

# Council/Staff Planning Session

1. Meeting Date And Time
2. Call To Order
3. Mayor's Comments
4. RDG- Moisture Mitigation At Art Center

Documents:

[4 AIS 2026 AIS RDG ART CENTER MOISTURE MITIGATION PROPOSAL PLANNING SESSION.PDF](#)

5. Scope Of Services Agreement For Utility Rate Study- SEH

Documents:

[AIS - UTILITY RATE STUDY\\_SEH.PDF](#)

6. Five Year Tank Inspection Contract- Dixon Engineering

Documents:

[AIS - TANK SECURITY AND MAINTENANCE INSPECTION CONTRACT\\_DIXON ENG.PDF](#)

7. Purchase Replacement Lime Sludge Pump #1

Documents:

[AIS - REPLACE LIME SLUDGE DISCHARGE PUMP 1.PDF](#)

8. Discussion On Property Acquisition For Railroad Projects

Documents:

[8 1 AIS 2026 RAILROAD PROJECT PROPERTY ACQUISITION DISCUSSION PLANNING SESSION.PDF](#)

9. Discuss Acceptance Of 11th Street Sidewalk Extension Project

Documents:

[9 AIS 2026 11TH STREET SIDEWALK EXTENSION PROJECT ACCEPTANCE PLANNING SESSION.PDF](#)

10. Discuss Acceptance Of 11th-13th Street Trail Extension Project

Documents:

10 AIS 2026 11TH STREET TO 13TH STREET TRAIL EXTENSION PROJECT  
ACCEPTANCE PLANNING SESSION.PDF

11. Discuss Acceptance Of Main Street Improvement Project

Documents:

11 AIS 2026 MAIN STREET REHABILITATION PROJECT ACCEPTANCE  
PLANNING SESSION.PDF

12. Discuss Acceptance Of 11th Avenue Trail Extension Project

Documents:

12 AIS 2026 11TH AVENUE TRAIL EXTENSION PROJECT ACCEPTANCE  
PLANNING SESSION.PDF

13. Discuss Main Street Bridge Professional Engineering Services Agreement

Documents:

13 AIS 2026 AIS CALHOUN BURNS SCOPING SERVICE MAIN ST BRIDGE  
PLANNING SESSSION.PDF

14. Rental Registration Ordinance Review

Documents:

ORDINANCE AMENDING 159.03, .05, AND .06.PDF

15. Discussion On Plan For Future Engineering Services

Documents:

AIS - FUTURE ENGINEERING SERVICES.PDF

16. Discussion On Personnel Cost Distributions

Documents:

AIS - PERSONNEL COST DISTRIBUTIONS.PDF

17. Discussion On Organizational Structure

Documents:

AIS - PERSONNEL COST DISTRIBUTIONS.PDF

18. Review Of Boards, Commissions, And Committees Lists

Documents:

AIS - COMMITTEE APPOINTMENTS\_BOARDS\_COMMISSIONS REVIEW.PDF

19. City Administrator Report

20. Board, Commission Or Committee Reports

21. Adjourn

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discuss moisture mitigation at the Art Center building  
and RDG's professional services agreement**

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**Background Summary: John**

Emily Kiewel, Art Center Director, contacted the City regarding concerns of moisture problems at the Art Center. The Art Center is City owned and a historic Carnegie library building.

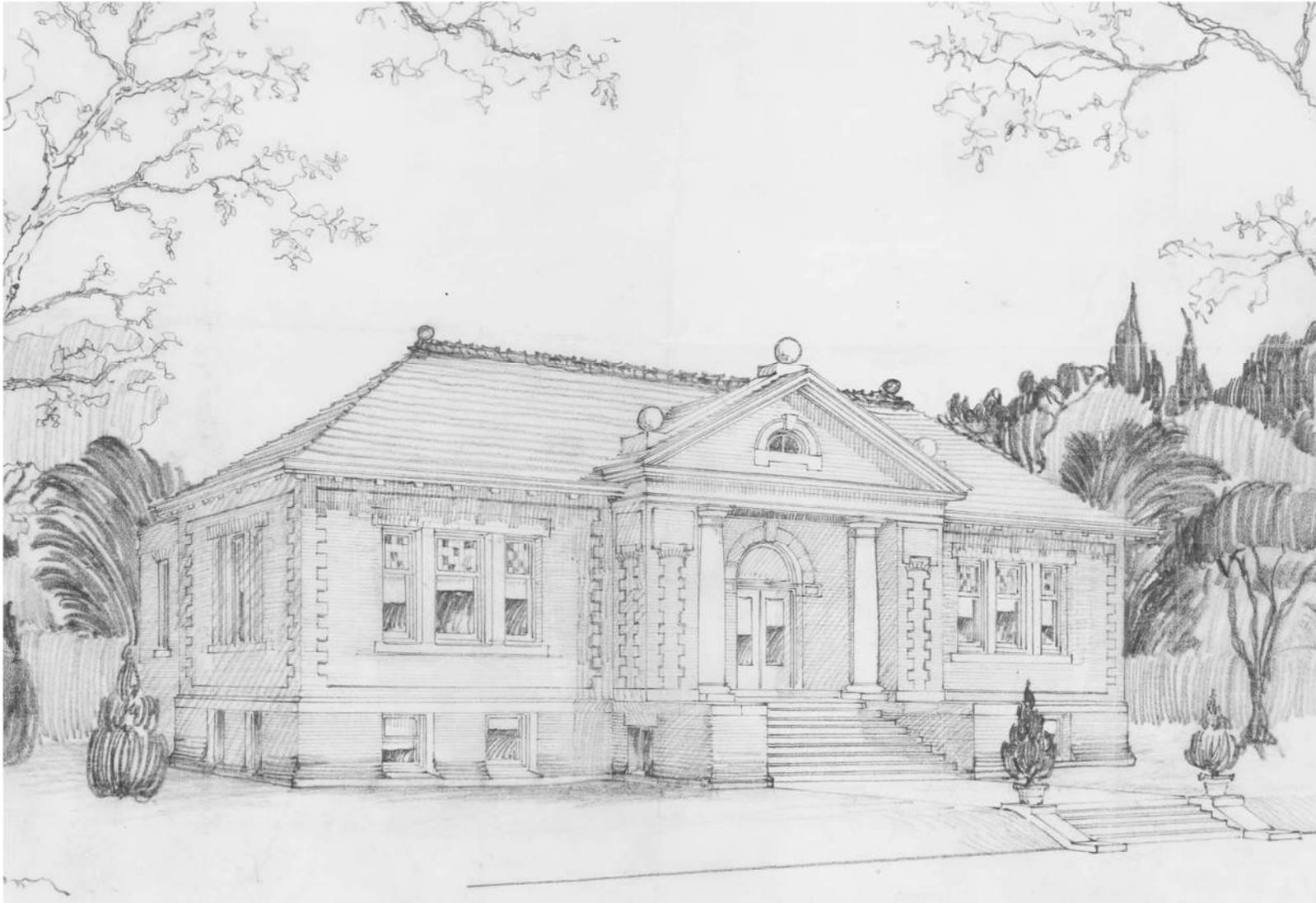
Upon investigation, it was decided to contact RDG Planning and Design for their expertise and review of the situations. RDG specializes in the renovation and preservation of historic buildings. RDG has long been the City's architectural consultant relating to the Art Center building.

Scotney Fenton, RDG Partner, visited with the staff on-site and reviewed the current conditions at the Art Center. Mr. Fenton has submitted the attached scoping study and an agreement to provide the professional services to design and prepare the bidding documents needed to address the moisture problems at the Art Center. The agreement has been prepared based on a lump sum fee of \$33,900.00.

Mr. Fenton will be available at the Planning Session to review RDG's scoping study and agreement and to take any questions from the Council. It is anticipated an Art Center board member will be present at the meeting.

We plan to have a resolution for your consideration approving the agreement at next week's City Council meeting.

CITY OF CHARLES CITY



# MOISTURE MITIGATION SCOPING STUDY

Charles City Arts Center  
301 North Jackson Street  
Charles City, IA 50616

December 12, 2025  
RDG 3007.552.00

**RDG...**  
PLANNING • DESIGN



**Project:**

Charles City Arts Center  
301 North Jackson Street  
Charles City, IA 50616

**Prepared for:**

John Fallis, P.E.  
City Engineer  
105 Milwaukee Mall  
Charles City, IA 50516  
john@cityofcharlescity.org

December 12, 2025

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RDG: 3007.552.00

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RDG Planning & Design  
301 Grand Avenue  
Des Moines, Iowa 50309-1718  
515.288.3141  
[rdgusa.com](http://rdgusa.com)

## EXECUTIVE SUMMARY & RECOMMENDATIONS

The Charles City Arts Center building remains to be, overall, well-kept and in good condition.

Specific locations in the basement continue to experience chronic moisture over time. Source of the moisture is likely from exterior sources, primarily downspout and gutter systems. Despite repairs and directing rainwater away from the building, water continues to seasonally infiltrate some of the basement walls, creating standing water, or elevated moisture levels in the walls and finishes, resulting in deteriorated finishes (plaster and paint). Moisture laden walls can then send higher humidity levels and may contribute to secondary challenges such as mold and mildew, if left unchecked.

Through-wall moisture must be successfully mitigated before interior finishes can be repaired.

### Primary Mitigation Recommendations:

- Maintain and repair exterior roof water collection systems (roofs, gutters, and downspouts).
- Direct water away from the building.
- Enhance interior air circulation to mitigate concentrated humidity.

### Secondary Mitigation Recommendations:

- Mechanical dehumidification and enhanced interior air circulation.

### Tertiary Mitigation Recommendations:

- Below grade waterproofing, below grade water collection, and direct water away from the building into storm sewer system.
- Regrade exterior lawns to enhance water management.

### Repairs:

- Make interior finishes repairs, after moisture infiltration has been significantly mitigated.

### Other Projects:

- Consider remodeling and reconfiguring basement toilet rooms to single gender toilets with accessible fixtures and maneuvering clearances.
- Refinish and make repairs to main exterior wood entrance doors.

### Next Steps Phase 1:

1. Replace gutters and downspouts. Salvage and reuse components when feasible. Direct runoff discharge nearer or directly into public storm sewer systems.
2. Upgrade existing HVAC systems to promote better humidity control. Provide seasonal stand-alone dehumidifiers in Painting Studio, Clay Studio, and Men's Restroom. Remove damaged wall plaster at secondary spaces. If allowed by the local Authority Having Jurisdiction, provide louvers at doors, or remove doors, at Men's Restroom, to promote better air circulation.

### Next Steps Phase 2:

1. Provide interior trench foundation floor gutter system - cut into the floor at the base of the exterior wall and route discharge to sump pump.
2. Make repairs to interior walls finishes.

## HISTORY

The Charles City Arts Center was originally constructed as a City Library building. It was a Carnegie Library, funded in part by a \$12,500 grant. The original architect was Patton & Miller Architects, Chicago, who designed over 100 Carnegie libraries across the country. The plans were dated July 10, 1903. It opened for use on November 24, 1904.

The building is a contributing structure to the Central Park North Main Street Historic District, National Register of Historic Places (1976).

An addition, found at the rear of the building, was built in 2005; this addition included an elevator and an accessible entrance.



Figure 1: early image of the library, likely taken soon after it opened in 1904.

