.00	100%
82	12" RCP STORM SEWER PIPE	351.00	L F	101.00	35,451.00	351.00	35,451.00	351.00	35,451.00	100%
83	15" RCP STORM SEWER PIPE	258.00	L F	94.00	24,252.00	258.00	24,252.00	258.00	24,252.00	100%
84	36" X 22" RCP STORM SEWER PIPE (ARCH)	11.00	L F	407.00	4,477.00	11.00	4,477.00	11.00	4,477.00	100%
85	36" RCP STORM SEWER PIPE	34.00	L F	268.00	9,112.00	34.00	9,112.00	34.00	9,112.00	100%
86	42" RCP STORM SEWER PIPE	950.00	L F	342.00	324,900.00	950.00	324,900.00	950.00	324,900.00	100%
87	MANHOLE, STORM SEWER, SPECIAL MH1	1.00	EACH	70,125.00	70,125.00	1.00	70,125.00	1.00	70,125.00	100%
88	MANHOLE, STORM SEWER, SPECIAL MH2	1.00	EACH	100,670.00	100,670.00	1.00	100,670.00	1.00	100,670.00	100%
89	INTAKE, SW-502 N - 72	47.60	L F	2,030.00	96,628.00	47.60	96,628.00	47.60	96,628.00	100%
90	MANHOLE, STORM SEWER, SW-401 N 72	10.50	L F	3,210.00	33,705.00	10.50	33,705.00	10.50	33,705.00	100%
91	INTAKE, SW-501 N	30.00	L F	1,245.00	37,350.00	30.00	37,350.00	30.00	37,350.00	100%
92	INTAKE, SW-502 N - 84	9.60	L F	2,145.00	20,592.00	9.60	20,592.00	9.60	20,592.00	100%
93	INTAKE, SW-502 N - 60	9.60	L F	1,530.00	14,688.00	9.60	14,688.00	9.60	14,688.00	100%
94	MANHOLE, STORM SEWER, SW-513 (60 IN X 60 IN)	11.00	L F	2,215.00	24,365.00	11.00	24,365.00	11.00	24,365.00	100%
95	CASTING ASSEMBLY (STORM)	16.00	EACH	1,140.00	18,240.00	16.00	18,240.00	16.00	18,240.00	100%
		-	-	-						
Original Contract Totals + Adjusted Quantities					\$ 3,133,224.75		\$ 2,760,160.45		\$ 3,133,224.75	
Change Orders										
CO1-1	EXPLORATORY EXCAVATION	10.00	HR	550.00	5,500.00	10.00	5,500.00	10.00	5,500.00	100%
CO1-2	TEMPORARY CONVEYANCE SYSTEM - BYPASS ASSEMBLY	1.00	L S	53,340.00	53,340.00	1.00	53,340.00	1.00	53,340.00	100%
CO1-3	18" FORCEMAIN VALVE	1.00	EACH	78,500.00	78,500.00	1.00	78,500.00	1.00	78,500.00	100%
CO1-4	8" ON 18" TAPPING VALVE ASSEMBLY - W/ AUX. GATE VALVE	2.00	EACH	21,000.00	42,000.00	2.00	42,000.00	2.00	42,000.00	100%
CO1-5	8" RISER ASSEMBLY - W/ 8" BLIND FLANGE X 4/6" VALVE	2.00	EACH	7,725.00	15,450.00	2.00	15,450.00	2.00	15,450.00	100%
CO1-6	TEMPORARY CONVEYANCE SYSTEM - ROUTE	1.00	L S	31,585.00	31,585.00	1.00	31,585.00	1.00	31,585.00	100%
						-		-		
Change Order Totals					\$ 226,375.00		\$ 226,375.00		\$ 226,375.00	
Adjusted Quantities and Change Orders										
Project Totals					\$ 3,359,599.75		\$ 2,986,535.45		\$ 3,359,599.75	



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Consent Of Surety to Final Payment

Bond No: 100309071

PROJECT: *(Name and address)*
2024 Memorial Road Street & Utility
Improvements - Storm Lake, IA

ARCHITECT'S PROJECT NUMBER: 0P1.131538

OWNER: ☒

ARCHITECT: ☐

CONTRACT FOR: General Construction

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*
City of Storm Lake
620 Erie Street,
Storm Lake, IA 50588

CONTRACT DATED: March 18, 2024

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

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

, SURETY,

on bond of

(Insert name and address of Contractor)

Reding Gravel & Excavating Company
2001 East Oak Street
Algona, IA 50511

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Storm Lake
620 Erie Street
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: **December 10, 2024**

(Insert in writing the month followed by the numeric date and year.)

Merchants Bonding Company (Mutual)

(Surety)

(Signature of authorized representative)

Grace Dickinson, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

Sara Huston



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of November, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

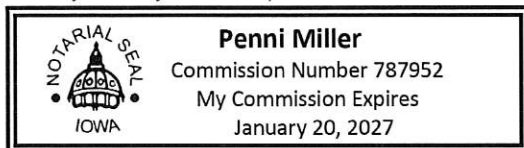
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of November, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of December, 2024.



Elisabeth Sandersfeld
Secretary

CHANGE ORDER FORM

NO.: 2

Owner:City of Storm Lake

Owner’s Project No.:

Engineer:Bolton & Menk, Inc.

Engineer’s Project No.:OP1.131538

Contractor:Reding’s Gravel & Excavating Co., Inc.

Contractor’s Project No.:

Project:2024 Memorial Road Street and Utility Improvements

Contract Name:2024 Memorial Road Street and Utility Improvements

Date Issued:November 15, 2024

Effective Date of Change Order:November 15, 2024

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

Description:
Quantity Reconciliation – Reflects actual work/quantities incorporated into the project.

Attachments: Change Order No. 2 – Schedule of Unit Prices

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 3,127,240.00	Original Contract Times: Substantial Completion: October 1, 2024 Ready for final payment: November 30, 2024
Increase from previously approved Change Orders \$ 226,375.00	[Increase] [Decrease] from previously approved Change Orders Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: \$ 3,353,615.00	Contract Times prior to this Change Order: Substantial Completion: October 1, 2024 Ready for final payment: November 30, 2024
Increase this Change Order: \$ 5,984.75	Increase this Change Order: Substantial Completion: 33 Working Days Ready for final payment: NA
Contract Price incorporating this Change Order: \$ 3,359,599.75	Contract Times with all approved Change Orders: Substantial Completion: November 15, 2024 Ready for final payment: November 30, 2024

Recommended by Engineer (if required)

By:

DocuSigned by:



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Title: City Infrastructure Engineer

Date: December 9, 2024

Authorized by Owner

By:

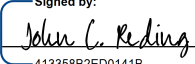
Title:

Date:

Accepted by Contractor

By:

Signed by:



413358B2ED0141B...

