



THE

CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: F-3

SUBJECT: 28E Agreement for the Financing of the Pella Indoor Recreation Center with Pella Rec

DATE: April 15, 2025

BACKGROUND:

This resolution approves a 28E Agreement with Pella Rec for financing of the proposed Pella Indoor Recreation Center. Pella Rec is a nonprofit corporation who has been instrumental in raising nearly \$17.5 million in funds for the Pella Indoor Recreational Center. The purpose of this agreement is to finance the construction of the recreational center. Listed below, and on the following pages, is an overview of the key terms of this agreement.

Project

Under Section 2 of the agreement, the proposed project consists of an approximately 78,000 square foot facility and includes a recreation pool, eight-lane competition pool, four gymnasiums, walking/running track, weight and cardio workout areas, concession and kitchen facilities, and a child watch area. The project closely corresponds to the full build option for the construction bids received by the city, less Alternate 4, which was for an additional 160 parking spaces. Exhibit B of the agreement outlines the proposed components in the in the Rec Center. It is also important to note, the agreement requires the city to consult with Pella Rec if there are any proposed changes to the components of the Rec Center or location; however, the city retains exclusive rights to make final decisions regarding any changes.

Design

Section 3 of the agreement requires the city to consult with Pella Rec if there are any proposed changes to the design of the facility as outlined in Exhibit C of the agreement; however, the city shall have the exclusive right to make final decisions regarding any changes.

Ownership

Under the agreement terms, the Rec Center will be designed, constructed, owned, and operated by the city.

Budget

Section 5 addresses the proposed project budget of \$35,142,000. In addition, this section requires the parties to work together to address any cost overruns. It is important to note, the project budget contains a contingency of \$899,100, approx. 3% of the proposed construction contract. The city has the exclusive right to make final decisions on the project size and scope to keep within established financial parameters.

Project Budget

Construction Contract	\$29,969,000
Architectural/CO Fees	2,452,000
Engineering C/O #1	200,000
Engineering C/O #2	153,000
Engineering C/O #3	145,000
Contingency	899,100
Sports Equipment	899,100
Furnishings	224,800
Third Party Testing	90,000
Expense Reimb./Printing	<u>110,000</u>
Total Project Budget	<u>\$35,142,000</u>

City Funding Commitments

Under the terms of this agreement, the city will contribute \$19,103,500 comprised of the following:

City financial contribution	\$17,000,000
Pledges received to-date	1,603,500
State of Iowa CAT Grant	<u>500,000</u>
Total	<u>\$19,103,500</u>

Pella Rec Funding Commitments

Through this agreement, Pella Rec will be contributing \$16,038,500 to the construction of this project. Pella Rec will be invoiced 100% for all items identified in Exhibit D-3 of the agreement, proposed change orders by the project's architect, totaling \$498,000. In addition, Pella Rec will be invoiced for 50% of the Joint Project Costs as identified in Exhibit D-4. Under the terms of the agreement, Pella Rec is required to make payments to the City of Pella within 14 days of being invoiced.

Donor Recognition

Under the terms of the agreement, all naming rights to the components of the facility are subject to city approval.

Condition Precedent

As a condition precedent to this contract, the city is reserving the right to review documentation from Pella Rec which demonstrates they have the ability to fund \$16,038,500 for the Indoor Recreation Center project. The city's financial advisor, Michael Maloney, will be in attendance to address any questions Council may have this matter.

Summary

To date, there has been over \$17.5 million in funds raised for the Indoor Recreation Center project. This is a significant amount and indicates strong support for the project. It is also important to keep in mind that all the construction bids received for the project are in excess of the City's of Pella's proposed financial commitment of \$17 million for the recreation center; therefore, this agreement is important if Council intends to proceed with the indoor recreation center project.

ATTACHMENTS: Resolution, 28E Agreement

REPORT PREPARED BY: City Administration

REVIEWED BY: City Clerk

RECOMMENDATION: According to the terms of the resolution, the proposed 28E Agreement is effective once Council awards a contract for the project; therefore, City Administration is recommending approval of the resolution

RESOLUTION 6833A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF A 28E AGREEMENT FOR THE FINANCING OF THE PELLA
INDOOR RECREATION CENTER BY AND BETWEEN THE CITY OF
PELLA, IOWA, AND PELLA REC.

WHEREAS, the City of Pella, Iowa, (the “City”) and Pella Rec, a nonprofit corporation existing under the laws of the State of Iowa, share a common vision to create a Pella Indoor Recreation Center (the “Project”) that strengthens the community and enhances the quality of life in the City of Pella, Iowa; and

WHEREAS, the City and Pella Rec agree that their common purposes can best be achieved by pooling their resources and efforts together to finance the construction costs of the Project; and

WHEREAS, the City and Pella Rec believe that an agreement pursuant to Iowa Code Chapter 28E (the “Agreement”) should be entered into to govern their respective responsibilities as it relates to financing the Project; and

WHEREAS, the Agreement is contingent upon the City awarding a construction contract for the Project.

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

1. The form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement 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, provided however, the Agreement shall not become effective unless and until the City awards a construction contract for the construction of the Project.

2. Following execution of the Agreement, the Agreement shall be filed with the Iowa Secretary of State’s office in conformance with Iowa Code Section 28E.8.

3. From and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, as amended and executed.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2025.

Mayor

Attest:

City Clerk

**28E AGREEMENT FOR
THE FINANCING OF THE PELLA INDOOR RECREATION CENTER
BETWEEN THE CITY OF PELLA, IOWA
AND
PELLA REC**

THIS 28E AGREEMENT FOR THE FINANCING OF THE PELLA INDOOR RECREATION CENTER (the “Agreement”) is dated this 15th day of April, 2025, (the “Effective Date”) by and between the City of Pella, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (the “City”), and Pella Rec, a nonprofit corporation existing under the laws of the State of Iowa (collectively referred to herein as the “Parties”).

WHEREAS, the City and Pella Rec share a common vision to create a Pella Indoor Recreation Center that strengthens the community and enhances the quality of life. The goal of the project is to attract and retain residents; bolster the community’s tourism industry through the hosting of tournaments; and spur additional economic development.