## CONDITION ASSESSMENT

### INTRODUCTION

RDG Planning & Design was contracted by the City of Charles City to assess the existing building conditions. The focus of the assessment was to see and mitigate chronic moisture infiltration. The observations will define the scope of repairs for future repair projects.

A site visit was conducted on September 17, 2025, by Scotney Fenton, AIA, architect with RDG Planning & Design (Des Moines, IA).

The focus of the observations of the existing conditions and recommendations include:

- Mitigate water infiltration.
- Prevent further deterioration of interior finishes and wall construction.

Exclusions. Scope of services excludes the identification, testing, mitigation, encapsulation, abatement, or disposal of potential hazardous materials, including but not limited to mold, lead, animal waste, and asbestos.

Equipment. Moisture levels were taken on the walls as selected locations. The moisture meter used was a Tramex Professional PTM digital pin meter. The range is 6% to 40%. The meter is primarily used to measure wood moisture content; but can also be used to provide comparative readings for other materials.

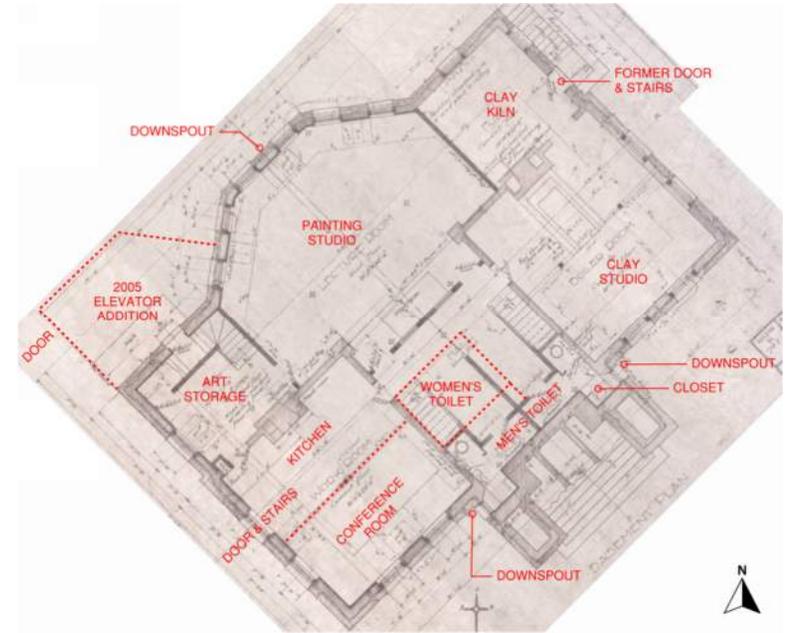


Figure 3: Basement Floor Plan - Spatial Diagram.



Figure 2: Charles City Arts Center, September 2025.

## BASEMENT - PAINTING STUDIO



Figure 4: Painting Studio, looking northwest.



Figure 5: Painting Studio, base of wall showing prior water damage.

Observed conditions. Reported standing water on the floor (seasonally, summer rains) which is cleaned up with a Shop-Vac. Water appeared to originate from the northwest wall of this room. There is a roof downspout on the exterior of this wall.

Moisture levels seen at the northwest wall (painted drywall). Readings were typically 13% to 14%. Readings at the base of the wall were slightly elevated at 17%.

BASEMENT – CLAY KILN ROOM



Figure 6: Kiln Room, looking east.



Figure 7: floor of Kiln Room near former door.



Figure 8: layer of flashing at exterior stone wall.

Observed conditions. Reported excessive moisture at the base of the former stairs and doorway at the northeast wall. Doorway has been filled in with CMU block (Concrete Masonry Unit).

Moisture levels seen at the northeast wall (unpainted CMU masonry). Readings at the base of the wall were typically 28% to 35%. Readings higher up on the same wall were about 5% less than readings at the base.

The exterior walls of this room were exposed rubble stone masonry. A layer of flashing, likely dating to the time of construction, was observed at approximately the exterior grade line.

BASEMENT – CLAY STUDIO



Figure 9: Clay Studio, looking south.

Observed conditions. Reported excessive moisture at the base of the wall in the south corner. Observed interior clay brick masonry and mortar deterioration. There is a roof downspout on the exterior of this wall.

Moisture levels seen at the south corner (unpainted clay brick masonry). Readings at the base of the wall ranged from 25% to 35%. Readings higher up on the same wall ranged from 10% to 12%.



Figure 10: deteriorated masonry at south corner.

BASEMENT – MEN'S TOILET CLOSET



Figure 11: entrance to Men's toilet closet.



Figure 13: Men's toilet closet.



Figure 12: Men's toilet closet.

Observed conditions. (North closet.) Chronic plaster, masonry, and mortar deterioration. Similar conditions were also seen during site visits September and November 2016. There is a roof downspout on the exterior of this wall.

Moisture levels saw at the walls for stone, mortar, and plaster ranged from 25% to 38%. [Note: similar moisture levels were seen at the walls of the South closet, but deterioration appeared to be less severe.]

LANDING – STAIRS FROM LOBBY TO BASEMENT



Figure 14: looking up at stairs landing.



Figure 15: wood floor landing and seams at the wall covering.

Observed conditions. Reported moisture and damage to wall coverings. Observed some separation of the wall covering from the wall. There is an exterior roof gutter end above this location.

Moisture levels seen at the seams of the wallcovering just above the floor line of the landing ranged from 13% to 18%. Readings higher up on the same wall were 10%.

## LIMESTONE COLUMNS



Figure 16: front entrance.



Figure 17: detail of spalling at column.

Observed conditions. Surface deterioration and delamination resulting in spalling of stone or coating.

Not yet clear if the damage is a prior coating or sealant which has been falling off, or potential micro-fissure create during stone finishing in 1903. Or other causes?

## FRONT ENTRANCE DOORS



Figure 18: finishes deterioration at entrance doors.

Observed conditions. Paint fading and deterioration, especially at the base of the doors on the exterior face.

GUTTERS AT SOUTHEAST ELEVATION



Figure 19: leak at existing gutter and downspout.



Figure 21: leak at existing gutter and downspout.



Figure 20: downspout discharge.



Figure 22: downspout discharge.

Observed conditions. Leaks clear during rain at middle (halfway point) of the gutters. North downspout discharges onto grade.

There is significant foliage next to the building entrance.

Note: director plans to remove vines off the face of the building.

Southeast elevation: East gutter transition to wall may affect water inside at stair landing wall moisture. Reported ice dams at gutters during winter.

DOWNSPOUT AT NORTHWEST ELEVATION



Figure 23: collection box, downspout, and discharge.



Figure 25: storm drain.



Figure 24: discharge and water migration towards storm drain.

Observed conditions. Rear elevation downspout and drainage.

Roof: tile roof; reported hailstorm in March 2025. Reported that Ludowici roofing tile representative site visit with drone assumed roof tile is original and claimed damage to roof. However, no visible damage today (looking from the ground), no other reported leaks inside.

## MOISTURE MITIGATION STRATEGY

### Primary Methods

- Maintain and repair exterior roof water collection systems (roofs, gutters, and downspouts).
  - Remove existing and provide new gutters and downspouts. Salvage and reinstall components in good condition. Consider copper for longevity; however alternate materials (prefinished metal) may also be used if cost is a factor.
  - Inspect existing roof systems to verify satisfactory performance. Develop cyclical maintenance task lists to promote consistent results (for example, periodically check and clean out gutters and downspouts).
- Direct water away from the building.
  - Evaluate improved paths for redirecting downspout discharge, especially at the southeast face of the building.
- Enhance interior air circulation to mitigate concentrated humidity.
  - Remove closet doors in the men's room to promote better air circulation, this may help dry out the walls. Remove water damaged plaster and other finishes.

### Secondary Methods

- Mechanical dehumidification and enhanced interior air circulation.
  - Provide local or zone-wide dehumidifiers. The modern air conditioning system already serves as humidity control. Accessory unit dehumidifiers may help with the high humidity areas that don't usually experience standing water.

### Tertiary Methods

- Below grade waterproofing, below grade water collection, and direct water away from the building into storm sewer system.
  - Alternate 1: excavate exterior grade next to the walls and install below grade water barrier systems on the face of the foundation walls. Provide water collection tile at the base of the walls and direct to storm sewer.

- Alternate 2: install French drain type interior drainage or interior gutter or drain tile waterproofing system, and route collected water to an interior floor drain system or new sump pump. Consider a water barrier or drainage layer at the face of the interior wall, with new finishes layer on top of that. This system may be acceptable where the foundation wall structure is not a concern. This system works well for secondary spaces like the basement of the Arts Center and is less invasive than an exterior system.
- Regrade exterior sitework and lawns to enhance water management.
    - This approach slopes the land (grade) away from the building, promoting better surface drainage away from the foundation walls. Since the Arts Center generally appears to have good surface slope, this method may not result in significant change.

### Repairs

- Make interior finishes repairs, after moisture infiltration has been significantly mitigated.
  - Moisture must be addressed first; otherwise, new and repaired finishes will deteriorate.

### Other Considerations

- Consider basement Restroom remodeling at the time of interior repairs.
  - Consider designing multiple "non-gender single user" restrooms. Evaluate if one of the restrooms could then be made Accessible.
  - Remodeling will likely require rerouting below-floor waste piping.
  - Remodeling may be in conjunction with water mitigation efforts at the southeast basement walls (men's toilet closets).
- Repairs to entrance doors finishes.
  - Remove exterior and interior finishes at entry doors and make repairs as needed. This will likely require removing the doors and closing off this entrance, temporarily. Verify occupant exiting requirements during closure.
- Repairs to stone entry column finishes.
  - Current conditions do not appear to call for significant repair measures.

**Standard Short Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Twenty-Five.  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Charles City  
105 Milwaukee Mall  
Charles City, Iowa 50616  
Phone: 641.257.6300  
www.cityofcharlescity.org

and the Architect:  
(Name, legal status, address and other information)

RDG Planning & Design, Inc. RDG: R3007.552.01  
301 Grand Avenue  
Des Moines, IA 50309-1718  
Phone: 515.288.3141  
www.rdgusa.com

for the following Project:  
(Name, location and detailed description)

Charles City Arts Center - Water Mitigation  
Charles City, Iowa

The Owner and Architect agree as follows.

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

**Project Scope:** (reference also: Moisture Mitigation Scoping Study by RDG dated Dec.12, 2025).

1.1 Replace gutters and downspouts. Salvage and reuse components when feasible. Direct runoff discharge nearer or directly into public storm sewer systems.

1.2 Upgrade existing HVAC systems to promote better humidity control. (Note: This excludes HVAC engineering design services. HVAC contractor would be hired by the City to evaluate existing system and propose improvements or replacement and costs.)

1.2.1 Provide seasonal stand-alone dehumidifiers in Painting Studio, Clay Studio, and Men's Restroom.

1.2.2 Remove damaged wall plaster at secondary spaces. If allowed by the local Authority Having Jurisdiction, provide louvers at doors, or remove doors, at Men's Restroom, to promote better air circulation.

2.1 Provide interior trench foundation floor gutter system - cut into the floor at the base of the exterior wall and route discharge to sump pump. (Note: This excludes HVAC engineering design services. System contractor would evaluate design options and propose improvements and costs.)

## 2.2 Make repairs to interior walls finishes.

### **Exclusions:**

- a. Below-grade conditions, footings, drains, sewers, other structures, or utilities that are not readily accessible and observable from the exterior or interior.
- b. Site surveys, below-grade conditions testing, and geotechnical engineering.
- c. Archaeological investigations or surveys.