Title: John C. Reding

Date: December 10, 2024

Approved by Funding Agency (if applicable)

By:

Title:

Date:

CHANGE ORDER NO. 2 - SCHEDULE OF UNIT PRICES
2024 MEMORIAL ROAD STREET AND UTILITY IMPROVEMENTS
CITY OF STORM LAKE, IOWA
BMI PROJECT NO. 0P1.131538



Real People. Real Solutions.
12/6/2024

Item No.	Item	Unit	As-Bid Quantity	New Quantity	Change Quantity	Unit Price	Amount
1	CONSTRUCTION ALLOWANCE	UNIT	75000	44984.61	-30015.39	\$1.00	-\$30,015.39
8	REMOVE CONCRETE DRIVEWAY/SIDEWALK	S Y	491	494	3	\$11.00	\$33.00
9	REMOVE CONCRETE PAVEMENT	S Y	1181	1272	91	\$12.00	\$1,092.00
11	REMOVE ASPHALT PAVEMENT	S Y	1053	1055	2	\$8.00	\$16.00
13	REMEDIATION OF PETRO CONTAMINATED SOIL	C Y	35	113	78	\$175.00	\$13,650.00
16	STABILIZING AGGREGATE	TON	711	178	-533	\$61.00	-\$32,513.00
17	PIPE SUBGRADE EXCAVATION (EV)	CY	77	0	-77	\$10.00	-\$770.00
18	PIPE AGGREGATE BEDDING	TON	139	42	-97	\$53.00	-\$5,141.00
23	HIGHWAY PATCH	S Y	138	173.8	35.8	\$314.00	\$11,241.20
24	PARKING LOT PCC PAVEMENT, CLASS C, 8"	S Y	831	1056	225	\$98.00	\$22,050.00
27	SIDEWALK, PCC, 4"	S Y	39	46	7	\$180.00	\$1,260.00
29	DRIVEWAY, PCC, 7", CLASS M	S Y	1120	928	-192	\$104.00	-\$19,968.00
32	STABILIZED CONSTRUCTION ENTRANCE	S Y	447	106	-341	\$26.00	-\$8,866.00
34	MACHINE SPLICED SILT FENCE	L F	747	715	-32	\$5.00	-\$160.00
35	WADDLES	L F	2160	2855	695	\$5.75	\$3,996.25
36	TOPSOIL FURNISHING AND SPREADING (LV)	C Y	266	538	272	\$41.00	\$11,152.00
37	PAINTED PAVEMENT MARKING, 8", SINGLE LINE, WHITE	L F	453	494	41	\$35.00	\$1,435.00
38	PAINTED PAVEMENT MARKINGS, 4", DOUBLE CENTERLINE, YELLOW	L F	27	35	8	\$88.00	\$704.00
39	PAINTED PAVEMENT MARKINGS, 4", SINGLE LINE, WHITE	L F	7	55	48	\$88.00	\$4,224.00
40	PAINTED PAVEMENT MARKINGS, 24", STOP LINE, WHITE	L F	25	27	2	\$30.00	\$60.00
41	EXPLORATORY EXCAVATION	HOURL	25	25.5	0.5	\$550.00	\$275.00
42	HYDRAULIC MULCH W/ TYPE 1 SEED MIX & FERTILIZER	ACRE	0.7	1.11	0.41	\$9,950.00	\$4,079.50
43	DUST CONTROL/WATER	MGAL	100	0	-100	\$46.00	-\$4,600.00
44	MOBILIZATION, EROSION CONTROL	EACH	15	2	-13	\$645.00	-\$8,385.00
45	REMOVE SANITARY STRUCTURE	EACH	2	3	1	\$1,160.00	\$1,160.00
46	REMOVE SANITARY SEWER PIPE	L F	310	377	67	\$24.00	\$1,608.00
47	REMOVE SANITARY SEWER SERVICE PIPE	LF	145	82	-63	\$32.00	-\$2,016.00
49	CONNECT TO EXISTING SANITARY MANHOLE	EACH	1	0.385	-0.615	\$6,100.00	-\$3,751.50
51	MANHOLE ADJUSTMENT, MINOR	EACH	2	0.92	-1.08	\$2,150.00	-\$2,322.00
53	6" CLEAN-OUT ASSEMBLY	EACH	1	2	1	\$1,850.00	\$1,850.00
54	8" PVC PIPE SEWER	L F	573	660.345	87.345	\$93.00	\$8,123.09
56	6" PVC SANITARY SERVICE PIPE	L F	38	62	24	\$122.00	\$2,928.00
57	8" X 6" WYE	EACH	1	2	1	\$1,100.00	\$1,100.00
59	18" DIP FORCEMAIN	L F	23	19	-4	\$1,400.00	-\$5,600.00
63	MANHOLE, SANITARY SEWER, SW-301 N 48	L F	19.1	26.39	7.29	\$840.00	\$6,123.60
67	REMOVE WATER MAIN	L F	224	246	22	\$26.00	\$572.00
68	REMOVE GATE VALVE & BOX	EACH	4	6	2	\$775.00	\$1,550.00
69	ADJUST GATE VALVE & BOX	EACH	2	0	-2	\$1,235.00	-\$2,470.00
72	8" GATE VALVE AND BOX	EACH	6	7	1	\$4,100.00	\$4,100.00
73	4" INSULATION	SQ YD	40	10	-30	\$115.00	-\$3,450.00
74	4" WATERMAIN DUCTILE IRON CL 52	LF	48	67	19	\$118.00	\$2,242.00
75	8" WATERMAIN DUCTILE IRON CL 52	L F	158	211	53	\$244.00	\$12,932.00
76	WATER SERVICE PIPE, POLYETHYLENE, 1"	L F	15	0	-15	\$315.00	-\$4,725.00
77	CONNECT TO EXISTING WATER MAIN	EACH	13	17	4	\$3,400.00	\$13,600.00
78	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	L B	1022	1421	399	\$19.00	\$7,581.00
Total							\$5,984.75

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Storm Lake, Iowa Owner’s Project No.:
Engineer: Bolton & Menk, Inc. Engineer’s Project No.: OP1.131538
Contractor: Reding’s Gravel and Excavating Co., Inc. Contractor’s Project No.:
Project: 2024 Memorial Road Street and Utility Improvements
Contract Name:

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:
☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: November 15, 2024

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.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see section 01 77 00 of the project specifications.

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 must 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:

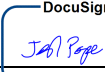
The following documents are attached to and made a part of this Certificate:
None

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 Documents.

Engineer

By (signature):

DocuSigned by:



7367BB09A51D4F7...

Name (printed): Joshua A. Pope, P.E.

Title: City Infrastructure Engineer

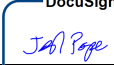
NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Storm Lake, Iowa	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OP1.131538
Contractor:	Reding's Gravel & Excavating Co., Inc.	Contractor's Project No.:	
Project:	2024 Memorial Road Street and Utility Improvements		
Contract Name:			
Notice Date:	November 20, 2024	Effective Date of the Construction Contract:	March 18, 2024

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **August 21, 2023** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared 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.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. 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 the Owner-Engineer Agreement, 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 Owner-Engineer Agreement.
5. 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 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 Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. 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.

Engineer

By (signature):	DocuSigned by: 
Name (printed):	7367BB09A51D4F7... Joshua A. Pope, P.E.
Title:	City Infrastructure Engineer

RESOLUTION NO. 48-R-2024-2025

**RESOLUTION APPROVING CHANGE ORDER NO. 2, FINAL COMPLETION, AND
FINAL PAYMENT FOR THE 2024 MEMORIAL ROAD STREET & UTILITIES
IMPROVEMENTS PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the City for the construction of certain public improvements described in general as the 2024 Memorial Road Street & Utilities Improvements project; and

WHEREAS, the plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law and approved by the City Council on February 5, 2024; and

WHEREAS, a contract in the amount of \$3,127,240.00 was awarded to Reding's Gravel & Excavating, Inc. for the 2024 Memorial Road Street & Utilities Improvements project; and

WHEREAS on July 1, 2024 Change Order No. 1 for the 2024 Memorial Road Street & Utilities Improvements project was approved in the amount of \$226,375.00 increasing the total contract to \$3,353,615.00.

