

Council/Staff Planning Session

1. Meeting Date And Time

- 1.I. January 28, 2026, 5:30 P.m. City Council, Mayor, And City Staff Will Be Attending In Person In The Zastrow Room At The Public Library. The Public Can Attend In Person Or Via Zoom.com: Meeting ID 787 065 8066. Phone Number To Call To Participate Via Telephone: 312-626-6799.

2. Call To Order

3. Mayor's Comments

4. UMB Municipal Advisor Agreement

Documents:

[AIS - UMB MUNICIPAL ADVISOR AGREEMENT.PDF](#)

5. Discussion On Plan For Future Engineering Services

Documents:

[AIS - PLAN FOR FUTURE ENGINEERING SERVICES1.28.26.PDF](#)

6. Discussion On Ambulance Feasibility Study

Documents:

[AIS - AMBULANCE SERVICES.PDF](#)

7. City Administrator Report

8. Board, Commission Or Committee Reports

9. Adjourn

MEETING DATE: 01/28/2026

AGENDA ITEM SUMMARY

Subject: UMB Municipal Advisor Agreement

Background Summary: Trout

This agreement authorizes the City to contract with UMB Financial Services, Inc. to assist with the development of a 30-year Capital Improvement Plan and debt model, providing enhanced long-term financial and project planning. The total cost is \$20,000 for up to 50 billable hours.

UMB FINANCIAL SERVICES, INC.
MUNICIPAL ADVISOR ENGAGEMENT LETTER

Name of Appropriate Official/Officer:

Nathan Summers, Senior Vice President, Public Finance

Municipal Entity/Obligated Person Name:

City of Charles City, Iowa // Tyler Trout, City Administrator

UMB FINANCIAL SERVICES, INC. (“Municipal Advisor”) appreciates the opportunity to serve as municipal advisor to **the City of Charles City, Iowa** (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

(a) ***Services to be provided.*** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities (“Issues”) or municipal financial products (“Products”) set forth in **Appendix A** (the “Scope of Services”).

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in

the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(v) Municipal Advisor is engaged as an independent contractor and will accomplish the services under this Agreement in such capacity. Client will have no control or supervisory powers as to the detailed manner or method of Municipal Advisor's performance of the services under this Agreement.

(c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice regarding any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term of this Engagement. The term of this Agreement begins on the Effective Date and shall continue unless earlier terminated as provided below.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

Upon receipt of such termination notice, Municipal Advisor and Client shall mutually determine the scope of work reasonably expected to be completed prior to the termination date, for which Client shall be liable for payment. Upon payment for work performed through the termination date, Municipal Advisor shall deliver to Client any requested studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Agreement. Client shall pay Municipal Advisor for all work and services rendered up to the termination date, in accordance with the terms, limits and conditions of this Agreement.

4. Compensation.

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. Client further agrees that Municipal Advisor's total liability under this Agreement, for any reason, including but not limited to, any alleged negligence by or of Municipal Advisor, shall not exceed the total amount paid under this agreement.

No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. Non-Exclusive Services. Client understands and agrees that Municipal Advisor and its affiliates may perform, among other things, brokerage, investment advisory, or consulting services for other clients. Client recognizes that Municipal Advisor and its affiliates may give advice and take action in the performance of its duties for such other clients (including those who may have similar municipal advisory issues) that may differ from the services provided, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall impose upon Municipal Advisor or any of its affiliates any obligation to provide the services in the same manner as they may provide services to any of their other clients. Municipal Advisor will not use

information provided by the Client for the benefit of any other client or to the disadvantage of the Client.

6. **Confidentiality**. Both parties agree and acknowledge that, except as required by law, each party will treat as confidential all non-public information of the other party ("Confidential Information"). Neither party shall disclose or use such Confidential Information other than to accomplish the purposes of this Agreement. Each party also understands that it is responsible for complying with applicable state and federal laws as well as any applicable regulatory agency and self-regulatory organization rules and regulations pertaining to the protection of client information.

7. **Required Disclosures**. MSRB Rule G-42 requires that Municipal Advisor provide Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

8. **Waiver of Jury Trial**. EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

9. **Choice of Law**. This Agreement shall be construed and given effect in accordance with the laws of the State of Iowa.

10. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement**. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

12. **Severability**. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third-Party Beneficiary**. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have Client’s authority to direct Municipal Advisor’s performance of its activities under this Agreement:

Name: Tyler Trout

Title: City Administrator

Name: Dean Andrews

Title: Mayor

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

UMB FINANCIAL SERVICES, INC. (“Municipal Advisor”)

By: 

Title: Senior Vice President

Date: December 10, 2025

ACCEPTED AND AGREED:

CITY OF CHARLES CITY, IOWA (“Client”)

By: _____

Title: _____

Date: _____

**APPENDIX A –
SCOPE OF SERVICES**

Municipal Advisor agrees to work with Client’s Financing Team, including Client staff member(s) and other professionals such as Bond Counsel, to assist in the Issuance and provide the following scope of services in connection with the Issuance:

Retainer Services.

- Provide loan amortization schedules for internal loans.
- Assist the City Clerk and City Administrator with preparation of summary budget analysis.
- Work with Client’s staff member(s) to deliver recommendations regarding budget, fund transfers and fund balances.
- Attend Council and Town Hall meetings as the Municipal Advisor deems reasonable to convey updates.
- Assist with Tax Increment Finance (TIF) reporting and certification to the Iowa Department of Management and to the Client’s County Auditor.
- Provide Water and Sewer Enterprise fund pro forma analyses.
- Analyze Client’s capacity and provide potential options to complete projects on its Capital Improvement Plan.
- Scope of Services will include up to 50 hours of work not pertaining to Capital Markets Advisory Services (as defined below). Additional time spent will be approved in writing by the Client and will incur additional fees as laid out in Appendix B.

Capital Markets Advisory Services. Provide the following services with respect to Client’s Capital Markets Bond Issue(s):

- Evaluate alternative financing structures with respect to the proposed new Issue
- Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
- Assist Client in establishing a plan of financing
- Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
- Prepare the financing schedule
- Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
- Attend meetings of Client’s governing body, as requested
- Advise Client on the manner of sale of the Issue
- Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
- If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an

- electronic version of the official statement to the winning underwriter
- If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
 - Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
 - Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
 - In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
 - In a negotiated sale, assist Client in the selection of underwriters
 - At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
 - In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
 - Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
 - Review required underwriter disclosures to Client
 - Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
 - Respond to questions from bidders, underwriters or potential investors
 - Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
 - Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
 - Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
 - Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
 - Provide such other usual and customary financial advisory services as may be requested by Client

**APPENDIX B –
COMPENSATION**

Fees for the services provided by Municipal Advisor to Client under this Agreement and the manner for payment of expenses incurred by Municipal Advisor in the course of performing its services are as set forth below:

1. Appendix A – Retainer Services

\$20,000 annual retainer fee for up to 50 billable hours.

Half of the fee will be invoiced on December 1 and the other half on June 1.

For every hour thereafter, the fee will be \$350 per hour. Additional hourly fees will be invoiced monthly until the subsequent July 1.

In the event of termination of this Agreement, the fee will be prorated based on days served in the current period commencing July 1 (i.e. number of days since last July 1 to termination divided by 365) or billable hours of work completed, whichever is greater, and fees will be prorated and due immediately.

2. Appendix A – Capital Markets Advisory Services

\$12,500 per series plus \$2.50 per thousand of par amount of the SRF or Bank loan(s)

\$17,500 per series plus \$3.50 per thousand of par amount of Capital Markets financing requiring preparation of official statement and negotiated/competitive sale of bonds

**DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR
UMB FINANCIAL SERVICES, INC.**

This Disclosure Statement is provided by **UMB FINANCIAL SERVICES, INC.** (“Municipal Advisor”) to **the City of Charles City, Iowa** (“Client”) in connection with the Municipal Advisor Engagement Letter dated **December 10, 2025** (“Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide their clients with disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor’s conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests. In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s municipal advisory supervisory structure, leveraging its long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. UMB Bank, n.a., an affiliate of Municipal Advisor (“Affiliate”), has or is expected to provide certain services or products to or on behalf of Client that is directly related to Municipal Advisor’s activities within the Scope of Services under this Agreement. In particular, Affiliate may trade in Client’s municipal securities or provide funding to Client or purchasers of Client’s municipal securities. Affiliate’s business with Client could create an incentive for

Municipal Advisor to recommend to Client a course of action designed to increase the level of Client's business activities with Affiliate or to recommend against a course of action that would reduce or eliminate Client's business activities with Affiliate. If Municipal Advisor makes a recommendation to Client that could influence the level of business with Affiliate, Municipal Advisor will consider alternatives to such recommendation, which will be disclosed to Client along with the impact that the recommendation and its alternatives would have on the business activities of Client with Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to its own comprehensive regulatory regime as a national bank under the applicable federal banking laws under which it operates.