### **Additional Exclusions that may be added by Amendment, or as Additional Services upon request:**

- a. Measured drawings of existing conditions, including plans, elevations, sections, and details. Existing building scans by vendor to provide existing plans. (Example: Matterport scan to generate existing building plans.)
- b. Development of drawings and other documents related to submittal or application and approval of state or local jurisdiction building permit(s).
- c. Use of a lift, scaffolding, or other means and methods to access surfaces not readily observable from the ground or structurally sound floors and roofs.
- d. Existing-materials testing, such as mortar, stone, steel, and other construction materials.
- e. Destructive testing, dismantling, and reconstruction (repair) of existing construction to reveal and observe hidden (concealed) conditions.
- f. Presentations to, meetings with, or reports for local Historic Preservation Commission, City Planning Staff or other Authorities Having Jurisdiction.
- g. Assistance with applications, or production of documentation, for grants, tax credits, loans, or other funding sources.
- h. Building Envelope Consultant observations, testing, recommendations, and design or engineering.
- i. Structural, Civil, Mechanical, Electrical, Plumbing, and Lighting observations, recommendations, and design or engineering.
- j. Detailed statements of probable construction costs, or detailed construction cost estimates, based on Construction Document level-of-detail documents.
- k. Design addressing Emergency Egress, Building Code deficiencies, Accessibility deficiencies, or other code required changes.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

The Owner and the Architect agree that the funding for contingencies provided for in Article 2 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5%) of the Cost of the Work.

Costs attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect shall be the responsibility of the Architect to the extent caused by the negligence of the Architect but only to the extent that such costs exceed the said five percent (5%) of the Cost of Work portion of the contingency funding.

If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to reduce the Architect's scope of services, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction of services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent existing conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

### ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. Any unauthorized use of the Architect's documents shall be at the Owner's sole risk and without liability to the Architect.

In the event the Owner uses the Architect's documents contrary to the permitted uses set forth in Article 3 or without retaining the Architect, the Owner releases the Architect, its consultants and agents, and employees of any of them, from any and all claims and causes of action arising out of or resulting from such unauthorized uses, including but not limited to those arising out of or resulting from any defects, errors, or omissions in the Architect's documents. The owner, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Architect, its consultants and agents, and employees of any of them, from and against any and all claims, causes of actions, damages, awards losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's unauthorized use of the Architect's documents under Article 3.

### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed and any Reimbursable Expenses then due. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

The Owner and Architect's rights set forth in this Article 4 are in addition to without prejudice to their other rights and remedies provided by law.

The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued.

### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Article 6.

This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral including, but not limited to, the terms of any purchase order, invoice, bid documents, or proposal attachment to the Agreement. This Agreement may be amended only by written instrument signed by both Owner and Architect.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation shall be a stipulated lump sum of Thirty-Three Thousand, Nine Hundred dollars and no cents (\$33,900.00).

The Owner shall pay the Architect an initial payment of zero dollars and no cents (\$0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10.00%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1.00%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect. Compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. The Standard Hourly Rate Schedule shall be adjusted in accordance with the Architect's normal review practices.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

### § 7.1 Mediation

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, if the parties mutually agree, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be made in writing, mailed to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the institution of a legal or equitable action, but, in such event, mediation shall proceed in advance of the legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.1.4 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with independent contractors and consultants retained for the Project and shall require all independent contractors and consultants to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

§ 7.2 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.

§ 7.3 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.4 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various subjective, discretionary and/or possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable laws, rules, codes, ordinances and regulations, including accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA. Not Used.

§ 7.5 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect. Not Used.

§ 7.6 The Architect may specify certain materials for the Project that may contain substances that may be determined or are considered by some to pose a potential risk to the health and safety of humans, but that are not banned by governmental agencies having jurisdiction over the Project as of the time these products or materials were specified by the Architect. By signing this Agreement, Owner is hereby on notice that such materials may be determined to be hazardous or detrimental to the health and safety of humans, which may be banned in the future, and the Owner agrees to hold the Architect harmless from any and all claims or damages resulting from or arising out of the specification of such products or materials.

§ 7.7 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims brought by or through the Owner to the sum of Fifty Thousand Dollars (\$50,000.00) or the Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 7.8 This Agreement is comprised of the following documents listed below:

- .1 AIA B105®-2017, Standard Short Form of Agreement Between Owner and Architect as modified by Owner and Architect.
- .2 Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit B to this AIA B105.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
Mayor or designee, City of Charles City, Iowa  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
Matt Coen, AIA, Principal  
(Printed name, title, and license number, if required)

**MEETING DATE: 01/14/26**

## **AGENDA ITEM SUMMARY**

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**Subject: Scope of Services Agreement for Utility Rate Study- SEH**

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### **Background Summary: Trout**

The City of Charles City's water, sewer, and stormwater utilities rely on user rates and fees to fund operations, maintain infrastructure, and meet long-term financial obligations. Over time, changes in costs, usage patterns, and regulatory requirements can cause existing rate structures to no longer reflect the true cost of service.

The water utility utilizes a declining block rate structure, where the cost per 1,000 gallons decreases as usage increases. While this structure can support economic development and provide predictability for large-volume users, it results in significantly lower per-unit rates for high-volume customers. Because a relatively small number of users account for a large share of total consumption, discounted rates at higher usage levels can approach or fall below the actual cost of service.

Across all utility systems, operating costs continue to increase due to inflation, regulatory requirements, and infrastructure needs. When rates paid by higher-volume users approach or fall below the cost to serve, the utility's ability to fund operations, maintenance, and capital reinvestment is impacted.

In addition, the City must comply with State Revolving Fund (SRF) loan requirements, including maintaining a minimum debt service coverage ratio of 1.10. This ensures net revenues exceed annual debt payments and is necessary for continued financial compliance and access to future funding.

Recent state legislation requires the City to reduce its base property tax rate, which may result in declining General Fund revenues. As a result, certain expenses associated with operating and supporting the City's utilities that were previously funded through the General Fund will need to be shifted to their respective utility funds.

A formal utility rate assessment would allow the City to evaluate whether existing water, sewer, and stormwater rate and fee structures equitably distribute costs among users, reflect the true cost of service, and generate sufficient revenue to meet operational needs and long-term financial obligations. This assessment is an important step in protecting the financial stability of the City's utilities and ensuring reliable service for current and future users.

## Agreement for Professional Services

This Agreement is effective as of January 12, 2026, between City of Charles City (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Utility Rate Review**

**Client's Authorized Representative:** Cory Spieker, Water Superintendent

**Address:** 900 Clark Street, Charles City, Iowa 50616, United States

**Telephone:** 641.257.6315 **Email:** cory@cityofcharlescity.org

**Project Manager:** Maria McCarty

**Address:** 10 N Washington Ave., Suite 110, Mason City, IA 50401

**Telephone:** 507.508.4707 **Email:** Mmccarty@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### Project Overview

The project involves reviewing the City's existing income and expenditures, projecting revenue from the Charles City Utility (Utility) water, sanitary sewer and storm sewer fees over the next 5 years and recommending changes to the fee and/or fee structure to meet identified revenue goals.

We have developed the following work plan and fee based on our project understanding.

### Work Plan

#### Task 1 Data Collection, Trending, & Projections

To initiate the rate study, our team will develop and provide a comprehensive data request form that outlines the specific financial and operational information required from the Client. This form will guide the Client in compiling relevant data including water utility billing information, financial information, and community planning documents.

Upon receipt of the information, we will conduct a thorough review and analysis of the submitted data, identifying key trends in both spending and revenue, as well as identifying any outliers that may impact revenue. Using these insights, we will project expenditure and income trajectories over the next five years, applying appropriate forecasting methodologies to ensure accuracy and relevance. These projections will serve as a foundational element in evaluating the sustainability of current rates and informing future rate recommendations.

With the completion of this task, we will summarize the trends in memo format and request a remote meeting with the Client to review the memo.

#### Task 2 Rate Model Development

As part of the rate study, we will develop a customized Excel-based rate model designed to evaluate the financial performance and sustainability of the current rate structure. This model will incorporate historical and projected financial data, allowing for dynamic analysis of revenue sufficiency, rate adequacy, and the financial impact of upcoming infrastructure investments. We will conduct a detailed review of the existing rate structure to assess its alignment with operational needs and capital planning, identifying any necessary adjustments to ensure long-term fiscal health.

A remote meeting will be scheduled with the Client to present the model, review current revenue generation, and discuss the accuracy of the model and potential refinements. Remote presentations will facilitate interactive navigation of the model and allow for real-time feedback and scenario testing.

### **Task 3 Proposed Rates**

Building upon prior meetings and feedback, we will finalize and present proposed rate models that offer clear comparisons between alternative rate options. These models will illustrate the financial impact of each option on customer classes, ensuring transparency and equity in rate adjustments. A comprehensive final report will be prepared, detailing the recommended rate structure, the underlying data and assumptions, and the methodology used in the analysis. SEH will deliver a remote presentation to the Council summarizing the rate review, highlighting key findings, recommendations, and the anticipated outcomes of the proposed rate adjustments

### **Deliverables**

For this project, SEH will provide the following:

- Technical Memo 1: Summary of trends and projections used in developing the Rate Model.
- Rate Model: Excel-based rate model.
- Final Report: detailing the recommended rate structure, the underlying data and assumptions, and the methodology used in the analysis.

### **Meetings**

- Kickoff Meeting: remote meeting to introduce team.
- Data Collection, Trending, and Projection: remote meeting to review provided information.
- Rate Model Development Meeting: remote meeting to review the draft model.
- Proposed Rates Meeting: remote meeting to finalize and present proposed rate models that offer clear comparisons between alternative rate options.
- Presentation to Council: remote meeting to present the rate review.

### **Assumptions / Exclusions**

Our work plan and deliverables were built on the following assumptions:

- Requested data will be provided in a timely manner and completely.
- Client monthly billing information will be provided in an excel file format.
- Clients provide water for Charles City, and other industries.
- Only 1 proposed rate model for each utility (water, sanitary sewer, and storm sewer) will be developed. It is considered a separate rate model if the file requires to be saved with a new name for comparison with a different rate model.
- Computer charges will be itemized on invoices.

The following items are not included in our scope of work and fee. We would be happy to discuss revising our proposal for the inclusion of these items.

- Preparation of any capital improvements plan.
- Comparison to neighboring communities of similar size.
- Meetings and negotiations with customer communities.
- Any changes to the existing trends or projections after the Technical Memo 1 are reviewed by the Utility.
- Additional rate models, other than the proposed rate models, as defined in the assumptions.

### **Client Responsibilities**

Provide the following information if available:

- Population and Development Data
  - Changes in the population such as known development/annexations
  - Changes in commercial/industrial business.
- Billing and Usage Information
  - The last 3 years of monthly billing information in an excel file.

- o The last 3 years of monthly water pumped.
- o The last 3 years of monthly metered flow at the wastewater treatment facility and loading information.
- Ordinances and Agreements
  - o Current water, wastewater, storm ordinances
  - o Significant industrial agreements
  - o Any water agreements.
- Financial and Planning Documents
  - o Financial reports for the last 3 years.
  - o Budgeted expenditures for 2026 and 2027.
  - o Capital improvement plan for the next 5 years.
  - o Current loan amortization schedules.
  - o Proposed debt service requirements.
  - o The last 3 years of audits for utilities.