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

SECTION 1. That Change Order No. 2 for the 2024 Memorial Road Street & Utilities Improvements project is hereby approved in the amount of \$5,984.75 increasing the total estimated contract price to \$3,359,599.75 and extending the substantial completion date to November 15, 2024.

SECTION 2. That Final Payment is hereby approved in the amount of \$179,971.65.

SECTION 3. That the Mayor and Clerk are hereby directed to execute Change Order No. 2, make final payment, and complete project closeout for the 2024 Memorial Road Street & Utilities Improvements project.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER, 2024.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

12/16/2024

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: David Derragon, Assistant City Manager

SUBJECT: **Motion to Adopt Resolution No. 49-R-2024-2025 Approving Final Completion, Change Order No. 3, and Final Payment of the Highway 7 & 110 Intersection Upgrade Project**

BACKGROUND: The City, Storm Lake Community School District, Canadian National Railway, Buena Vista County, and Iowa Department of Transportation have collaborated to make safety improvements to this intersection in conjunction with the school district's new Early Elementary School. The proposed improvements entailed the reconstruction of the intersection with the addition of turn lanes and a traffic signal.

As many are aware, the project's completion was notably delayed as a result of supply chain procurement constraints, particularly for railroad signal equipment. Additionally, the DOT Rail division and the Canadian National Railway required changes to multiple components of the proposed highway geometry. Previous change orders 1 & 2 addressed these required changes. The proposed change order 3 includes general quantity reconciliation items. The quantities most attributed to the cost increase were associated with additional traffic control and driveway/shouldering pavement, resultant of conditions discovered through the course of construction.

FISCAL IMPACT: The value of the contract with Godbersen-Smith Construction Co. is \$3,974,692.90 with 2 previous change orders. This change order will result in a \$64,126.48 increase to the contract, for a final contract value of \$4,038,819.38.

RECOMMENDATION: Approve Resolution 49-R-2024-2025 Approving Final Completion,

Change Order No. 3, and Final Payment of \$80,478.54.

ATTACHMENTS:

1. 2024-12-16 120411 830435-Statement-of-Completion-and-Final-Acceptance-DocExpress
2. 2024-12-16 120411 Pay Estimate No. 12 (Final) + CO3 to City
3. Resolution No. 49-R-2024-2025 - Resolution Approving Final Completion Hwy 7 - 110



STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor _____ Letting Date _____

Work Type _____ Contract ID _____

Accounting ID(s) _____

Project Number(s) _____

Additional Comments

Type of Contract

Specified Start Date _____

Approximate Start Date _____

Late Start Date _____

Completion Date Contract _____

Actual Start Date _____

Field Completion Date _____

Site No.(s)	00				
Working Days Specified:					
Working Days Charged:					
Closure Days Specified:					
Closure Days Charged:					

Recommended for Acceptance

Resident Construction Engineer

County Engineer

Project Engineer

Primary and Interstate Projects

- Upload the completed form in the Signature Drawer in Doc Express.
- Apply signature.

Local Public Agency (LPA) Projects

- Upload the completed form to the Project Closeout drawer in Doc Express.
- Apply signature.
- Projects where the Project Engineer is a consultant must include the Person in Responsible Charge (PIRC) signature from the LPA.
- Projects located on Farm-to-Market (FM) routes must include the County Engineer's signature as the PIRC to denote Board of Supervisor's acceptance.

Contract Acceptance

Primary and Interstate Projects

- District Construction Engineer apply signature in Doc Express.

LPA Projects

- Local Systems Field Engineer or Administering Bureau apply signature in Doc Express.
- DOT contract acceptance not required for Farm-to-Market (FM) only projects.



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Phone: (712) 580-5075
Bolton-Menk.com

VIA EMAIL
December 10, 2024

Tyler Gibbins
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
gibbins@stormlake.org

RE: Highway 7 & 110 Intersection Upgrade Project
City of Storm Lake, Iowa
Iowa DOT Project No.: STPN-007-2(35)—2J-11
Bolton & Menk Project No.: P11.120411

Dear Tyler,

Attached is Pay Estimate No. 12 (Final), in the amount of \$80,478.54, payable to Godbersen-Smith Construction Co. for completion of their work on the Highway 7 & 110 Intersection Upgrade project. Also attached are the Final Completion Resolution and Staff Summary, the Consent of Surety to Final Payment, and Change Order No. 3, increasing the contract price by \$64,126.48. Total final contract amount is \$4,038,819.38.

To the best of our knowledge, the project has been completed in substantial accordance with the plans and specifications; and we are not aware of any reason, at this time, to withhold final payment from the contractor. In accordance with Iowa Code, please wait 30 days to pay the remaining retainage of the contract, or \$30,000.00.

Please present these documents to the City Council for their consideration. Once everything is satisfactory and approved, we will route the Pay Estimate for signature via DocuSign. Change Order No. 3 will need to be signed and approved in DocExpress. Please return a signed copy of Pay Estimate No. 12 (Final) to the Contractor with payment.

If you have any questions, please feel free to contact me at Joshua.Pope@bolton-menk.com or by phone at (712) 363-8638.

Sincerely,

Bolton & Menk, Inc.

Joshua A. Pope, PE, ENV SP, LEED AP BD+C
City Infrastructure Engineer

JP/ab
Enclosures

Contractor's Application for Payment

Owner:	CITY OF STORM LAKE, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	P11.120411
Contractor:	GODBERSEN-SMITH CONSTRUCTION CO.	Agency's Project No.:	
Project:	INTERSECTION IMPROVEMENTS AT IA 7 & IA 110		
Contract:			
Application No.:	12-Final	Application Date:	8/31/2024
Application Period:	From 4/20/2024	to	8/31/2024

1. Original Contract Price	\$	3,866,039.85
2. Net change by Change Orders	\$	172,779.53
3. Current Contract Price (Line 1 + Line 2)	\$	4,038,819.38
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	4,038,819.38
5. Retainage		
a. X Work Completed (Max Per IDOT)		
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	4,038,819.38
7. Less previous payments	\$	3,958,340.84
8. Amount due this application	\$	80,478.54

Contractor's Certification

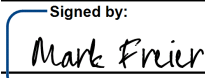
The undersigned Contractor certifies, to the best of its knowledge, the following:

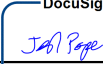
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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; and

(4) All applicable provisions of the Iowa Administrative Code have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor:	Godbersen-Smith Construction Co., 5784 State Highway 175, PO Box 33, Ida Grove, IA 51455		
Signed by:			
Signature:		Date:	December 5, 2024
Name:	Mark Freier	Title:	General Manager

Recommended by Engineer	Approved by Owner
Bolton & Menk, Inc	City of Storm Lake
218 SW Plaza, Spencer, IA 51301	620 Erie St, Storm Lake, IA 50588
DocuSigned by:	
By: 	By: _____
Name: Joshua A. Pope, P.E.	Name: Michael Porsch
Title: Project Manager	Title: Mayor
Date: November 27, 2024	Date: _____

Progress Estimate - Unit Price Work

Owner:	CITY OF STORM LAKE, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	P11.120411
Contractor:	GODBERSEN-SMITH CONSTRUCTION CO.	Contractor's Project No.:	
Project:	INTERSECTION IMPROVEMENTS AT IA 7 & IA 110	Agency's Project No.:	
Contract:	CONTRACT WITH IOWA DOT		