WHEREAS, the citizens of Pella approved the Pella Indoor Recreation Center as an eligible item for Local Option Sales and Services Tax funding, on September 13, 2022; and

WHEREAS, the City and Pella Rec agree that their common purposes can best be achieved by pooling their resources and efforts together to finance the construction costs of the Pella Indoor Recreation Center; and

WHEREAS, the Parties now desire to outline the terms of each Party’s responsibilities as they relate to financing the project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** To jointly fund the construction of the Pella Indoor Recreation Center.
2. **PROJECT.** The Pella Indoor Recreation Center (the “Rec Center”) will be constructed in the northwest corner of the Pella Sports Park, as identified in the attached Exhibit ‘A’. The Rec Center consists of an approximately 78,000 square foot facility and includes a recreation pool; an eight lane competition pool; four gymnasiums; a walking/running track; weight and cardio workout areas; concession and kitchen facilities; and a child watch area, as identified in the attached Exhibit ‘B’. The City shall consult with Pella Rec regarding any proposed changes to the proposed location or proposed components included in the Rec Center, provided, however, that the City shall have the exclusive right to make final decisions regarding any such changes.
3. **DESIGN.** The Rec Center shall be designed in accordance with attached Exhibit ‘C’. The City shall consult with Pella Rec regarding any substantial changes to the design of the Rec Center, provided, however, that the City shall have the exclusive right to make final decisions regarding any such changes.
4. **OWNERSHIP.** The Rec Center will be designed, constructed, owned and operated by the City.

5. **BUDGET.** The anticipated construction cost for the Rec Center is \$35,142,000, as identified in the attached Exhibits ‘D-1’ through ‘D-5’. The Parties agree to work in good faith to address any cost overruns for the project in a timely manner and to make any necessary adjustments to the size and scope of the project to be within the funding commitments stated in this Agreement, provided, however, that the City shall have the exclusive right to make final decisions regarding any such adjustments.
6. **FUNDING COMMITMENTS.**
 - a. Pella Rec will contribute \$16,038,500 towards the construction of the Rec Center (“Pella Rec Funding Commitment”) as outlined in Exhibits D1 through D5 of this Agreement.
 - b. The City will contribute \$19,103,500 towards the construction of the Rec Center (“City’s Funding Commitment”) as outlined in Exhibits D-1 through D-5 of this Agreement.
7. **PELLA REC’S CONTRIBUTIONS.** Contributions by Pella Rec to the Rec Center will be as follows:
 - a. Pella Rec will contribute a total of \$16,038,500 towards the construction of this project.
 - b. Pella Rec will be invoiced 100% of all invoices the City receives that are Pella Rec’s responsibility, as outlined in Exhibit D-3 of this Agreement.
 - c. Pella Rec will be invoiced 50% of all invoices the City receives that are the joint responsibility of the Parties, as outlined in Exhibit D-4 of this Agreement.
 - d. Pella Rec shall make payment to the City within fourteen (14) days of the vendor’s invoice date. No amounts spent prior to the date this Agreement is signed will count towards the Pella Rec Funding Commitment.
 - e. After Pella Rec has paid its share of all project invoices, any remaining portion of Pella Rec’s Funding Commitment of \$16,038,500 shall be due and paid to the City within fourteen (14) days from the final invoice sent by the City.
8. **PLEDGE PAYMENTS.** The Parties agree to work in good faith to notify the donors that have pledged to the project that their future pledge payments will be made to Pella Rec. As of the date of this contract, the amount of outstanding pledges for the project is \$15,451,000. Furthermore, the outstanding pledge amounts do not include the following grants as these have been assigned to the City of Pella:
 - a. \$500,000 CAT Grant from the Iowa Department of Economic Development
 - b. \$50,000 Community Foundation Grant
 - c. \$1,000,000 Legacy Grant (request made to Prairie Meadows)
9. **CONDITIONS PRECEDENT.** The following documentation shall be provided by Pella Rec to the City within seven (7) days of signing this Agreement and shall be considered conditions precedent to any rights or obligations of any Party to this Agreement:

- a. Pella Rec shall provide verifiable proof, in a form satisfactory to the City in its sole discretion, that Pella Rec has obtained a bank loan, or other financing, in the amount and on terms necessary to meet the Pella Rec Funding Commitment and pay its share of the construction costs as the project is constructed and invoices are due and owing, with all loan or financing proceeds advanced to Pella Rec up-front or on a draw down basis as needed. Pella Rec shall provide copies of said loan or financing documents.
- b. Pella Rec shall provide the City with verified, current documentation from the third party(ies) involved in all pledges, corporate guarantees, financing, or security, confirming the current financial commitments to Pella Rec and/or the project.
- c. Pella Rec shall require all funds from the loan, other financing, and pledges to be held in an FDIC insured financial institution and is prohibited from making any investments other than those a City can lawfully make.
- d. Pella Rec shall provide the City with written consent from Pella Rec to verify directly with the third party(ies) providing documentation to the City under this Section the accuracy and completeness of the information so provided. The City's right to obtain this information shall not expire until such time as the City has determined that Pella Rec has met its financial obligations as outlined herein. Notwithstanding the foregoing, the City shall have no obligation to verify such documentation and information.
- e. Pella Rec shall provide the City with a written legal opinion from their legal counsel confirming Pella Rec has the authority to lawfully enter into any loan or financial agreement contemplated by this section, and that said financing is valid, binding, and enforceable.

If any of these terms are not timely satisfied, this Agreement shall automatically terminate, with neither Party having any additional obligations to the other.

10. **ADMINISTRATORS.** Representatives of the City of Pella and Pella Rec will meet regularly during the construction of the project to keep all Parties informed of the progress and to ensure the intent of this Agreement is carried out. The construction contractor for the project will be chosen in accordance with Iowa Code Chapter 26.
11. **TIMELINE.** The Parties agree to work in good faith to meet the following timeline for the project:

- | | |
|--|-------------------|
| a. Construction Begins: | Summer of 2025 |
| b. Opening of the Pella Indoor Recreation Center | December 31, 2027 |

The Parties agree to work in good faith to address any delays or unforeseen events which may cause delays to the project timeline.