II. Compensation-Based Conflicts. If the fees due under this Agreement are based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above, including our duty of loyalty to Client. in performing all municipal advisory activities for Client.

Alternatively, if the fees due under this Agreement are in a fixed amount established at the outset of the Agreement, the amount is usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Alternatively, if the fees due under this Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

III. Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal

entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. Municipal Advisor fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

IV. Broker-Dealer and Investment Advisory Business. Municipal Advisor is a broker-dealer and registered investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

V. Secondary Market Transactions in Client's Securities. Municipal Advisor or its affiliates such as UMB Bank, n.a., in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore Municipal Advisor could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. Municipal Advisor or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor or its affiliates that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

VI. Reserved.

VII. Solicitors/Payments Made to Obtain/Retain Client Business

MUNICIPAL ADVISOR neither utilizes solicitors to secure municipal advisor engagements, nor make direct or indirect payments to obtain or retain municipal advisory engagements with Client.

VIII. Payments from Third Parties

MUNICIPAL ADVISOR does not receive any direct or indirect payments from third-parties to enlist MUNICIPAL ADVISOR's recommendation to the Client of third-party services, any municipal securities transaction or any municipal financial product.

IX. Payments/Fee-Splitting Arrangements

MUNICIPAL ADVISOR does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, MUNICIPAL ADVISOR could be the contracting party, or be a subcontractor to the contracting party resulting in a fee splitting arrangement. IN such cases, the fee due MUNICIPAL ADVISOR will be identified in a Municipal Advisor Disclosure and not other fees will be paid to MUNICIPAL ADVISOR from any of the other participating professionals in the joint proposal.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide clients with certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000780789>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Municipal Advisor's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Municipal Advisor's CRD number is 17073.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: December 10, 2025

MEETING DATE: 01/28/26

AGENDA ITEM SUMMARY

Subject: Plan for Future Engineering Services

Background Summary: Trout

Due to the upcoming retirement of the City Engineer, the City of Charles City must establish a plan to ensure continuity of engineering services and minimize disruption to ongoing operations, capital projects, and regulatory compliance. The City Engineer position has historically provided daily engineering support, project oversight, and professional guidance across multiple departments.

To address this transition, staff evaluated alternatives for maintaining consistent access to municipal engineering expertise and recommends retaining a private engineering firm under a retainer-based professional services agreement to provide general municipal engineering services. Under this model, the firm would function as the City's primary engineering resource, offering services comparable to those historically provided by the City Engineer while allowing flexibility in staffing and specialized expertise.

Crawford Engineering & Surveying, Inc. has submitted a proposal to provide municipal engineering services under a professional services agreement. Under the proposed agreement, the firm would serve as the City's designated municipal engineer and provide services including development review, capital improvement planning support, infrastructure consultation, attendance at City Council meetings as requested, and assistance with technical issues related to public infrastructure and funding programs. The agreement also allows for separate, project-specific engineering agreements as needed and includes a monthly retainer fee to provide predictable costs and consistent access to engineering support.

In addition, the City has recently received several proposals from other engineering firms that follow the same retainer-based service model. Staff is seeking direction from the City Council on whether it would like to review and consider these proposals prior to making a selection.

PROFESSIONAL SERVICES AGREEMENT

CITY OF CHARLES CITY Municipal Engineering Services Agreement between Owner and Engineer for Professional Services

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Charles City, Iowa, hereinafter referred to as the "City", and Crawford Engineering & Surveying, Inc., hereinafter referred to as the "CESI".