Application No.: 12-Final		Application Period:		From	04/20/24	to	08/31/24	Application Date: 08/31/24			
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	SPECIAL BACKFILL	8,416.00	CY	59.00	496,544.00	6,305.20	372,006.80	6,305.20	372,006.80		372,006.80
2	EMBANKMENT-IN-PLACE	3,685.00	CY	7.00	25,795.00	4,685.00	32,795.00	4,685.00	32,795.00		32,795.00
3	EXCAVATION, CLASS 13, ROADWAY AND BORROW	8,325.00	CY	11.00	91,575.00	8,325.00	91,575.00	8,325.00	91,575.00		91,575.00
4	TOPSOIL, STRIP, SALVAGE AND SPREAD	6,650.00	CY	11.00	73,150.00	6,650.00	73,150.00	6,650.00	73,150.00		73,150.00
5	COMPACTION WITH MOISTURE AND DENSITY CONTROL	4,460.00	CY	2.30	10,258.00	4,460.00	10,258.00	4,460.00	10,258.00		10,258.00
6	SPECIAL COMPACTION OF SUBGRADE	36.00	STA	550.00	19,800.00	36.00	19,800.00	36.00	19,800.00		19,800.00
7	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	10,580.00	SY	3.00	31,740.00	11,514.00	34,542.00	11,564.00	34,692.00		34,692.00
8	MODIFIED SUBBASE	6,404.00	CY	63.00	403,452.00	7,338.00	462,294.00	7,388.00	465,444.00		465,444.00
9	PAVED SHOULDER, P.C. CONCRETE, 7 IN.	3,360.00	SY	64.95	218,232.00	3,930.37	255,277.53	3,949.47	256,518.08		256,518.08
10	SHOULDER FINISHING, EARTH	71.00	STA	200.00	14,200.00	71.00	14,200.00	71.00	14,200.00		14,200.00
11	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	15,453.00	SY	74.95	1,158,202.35	15,541.85	1,164,861.66	15,582.05	1,167,874.65		1,167,874.65
12	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	33.00	TON	40.00	1,320.00	28.04	1,121.60	28.04	1,121.60		1,121.60
13	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	5,000.00	EACH	1.00	5,000.00	-	-	5,000.00	5,000.00		5,000.00
14	REMOVAL OF CONCRETE FOUNDATIONS OF LIGHT POLES	2.00	EACH	500.00	1,000.00	3.00	1,500.00	3.00	1,500.00		1,500.00
15	REMOVAL OF LIGHT POLES	2.00	EACH	1,000.00	2,000.00	3.00	3,000.00	3.00	3,000.00		3,000.00
16	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	100.00	CY	80.00	8,000.00	100.00	8,000.00	100.00	8,000.00		8,000.00
17	APRONS, CONCRETE, 18 IN. DIA.	1.00	EACH	2,725.00	2,725.00	1.00	2,725.00	1.00	2,725.00		2,725.00
18	APRONS, CONCRETE, 24 IN. DIA.	2.00	EACH	3,400.00	6,800.00	2.00	6,800.00	2.00	6,800.00		6,800.00
19	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 30 IN.	2.00	EACH	4,200.00	8,400.00	2.00	8,400.00	2.00	8,400.00		8,400.00
20	CULVERT, CONCRETE ROADWAY PIPE, 18 IN. DIA.	82.00	LF	64.00	5,248.00	82.00	5,248.00	82.00	5,248.00		5,248.00
21	CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	70.00	LF	90.00	6,300.00	70.00	6,300.00	70.00	6,300.00		6,300.00
22	CULVERT, LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 30 IN.	120.00	LF	155.00	18,600.00	120.00	18,600.00	120.00	18,600.00		18,600.00
23	INTAKE, SW-512, 24 IN.	1.00	EACH	2,700.00	2,700.00	1.00	2,700.00	1.00	2,700.00		2,700.00
24	MANHOLE ADJUSTMENT, MAJOR	2.00	EACH	3,700.00	7,400.00	6.00	22,200.00	6.00	22,200.00		22,200.00
25	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	6,540.00	LF	9.00	58,860.00	6,044.00	54,396.00	6,044.00	54,396.00		54,396.00
26	SUBDRAIN OUTLET, DR-306	16.00	EACH	450.00	7,200.00	16.00	7,200.00	16.00	7,200.00		7,200.00
27	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	190.00	LF	15.00	2,850.00	214.00	3,210.00	214.00	3,210.00		3,210.00
28	REMOVAL OF PAVEMENT	12,610.00	SY	10.00	126,100.00	12,610.00	126,100.00	12,610.00	126,100.00		126,100.00
29	DRIVEWAY, P.C. CONCRETE, 6 IN.	270.00	SY	65.00	17,550.00	432.60	28,119.00	432.60	28,119.00		28,119.00
30	REMOVAL OF PAVED DRIVEWAY	288.00	SY	10.00	2,880.00	352.00	3,520.00	352.00	3,520.00		3,520.00
31	RAILROAD APPROACH SECTION, P.C.C.	430.00	SY	155.00	66,650.00	80.00	12,400.00	80.00	12,400.00		12,400.00
32	REMOVAL AND REINSTALLATION OF FENCE, FIELD	90.00	LF	13.00	1,170.00	90.00	1,170.00	90.00	1,170.00		1,170.00
33	REMOVE AND REINSTALL SIGN AS PER PLAN	9.00	EACH	300.00	2,700.00	9.00	2,700.00	9.00	2,700.00		2,700.00
34	REMOVAL OF TYPE A SIGN	55.00	EACH	75.00	4,125.00	38.00	2,850.00	38.00	2,850.00		2,850.00
35	PERFORATED SQUARE STEEL TUBE POSTS	383.00	LF	25.00	9,575.00	300.00	7,500.00	300.00	7,500.00		7,500.00
36	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	61.00	EACH	75.00	4,575.00	25.00	1,875.00	25.00	1,875.00		1,875.00
37	TYPE A SIGNS, SHEET ALUMINUM	259.00	SF	25.00	6,475.00	168.70	4,217.50	168.70	4,217.50		4,217.50
38	TRAFFIC SIGNALIZATION	1.00	LS	300,000.00	300,000.00	1.00	300,000.00	1.00	300,000.00		300,000.00
39	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT	235.00	STA	50.00	11,750.00	264.87	13,243.50	264.87	13,243.50		13,243.50
40	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT	16.00	EACH	115.00	1,840.00	16.00	1,840.00	16.00	1,840.00		1,840.00
41	SAFETY CLOSURE	4.00	EACH	225.00	900.00	4.00	900.00	4.00	900.00		900.00
42	TRAFFIC CONTROL	1.00	LS	35,000.00	35,000.00	1.00	35,000.00	1.00	35,000.00		35,000.00
43	FLAGGERS	2.00	EACH	540.00	1,080.00	2.00	1,080.00	2.00	1,080.00		1,080.00
44	MOBILIZATION	1.00	LS	350,000.00	350,000.00	1.00	350,000.00	1.00	350,000.00		350,000.00
45	VALVE BOX REPLACEMENT	1.00	EACH	1,500.00	1,500.00	5.00	7,500.00	5.00	7,500.00		7,500.00
46	DELIVER AND STOCKPILE SALVAGED MATERIALS	1.00	LS	2,500.00	2,500.00	0.50	1,250.00	0.50	1,250.00		1,250.00

EJDC C-620 Contractor's Application for Payment

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Progress Estimate - Unit Price Work