Client will offer fiscal, legal, accounting, and insurance counseling services as required.

### Fee Estimate

Fee breakdown between each utility rate review as follows:

Water Utility Rate Review	\$10,800
Wastewater Utility Rate Review	\$10,800
Storm Utility Rate Review	\$8,500

If there is any modification to the number of rate reviews or to the specific utility rate reviews to be conducted, a rereview of the total fee shall be required. This is necessary to account for efficiencies realized when multiple rate reviews are performed concurrently.

### Additional Tasks

We have identified the following additional tasks beyond those identified in the above work plan that may be required by the City of Lakeland or that could benefit the project. These tasks are not included in the scope of work but can be added via an amendment to this contract.

**Optional Task 1 Additional rate models Task Fee \$1,100/model**  
 SEH will provide an additional proposed rate model, above the one already included in the scope. It is considered a separate rate model if the file requires to be saved with a new name for comparison with a different rate model.

**Optional Task 2 Regional Rate Comparison Task Fee \$2,000**  
 SEH will contact up to five neighboring communities of similar size to provide a comparison and context to support the proposed changes.

**Schedule:** We are prepared to begin work within 2 weeks of receipt of a signed agreement and the required information listed above. We anticipate completing the work within 6 months. The duration to complete the rate study is dependent on the timing for receiving requested information and the quality of the information received. We anticipate the following milestones.

- Task 1 - complete 3 months after a signed contract.
- Task 2 - complete 2 months after completion of Task 1.
- Task 3 - complete 1 month after completion of Task 2.

### Payment:

The lump sum fee is \$30,100 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

**Short Elliott Hendrickson Inc.**

**City of Charles City**

By:     **Maria McCarty**    

By: \_\_\_\_\_

Full Name:     Maria McCarty    

Full Name: \_\_\_\_\_

Title:     Project Manager    

Title: \_\_\_\_\_

## **Exhibit A-2**

### **Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

#### **A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

#### **B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

## General Conditions

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant's standard rates.
3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification, guarantee, or warranty.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that

contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

### SECTION IV – GENERAL CONSIDERATIONS

#### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

**B. Environmental Issues**

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

**C. Limitations on Liability**

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) \$500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional \$500,000 of liability, up to a maximum limit of \$5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

**D. Assignment**

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under,

or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

**E. Dispute Resolution**

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

**SECTION V – INTELLECTUAL PROPERTY**

**A. Proprietary Information**

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

**B. Client Use of Instruments of Service**

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CADD files or documents unless specifically agreed to in writing as part of this Agreement.

**C. Reuse of Documents**

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. To the extent permitted by law, any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

MEETING DATE: 1/14/2026

## AGENDA ITEM SUMMARY

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**Subject: FIVE YEAR TANK INSPECTION CONTRACT WITH DIXON ENGINEERING**

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**Background Summary: Cory**

**Summary:** Approval of a five-year professional services agreement with Dixon Engineering for the annual security, health, and maintenance inspections of city water storage facilities from 2026 through 2030.

**Issue:** American Water Works Association (AWWA) recommendations for inspections is based on the type of inspection and the specific needs of the utility:

- Routine/Visual (Daily/Weekly): Operators should perform quick walk-arounds to check for obvious signs of vandalism, leaks, or damage to site security (fences/locks).
- Periodic (Monthly/Quarterly): A more detailed visual inspection by the operator of vents, hatches, and the exterior shell.
- **Comprehensive Professional Inspection (Every 3–5 Years): A thorough evaluation of the interior and exterior by a qualified engineer or certified inspector.**

**Budget:** This is in the budget. Locking in a five-year schedule allows for better fiscal planning and ensures the city remains a priority client for Dixon Engineering's seasonal rotation.

**Final:** We respectfully request that the City Council approve the inspection contract with Dixon Engineering to maintain the safety and longevity of the municipal water system.



4811 S. 76<sup>th</sup> St., Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between **City of Charles City, Iowa** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance-ROV/Float) and Phase 6 (Security & Health Annual Inspection) services for the 1,000,000 Gallon Fluted Column (Corporate Dr), 1,000,000 Gallon Toroellipse (Charles St), 500,000 Gallon Concrete Reservoir (Treatment Plant Clearwell), and the 1,000,000 Gallon Clearwell (Treatment Plant)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$25,425.00** DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

**Proposals / Agreement Signatures**

Tim Wilson, Project Manager November 24, 2025  
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

\_\_\_\_\_  
APPROVED as CONTRACT BY OWNER      POSITION      DATE

\_\_\_\_\_  
Co-SIGNATURE of Contract (if required)      POSITION      DATE

\_\_\_\_\_  
AGREEMENT APPROVED by DIXON      POSITION      DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Cory Spieker  
Address for Owner’s receipt of notices:  
City of Charles City  
900 Clark St  
Charles City, IA 50616  
Email: cory@cityofcharlescity.org

Designated Person: Tim Wilson  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76th St., Suite 109  
Greenfield, WI 53220  
Email: timwilson@dixonengineering.net

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
  - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or

nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

#### **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

#### **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

#### **ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP**

#### **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

#### **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 2. EXHIBIT C, Attachments C-1, and C-2.
  - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
  - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

#### **ARTICLE 9 MISCELLANEOUS PROVISIONS**

- 9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

**9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON's SERVICES**

YEAR	PHASE – SCOPE OF WORK	TOWER/TANK
2025	Security & Health Annual Inspection	Corporate Dr
2026	Security & Health Annual Inspection	Charles St
	Maintenance ROV/Float Observation	Corporate Dr & 500K Plant Clearwell
2027	Security & Health Annual Inspection	Corporate Dr & Charles St
	Maintenance ROV/Float Observation	1.0MG Plant Clearwell
2028	Security & Health Annual Inspection	Corporate Dr & Charles St
2029	Security & Health Annual Inspection	Corporate Dr & Charles St

**A. Maintenance Evaluation of Steel Tank by ROV**

**1. DIXON SERVICES**

- a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
- b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
- c. Review all exterior appurtenances for damage due to corrosion or other sources.
- d. Review all safety requirements for ladders, cages, etc., interior, and exterior.
- e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
- f. Review the exterior of the exposed foundations.
- g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.

**2. Client's Responsibilities**

- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
- b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

**B. Maintenance Evaluation of Concrete Tanks by ROV/Float**

**1. DIXON Services**

- a. Inspect interior of concrete reservoir by Remote Operated Vehicle (ROV), and inspector utilizing inflatable raft for better view of the tank roof support structure. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Inspection shall review the following:
  - 1) Inspect concrete surfaces for spalling, erosion, or other deterioration.
  - 2) Inspect concrete for cracking and quantify cracks, if any.
  - 3) Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
- b. Review exterior of the exposed concrete walls, access manholes, and roof.
- c. Inspect exterior coating conditions (if concrete is coated) and estimate remaining service life. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures, if recoating may be recommended.
  - 1) Observe concrete surfaces for spalling, erosion, or other deterioration.
  - 2) Observe concrete for cracking, and quantify and qualify cracks, if any.
  - 3) Visually inspect concrete for evidence of corrosion of rebar, quantify exposed rebar, or exposed circumferential wire wrap if prestressed tank and other conditions of concern, if any. (Note: Corrosion study of covered rebar will not be performed.)
- d. Inspect interior and exterior appurtenances - for condition, corrosion, adequacy, and safety and health concerns.
- e. Review all ladders, cages, etc., interior, and exterior, and access manways for compliance with current safety standards.
- f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Inspect exterior coating conditions (if any) and estimate remaining service life.
- g. Review site and site drawings for drainage
- h. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.

**2. Client's Responsibilities**

- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
- b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

**A1.06 Phase 6 Security & Health Annual Inspection:**

- A. Annual Security Observation
  - 1. DIXON Services
    - a. Monitor and repair or cause to be corrected
      - 1) Vent and overflow screens.
      - 2) Check that all hatches are secure.
    - b. Replace aviation and interior lights as needed.
    - c. Inspect for signs of vandalism, intrusion, or security concerns.
    - d. Prepare and submit a letter report (2 copies) detailing conditions of items inspected. Photos provided only where problems are noted.
  - 2. Client's Responsibilities
    - a. Provide access to each tank.
- A. Add Inspections for dry maintenance and/or ROV as needed for long term contracts
- B. DIXON's services under the Maintenance Phase will be considered complete for each annual observation on the date when DIXON has delivered to Client final copies of the deliverables. (Annual report)

## **BASIS OF FEES, INVOICING, AND PAYMENT**

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### **Part 1 BASIS OF FEES**

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
    - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
  3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
      - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
  1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
  2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical



as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
    - d. Work is defective, require correction or replacement including additional observation costs.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a

professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
  - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.

2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

### **PART 3 SELECTION OF RPR SERVICES**

#### **C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

#### **C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  1. Daily RPR Services -8 hours per day plus travel time and mileage.
  2. Full Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
    - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
    - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

#### **C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report





## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

### **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

#### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware;

Agreement

Owner: City of Charles City, IA

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Exhibits: A, C, E, GP, IR

Tank No: 15-34-01-01 (Corporate Dr)/ 15-34-01-02 (Charles St)

15-34-01-03 (500k Treatment Plant)/ 15-34-01-04 (IMG Treatment Plant)

data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

This agreement was an EJDCD document that was modified by DIXON. After modification, per license, this agreement is not an EJDCD document.  
 [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

<b>Notes</b>	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
<b>Key</b>	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
<b>Minimum Version Required</b>	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019



because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

**GP1.04 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
  - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
  - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
  - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to Client shall not create any rights in third parties.

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

**GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:**

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

**GP1.07 Visits to Site and Observation of Construction**

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
  2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
  3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
  4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
  5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
  2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
  2. nor shall DIXON have authority over or responsibility,
    - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
    - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
    - c. for the coordination of the Contractors' work or schedules, nor
    - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
    - e. for the acts or omissions of any Contractor
    - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

**GP1.08 Environmental Condition of Site: Constituents of Concern (CC)**

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or

Agreement  
Exhibits: A, C, E, GP, IR

Owner: City of Charles City, IA  
Tank No: 15-34-01-01 (Corporate Dr)/ 15-34-01-02 (Charles St)  
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adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
  3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental

Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**GP1.09 Dispute Resolution:** DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

**GP1.10 Suspension and Termination:**

- A. Suspension:
  - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
    - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
    - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON: Upon seven days written notice:
    - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
    - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
    - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
  - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.



**INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

**IR1.01 Insurance Requirements**

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
    - a. Worker' Compensation Statutory
    - b. Employer's Liability –
      - 1) Bodily injury, each Accident: \$1,000,000
      - 2) Bodily injury by disease, each employee: \$1,000,000
      - 3) Bodily injury/disease, aggregate: \$1,000,000
    - c. General Liability –
      - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
      - 2) General Aggregate: \$2,000,000
    - d. Excess or Umbrella Liability –
      - 1) Per Occurrence: \$2,000,000
      - 2) General Aggregate \$2,000,000
    - e. Automobile Liability – Combined Single Limit \$1,000,000
    - f. Professional Liability - (required only of Engineer Client)
      - 1) Each Claim Made \$2,000,000
      - 2) Annual Aggregate \$2,000,000

**IR1.02 Insurance Requirements**

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other



DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

**IR2.03 Mutual Waiver**

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

**IR2.04 Percentage Share of Negligence**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

**IR2.05 No Defense Obligation**

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

MEETING DATE: 1/14/2026

## AGENDA ITEM SUMMARY

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**Subject: REPLACE LIME SLUDGE DISCHARGE PUMP #1**

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**Background Summary:** Cory

**Summary:** The lime sludge discharge pumps are responsible for moving the thick, heavy byproduct (sludge) created during the water-softening process from the bottom of a clarifier or to the lime lagoon.