12. DONOR RECOGNITION.

- a. The City understands that Pella Rec has and will be raising funds and, as incentive for the fundraising, Pella Rec is requesting naming rights to various items of the Rec Center. Naming rights, including the names of individual courts, pool, and concessions will be subject to approval of the City in its sole discretion. It is understood and agreed by the Parties that naming rights must be limited and may need to be declined or prohibited in order to preserve tax exempt financing.
- b. Any naming rights approved by the City Council will be recognized by signage, plaques, monuments or the like, all of which shall be subject to City review and approval.
- c. Pella Rec will pay for any such recognition walls, signage, monuments, or memorabilia for donors, including a general recognition wall, the form, size, and location of which are subject to City review and approval.
- d. To the extent approved by the City, the City will provide space for recognition of the donors through the use of signs, plaques, monuments, and wall space to effectuate the intent of this provision. The City will ensure that such recognitions are appropriately placed and maintained at the site.
- e. Within seven (7) days of signing this Agreement, Pella Rec shall provide the City with a list identifying the promises Pella Rec has made in relation to naming rights. This list shall include the name of the business, corporation, and/or donor to whom a promise has been made, along with the specific item or area within the Rec Center that the promise(s) relate to, all details promised or committed to by Pella Rec and the amount of each such donation or pledge.
- f. From and after the date of this Agreement, Pella Rec shall make no further promises or commitments related to naming rights.

13. DURATION OF AGREEMENT. This Agreement shall be effective from the Effective Date herein provided and remain in effect until the Rec Center construction is complete and finally accepted by the City, and all payments related to such construction, including all payments owed under this Agreement, have been made.

14. TERMINATION AND DEFAULT.

- a. This Agreement may be terminated by written mutual agreement of the Parties.
- b. In the event any Party determines that another has defaulted in the performance of its obligations hereunder ("Event of Default"), the aggrieved Party may declare that default has occurred and give notice thereof to the defaulting Party. Either Party may take any one or more of the following actions after giving thirty (30) days' written notice to the other Party of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the aggrieved Party within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the defaulting Party does not provide assurances reasonably

satisfactory to the other that the Event of Default will be cured as soon as reasonably possible:

- i. The aggrieved Party may terminate this Agreement; or
- ii. The aggrieved Party may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the defaulting Party under this Agreement.
- iii. No remedy herein conferred upon or reserved to the aggrieved Party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

- c. Upon termination of this Agreement for any reason, a notice of termination shall be filed with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.

15. NOTICES. All notices, invoices, and reimbursement requests which the Parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the Party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to the City of Pella shall be addressed to:

City of Pella
Attn: City Administrator
825 Broadway
Pella Iowa, 50219

Notices to Pella Rec shall be addressed to:

Pella Rec
Attn: Sherri TeGrootenhuis
700 Main Street, Suite 203
Pella, Iowa 50219

16. **SEPARATE LEGAL ENTITY AND PARTNERSHIP DISCLAIMER.** The Parties hereby acknowledge and agree that Pella Rec is not now, nor has it ever been, an entity or part of the City of Pella, and the City is not responsible for any of the fundraising efforts of Pella Rec. This Agreement is not intended to and does not establish a separate legal entity. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the Parties hereto, or as constituting either Party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.
17. **INDEMNIFICATION.**
- a. Pella Rec agrees to hold the City harmless from any liability regarding Pella Rec and/or its fundraising efforts. As such, Pella Rec agrees to defend any suit and indemnify the City from any claim arising out of any such efforts or actions attributed to Pella Rec's fundraising efforts.
 - b. To the extent allowed by law, the City agrees to hold Pella Rec harmless from any liability related to the construction, operation, or maintenance of the Rec Center. As such, the City agrees to defend any suit and indemnify Pella Rec from any claim arising out of such action of the City.
 - c. No member, director, officer, or representative of the City or Pella Rec shall be personally liable for a claim based upon an act or omission of the person performed in the discharge of the individual's official duties, except for claims based on gross negligence or intentional acts. Nothing in this Agreement shall be construed as constituting any waiver of any immunity from liability available to the Parties, their officers, employees, agents, members, or volunteers pursuant to any applicable provision of law.
18. **FILING WITH SECRETARY OF STATE.** When this Agreement has been approved by the Parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code § 28E.8.
19. **INVALIDITY OR UNENFORCEABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
20. **HEADINGS.** The headings used in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any manner affect the same.
21. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.
22. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties with respect to the subject matter herein and may not be changed except by amendment in writing signed by the Parties hereto, and filed with the Iowa Secretary of State pursuant to Iowa Code section 28E.8.

23. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

[End of Agreement. Signature pages to follow.]

FOR CITY OF PELLA:

BY:

Mayor, Don DeWaard

Date

ATTEST:

City Clerk, Mandy Smith

FOR PELLA REC:

BY: _____

Print Name & Title

Date

Exhibit 'A' Site Location

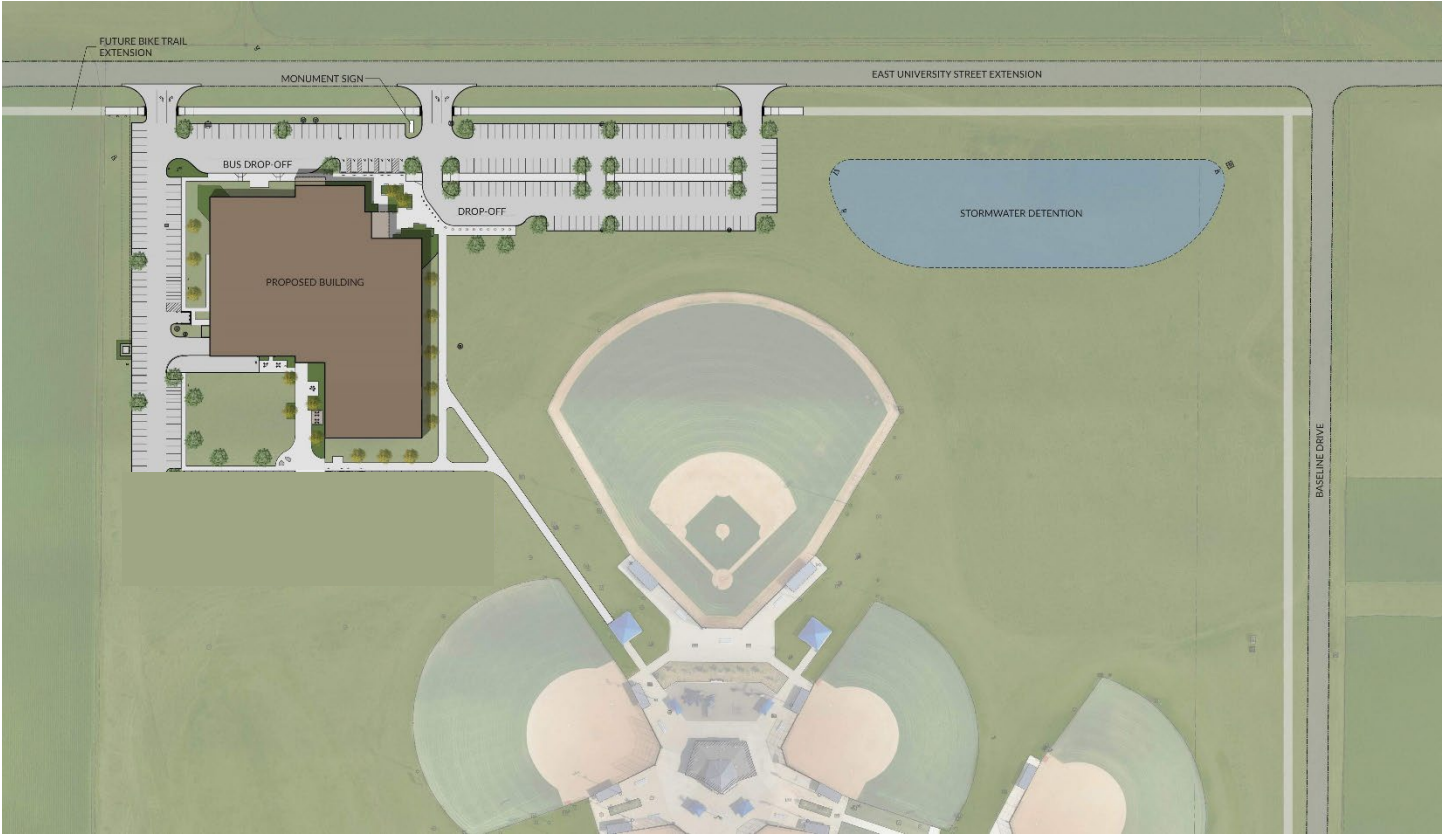
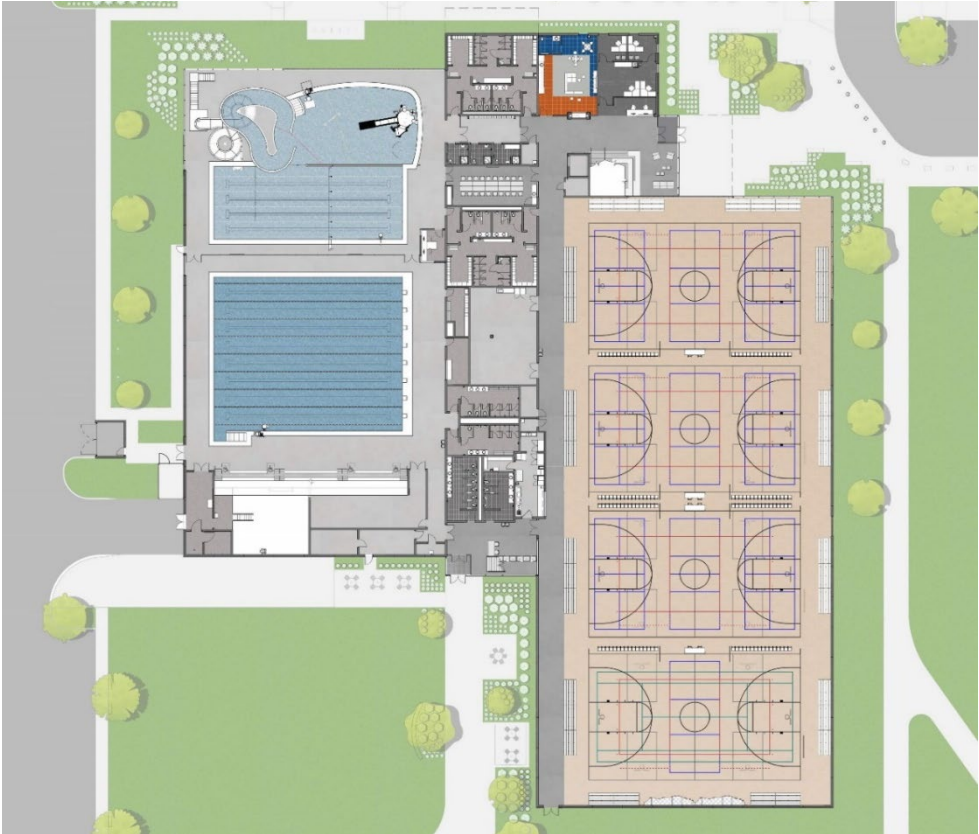


Exhibit 'B' Facility Layout

Main Level:



Second Level:

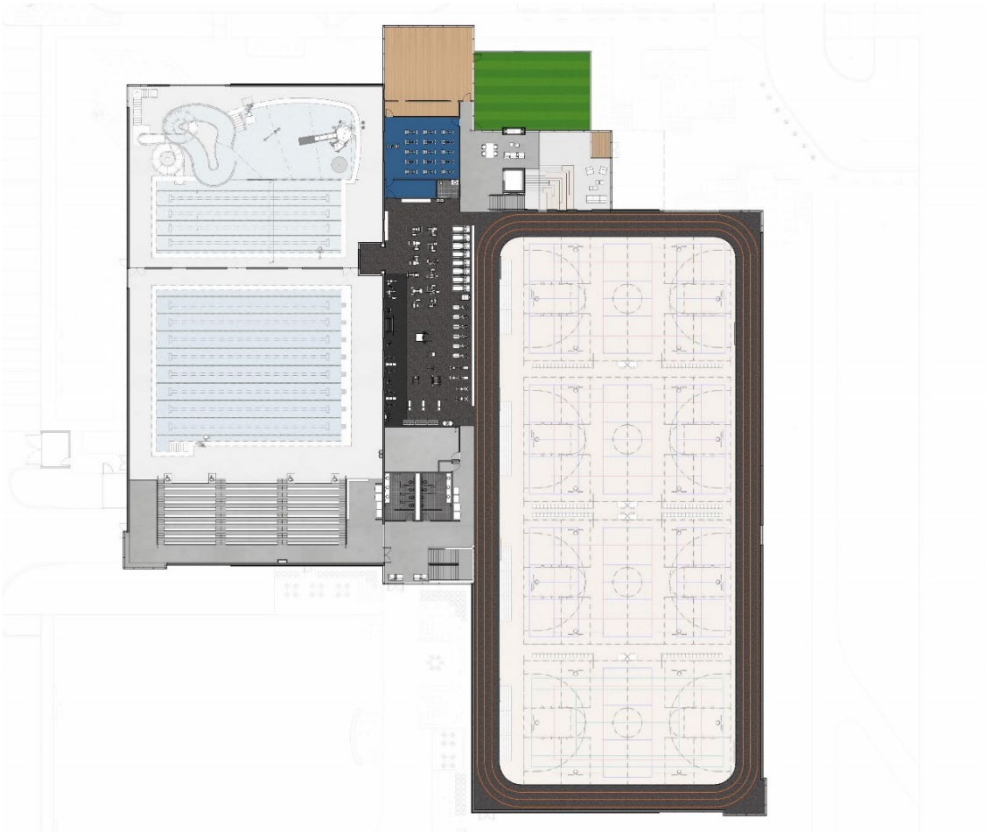


Exhibit 'C' Color Elevations



Exhibit 'D-1'**Pella Indoor Recreation Center
Project Budget**

Construction Contract	\$29,969,000
Architectural/CO Fees	2,452,000
Engineering C/O #1	200,000
Engineering C/O #2	153,000
Engineering C/O #3	145,000
Contingency	899,100
Sports Equipment	899,100
Furnishings	224,800
Third Party Testing	90,000
Expense Reimb./Printing	<u>110,000</u>
Total Project Budget	<u>\$35,142,000</u>

Exhibit ‘D-2’

**Pella Indoor Recreation Center
Project Budget
Costs Allocated 100% to City of Pella**

Architectural/CO Fees	\$2,452,000
Third Party Testing	90,000
Expense Reimb./Printing	<u>110,000</u>
Total Project Budget	<u>\$2,652,000</u>

Exhibit ‘D-3’

**Pella Indoor Recreation Center
Project Budget
Costs Allocated 100% to Pella Rec**

Engineering C/O #1	\$200,000
Engineering C/O #2	153,000
Engineering C/O #3	<u>145,000</u>
Total	<u>\$498,000</u>

Exhibit 'D-4'

**Pella Indoor Recreation Center
Project Budget
Joint Project Costs**

Construction Contract	\$29,969,000
Contingency	899,100
Sports Equipment	899,100
Furnishings	<u>224,800</u>
Total Project Budget	<u>\$31,992,000</u>
Joint Project Costs Allocated to City of Pella	\$16,451,500
Joint Project Costs Allocated to Pella Rec	<u>15,540,500</u>
Total Joint Project Costs Allocated	<u>\$31,992,000</u>

Exhibit 'D-5'

**Pella Indoor Recreation Center
Project Budget
Summary of Allocated Costs**

Costs Allocated to City of Pella

Joint Project Costs Allocated to City of Pella	\$16,451,500
Costs Allocated Solely to City of Pella	<u>2,652,000</u>
Total Costs Allocated to City of Pella	<u>\$19,103,500</u>

Costs Allocated to Pella Rec

Joint Project Costs Allocated to Pella Rec	\$15,540,500
Costs Allocated Solely to Pella Rec	<u>498,000</u>
Total Costs Allocated to Pella Rec	<u>16,038,500</u>

Total Project Costs	<u>\$35,142,000</u>
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THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: F-4

SUBJECT: Resolution Approving and Authorizing Execution of a 28E Agreement for the Shared Use of a Recreation Center by and between the City of Pella and the Pella Community School District

DATE: April 15, 2025

BACKGROUND:

This resolution approves a 28E Agreement with the Pella Community School District for use of the proposed Indoor Recreation Center. It is staff's understanding that if the City of Pella proceeds with the recreation center project, the school district will be forming a high school swimming team. Listed below are the key terms of the agreement:

- **Term:** initial term of ten years.
- **Purpose:** to financially strengthen the financial operations of the Pella Indoor Recreation Center. In exchange for the Pella School District's generous financial contribution, they would have priority use for the competition swimming pool at the Indoor Recreation Center in accordance with the terms of the agreement. For all other school uses of the recreation center, Pella Schools would pay the existing rental rates for the facility.
- **Payment Terms:** In exchange for priority use of the competition swimming pool, the school district would pay \$1.0 million dollars to the city in accordance with the following schedule:
 - FY 27-28: \$250,000
 - FY 28-29: \$250,000
 - FY 29-30: \$200,000
 - FY 30-31: \$200,000
 - FY 31-32: \$100,000
- **Termination:** either party can terminate the agreement with 24 months' notice. If the school district were to terminate the agreement under Section 12C, they would be obligated to still make their financial contribution of \$1.0 million to the city. If the city were to terminate the agreement under Section 12D, the city would need to refund the school district the portion of the \$1.0 million payment which was unused over the ten-year initial term.

It is important to note that this resolution is conditional upon the city awarding a construction contract for the Pella Indoor Recreation Center. Staff would also like Council to be aware that this agreement is important in supporting the financial operations of the recreation center, particularly in the initial years of operation. Furthermore, staff is appreciative of the school district's generous contribution to the indoor recreation center project.

ATTACHMENTS: Resolution, 28E Agreement

REPORT PREPARED BY: City Administration

REVIEWED BY: City Clerk

RECOMMENDATION: According to the terms of the resolution, the proposed 28E Agreement is effective once Council awards a contract for the Indoor Rec Center Project; therefore, City Administration is recommending approval of the resolution.

RESOLUTION 6834

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A 28E AGREEMENT FOR THE SHARED USE OF A RECREATION CENTER BY AND BETWEEN THE CITY OF PELLA, IOWA, AND THE PELLA COMMUNITY SCHOOL DISTRICT.

WHEREAS, the City of Pella, Iowa, (the “City”) and the Pella Community School District (the “District”) are public agencies as defined in Iowa Code Chapter 28E; and

WHEREAS, the City desires to construct an indoor recreation and aquatics center (the “Center”); and

WHEREAS, the District desires to contribute to the construction, operation, and maintenance of the Center in exchange for the City’s agreement to permit the use of the Center by the District; and

WHEREAS, the City and the District find that joint and cooperative action will be to their mutual advantage and will promote more efficient and expanded use of public buildings and equipment as contemplated by Iowa Code Chapter 28E; and

WHEREAS, the City and the District believe that an agreement pursuant to Iowa Code Chapter 28E (the “Agreement”) should be entered into to govern the construction, operation, and maintenance of the Center.