Owner:	CITY OF STORM LAKE, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	P11.120411
Contractor:	GODBERSEN-SMITH CONSTRUCTION CO.	Contractor's Project No.:	
Project:	INTERSECTION IMPROVEMENTS AT IA 7 & IA 110	Agency's Project No.:	
Contract:	CONTRACT WITH IOWA DOT		

Application No.:		12-Final	Application Period:		From	04/20/24	to	08/31/24	Application Date:			08/31/24				
A	B		C	D	E	F		F1	F2	G	H	I	J			
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
47	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHICAGO, CENTRAL AND PACIFIC RAILROAD / CEDAR RIVER RAILROAD COMPANY	1.00	LS	125,000.00	125,000.00	2.00	250,000.00	2.00	250,000.00							
48	TILE REPAIR	3.00	EACH	2,300.00	6,900.00	-	-	-	-							
49	EXPLORATORY EXCAVATION	6.00	HOURL	500.00	3,000.00	12.00	6,000.00	12.00	6,000.00		6,000.00					
50	SEEDING AND FERTILIZING (RURAL)	2.20	ACRE	1,500.00	3,300.00	2.45	3,675.00	2.45	3,675.00		3,675.00					
51	SEEDING AND FERTILIZING (URBAN)	1.10	ACRE	3,000.00	3,300.00	1.10	3,300.00	1.10	3,300.00		3,300.00					
52	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	3.30	ACRE	1,750.00	5,775.00	-	-	-	-		-					
53	SILT FENCE	2,341.00	LF	1.75	4,096.75	904.00	1,582.00	904.00	1,582.00		1,582.00					
54	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	1,171.00	LF	0.05	58.55	904.00	45.20	904.00	45.20		45.20					
55	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	234.00	LF	0.05	11.70	-	-	-	-		-					
56	STABILIZED CONSTRUCTION ENTRANCE, EC-303	200.00	LF	65.00	13,000.00	-	-	-	-		-					
57	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	4,862.00	LF	4.75	23,094.50	1,160.00	5,510.00	1,160.00	5,510.00		5,510.00					
58	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	5,882.00	LF	1.00	5,882.00	1,010.00	1,010.00	2,260.00	2,260.00		2,260.00					
59	DITCH CHECK SEDIMENT CONTROL DEVICE, 20 IN. DIA.	1,020.00	LF	5.00	5,100.00	1,218.00	6,090.00	1,218.00	6,090.00		6,090.00					
60	MOBILIZATIONS, EROSION CONTROL	1.00	EACH	500.00	500.00	6.00	3,000.00	8.00	4,000.00		4,000.00					
61	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.00	EACH	1,000.00	1,000.00	1.00	1,000.00	1.00	1,000.00		1,000.00					
62	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	7.00	CDAY	500.00	3,500.00	21.00	10,500.00	21.00	10,500.00		10,500.00					
63	MULCHING	3.30	ACRE	1,000.00	3,300.00	4.55	4,550.00	4.55	4,550.00		4,550.00					
64	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	14,000.00	EACH	1.00	14,000.00	-	-	14,000.00	14,000.00		14,000.00					
65	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	11,500.00	EACH	1.00	11,500.00	-	-	11,500.00	11,500.00		11,500.00					
Original Contract Totals					\$	3,866,039.85		\$	3,879,687.79		\$	3,919,991.33	\$	-	\$	3,919,991.33
Change Orders																
CO1-1	ADDITIONAL TRAFFIC CONTROL	1.00	LS	30,690.00	30,690.00	1.00	30,690.00	1.00	30,690.00		30,690.00		30,690.00			
CO1-2	TEMPORARY BARRIER RAIL	268.00	LF	66.00	17,688.00	268.00	17,688.00	268.00	17,688.00		17,688.00		17,688.00			
CO1-3	PAINTED PAVEMENT MARKING	3.20	STA	55.00	176.00	3.20	176.00	3.20	176.00		176.00		176.00			
CO1-4	PAVEMENT MARKING REMOVAL	3.20	STA	330.00	1,056.00	3.20	1,056.00	3.20	1,056.00		1,056.00		1,056.00			
CO1-5	PAVEMENT MARKING MOBILIZATION	1.00	LS	4,345.00	4,345.00	1.00	4,345.00	1.00	4,345.00		4,345.00		4,345.00			
CO1-6	ADDITIONAL TRAFFIC SIGNALIZATION WORK	1.00	LS	3,850.00	3,850.00	1.00	3,850.00	1.00	3,850.00		3,850.00		3,850.00			
11	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	(1,615.00)	SY	74.95	(121,044.25)	(1,615.00)	(121,044.25)	(1,615.00)	(121,044.25)		(121,044.25)		(121,044.25)			
31	RAILROAD APPROACH SECTION, P.C.C.	(71.00)	SY	155.00	(11,005.00)	(71.00)	(11,005.00)	(71.00)	(11,005.00)		(11,005.00)		(11,005.00)			
CO2-1	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	1,615.00	SY	82.52	133,269.80	1,615.00	133,269.80	1,615.00	133,269.80		133,269.80		133,269.80			
CO2-2	RAILROAD APPROACH SECTION, HMA	71.00	SY	225.50	16,010.50	71.00	16,010.50	71.00	16,010.50		16,010.50		16,010.50			
CO2-3	LIGHTING POLES	1.00	EACH	28,017.00	28,017.00	1.00	28,017.00	1.00	28,017.00		28,017.00		28,017.00			
CO2-4	TRAFFIC CONTROL (ADDITIONAL)	1.00	LS	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00		2,000.00			
CO2-5	RAILROAD FLAGGERS	2.00	DAY	1,800.00	3,600.00	2.00	3,600.00	2.00	3,600.00		3,600.00		3,600.00			
CO2-6	(PRICE ADJUSTMENT) LIQUIDATED DAMAGES (PRE-ESTABLISHED DAMAGES PER DAY PER AMOUNT SHOWN ON CONTRACT) NON-PARTICIPATING CREDIT	19.00	DAY	1,500.00	28,500.00	19.00	28,500.00	19.00	28,500.00		28,500.00		28,500.00			
CO2-7	(PRICE ADJUSTMENT) LIQUIDATED DAMAGES (PRE-ESTABLISHED DAMAGES PER DAY PER AMOUNT SHOWN ON CONTRACT)	(19.00)	DAY	1,500.00	(28,500.00)	(19.00)	(28,500.00)	(19.00)	(28,500.00)		(28,500.00)		(28,500.00)			

Progress Estimate - Unit Price Work

Owner:	CITY OF STORM LAKE, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	P11.120411
Contractor:	GODBERSEN-SMITH CONSTRUCTION CO.	Contractor's Project No.:	
Project:	INTERSECTION IMPROVEMENTS AT IA 7 & IA 110	Agency's Project No.:	
Contract:	CONTRACT WITH IOWA DOT		