**Issue:** The pump has sustained significant internal damage, including failures of the motor shaft and pump housing, likely caused by ingestion of larger solids than the pump was designed to handle.

**Budget:** This was not in the budget; we will need to amend FY26 budget numbers.

**Final:** We respectfully request the City Council approve the purchase of a new Vogelsang VX136-210 pump and motor assembly from Iowa Pump Works in the amount of \$35,882.26 plus freight.



December 9, 2025

City of Charles City  
900 Clark Street  
Charles City, Iowa 50616

Attn: Mr. Cory Spieker, Water Superintendent

Re: Vogelsang Rotary lobe pump for lime sludge removal

Dear Cory,

The following is the cost for a Vogelsang rotary pump model VX136-210HQ unit mounted on a common base with coupling, shaft guard and 10hp. gear motor for \$49,716.82 plus freight.

The delivery would be between 7 to 8 weeks.

Cory, if you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Tom Engelken". The signature is written in a cursive style with a large, looping initial "T".

Tom Engelken, Sales Representative



# IOWA PUMP WORKS

-a **UFT** Company-  
Iowa Pump Works, LLC.  
825 SW Ordnance Rd  
Ankeny, IA 50023

**Quote**  
#QTE010251  
11/04/2025

**Bill To**  
Charles City IA, City of  
900 Clark St  
Charles City IA 50616  
United States  
Phone:

**Ship To**  
WRRF  
Charles City IA, City of  
307 Shaw Ave  
Charles City IA 50616  
United States

### Details

QUOTE IS FOR THE REPLACEMENT OF VOGELSANG VX136-210 QM0H7 (SN: 1004 4453)\*\*\*PUMP IS BEYOND ECONOMICAL REPAIR ; MOTOR SHAFT, PUMP HOUSING, WEAR PLATE, CARTIRDGE, ETC. ALL NEED REPLACED\*\*\*SHIPPING NOT INCLUDED IN ESTIMATE\*\*\*LEAD TIME 10-12 WEEKS

Prepared By	Phone	Email
Luke Den Adel	855-228-6383	<a href="mailto:info@iowapumpworks.com">info@iowapumpworks.com</a>

Sales Rep	Expires	Terms
Nathan Brockman	01/17/2026	Net 30

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	VX136-210 In-Line AssemblyPump Assembly	1	\$35,882.26	\$35,882.26

**Subtotal** \$35,882.26

**Total** \$35,882.26

*Pricing is valid for 10 days and does not include freight charges or applicable taxes.*

**Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.**

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

**NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.**

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.

Thank you for your business.  
Toll Free: 855-228-6383 | Email: [info@iowapumpworks.com](mailto:info@iowapumpworks.com) | Website: <http://www.iowapumpworks.com>



QTE010251



#### ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

#### APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

#### DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

#### STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

#### PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

#### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

#### PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.



#### CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

#### SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

#### WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

#### INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

#### CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

#### FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

#### MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

#### AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

#### NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

#### GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

**DISPUTE RESOLUTION**

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

**SEVERABILITY**

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

**ASSIGNMENT – DELEGATION**

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Please Remit to:  
PO Box 735936  
Chicago IL, 60673-5936  
Online payment accepted at <http://www.iowapumpworks.com>  
Pay Now 3% charge for credit card and \$2.25 charge for e-check  
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE



# IOWA PUMP WORKS

-a **UFT** Company-  
Iowa Pump Works, LLC.  
825 SW Ordnance Rd  
Ankeny, IA 50023

**Quote**  
#QTE010251  
11/04/2025

**Bill To**  
Charles City IA, City of  
900 Clark St  
Charles City IA 50616  
United States  
Phone:

**Ship To**  
WRRF  
Charles City IA, City of  
307 Shaw Ave  
Charles City IA 50616  
United States

### Details

QUOTE IS FOR THE REPLACEMENT OF VOGELANG VX136-210 QM0H7 (SN: 1004 4453)\*\*\*PUMP IS BEYOND ECONOMICAL REPAIR ; MOTOR SHAFT, PUMP HOUSING, WEAR PLATE, CARTIRDGE, ETC. ALL NEED REPLACED\*\*\*SHIPPING NOT INCLUDED IN ESTIMATE\*\*\*LEAD TIME 15-17 WEEKS

Prepared By	Phone	Email
Luke Den Adel	855-228-6383	<a href="mailto:info@iowapumpworks.com">info@iowapumpworks.com</a>

Sales Rep	Expires	Terms
Nathan Brockman	11/14/2025	Net 30

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	Vogelsang Rotary Lobe Pump VX136-210Q Insensitive to dry running Excellent self priming capabilities Changeable pumping direction Quick-Service version HiFlo-lobes with pulsationfree geometry Adjustable housing segments Mechanical seal as cartridge-unit Oil tank for buffer chamber monitoring Pump specification Housing segments: Gray cast iron, TC coated Wear plates: high wear resistant special steel, TC coated Seal type: blocking SS 304 TC / SiC Pump shaft: 60 mm Shaft extension: 42 mm Lobes: NBR, HiFlo Wetted o-rings: NBR	1	\$28,780.64	\$28,780.64

Thank you for your business.  
Toll Free: 855-228-6383 | Email: [info@iowapumpworks.com](mailto:info@iowapumpworks.com) | Website: <http://www.iowapumpworks.com>



QTE010251



# IOWA PUMP WORKS

-a **UFT** Company-  
Iowa Pump Works, LLC.  
825 SW Ordnance Rd  
Ankeny, IA 50023

**Quote**  
#QTE010251  
11/04/2025

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	Buffer Fluid Tank Container Material: Polycarbonate, Opaque Container Volume: 0,29 l O-Ring Material: NBR Connecting Thread: M 16 x 1,5 Maximum Temperature: 60 °C Maximum Pressure: 10 bar Pressure Range: 0 - 10 bar Pressure Gauge Manometer Pos.: Rear	1	\$541.16	\$541.16
23427 QUOTE ITEM	Pump Flange Gasket 136-210 AF42, 2 mm	2	\$57.36	\$114.72

**Subtotal** \$29,436.52

**Total** \$29,436.52

*Pricing is valid for 10 days and does not include freight charges or applicable taxes.*

**Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.**

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

**NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.**

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.

Thank you for your business.  
Toll Free: 855-228-6383 | Email: [info@iowapumpworks.com](mailto:info@iowapumpworks.com) | Website: <http://www.iowapumpworks.com>



QTE010251



#### ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

#### APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

#### DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

#### STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

#### PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

#### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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#### CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

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This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

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This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

#### GOVERNING LAW

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**ASSIGNMENT – DELEGATION**

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Please Remit to:  
PO Box 735936  
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Pay Now 3% charge for credit card and \$2.25 charge for e-check  
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discussion on property acquisition for the 2026 railroad projects**

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**Background Summary:**

The North Grand Avenue crossing at the CPKC Railroad has created three separate projects that are planned for completion this summer. The three projects are the crossing improvement at North Grand Avenue, closing the North Iowa Street Lane Street crossing with realigning the street intersection, and regrading and improving the Brackett Street crossing at the CN Railroad.

The realignment of the North Iowa Street and Lane Street intersection will require the acquisition of right-of-way from the property at 808 North Iowa Street. This property is owned by Steve and Lori Litterer. The additional right-of-way is needed to realign and move the intersection away from the railroad. A layout of the intersection alignment is included on Page 2 of this summary.

The Brackett Street crossing improvement at the CN Railroad requires two temporary easements and one permanent easement. Temporary easements are needed from T and C Machine and Farmers Feed & Grain for the regrading of the roadway. A permanent easement is needed from Farmers Feed & Grain for the construction of storm sewer required as part of the regrading.

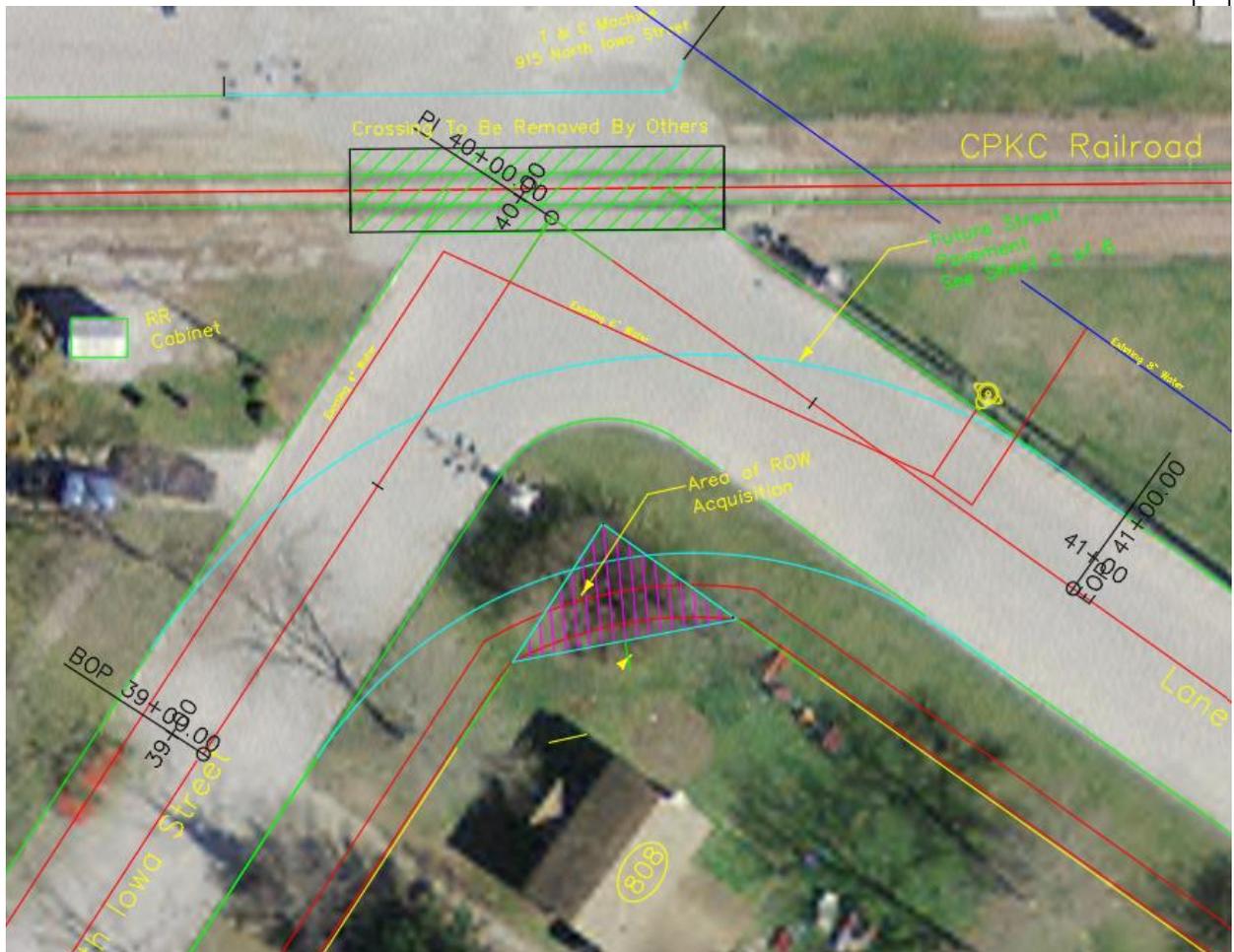
Exhibits of the right-of-way acquisition and easement areas are also attached. We will update the City Council at Wednesday's planning session on the property acquisition and the project schedule.