WHEREAS, the Agreement is contingent upon the City awarding a construction contract for the construction of the Center.

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

1. The form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement 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, provided however, the Agreement shall not become effective unless and until the City awards a construction contract for the construction of the Center.

2. Following execution of the Agreement, the Agreement shall be filed with the Iowa Secretary of State’s office in conformance with Iowa Code Section 28E.8.

3. From and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, as amended and executed.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2025.

Mayor

Attest:

City Clerk

**CHAPTER 28E AGREEMENT
FOR THE SHARED USE OF A
RECREATION CENTER**

This Chapter 28E Agreement (this “Agreement”) is made and entered into the 15th day of April 2025, by and between the Pella Community School District (the “District”), and the City of Pella (the “City”).

WHEREAS, the District is a school corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, the City is a municipal corporations organized and existing under the laws of the State of Iowa and is a public agency of the state as defined in Iowa Code Chapter 28E; and

WHEREAS, the City desires to construct an indoor recreation and aquatics center (the “Center”); and

WHEREAS, the District desires to contribute to the operation, and maintenance of the Center in exchange for the City’s agreement to permit the use of the Center by the District; and

WHEREAS, the District and the City find that joint and cooperative action will be to their mutual advantage and will promote more efficient and expanded use of public buildings and equipment as contemplated by Iowa Code Chapter 28E; and

WHEREAS, a public agency may enter into an agreement with another public agency for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, the District and the City believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into to govern the operation and maintenance of the Center.

NOW, THEREFORE the District and the City agree as follows:

1. Duration of Agreement. The duration of this Agreement shall be for an initial term of ten (10) years, commencing with the date of filing of this Agreement with the Iowa Secretary of State in accordance with Iowa Code 28E.8. This Agreement shall automatically renew for an additional five (5) year term unless either party gives written notice to the other of their intent not to renew the Agreement at least 24 months prior to the end of the initial ten (10) year term.
2. Purpose. The purpose of this Agreement is to facilitate the joint exercise of the parties’ respective powers to fund, construct, operate, maintain, and share in the use of a

recreation and aquatic center for the benefit of City and District residents and the District's students, subject to the terms and conditions set forth herein.

3. Administration.

- A. No Separate Entity. No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement.
- B. Ordinary Administration. Except for certain matters specified herein, this Agreement shall be administered on a day-to-day basis by the Superintendent, or the Superintendent's designee, on behalf of the District and the City Administrator, or the City Administrator's Designee, on behalf of the City.
- C. No Separate Entity or Joint Board. No separate legal or administrative entity or joint board shall be established to carry out the purposes of this Agreement. The Superintendent of the District and the City Administrator of the City shall be designated as the administrators of this Agreement for purposes of Iowa Code Chapter 28E.
- D. Steering Committee. In the event of a dispute regarding the interpretation or application of the terms of this Agreement, the dispute shall be resolved by majority vote of a Steering Committee, consisting of:
 - i. Five (5) members consisting of: 1) Board President of the District; 2) Superintendent of the District; 3) Mayor of the City; 4) City Administrator of the City; and 5) An individual to be selected by the other six members of the City Council and who shall be a resident of the District and the City. Each member shall have one vote.
 - ii. The Steering Committee shall resolve disputes between the City and the District arising under this Agreement. When a dispute is submitted to the Steering Committee for resolution, its determination shall be binding during the term of this Agreement.
 - iii. No member of the Steering Committee shall be personally liable for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for acts or omissions which involve intentional misconduct or knowing violation of the law, or in a transaction from which the person draws an improper personal benefit. Provided, however, that nothing in this Agreement shall be construed as constituting the waiver of any immunity from liability available to the parties, the Steering Committee members, or their

officer, employees, agents, members, or volunteers pursuant to any applicable provision of law.

- iv. The District and the City shall, jointly and severally, defend, indemnify, and hold harmless the members of the Steering Committee from any and all claims, demands, causes of action, suits, settlements, and any other claimed damages, to include reasonable attorney's fees, investigative fees, suit fees and other costs associated therewith, arising out of implementation of this agreement except those resulting directly from intentional misconduct or knowing violation of the law, or in a transaction for which the Steering Committee derives an improper personal benefit.

4. The Project.

- A. Ownership. The Center to be constructed shall be owned by the City during the term of this Agreement and following termination or expiration hereof. The City shall be solely responsible for the construction and financing of the Center, including all operational costs and all expenses associated with repair, replacement, and maintenance of the Center. The City shall contract for the construction of the Center in accordance with Iowa Code Chapter 26.
- B. Payment. The District will pay to the City \$1.0 million dollars (the "Contribution Payment") for its use of the competition swimming pool (the "Competition Pool") which will be located within the Center. The Contribution Payment shall be made in accordance with the following schedule:

Fiscal Year 27-28:	\$250,000
Fiscal Year 28-29:	\$250,000
Fiscal Year 29-30:	\$200,000
Fiscal Year 30-31:	\$200,000
Fiscal Year 31-32:	\$100,000

The first payment shall be made on or before July 31, 2027. The District shall make each annual payment no later than July 31st of each year.

The Payment shall be used by the City to support operations and maintenance of the Competition Pool. The Competition Pool shall consist of at least eight competition-size swimming lanes, a deck area for

spectator seating that will accommodate at least 100 spectators, bleachers, lockers, and bathrooms and showers within the Center. The Competition Pool shall be constructed and maintained in accordance with all standards required for competition swimming pools, including but not limited to, the purchase and installation by the City of related equipment such as timing touch pads, scoreboards, lane lines, and blocks (the "Related Equipment").

- C. Damaged Equipment. The District shall reimburse the City for the replacement and/or repair of any Related Equipment damaged during the District's use of such Related Equipment. The City shall be solely responsible for the maintenance, replacement, and/or repair of the Related Equipment at all other times.

5. Planning and Construction of the Center.

- A. The City shall be responsible for all financing of the design and construction of the Center. The City shall contract with, and pay the fees and expenses of, any professionals the City determines are necessary or advisable to develop appropriate plans and specifications for the Center. Any professional contracted by the City will have his or her work directed by the City.