WITNESSETH: THAT WHEREAS, the City is in need of certain professional engineering services described in general as **Municipal Engineering Services**, and

WHEREAS, CESI proposes to provide the professional engineering services required by the City, and

WHEREAS, the Owner desires to retain the services of CESI to provide professional engineering services for **Municipal Engineering Services**,

NOW, THEREFORE, it is hereby agreed by and between the City and CESI that the City of Charles City retains Crawford Engineering and Surveying, Inc., as set forth hereafter, for **Municipal Engineering Services**. Such agreement shall be subject to the following terms and conditions, to wit:

I. SCOPE OF SERVICES

A. Municipal Engineering Services

CESI shall serve as the City's professional engineering representative in performing consulting services as directed by the City Administrator and / or City Council for work including, but not limited to the following:

1. Review of site development plans and subdivision plats for conformance with minimum standard specifications for public improvements and the City's Comprehensive Plan.
2. Attendance at City Council meetings / worksessions to answer questions related to proposed and on-going capital improvements projects as requested by the City.
3. Assist City staff with resolution of technical issues related to maintenance, improvement, and expansion of public infrastructure.
4. Follow up and resolve "punch list" items related to public infrastructure projects in a mutually agreed upon time frame with appropriate City staff.
5. Provide technical assistance to City Council and staff for preparation of annual capital improvement program including, but not limited to:
 - Preparation of project opinion of probable construction costs.
 - Assistance with prioritization of proposed improvements.
 - Assistance with determining allocation of funds for proposed improvements, not including financial advice.

6. Research and review outside funding source programs to determine feasibility, requirements, application process and necessary submittals.
7. Participation in meetings and conferences as the City's technical representative for engineering items not related to specific projects under contract as requested by the City.

Designated Engineer: Under this agreement with the City, CESI shall designate Mark A. Crawford, a licensed professional engineering, as the employee who will perform / oversee the services outlined above.

B. Engineering Services for Specifically Identified Projects

Professional services offered by CESI include: survey, traffic, water distribution, wastewater collection, storm water, civil, transportation, sidewalk / ADA, shared use path, Geographical Information Systems (GIS), and planning services.

CESI through discussions with the City will develop a supplemental Engineering Services Agreement for individual projects as programmed by the City. Dependent on the size, complexity, schedule and funding sources for the proposed improvement, the scope of required services may vary and may include, but no be limited to the following:

1. Conceptual plan development
2. Preparation of Requests for Quotations (RFQ)
3. Preliminary survey and mapping
4. Preliminary plans
5. Design surveys
6. Final plans and specifications
7. Bidding documents
8. Construction administration
9. Construction staking
10. Construction observation
11. Project closeout
12. Record drawings
13. Acquisition plats and legal descriptions

II. CITY RESPONSIBILITIES

- A. The City agrees to provide CESI with all available mapping, reports, city policies, and documents necessary to complete the assigned duties. Documents necessary include, but may not be limited to:
1. Standard and/or supplemental specifications for public improvements
 2. Zoning ordinance
 3. Comprehensive plan
 4. City policies related to public improvements, ie. Assessment policy
 5. Electronic files for city base map, city utility mapping, and any other available mapping.
 6. City master plans such as trails plans, annexation plans
 7. Facility plans and/or feasibility studies for public improvements not yet completed.
- B. The City agrees to provide CESI with complete information concerning the scope of any proposed project and to provide the following:
1. Access to project site: The City will make provisions for CESI to enter upon public and private lands as necessary for CESI to perform surveys and inspections in the development of a project or performance of municipal engineering services.
 2. Consideration of CESI's Work: The City shall give prompt and thorough consideration to all reports, sketches, opinion of probable cost, drawings, specifications, proposals, and other documents prepared by CESI. City shall inform CESI of decisions made within a reasonable time to not delay the work of CESI.
 3. Legal Requirements: The City shall hold promptly all required meetings, serve and publish required public notices, and perform all requirements necessary to meet project notification requirements. The City's attorney shall be responsible for assurance that all legal documents are in conformance with applicable City Ordinances and State Statutes.

III. FEES AND PAYMENTS

- A. Municipal Engineering Services
CESI's retainer fee for services as the Municipal City Engineer shall be based on the following:
1. Lump Sum monthly fee to be \$4,800.00
(based on City identified engineering needs of approximately 40 hours per month at a rate of \$120.00/hour)
- B. Engineering Services for Specifically Identified Projects
CESI will prepare a scope and fee schedule for each specific project for City review and approval. A separate Engineering Services Agreement or letter contract will be prepared for approval by the City.

- C. The fee for services will be based on the terms for services provided as specified in III.A. The engineer's standard hourly rates for Municipal Engineering Services shall remain in effect throughout an initial 24-month period of the Agreement, but shall be subject to renegotiation following that period.
- D. The fee for services will be based on the terms for services provided as specified in III.B and CESI'S standard hourly rates current at the time the work is done.
- E. Payment shall be due within forty-five (45) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF CHARLES CITY, IOWA

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CRAWFORD ENGINEERING & SURVEYING, INC.