Application No.:		12-Final		Application Period:		From		04/20/24		to		08/31/24		Application Date:		08/31/24	
A	B		C	D	E	F		F1	F2	G	H	I	J				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)						
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
						CHANGE ORDER NO. 3 - ADJUST TO AS-BUILT QUANTITIES											
1	SPECIAL BACKFILL	(2,110.80)	CY	59.00	(124,537.20)	-	-	-	-		-						
2	EMBANKMENT-IN-PLACE	1,000.00	CY	7.00	7,000.00	-	-	-	-		-						
7	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	984.00	SY	3.00	2,952.00	-	-	-	-		-						
8	MODIFIED SUBBASE	984.00	CY	63.00	61,992.00	-	-	-	-		-						
9	PAVED SHOULDER, P.C. CONCRETE, 7 IN.	589.47	SY	64.95	38,286.08	-	-	-	-		-						
11	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	129.05	SY	74.95	9,672.30	-	-	-	-		-						
12	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	(4.96)	TON	40.00	(198.40)	-	-	-	-		-						
14	REMOVAL OF CONCRETE FOUNDATIONS OF LIGHT POLES	1.00	EACH	500.00	500.00	-	-	-	-		-						
15	REMOVAL OF LIGHT POLES	1.00	EACH	1,000.00	1,000.00	-	-	-	-		-						
24	MANHOLE ADJUSTMNT, MAJOR	4.00	EACH	3,700.00	14,800.00	-	-	-	-		-						
25	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	(496.00)	LF	9.00	(4,464.00)	-	-	-	-		-						
27	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	24.00	LF	15.00	360.00	-	-	-	-		-						
29	DRIVEWAY, P.C. CONCRETE, 6 IN.	162.60	SY	65.00	10,569.00	-	-	-	-		-						
30	REMOVAL OF PAVED DRIVEWAY	64.00	SY	10.00	640.00	-	-	-	-		-						
31	RAILROAD APPROACH SECTION, P.C.C.	(350.00)	SY	155.00	(54,250.00)	-	-	-	-		-						
34	REMOVAL OF TYPE A SIGN	(17.00)	EACH	75.00	(1,275.00)	-	-	-	-		-						
35	PERFORATED SQUARE STEEL TUBE POSTS	(83.00)	LF	25.00	(2,075.00)	-	-	-	-		-						
36	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	(36.00)	EACH	75.00	(2,700.00)	-	-	-	-		-						
37	TYPE A SIGNS, SHEET ALUMINUM	(90.30)	SF	25.00	(2,257.50)	-	-	-	-		-						
39	PAINTED MAVEMENT MARKINGS, WATERBORNE OR SOLVENT	29.87	STA	50.00	1,493.50	-	-	-	-		-						
45	VALVE BOX REPLACEMENT	4.00	EACH	1,500.00	6,000.00	-	-	-	-		-						
46	DELIVER AND STOCKPILE SALVAGED MATERIALS	(0.50)	LS	2,500.00	(1,250.00)	-	-	-	-		-						
47	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHICAGO, CENTRAL AND PACIFIC RAILROAD / CEDAR RIVER RAILROAD COMPANY	1.00	LS	125,000.00	125,000.00	-	-	-	-		-						
48	TILE REPAIR	(3.00)	EACH	2,300.00	(6,900.00)	-	-	-	-		-						
49	EXPLORATORY EXCAVATION	6.00	HOURL	500.00	3,000.00	-	-	-	-		-						
50	SEEDING AND FERTILIZING (RURAL)	0.25	ACRE	1,500.00	375.00	-	-	-	-		-						
52	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	(3.30)	ACRE	1,750.00	(5,775.00)	-	-	-	-		-						
53	SILT FENCE	(1,437.00)	LF	1.75	(2,514.75)	-	-	-	-		-						
54	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	(267.00)	LF	0.05	(13.35)	-	-	-	-		-						
55	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	(234.00)	LF	0.05	(11.70)	-	-	-	-		-						
56	STABILIZED CONSTRUCTION ENTRANCE, EC-303	(200.00)	LF	65.00	(13,000.00)	-	-	-	-		-						
57	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	(3,702.00)	LF	4.75	(17,584.50)	-	-	-	-		-						
58	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	(3,622.00)	LF	1.00	(3,622.00)	-	-	-	-		-						
59	DITCH CHECK SEDIMENT CONTROL DEVICE, 20 IN. DIA.	198.00	LF	5.00	990.00	-	-	-	-		-						
60	MOBILIZATIONS, EROSION CONTROL	7.00	EACH	500.00	3,500.00	-	-	-	-		-						
62	PORTABLE DYNAMIC MASSAGE SIGN (PDMS)	14.00	CDAY	500.00	7,000.00	-	-	-	-		-						
63	MULCHING	1.25	ACRE	1,000.00	1,250.00	-	-	-	-		-						
CO3-1	TRAFFIC CONTROL (ADDITIONAL)	10,175.00	LS	1.00	10,175.00			10,175.00	10,175.00		10,175.00						
Change Order Totals					\$ 172,779.53		\$ 108,653.05		\$ 118,828.05	\$ -	\$ 118,828.05						
Original Contract and Change Orders																	
Project Totals					\$ 4,038,819.38		\$ 3,988,340.84		\$ 4,038,819.38	\$ -	\$ 4,038,819.38						

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Storm Lake
620 Erie St.
Storm Lake, IA 50588

ARCHITECT'S PROJECT NO.: P11.120411

CONTRACT FOR: Intersection Improvements

PROJECT:

(Name and address)

Intersection Improvements at IA 7 & IA 110

CONTRACT DATED:

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

Merchants National Bonding, Inc.
P. O. Box 14498
Des Moines, IA 50306

, SURETY,

on bond of

(Insert name and address of Contractor)

Godbersen-Smith Construction Company, Inc.
P. O. Box 33
Ida Grove, IA 51455

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Storm Lake
620 Erie St.
Storm Lake, IA 50588

, OWNER,

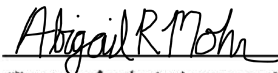
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 9, 2024

(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.

(Surety)



(Signature of authorized representative)

Attest:

(Seal):

Whitney Cotter

Abigail R. Mohr, Attorney-in-Fact

(Printed name and title)

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Erik Partridge; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



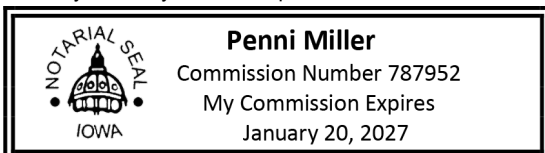
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.



Elisabeth Sandersfeld
Secretary

CHANGE ORDER
For Local Public Agency Projects

No.: 003

Non-Substantial: ☒

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number):38231

Project Number: STPN-007-2(35)--2J-11

Contract Work Type: PCC Pavement Grade and Replace

Local Public Agency: City of Storm Lake, Iowa

Contractor: Godbersson-Smith Construction Co.