CITY OF CHARLES CITY

## AGENDA ITEM SUMMARY

**Subject: Discussion on property acquisition for the 2026 railroad projects**

Street realignment at the closed Iowa Street Lane Street railroad crossing:



CITY OF CHARLES CITY

# EXHIBIT "A"

## Right-of-Way Acquisition Agreement

Steve and Lori Litterer



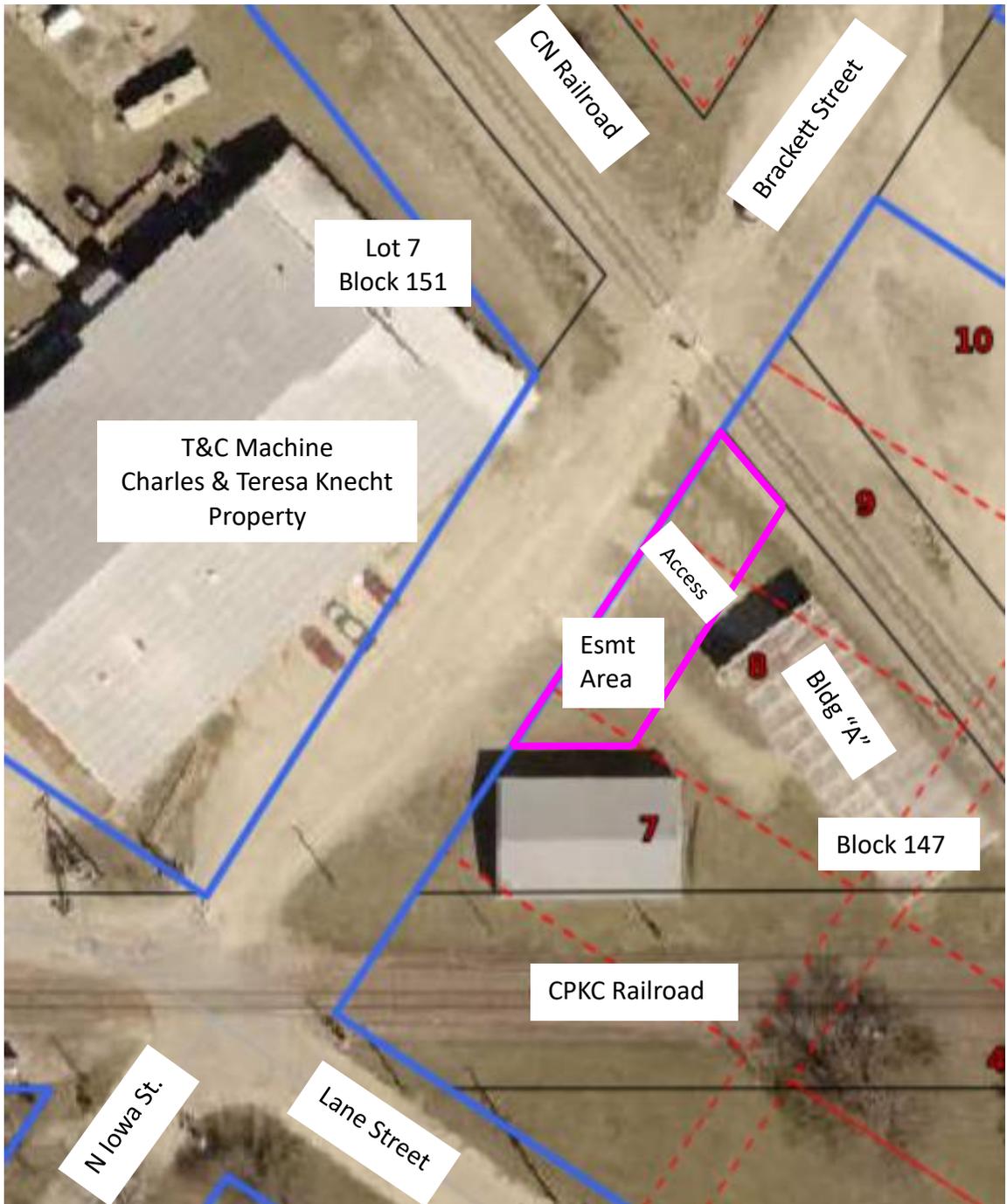
# EXHIBIT "A"

## Temporary Easement Agreement Farmers Feed & Grain Company, Inc.



Temporary Easement Area      ———  
Permanent Easement Area      ———

EXHIBIT "A"  
Temporary Easement Agreement  
Charles and Teresa Knecht



**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discuss acceptance of 11<sup>th</sup> Street Sidewalk Extension Project**

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**Background Summary: John**

Larry Elwood Concrete was the General Contractor for the 2025 11<sup>th</sup> Street Sidewalk Extension Project. The construction work is finished, and the Council can accept the completed project. The City Council awarded the bid and approved the contract and bonds at the June 16, 2025 City Council meeting.

The Floyd County Medical Center (FCMC) conveyed the 7.4-acre parcel immediately west of the FCMC campus to the City of Charles City for future development. As part of the property transfer, the City and FCMC agreed to split the construction cost of a five-foot-wide sidewalk along the north side of the FCMC property. The City agreed to pay for 100% of the cost to install an aggregate surfaced trail near the west side of the FCMC property between 11<sup>th</sup> Street and 13<sup>th</sup> Street to provide access to and from 13<sup>th</sup> Street.

The 2025 11th Street Sidewalk Extension Project included the construction of a five-foot wide PCC sidewalk adjacent to the north property line of FCMC within the 11<sup>th</sup> Street right-of-way. The sidewalk extends from South Main Street to the temporary aggregate trail that connects 11<sup>th</sup> Street to 13<sup>th</sup> Street.

The project was completed at a total cost of \$42,722.95 which is 2.8% more than the original bid amount of \$41,545.00. Additional work was required to import soil for fill material to help make the sidewalk match the new construction at the hospital.

We plan to have a resolution for your consideration accepting the project and authorizing final payment at next week's City Council meeting.

CITY OF CHARLES CITY

**City Of Charles City  
Engineering Department**

900 Clark Street  
Charles City, IA 50616  
Phone 641-257-6300

**PARTIAL PAYMENT ESTIMATE  
FOR CONSTRUCTION WORK COMPLETED**

Project: 2025 11th Street Sidewalk Extension Project  
Date: 12/31/2025  
Contractor: Larry Elwood Concrete, Inc.

Bid Price: \$41,545.00  
Estimate #: 2 (Final)  
Approx. % Complete: 100%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed to Date	Total
1.	PCC Sidewalk Removal	300	S.F.	\$1.75	250	\$437.50
2.	4" PCC Sidewalk	3,200	S.F.	\$10.15	3,343	\$33,931.45
3.	PCC Ped Sidewalk Ramp	40	S.F.	\$18.00	48	\$864.00
4.	Detectable Warning Surface	10	S.F.	\$55.00	10	\$550.00
5.	Fire Hydrant Relocation	2	Each	\$1,955.00	0	\$0.00
6.	Seeding	12,000	S.F.	\$0.18	10,500	\$1,890.00
7.	Painted Pavement Markings		Lump Sum	\$400.00	1	\$400.00
8.	Mobilization		Lump Sum	\$800.00	1	\$800.00
Additional Work						
	Loads of Soil for Fill and Embankment		Load	350	11	\$3,850.00

	===== Total Work Completed	\$42,722.95
	Less No Retainage	\$0.00
	Less Previous Payments	\$41,441.26
	===== Net Payment this Estimate	\$1,281.69

NOTE: Quantities shown are estimated, not measured, and are subject to change.  
Quantities remain tentative until the approval of the Final Pay Request.

Agreed to by: \_\_\_\_\_  
Title Date

Recommended by: \_\_\_\_\_  
Title Date

Approved by: \_\_\_\_\_  
Title Date

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discuss acceptance of 11<sup>th</sup> Street to 13<sup>th</sup> Street Trail Extension Project**

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**Background Summary: John**

Mehmert Tiling was the General Contractor for the 2025 11<sup>th</sup> Street to 13<sup>th</sup> Street Trail Extension Project. The construction work is finished, and the Council can accept the completed project. The City Council awarded the bid and approved the contract and bonds at the June 16, 2025 City Council meeting.

The Floyd County Medical Center (FCMC) conveyed the 7.4-acre parcel immediately west of the FCMC campus to the City of Charles City for future development. As part of the property transfer, the City and FCMC agreed to split the construction cost of a five-foot-wide sidewalk along the north side of the FCMC property. The City agreed to pay for 100% of the cost to install an aggregate surfaced trail near the west side of the FCMC property between 11<sup>th</sup> Street and 13<sup>th</sup> Street to provide access to and from 13<sup>th</sup> Street.

The 2025 11<sup>th</sup> to 13<sup>th</sup> Street Trail Extension Project included the construction of an eight-foot wide aggregate surfaced trail near the west property line of the FCMC campus from 11<sup>th</sup> Street to 13<sup>th</sup> Street.

The project was completed at a total cost of \$28,103.50 which is 1.4% less than the original bid amount of \$28,507.40. The slight reduction in cost is due to the difference between the measured as-constructed quantities and the estimated bid quantities.

We plan to have a resolution for your consideration accepting the project and authorizing final payment at next week's City Council meeting.

CITY OF CHARLES CITY

**City Of Charles City  
Engineering Department**

900 Clark Street  
Charles City, IA 50616  
Phone 641-257-6300

**PARTIAL PAYMENT ESTIMATE  
FOR CONSTRUCTION WORK COMPLETED**

Project: 2025 11th Street to 13th Street Trail extension Project  
Date: 12/31/2025  
Contractor: Mehmert Tiling

Bid Price: \$28,507.40  
Estimate #: 2 (Final)  
Approx. % Complete: 100%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed to Date	Total
1.	Trail Excavation	200	C.Y.	\$19.25	200	\$3,850.00
2.	V Ditch Excavation	575	L.F.	\$4.00	575	\$2,300.00
3.	Curb & Gutter Removal and Replacement	10	L.F.	\$95.00	10	\$950.00
4.	15" HDPE Culvert	18	S.Y.	\$20.00	18	\$360.00
5.	Geotextile Fabric	700	S.Y.	\$2.50	700	\$1,750.00
6.	Geogrid	700	S.Y.	\$2.50	700	\$1,750.00
7.	Soil Sterilant	700	S.Y.	\$0.75	700	\$525.00
8.	Trail Surface Aggregate	220	Ton	\$36.92	209.06	\$7,718.50
9.	PCC Ped Ramp Sidewalk	160	S.F.	\$17.50	160	\$2,800.00
10.	Detectable Warning Surface	16	S.F.	\$55.00	16	\$880.00
11.	Seeding, Fertilizing, and Mulching	22,000	S.F.	\$0.15	22,000	\$3,300.00
12.	Permanent Signs	2	Each	\$210.00	2	\$420.00
13.	Mobilization	1	Lump Sum	\$1,500.00	1	\$1,500.00

Total Work Completed	\$28,103.50
Less No Retainage	\$0.00
Less Previous Payments	\$27,260.39
<b>Net Payment this Estimate</b>	<b>\$843.11</b>

NOTE: Quantities shown may be estimated, not measured, and are subject to change.  
Quantities remain tentative until the approval of the Final Pay Request.