6. Operating Relationship.

- A. Unless otherwise agreed to by the parties, the District shall have priority use of the Competition Pool for District-operated activities. The City shall make the entire Competition Pool area in the Center exclusively available to the District in accordance with the following schedule:

Swimming Practice

Per fiscal year the District will be able to reserve at least four lanes of the competition pool subject to the following guidelines

Not-to-exceed 36 weeks per fiscal year

Not-to-exceed six days per week

Not-to-exceed 2 hours per day

The District will be charged the current rental rates of the Pella Recreation Center for use of the competition swimming pool for practices over the above amounts.

High School Swim Meets

The District will be able to reserve the competition swimming pool for high school swim meets up to five times per fiscal year subject to the following guidelines:

Not-to-exceed eight hours per day

The District will be charged the current rental rates of the Pella Recreation Center for use of the competition swimming pool for high school swim meets over the above amounts.

For all other use of the Competition Pool or the Center (excluding the items identified in Section 6A of this agreement) the District will pay current rental rates/fees for use of the Center.

7. Casualty Loss. If all or any part of the Project is damaged or destroyed by fire or other casualty, the City shall repair and rebuild the Center with reasonable diligence. All insurance proceeds received by the District for casualty insurance required to be carried under this Agreement shall be payable to the City and shall be held in trust and applied by the City to the payment of such repair and rebuilding costs. If there is substantial interference with the operation of the Center as a recreation and aquatic center due to the casualty damage, the term of this Agreement shall be tolled for the duration of the repair or rebuilding work.
8. Insurance.
 - A. Workers' Compensation, Employer's Liability. All times during the Term, both Parties shall maintain Workers' Compensation Insurance covering their respective employees as required by law. Additionally, the City shall require all design professionals, contractors, and subcontractors performing work on the Center to maintain Workers' Compensation Insurance covering all employees of any developer, contractors, or subcontractors as required by State law. The City shall cause all contractors and subcontractors performing work under this Agreement to provide an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance as required by State law. Both parties shall endorse their Workers' Compensation policies to add a Waiver of Subrogation in favor of the other party.

- B. Builder's Risk. The City shall maintain, or cause its contractors to maintain, builder's risk insurance with respect to the Center.
- C. Commercial General Liability. At all times during the term of this Agreement, both parties shall maintain a Commercial General Liability insurance policy covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with deductible provisions not to exceed Twenty-Five Thousand Dollars (\$25,000) per occurrence. These policies shall include contractual liability coverage. Such policies shall cover the Project premises, shall be issued by insurance companies and in forms satisfactory to the insured, and shall provide for at least thirty (30) days' notice before cancellation. The parties may adjust required limits of the policies in accordance with the insurance standards in the community for similar facilities. The City's policy shall be considered primary and the District's policy shall be considered secondary.
- D. Property Loss. At all times during the term of this Agreement, the City shall maintain insurance against loss and/or damage to the Center under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Center, but any such policy may have a deductible amount of not more than \$100,000. The term "full insurable replacement value" shall mean the actual replacement cost of the Center, including the furniture, fixtures, and equipment included therein.
- E. Errors and Omissions. The City shall cause any architect, engineer, or design professional involved in the design and construction of the Center to maintain Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000), all such insurance to be maintained for a period no less than three (3) years after substantial completion of the Center.
- F. Waiver of Subrogation Rights. Each of the parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.
- G. Delivery of Insurance Certificates. Upon the Effective Date and at each policy renewal date, each party shall furnish to the other party at the addresses set forth herein an insurance certificate or renewal certificate evidencing all

insurance required to be carried by that party in accordance with this Agreement.

9. Indemnification. To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the City from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and any other claimed damages, including reasonable attorney's fees, suit fees, and other costs associated therewith, arising out of the District's occupancy, use or possession of the Center, or other business carried on therein, and which do not arise out of the City's activities within the Center. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the District from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and any other claimed damages, including reasonable attorney's fees, suit fees, and other costs associated therewith, arising out of the City's occupancy, use or possession of the Center, or other business carried on therein, and which do not arise out of the District's activities within the Center.
10. Non-Assignment of Interest under This Agreement. Neither party may assign its right or responsibilities under this Agreement without prior written consent of the other party in each instance, which consent may be withheld or conditioned in the sole discretion of the consenting party.
11. No Joint Obligation. The obligation of District and the City under this Agreement are several obligations and are not joint obligations nor joint and several obligations.
12. Termination of Agreement. Notwithstanding Section 1, this Agreement may be terminated in any one of the following manners:
 - A. Jointly at any time, by a written agreement executed by the District and the City.
 - B. By either party for a material breach of any of the terms of this Agreement by the other party. Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the Agreement will be terminated if the breach is not cured within ninety (90) days.
 - C. The District may terminate this agreement, with or without cause, by providing the City with written notice twenty-four (24) months in advance of the effective date of termination. If the District has made its \$1.0 million Contribution Payment to the City in accordance with Section 4B of this agreement, then no further payment will be due to the City. If the District has not completed its Contribution Payment to the City in accordance with Section 4b of this agreement, then all remaining amounts of the Contribution Payment will be due to the City prior to the termination of the agreement.

- D. The City may terminate this agreement, with or without cause, by providing the District with written notice twenty-four (24) months in advance of the effective date of termination. In the event that the City terminates this Agreement during the Initial Term of this agreement the City shall refund the amount of the Contribution Payment received from the District through the termination date, less \$8,333 per month for each month that the District has used the Competition Pool prior to such date pursuant to this Agreement.
 - E. In the event of termination, both parties shall be relieved of all further obligations or duties beyond the date of termination, but neither party shall be relieved of its duties and obligations under this Agreement through the date of termination.
13. Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person, or on the fifth day following mailing to the other party at its respective address listed below:
- | | |
|--|---|
| <p>To District:
 Pella Community School District
 Attn: Superintendent
 210 E. University Street
 Pella, IA 50219</p> | <p>To City:
 City of Pella
 Attn: City Administrator
 825 Broadway Street
 Pella, IA 50219</p> |
|--|---|
14. Binding Effect. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties thereto.
15. Entire Agreement - Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.
16. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

PELLA COMMUNITY SCHOOL DISTRICT

CITY OF PELLA

By: _____
Board President

By: _____
Mayor

ATTEST:

By: _____
Board Secretary

By: _____
City Clerk

4934-4028-3954-1\16216-000



THE CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: G-1-a, G-1-b, G-1-c, G-1-d

SUBJECT: Public Hearing for the Proposed Indoor Recreation Center and associated resolutions

DATE: April 15, 2025

BACKGROUND:

This public hearing is to discuss the six construction bids the city recently received for the proposed indoor recreation center. The bid tabulation is included as an attachment to this memo. Listed below is a description of the base bid and the various alternates for the project:

- **Base Bid:** two gymnasiums, competition swimming pool, turf field, walking track, workout areas, meeting rooms, restrooms, locker rooms, and approximately 232 paved parking spaces.
- **Alternate #1:** adds a third gymnasium to the base bid for the project.
- **Alternate #2:** adds two gymnasiums to the base bid for the project.
- **Alternate #3:** adds the recreation pool to the base bid, constructed in lieu of the turf field.
- **Alternate #4:** adds the south parking lot (approximately 160 parking spaces) to the base bid.
- **Alternate #5:** adds alternates #4 and #1 to the base bid.
- **Alternate #6:** adds alternates #2 and #4 to the base bid.