By: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS FOR MUNICIPAL PROJECTS

1. Scope of Services

Client and CESI have agreed to a list of services CESI will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by CESI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and CESI. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and CESI.

5. Guarantees and Warranties

CESI shall not be required to sign any documents, no matter by whom requested, that would result in CESI having to guarantee or warrant the existence of conditions whose existence CESI cannot ascertain. Client also agrees not to

make resolution of any dispute with CESI or payment of any amount due to CESI in any way contingent upon CESI signing any such guarantee or warranty.

6. Indemnification

CESI agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CESI' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom CESI is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold CESI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither CESI nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by CESI monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by CESI within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, CESI may, at its option, suspend performance of services upon five (5) calendar Days' notice to Client. CESI shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to CESI in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by CESI.

In the event legal action is necessary to enforce the payment provisions of this Agreement, CESI shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by CESI in connection therewith and, in addition, the reasonable value of CESI personnel time and expenses spent in connection with such collection action, computed at CESI current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by CESI as instruments of service shall remain the property of CESI.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by CESI.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by CESI, Client covenants and agrees that all such electronic files are instruments of service of CESI, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by CESI and electronic files, the signed construction documents shall govern.

Client and CESI agree that the electronic files prepared by CESI shall conform to the current CADD software in use by CESI or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or CESI are subject to review and acceptance by the other party. Additional efforts by CESI made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by CESI to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to CESI and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of CESI, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold CESI harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CESI or from any reuse of the electronic files without the prior written consent of CESI.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by CESI and CESI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CESI be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of CESI as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to CESI. Should CESI call for contract renegotiation, CESI shall identify the changed conditions necessitating renegotiation and CESI and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

CESI shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which CESI services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, CESI shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, CESI may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or CESI may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay CESI for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by CESI without obtaining CESI's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against CESI and to release CESI from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold CESI harmless from any

damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of CESI nor the presence of CESI or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. CESI and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

CESI will notify Client in writing when Additional Services will be needed. CESI and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

CESI will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event CESI is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate CESI for the reasonable value of CESI' personnel time and expenses spent

in connection with such procedures computed at CESI's then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and CESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CESI. CESI's services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against CESI because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to CESI to those individuals and entities CESI retains for performance of the services under this Agreement, including but not limited to CESI officers and employees and their heirs and assigns, as well as CESI subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

CESI will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

CESI is not responsible for delays caused by factors beyond CESI' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of CESI's services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond CESI's reasonable control occur, Client agrees CESI is not responsible for damages, nor shall CESI be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

CESI may use the services of subconsultants when, in the sole opinion of CESI, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. CESI' use of other consultants for additional services shall not be unreasonably restricted by Client provided CESI notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that CESI's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event CESI or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CESI services,

CESI may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, CESI shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

MEETING DATE: 01/28/26

AGENDA ITEM SUMMARY

Subject: Ambulance Services

Background Summary: Trout

The City of Charles City currently contracts with American Medical Response (AMR) to provide ambulance services. The existing services agreement is scheduled to expire on July 1, 2026, creating an opportunity for the City to evaluate options for the continued provision of ambulance services.

Emergency Medical Solutions LLC has submitted a proposal to conduct an Ambulance Service Feasibility Study to provide an objective evaluation of the City's current and future ambulance service needs and potential service delivery models.

The proposed feasibility study would analyze historical and projected EMS call volume and transport data; evaluate viable service delivery options, including City-operated, fire-based, third-service, and private contracting models; and assess both 9-1-1 ambulance services and the feasibility and demand for interfacility transfer (IFT) services within the region.

In addition, the study would evaluate start-up and ongoing operating costs associated with transitioning to a City-operated ambulance service, provide high-level projections of potential ambulance transport billing revenue, and identify comparable communities and organizational models for reference, including staffing structures and pay scales.

At the City Council's direction, the City Administrator discussed the proposed feasibility study with the Floyd County Board of Supervisors to explore a potential partnership and cost-sharing arrangement. The City Administrator presented to the Board of Supervisors at their regular meeting on January 20 and is seeking to share the results of that discussion with the City Council.