Date Prepared: November 26, 2024

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0010 / Decrease Line Item #0010 Special Backfill
0020 / Increase Line Item #0020 Embankment-In-Place
0070 / Increase Line Item #0070 Subgrade Stabilization Material, Polymer Grid
0080 / Increase Line Item #0080 Modified Subbase
0090 / Increase Line Item #0090 Paved Shoulder, P.C. Concrete, 7 In.
0110 / Increase Line Item #0110 Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 9.5 In.
0120 / Decrease Line Item #0120 Surfacing, Driveway, Class A Crushed Stone
0140 / Increase Line Item #0140 Removal of Concrete Foundations for Light Poles
0150 / Increase Line Item #0150 Removal of Light Poles
0240 / Increase Line Item #0240 Manhole Adjustment, Major
0250 / Decrease Line Item #0250 Subdrain, Longitudinal, (Shoulder) 4 In. Dia.
0270 / Increase Line Item #0270 Remove Storm Sewer Pipe Less Than or Equal to 36 In.
0290 / Increase Line Item #0290 Driveway, P.C. Concrete, 6 In.
0300 / Increase Line Item #0300 Removal of Paved Driveway
0310 / Decrease Line Item #0310 Railroad Approach Section, P.C.C.
0340 / Decrease Line Item #0340 Removal of Type A Sign
0350 / Decrease Line Item #0350 Perforated Square Steel Tube Posts
0360 / Decrease Line Item #0360 Perforated Square Steel Tube Post Anchor, Break-Away Soil Installation
0370 / Decrease Line Item #0370 Type A Signs, Sheet Aluminum
0390 / Increase Line Item #0390 Painted Pavement Markings, Waterborne or Solvent
0450 / Increase Line Item #0450 Valve Box Replacement
0460 / Decrease Line Item #0460 Deliver and Stockpile Salvaged Materials
0470 / Increase Line Item #0470 Railroad Protective Liability Insurance for Chicago, Central and Pacific Railroad / Cedar River Railroad Company
0480 / Decrease Line Item #0480 Tile Repair
0490 / Increase Line Item #0490 Exploratory Excavation
0500 / Increase Line Item #0500 Seeding and Fertilizing (Rural)
0520 / Decrease Line Item #0520 Stabilizing Crop - Seeding and Fertilizing (Urban)
0530 / Decrease Line Item #0530 Silt Fence
0540 / Decrease Line Item #0540 Removal of Silt Fence or Silt Fence for Ditch Checks
0550 / Decrease Line Item #0550 Maintenance of Silt Fence or Silt Fence for Ditch Checks
0560 / Decrease Line Item #0560 Stabilized Construction Entrance, EC-303
0570 / Decrease Line Item #0570 Perimeter and Slope Sediment Control Device, 20 In. Dia.
0580 / Decrease Line Item #0580 Removal of Perimeter and Slope or Ditch Check Sediment Control Device
0590 / Increase Line Item #0590 Ditch Check Sediment Control Device, 20 In. Dia.
0600 / Increase Line Item #0600 Mobilizations, Erosion Control
0620 / Increase Line Item #0620 Portable Dynamic Message Sign (PDMS)
0630 / Increase Line Item #0630 Mulching
8013 / New Item / Traffic Control (Additional).

B - Reason for change:

0010 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
0020 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
0070 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
0080 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
0090 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
0110 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.

0120 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0140 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0150 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0240 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0250 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0270 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0290 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0300 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0310 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0340 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0350 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0360 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0370 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0390 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0450 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0460 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0470 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0480 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0490 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0500 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0520 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0530 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0540 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0550 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
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 0570 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0580 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.
 0590 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0600 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0620 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 0630 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
 8013 / Traffic control for additional concrete paving/patchwork on Highway 7 identified on punchlist & walk through.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0010 Decrease (Contract Line Item #0010 Special Backfill) 2,110.800 CY @ \$59.000/CY = \$124,537.20 CR.
 0020 Increase (Contract Line Item #0020 Embankment-In-Place) 1,000.000 CY @ \$7.000/CY = \$7,000.00
 0070 Increase (Contract Line Item #007 Subgrade Stabilization Material, Polymer Grid) 984.000 SY @ \$3.000/SY = \$2,952.00
 0080 Increase (Contract Line Item #0080 Modified Subbase) 984.000 CY @ \$63.000/CY = \$61,992.00
 0090 Increase (Contract Line Item #0090 Paved Shoulder, P.C. Concrete, 7 In.) 589.470 SY @ \$64.950/SY = \$38,286.08
 0110 Increase (Contract Line Item #0110 Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 9.5 In.) 129.05 SY @ \$74.950/SY = \$9,672.30
 0120 Decrease (Contract Line Item #0120 Surfacing, Driveway, Class A Crushed Stone) 4.960 TON @ \$40.000/TON = \$198.40 CR.
 0140 Increase (Contract Line Item #0140 Removal of Concrete Foundations for Light Poles) 1.000 EACH @ \$500.000/EACH = \$500.00
 0150 Increase (Contract Line Item #0150 Removal of Light Poles) 1.000 EACH @ \$1,000.000/EACH = \$1,000.00
 0240 Increase (Contract Line Item #0240 Manhole Adjustment, Major) 4.000 EACH @ \$3,700.000/EACH = \$14,800.00
 0250 Decrease (Contract Line Item #0250 Subdrain, Longitudinal, (Shoulder) 4 In. Dia.) 496.000 LF @ \$9.000/LF = \$4,464.00 CR.
 0270 Increase (Contract Line Item #0270 Remove Storm Sewer Pipe Less Than or Equal to 36 In.) 24.000 LF @ \$15.000/LF = \$360.00
 0290 Increase (Contract Line Item #0290 Driveway, P.C. Concrete, 6 In.) 162.600 SY @ \$65.000/SY = \$10,569.00
 0300 Increase (Contract Line Item #0300 Removal of Paved Driveway) 64.000 SY @ \$10.000/SY = \$640.00
 0310 Decrease (Contract Line Item #0310 Railroad Approach Section, P.C.C.) 350.000 SY @ \$155.000/SY = \$54,250.00 CR.
 0340 Decrease (Contract Line Item #0340 Removal of Type A Sign) 17.000 EACH @ \$75.000/EACH = \$1,275.00 CR.
 0350 Decrease (Contract Line Item #0350 Perforated Square Steel Tube Posts) 83.000 LF @ \$25.000 = \$2,075.00 CR.
 0360 Decrease (Contract Line Item #0360 Perforated Square Steel Tube Post Anchor, Break-Away Soil Installation) 36.000 EACH @ \$75.000/EACH = \$2,700.00 CR.
 0370 Decrease (Contract Line Item #0370 Type A Signs, Sheet Aluminum) 90.300 SF @ \$25.000/SF = \$2,257.50 CR.
 0390 Increase (Contract Line Item #0390 Painted Pavement Markings, Waterborne or Solvent) 29.870 STA @ \$50.000/STA = \$1,493.50

0450 Increase (#0450 Valve Box Replacement) 4.000 EACH @ \$1,500.000/EACH = \$6,000.00
0460 Decrease (#0460 Deliver and Stockpile Salvaged Materials) 0.500 LS @ \$2,500.000/ LS = \$1,250.00 CR.
0470 Increase (#0470 Railroad Protective Liability Insurance for Chicago, Central and Pacific Railroad / Cedar River Railroad Company) 1.000 LS @ \$125,000.000/LS = \$125,000.00
0480 Decrease (Contract Line Item #0480 Tile Repair) 3.000 EACH @ \$2,300.000/EACH = \$6,900.00 CR.
0490 Increase (Contract Line Item #0490 Exploratory Excavation) 6.000 HR @ \$500.000/HR = \$3,000.00
0500 Increase (Contract Line Item #0500 Seeding and Fertilizing (Rural)) 0.250 ACRE @ \$1,500.000/ACRE = \$375.00
0520 Decrease (Contract Line Item #0520 Stabilizing Crop - Seeding and Fertilizing (Urban)) 3.300 ACRE @ \$1,750.000/ACRE = \$5,775.00 CR.
0530 Decrease (Contract Line Item #0530 Silt Fence) 1,437.00 LF @ \$1.750/LF = \$2,514.75 CR.
0540 Decrease (Contract Line Item #0540 Removal of Silt Fence or Silt Fence for Ditch Checks) 267.000 LF @ \$0.050/LF = \$13.35 CR.
0550 Decrease (Contract Line Item #0550 Maintenance of Silt Fence or Silt Fence for Ditch Checks) 234.000 LF @ \$0.050/LF = \$11.70 CR.
0560 Decrease (Contract Line Item #0560 Stabilized Construction Entrance, EC-303) 200.000 LF @ \$65.000/LF = \$13,000.00 CR.
0570 Decrease (Contract Line Item #0570 Perimeter and Slope Sediment Control Device, 20 In. Dia.) 3,702.000 LF @ \$4.750/LF = \$17,584.50 CR.
0580 Decrease (Contract Line Item #0580 Removal of Perimeter and Slope or Ditch Check Sediment Control Device) 3,622.000 LF @ \$1.000/LF = \$3,622.00 CR.
0590 Increase (Contract Line Item #0590 Ditch Check Sediment Control Device, 20 In. Dia.) 198.00 LF @ \$5.000/LF = \$990.00
0600 Increase (Contract Line Item #0600 Mobilizations, Erosion Control) 7.000 EACH @ \$500.000/EACH = \$3,500.00
0620 Increase (Contract Line Item #0620 Portable Dynamic Message Sign (PDMS)) 14.000 CDAY @ \$500.000/CDAY = \$7,000.00
0630 Increase (Contract Line Item #0630 Mulching) 1.250 ACRE @ \$1,000.000/ACRE = \$1,250.00
8013 / New Item (Traffic Control (Additional)) 10,175.000 LS @ \$1.000/LS = \$10,175.000.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