Agreed to by: \_\_\_\_\_  
Title Date

Recommended by: \_\_\_\_\_  
Title Date

Approved by: \_\_\_\_\_  
Title Date

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discuss acceptance of the Main Street Rehabilitation Project**

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**Background Summary: John**

Heartland Asphalt was the General Contractor for the Main Street Rehabilitation Project. The construction work and the Iowa DOT audits are finished, and the Council can accept the completed project. The City Council awarded the bid and approved the contract and bond at the April 15, 2024 City Council meeting.

The 2024 Main Street Rehabilitation Project involved the rehabilitation of Main Street from Gilbert Street to near Lane Street and reconstruction from near Lane Street to North Grand Avenue. The project was partially funded with an STBG/SWAP Grant with the remainder funded with local funds primarily from local option sales tax.

The project was completed at a total cost of \$2,367,230.11 which is 5% less than the original bid amount of \$2,484,864.57. The reduced costs are primarily due to working with the contractor (value engineering) in obtaining some cost savings and by eliminating the milling and overlaying on the Main Street bridge due to new load restrictions.

We plan to have a resolution for your consideration accepting the project and authorizing final payment at next week's City Council meeting.

CITY OF CHARLES CITY



**VEENSTRA & KIMM INC.**

2800 4th Street SW, Suite 9  
Mason City, Iowa 50401

641.421.8008 // 877.241.8008  
www.v-k.net

**CERTIFICATE OF COMPLETION**

CITY OF CHARLES CITY  
MAIN STREET REHABILITATION PROJECT – STBG-SWAP-1242(621)—SG-34

January 7, 2026

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the MAIN STREET REHABILITATION PROJECT – STBG-SWAP-1242(621)—SG-34 as performed by Heartland Asphalt, Inc. has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the final amount of the Contract is Two Million Three Hundred Sixty-Seven Thousand Two Hundred Thirty and 11/100 Dollars (\$2,367,230.11).

**VEENSTRA & KIMM. INC.**

By:   
Jason Petersburg, P.E.

Title: Project Engineer

Date Certificate Filed:  
01/07/2026  
\_\_\_\_\_

**ACCEPTED BY: CITY OF CHARLES CITY**

By: \_\_\_\_\_

Title: Mayor

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



**VEENSTRA & KIMM INC.**

2800 4th Street SW, Suite 9  
Mason City, Iowa 50401

641.421.8008  
www.v-k.net

City of Charles City

**APPLICATION FOR PAYMENT NO. 9, FINAL**

Date: January 7, 2026

<b>Project Title: 2024 Main Street Rehabilitation Project</b> STBG-SWAP-1242(621)--SG-34 <b>Original Contract Amount: \$2,484,864.57</b> <b>Contract Date: April 15, 2024</b>	<b>Contractor: Heartland Asphalt, Inc.</b>  <b>Pay Period: May 7, 2025 to December 31, 2025</b>
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Item Number	Item Code	Item	Unit	Contract Quantity	Contract Unit Price	Contract Extended Price	Quantity Completed	Value Completed
0010	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,250	\$18.00	\$22,500.00	1250	\$22,500.00
0020	2102-2710080	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL	CY	475	\$12.00	\$5,700.00	52.5	\$630.00
0030	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	805	\$31.00	\$24,955.00	386.5	\$11,981.50
0040	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	805	\$11.00	\$8,855.00	0	\$0.00
0050	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	3,711	\$2.00	\$7,422.00	3711	\$7,422.00
0060	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	1,856	\$3.00	\$5,566.50	315	\$945.00
0070	2115-0100000	MODIFIED SUBBASE	CY	1,029	\$54.80	\$56,389.20	1084.5	\$59,430.60
0080	2212-5070310	PATCHES, FULL-DEPTH REPAIR 8" THICK PCC	SY	428	\$182.75	\$78,217.00	0	\$0.00
0090	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	3	\$762.50	\$2,287.50	2	\$1,525.00
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	20,109	\$6.35	\$127,692.15	16982	\$107,835.70
0110	2301-4875008	MEDIAN, P.C. CONCRETE, 8 IN.	SY	152	\$126.00	\$19,152.00	152	\$19,152.00
0120	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	\$4,200.00	\$4,200.00	1	\$4,200.00
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX 1" THICK	TON	1,257	\$78.27	\$98,385.39	1194.85	\$93,520.91
0140	2303-1031750	HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 3/4 IN. MIX 4" THICK	TON	669	\$71.03	\$47,519.07	663.60	\$47,135.51
0150	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 1.5" THICK	TON	1,886	\$65.11	\$122,797.46	1492.44	\$97,172.77
0160	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 2" THICK	TON	335	\$79.45	\$26,615.75	298.16	\$23,688.81
0170	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 1.5" THICK	TON	1,886	\$65.50	\$123,533.00	1653.54	\$108,306.87
0180	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 2" THICK	TON	335	\$65.50	\$21,942.50	311.53	\$20,405.22
0190	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	81	\$640.00	\$51,840.00	17.84	\$11,417.60
0200	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC TO BE USED FOR INTERMEDIATE AND SURFACE COURSES	TON	227	\$640.00	\$145,280.00	95.00	\$60,800.00
0210	2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC TO BE USED FOR THE INTERLAYER COURSE	TON	76	\$888.00	\$67,488.00	90.72	\$80,559.36
0220	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00
0230	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	300	\$22.50	\$6,750.00	324.40	\$7,299.00
0240	2401-6745354	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8	\$500.00	\$4,000.00	10	\$5,000.00
0250	2402-0425031	GRANULAR BACKFILL	TON	100	\$24.00	\$2,400.00	94.40	\$2,265.60
0260	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	2	\$4,100.00	\$8,200.00	2	\$8,200.00
0270	2435-0250100	INTAKE, SW-501	EACH	11	\$4,150.00	\$45,650.00	11	\$45,650.00
0280	2435-0251224	INTAKE, SW-512, 24 IN.	EACH	1	\$3,050.00	\$3,050.00	1	\$3,050.00
0290	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	62	\$1,975.00	\$122,450.00	60	\$118,500.00
0300	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	23	\$450.00	\$10,350.00	23	\$10,350.00
0310	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	30	\$94.40	\$2,832.00	30	\$2,832.00
0320	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	69	\$89.32	\$6,163.08	69	\$6,163.08

Item Number	Item Code	Item	Unit	Contract		Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed	
0330	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	267	\$88.64	\$23,666.88	276	\$24,464.64	
0340	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	49	\$25.00	\$1,225.00	49	\$1,225.00	
0350	2510-6745850	REMOVAL OF PAVEMENT	SY	5,419	\$19.00	\$102,961.00	5658	\$107,502.00	
0360	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	11	\$1,200.00	\$13,200.00	11	\$13,200.00	
0370	2511-0301500	RECREATIONAL TRAIL, HOT MIX ASPHALT, 5 IN.	SY	236	\$52.36	\$12,356.96	236	\$12,356.96	
0380	2511-6745900	REMOVAL OF SIDEWALK	SY	3,111	\$8.00	\$24,888.00	3429	\$27,430.40	
0390	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	2,838	\$70.35	\$199,681.44	2980	\$209,628.93	
0400	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	237	\$105.00	\$24,832.50	300	\$31,489.50	
0410	2511-7528101	DETECTABLE WARNINGS	SF	617	\$47.25	\$29,153.25	617	\$29,172.15	
0420	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT. 2.5' WIDE, 6" STANDARD CURB, 8" THICK, INCLUDES RADIUS PAVEMENT	LF	1,385	\$47.25	\$65,441.25	1397	\$66,008.25	
0430	2512-1750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN NOMINAL 2.5'-3' WIDE, 8" THICK, CURB HEIGHT AND WIDTH VARIES, INCLUDES RADIUS PAVEMENT	LF	4,267	\$55.65	\$237,458.55	4651	\$258,839.28	
0440	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	120	\$91.35	\$10,962.00	145.5	\$13,291.43	
0450	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	74	\$10.00	\$740.00	145.5	\$1,455.00	
0460	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	23	\$275.00	\$6,325.00	26	\$7,150.00	
0470	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	91	\$20.00	\$1,810.00	90.5	\$1,810.00	
0480	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	10	\$45.00	\$450.00	10	\$450.00	
0490	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	37	\$24.00	\$894.00	37.3	\$895.20	
0500	2525-0000100	TRAFFIC SIGNALIZATION	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00	
0510	2526-8285000	CONSTRUCTION SURVEY	LS	1	\$28,550.00	\$28,550.00	100%	\$28,550.00	
0520	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	239.30	\$95.00	\$22,733.50	218.33	\$20,741.35	
0530	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	26	\$90.00	\$2,340.00	29	\$2,610.00	
0540	2528-2518000	SAFETY CLOSURE	EACH	80	\$30.00	\$2,400.00	66	\$1,980.00	
0550	2528-8445110	TRAFFIC CONTROL	LS	1	\$66,000.00	\$66,000.00	100%	\$66,000.00	
0560	2533-4980005	MOBILIZATION	LS	1	\$225,000.00	\$225,000.00	100%	\$225,000.00	
0570	2552-0000210	TRENCH FOUNDATION	TON	50	\$25.15	\$1,257.50	0.00	\$0.00	
0580	2552-0000300	TRENCH COMPACTION TESTING	LS	1	\$3,000.00	\$3,000.00	1	\$3,000.00	
0590	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	20	\$155.05	\$3,101.00	7	\$1,085.35	
0600	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	20	\$151.00	\$3,020.00	9	\$1,359.00	
0610	2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	LB	363	\$12.12	\$4,399.56	277	\$3,357.24	
0620	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	1	\$4,896.25	\$4,896.25	0	\$0.00	
0630	2554-0212020	VALVE BOX EXTENSION	EACH	6	\$890.00	\$5,340.00	6	\$5,340.00	
0640	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	34	\$750.00	\$25,500.00	34	\$25,500.00	
0650	2599-9999009	('LINEAR FEET' ITEM) RAILBED REMOVAL	LF	435	\$17.21	\$7,486.35	414	\$7,124.94	
0660	2599-9999009	('LINEAR FEET' ITEM) RETAINING WALL REMOVAL	LF	244	\$6.67	\$1,627.48	0	\$0.00	
0670	2599-9999010	('LUMP SUM' ITEM) BUILDING FOUNDATION REMOVAL	LS	1	\$3,500.00	\$3,500.00	100%	\$3,500.00	
0680	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	0.7	\$1,000.00	\$700.00	1.0	\$1,000.00	
0690	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.20	\$19,000.00	\$3,800.00	0.3	\$5,700.00	
0700	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	485	\$3.00	\$1,455.00	88	\$264.00	
0710	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	LF	18	\$25.00	\$450.00	99	\$2,475.00	
0720	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	18	\$20.00	\$360.00	48	\$960.00	
0730	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	18	\$20.00	\$360.00	23	\$460.00	
0740	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	13	\$150.00	\$1,950.00	28	\$4,200.00	
0750	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	13	\$20.00	\$260.00	28	\$560.00	
0760	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	13	\$20.00	\$260.00	28	\$560.00	
0770	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	4	\$600.00	\$2,400.00	9	\$5,400.00	
0780	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	4	\$1,200.00	\$4,800.00	0	\$0.00	
		CHANGE ORDER NO. 1							
0560	2533-4980005	MOBILIZATION	LS	1	-\$23,238.00	-\$23,238.00	100%	-\$23,238.00	
		CHANGE ORDER NO. 2							
0080	2212-5070310	PATCHES, FULL-DEPTH REPAIR 8" THICK PCC	SY	-157	\$182.75	-\$28,691.75	0	\$0.00	
8001	2599-9999010	('LUMP SUM' ITEM) STRUCTURAL CONCRETE (MISCELLANEOUS)	LS	1,100	\$1.00	\$1,100.00	1,100.00	\$1,100.00	
8002	2212-5070310	PATCHES, FULL-DEPTH REPAIR, 12" THICK	SY	157	\$216.00	\$33,912.00	196	\$42,336.00	
8003	2599-9999010	('LUMP SUM' ITEM) REMOVAL OF EXISTING STRUCTURES	LS	1,100	\$1.00	\$1,100.00	1,100.00	\$1,100.00	
		CHANGE ORDER NO. 3							
0080	2212-5070310	PATCHES, FULL-DEPTH REPAIR 8" THICK PCC	SY	-271	\$182.75	-\$49,525.25	0	\$0.00	
0090	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	-1	\$762.50	-\$762.50	0	\$0.00	
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	-1,921	\$6.35	-\$12,198.35	0	\$0.00	