Project Options

During this meeting, the architect for the project, Mark Allen of Shive Hattery, will be in attendance to discuss the construction bids and associated contractors. Due to the number of alternates, Council has multiple options to choose from as Council decides on the components for the project.

Listed below are three potential bid options:

Option #1 - Base Bid

The bid results below are for the Base Bid only.

Bi-State Contracting (West Burlington, IA)	\$24,474,449
Stahl (Grimes, IA)	\$24,900,000
Engineer's Estimate	\$28,048,748

Option #2 - Full Project Build

The bid results below are for the Base Bid plus Alternates 2, 3, and 4.

Stahl (Grimes, IA)	\$30,498,000
Bi-State Contracting (West Burlington, IA)	\$30,613,166
Engineer's Estimate	\$36,119,148

Option #3 - Proposed Project by Pella Rec

The bid alternates for this option are similar to the full project bid; however, this option does not include the south parking lot, which is approximately 160 parking spaces.

Stahl (Grimes, IA)	\$29,969,000
Bi-State Contracting (West Burlington, IA)	\$30,101,543

Other Factors to Consider

In making a decision on this project, staff believes it would be helpful to review the main criteria Council established in deciding to seek construction bids for the project, which are as follows:

City Financial Commitment

The city's proposed financial commitment for this project has been \$17 million since Council began formally discussing this project in 2022. Based on the input received from Bond Counsel and the city's Financial Advisor, it appears the city has the financial capacity to contribute \$17 million to this project.

Financing of Outstanding Pledges

The proposed 28E Agreement with Pella Rec is intended to address the Council requirements for financing of outstanding pledges for the project. Through this agreement, Pella Rec will be contributing \$16,038,500 to the indoor recreation center project and financing all outstanding project pledges.

Operating the Recreation Center

Based on the results of the feasibility study conducted by Ballard*King, it appears the city may be able to operate the proposed indoor recreation center for the first four years without materially increasing the operating subsidy for the Community Services Department.

Associated Resolutions

After conducting this public hearing, Council will be considering the following resolutions:

- Resolution No. 6835 adopting plans, specifications, form of contract.
- Resolution No. 6836 making award of construction contract for the Pella Indoor Recreation Center.

Summary

City Administration is recommending proceeding with the proposed indoor recreation center subject to the following requirements:

1. Before awarding a construction contract for the project, the city will need to ensure it has financing sources secured to fund the construction contract and various other project costs associated with the indoor recreation center.
2. Before awarding a construction contract, Shive Hattery should verify the lowest responsible bidder for the specific bid option selected by Council.

ATTACHMENTS: Resolution No. 6835, Resolution No. 6836, Bid Tabulation

REPORT PREPARED BY: City Administration

REVIEWED BY: City Clerk

RECOMMENDATION: As outlined above

April 15, 2025

The City Council of the City of Pella, State of Iowa, met in regular session, in the Council Chambers, 614 Main Street, Pella, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the Pella Indoor Recreation & Aquatics Center, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered, and the Clerk reported that no written objections thereto had been filed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE PELLA INDOOR RECREATION & AQUATICS CENTER", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

Resolution No. 6835

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE PELLA
INDOOR RECREATION & AQUATICS CENTER**

WHEREAS, on the 5th day of February, 2025, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Pella Indoor Recreation & Aquatics Center; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 15th day of April, 2025.

Mayor

ATTEST:

City Clerk

Whereupon, there was received and filed the City Administrator or his designee's report of the bids received on March 11, 2025, at 11:00 A.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Pella Indoor Recreation & Aquatics Center, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Pella Indoor Recreation & Aquatic Center Project

Bidder	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	Alternate 6
Bi-State Contracting 110 Washington Road West Burlington, IA 52655	\$ 24,474,449	\$ 1,330,123	\$ 2,694,781	\$ 2,932,313	\$ 511,623	\$ 1,842,746	\$ 3,206,404
Stahl 1861 SE Princeton Drive, Suite 600 Grimes, IA 50111	\$ 24,900,000	\$ 1,156,000	\$ 2,447,000	\$ 2,622,000	\$ 529,000	\$ 1,685,000	\$ 2,976,000
Hansen Company 5665 Greendale Road, Suite A Johnston, IA 50131	\$ 25,500,000	\$ 1,395,000	\$ 2,801,000	\$ 3,404,000	\$ 751,000	\$ 2,146,000	\$ 3,552,969
Core Construction Services 3093 NW Prairie Ln Des Moines, IA 50313	\$ 25,942,000	\$ 1,261,000	\$ 2,615,000	\$ 2,611,000	\$ 682,000	\$ 1,898,000	\$ 3,219,000
Larson Construction 600 17th Street SE Independence, IA 50644	\$ 26,250,000	\$ 1,400,000	\$ 2,900,000	\$ 2,700,000	\$ 900,000	\$ 2,500,000	\$ 3,900,000
ARCO/Murray National Holdings 3113 Woodcreek Drive Downers Grove, IL 60515	\$ 31,416,344	\$ 1,645,261	\$ 3,015,077	\$ 2,918,842	\$ 770,054	\$ 2,415,315	\$ 3,785,132

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE PELLA INDOOR RECREATION & AQUATICS CENTER", and moved:

- ☐ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2025, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

Resolution No. 6836

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE PELLA INDOOR RECREATION &
AQUATICS CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PELLA, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the Pella Indoor Recreation & Aquatics Center, described in the plans and specifications heretofore adopted by this Council on April 15, 2025, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

Portion of project: _____

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 15th day of April, 2025.

Mayor

ATTEST:

City Clerk