0010 - 0630 / N.A. (Contract Unit Price).

8013 / Based on quote from the Prime Contractor and accepted as reasonable by Project Engineer when compared to average unit process and scope of work involved.

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
N.A.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	X	0010	Special Backfill	\$59.00	-2,110.800	-\$124,537.20
	X	0020	Embankment-In-Place	\$7.00	1,000.000	\$7,000.00
	X	0070	Subgrade Stabilization Material, Polymer Grid	\$3.00	984.000	\$2,952.00
	X	0080	Modified Subbase	\$63.00	984.000	\$61,992.00
	X	0090	Paved Shoulder, P.C. Concrete, 7 In.	\$64.95	589.470	\$38,286.08
	X	0110	Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 9.5 In.	\$74.95	129.050	\$9,672.30
	X	0120	Surfacing, Driveway, Class A Crushed Stone	\$40.00	-4.960	-\$198.40
	X	0140	Removal of Concrete Foundations of Light Poles	\$500.00	1.000	\$500.00
	X	0150	Removal of Light Poles	\$1,000.00	1.000	\$1,000.00
	X	0240	Manhole Adjustment, Major	\$3,700.00	4.000	\$14,800.00
	X	0250	Subdrain, Longitudinal, (Shoulder) 4 In. Dia.	\$9.00	-496.000	-\$4,464.00
	X	0270	Remove Storm Sewer Pipe Less Than or equal to 36 In.	\$15.00	24.000	\$360.00
	X	0290	Driveway, P.C. Concrete, 6 In.	\$65.00	162.600	\$10,569.00
	X	0300	Removal of Paved Driveway	\$10.00	64.000	\$640.00
	X	0310	Railroad Approach Section, P.C.C.	\$155.00	-350.000	-\$54,250.00
	X	0340	Removal of Type A Sign	\$75.00	-17.000	-\$1,275.00
	X	0350	Perforated Square Steel Tube Posts	\$25.00	-83.000	-\$2,075.00
	X	0360	Perforated Square Steel Tube Post Anchor, Break-Away Soil Installation	\$75.00	-36.000	-\$2,700.00
	X	0370	Type A Signs, Sheet Aluminum	\$25.00	-90.300	-\$2,257.50
	X	0390	Painted Pavement Markings, Waterborne or Solvent	\$50.00	29.870	\$1,493.50
	X	0450	Valve Box Replacement	\$1,500.00	4.000	\$6,000.00
	X	0460	Deliver and Stockpile Salvaged Materials	\$2,500.00	-0.500	-\$1,250.00
	X	0470	Railroad Protective Liability Insurance for Chicago, Central, and Pacific Railroad / Cedar River Railroad Company	125,000	1.000	\$125,000.00
	X	0480	Tile Repair	\$2,300.00	-3.000	-\$6,900.00
	X	0490	Exploratory Excavation	\$500.00	6.000	\$3,000.00
	X	0500	Seeding and Fertilizing (Rural)	\$1,500.00	0.250	\$375.00
	X	0520	Stabilizing Crop - Seeding and Fertilizing (Urban)	\$1,750.00	-3.300	-\$5,775.00
	X	0530	Silt Fence	\$1.75	-1,437.000	-\$2,514.75
	X	0540	Removal of Silt Fence or Silt Fence for Ditch Checks	\$0.05	-267.000	-\$13.35

		Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	X	0550	Maintenance of Silt Fence or Silt Fence for Ditch Checks	\$0.05	-234.000	-\$11.70
	X	0560	Stabilized Construction Entrance, EC-303	\$65.00	-200.000	-\$13,000.00
	X	0570	Perimeter and Slope Sediment Control Device, 20 In. Dia.	\$4.75	-3,702.000	-\$17,584.50
	X	0580	Removal of Perimeter and Slope or Ditch Check Sediment Control Device	\$1.00	-3,622.000	-\$3,622.00
	X	0590	Ditch Check Sediment Control Device, 20 In. Dia.	\$5.00	198.000	\$990.00
	X	0600	Mobilizations, Erosion Control	\$500.00	7.000	\$3,500.00
	X	0620	Portable Dynamic Message Sign (PDMS)	\$500.00	14.000	\$7,000.00
	X	0630	Mulching	\$1,000.00	1.250	\$1,250.00
Add Row Delete Row						TOTAL
						\$53,951.48

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	X	8013	2528-8445110	Traffic Control (Additional)	\$1.00	10,175.000	\$10,175.00
Add Row Delete Row						TOTAL	\$10,175.00

H. Signatures

Signatures will be applied through DocExpress.

RESOLUTION NO. 49-R-2024-2025

**RESOLUTION APPROVING CHANGE ORDER NO.3, FINAL COMPLETION, AND
FINAL PAYMENT FOR THE HIGHWAY 7 &110 INTERSECTION UPGRADE
PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the City for the construction of certain public improvements described in general as the Highway 7 &110 Intersection Upgrade project; and

WHEREAS, the plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law and approved by the City Council on February 7, 2022; and

WHEREAS, a contract in the amount of \$3,866,039.85 was awarded to Godbersen-Smith Construction Co. for the Highway 7 &110 Intersection Upgrade project; and

WHEREAS on November 21, 2022 Change Order No. 7 for the Highway 7 &110 Intersection Upgrade project was approved in the amount of \$57,805.00 increasing the total contract to \$3,923,844.85 and extending the completion date 126 Working Days.

WHEREAS on April 15, 2024 Change Order No. 2 for the Highway 7 &110 Intersection Upgrade project was approved in the amount of \$50,848.05 increasing the total contract to \$3,974,692.90 and extending the completion date to 158 Working Days.

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

SECTION 1. That Change Order No. 3 for the Highway 7 &110 Intersection Upgrade project is hereby approved in the amount of \$64,126.48 increasing the total estimated contract price to \$4,038,819.38.

SECTION 2. That Final Payment is hereby approved in the amount of \$80,478.54.

SECTION 3. That the Mayor and Clerk are hereby directed to execute Change Order No. 3, make final payment, and complete project closeout for the Highway 7 &110 Intersection Upgrade project.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER, 2024.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

12/16/2024

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:

SUBJECT: City Council Requested Items / City Council Updates

BACKGROUND: Future Work Session or Presentations:
1. Retail Coach Update - January 20, 2025

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

None