Item Number	Item Code	Item	Unit	Contract	Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX 1" THICK	TON	-108	\$78.27	-\$8,453.16	0	\$0.00
0150	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 1.5" THICK	TON	-159	\$65.11	-\$10,352.49	0	\$0.00
0170	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 1.5" THICK	TON	-159	\$65.50	-\$10,414.50	0	\$0.00
0200	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC TO BE USED FOR INTERMEDIATE AND SURFACE COURSES	TON	-10	\$640.00	-\$6,400.00	0	\$0.00
0210	2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC TO BE USED FOR THE INTERLAYER COURSE	TON	-7	\$888.00	-\$6,216.00	0	\$0.00
0290	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	-3	\$1,975.00	-\$5,925.00	0	\$0.00
0300	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	-2	\$450.00	-\$900.00	0	\$0.00
0350	2510-6745850	REMOVAL OF PAVEMENT	SY	-288	\$19.00	-\$5,472.00	0	\$0.00
0380	2511-6745900	REMOVAL OF SIDEWALK	SY	-143	\$8.00	-\$1,144.00	0	\$0.00
0420	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT. 2.5' WIDE, 6" STANDARD CURB, 8" THICK, INCLUDES RADIUS PAVEMENT	LF	-60	\$47.25	-\$2,835.00	0	\$0.00
0440	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	-7	\$91.35	-\$639.45	0	\$0.00
0450	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	-7	\$10.00	-\$70.00	0	\$0.00
0460	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	-6	\$275.00	-\$1,650.00	0	\$0.00
0520	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	-11	\$95.00	-\$1,043.10	0	\$0.00
0530	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	-3	\$90.00	-\$270.00	0	\$0.00
0540	2528-2518000	SAFETY CLOSURE	EACH	-4	\$30.00	-\$120.00	0	\$0.00
0640	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	-1	\$750.00	-\$750.00	0	\$0.00
0660	2599-9999009	('LINEAR FEET' ITEM) RETAINING WALL REMOVAL	LF	-244	\$6.67	-\$1,627.48	0	\$0.00
	CHANGE ORDER NO. 4							
8004	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	26	\$495.00	\$12,870.00	26	\$12,870.00
8005	2599-9999010	('LUMP SUM' ITEM) REMOVAL OF EXISTING STRUCTURES	LS	1,150	\$1.00	\$1,150.00	1,150	\$1,150.00

Item Number	Item Code	Item	Unit	Contract	Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed
	CHANGE ORDER NO. 5							
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	-1,206	\$6.35	-\$7,658.10	0	\$0.00
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX 1" THICK	TON	-66	\$78.27	-\$5,197.13	0	\$0.00
0150	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 1.5" THICK	TON	-100	\$65.11	-\$6,478.45	0	\$0.00
0170	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 1.5" THICK	TON	-100	\$65.50	-\$6,517.25	0	\$0.00
0190	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	-12	\$640.00	-\$7,680.00	0	\$0.00
0210	2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC TO BE USED FOR THE INTERLAYER COURSE	TON	-4	\$888.00	-\$3,552.00	0	\$0.00
0560	2533-4980005	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00
8006	2306-1000000	ASPHALT EMULSION FOR FOG SEAL (PAVEMENT)	GAL	95	\$35.00	\$3,325.00	95	\$3,325.00
	CHANGE ORDER NO. 6							
0190	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	-61	\$640.00	-\$39,040.00	0.00	\$0.00
0200	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC TO BE USED FOR INTERMEDIATE AND SURFACE COURSES	TON	-112.65	\$640.00	-\$72,096.00	0.00	\$0.00
8007	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC, DIVISION 2	TON	61	\$582.00	\$35,502.00	54.61	\$31,783.02
8008	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC, DIVISION 1	TON	112.65	\$582.00	\$65,562.30	85.67	\$49,859.94
	CHANGE ORDER NO. 7							
8009	2528-8445113	FLAGGER	DAY	10	\$575.00	\$5,750.00	10	\$5,750.00
	CHANGE ORDER NO. 8							
8010	2599-9999005	NEW INTAKE CASTING	EA	3	\$720.00	\$2,160.00	3	\$2,160.00
<b>TOTAL STBG-SWAP-1242(621)--SG-34</b>						<b>\$2,326,689.42</b>		<b>\$2,367,230.11</b>





City of Charles City

APPLICATION FOR PAYMENT NO. 9,FINAL

Date: January 7, 2026

<b>Project Title:</b> 2024 Main Street Rehabilitation Project STBG-SWAP-1242(621)-SG-34 <b>Original Contract Amount:</b> \$2,484,864.57 <b>Contract Date:</b> April 15, 2024	<b>Contractor:</b> Heartland Asphalt, Inc.  <b>Pay Period:</b> May 7, 2025 to December 31, 2025
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Item Number	Item Code	Item	Unit	Contract Prices				Quantity Complete			Value Completed					
				Division 1	Division 2	Division 3	Total	Unit Price	Extended Price	Division 1	Division 2	Division 3	Division 1	Division 2	Division 3	Total
0010	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY		1,250.0		1,250.0	\$18.00	\$22,500.00		1,250.0		\$0.00	\$22,500.00	\$0.00	\$22,500.00
0020	2102-2710080	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL	CY	325.0	150.0		475.0	\$12.00	\$5,700.00		52.5		\$0.00	\$630.00	\$0.00	\$630.00
0030	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	160.0	645.0		805.0	\$31.00	\$24,955.00	140.0	246.5		\$4,340.00	\$7,641.50	\$0.00	\$11,981.50
0040	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	160.0	645.0		805.0	\$11.00	\$8,855.00				\$0.00	\$0.00	\$0.00	\$0.00
0050	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY		3,711.0		3,711.0	\$2.00	\$7,422.00		3,711.0		\$0.00	\$7,422.00	\$0.00	\$7,422.00
0060	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY		1,855.5		1,855.5	\$3.00	\$5,566.50		315.0		\$0.00	\$945.00	\$0.00	\$945.00
0070	2115-0100000	MODIFIED SUBBASE	CY		1,029.0		1,029.0	\$54.80	\$56,389.20		1,084.5		\$0.00	\$59,430.60	\$0.00	\$59,430.60
0080	2212-5070310	PATCHES, FULL-DEPTH REPAIR 8" THICK PCC	SY	428.0			428.0	\$182.75	\$78,217.00	0.0			\$0.00	\$0.00	\$0.00	\$0.00
0090	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	3.0			3.0	\$762.50	\$2,287.50	2.0			\$1,525.00	\$0.00	\$0.00	\$1,525.00
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	20,109.0			20,109.0	\$6.35	\$127,692.15	16,982.0			\$107,835.70	\$0.00	\$0.00	\$107,835.70
0110	2301-4875008	MEDIAN, P.C. CONCRETE, 8 IN.	SY		152.0		152.0	\$126.00	\$19,152.00		152.0		\$0.00	\$19,152.00	\$0.00	\$19,152.00
0120	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.0			1.0	\$4,200.00	\$4,200.00	1.0			\$4,200.00	\$0.00	\$0.00	\$4,200.00
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX 1" THICK	TON	1,257.0			1,257.0	\$78.27	\$98,385.39	1,194.85			\$93,520.91	\$0.00	\$0.00	\$93,520.91
0140	2303-1031750	HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 3/4 IN. MIX 4" THICK	TON		669.0		669.0	\$71.03	\$47,519.07		663.60		\$0.00	\$47,135.51	\$0.00	\$47,135.51
0150	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 1.5" THICK	TON	1,886.0			1,886.0	\$65.11	\$122,797.46	1,492.44			\$97,172.77	\$0.00	\$0.00	\$97,172.77
0160	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 2" THICK	TON		335.0		335.0	\$79.45	\$26,615.75		298.16		\$0.00	\$23,688.81	\$0.00	\$23,688.81
0170	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 1.5" THICK	TON	1,886.0			1,886.0	\$65.50	\$123,533.00	1,653.54			\$108,306.87	\$0.00	\$0.00	\$108,306.87
0180	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 2" THICK	TON		335.0		335.0	\$65.50	\$21,942.50		311.53		\$0.00	\$20,405.22	\$0.00	\$20,405.22
0190	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON		81.0		81.0	\$640.00	\$51,840.00		17.84		\$0.00	\$11,417.60	\$0.00	\$11,417.60
0200	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC TO BE USED FOR INTERMEDIATE AND SURFACE COURSES	TON	227.0			227.0	\$640.00	\$145,280.00	95.00			\$60,800.00	\$0.00	\$0.00	\$60,800.00
0210	2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC TO BE USED FOR THE INTERLAYER COURSE	TON	76.0			76.0	\$888.00	\$67,488.00	90.72			\$80,559.36	\$0.00	\$0.00	\$80,559.36
0220	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	0.5	0.5		1.0	\$2,000.00	\$2,000.00	0.5	0.5		\$1,000.00	\$1,000.00	\$0.00	\$2,000.00
0230	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	150.0	150.0		300.0	\$22.50	\$6,750.00	324.40			\$7,299.00	\$0.00	\$0.00	\$7,299.00
0240	2401-6745354	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8.0			8.0	\$500.00	\$4,000.00	10.0			\$5,000.00	\$0.00	\$0.00	\$5,000.00
0250	2402-0425031	GRANULAR BACKFILL	TON		100.0		100.0	\$24.00	\$2,400.00		94.40		\$0.00	\$2,265.60	\$0.00	\$2,265.60
0260	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1.0	1.0		2.0	\$4,100.00	\$8,200.00	1.0	1.0		\$4,100.00	\$4,100.00	\$0.00	\$8,200.00
0270	2435-0250100	INTAKE, SW-501	EACH	6.0	5.0		11.0	\$4,150.00	\$45,650.00	6.0	5.0		\$24,900.00	\$20,750.00	\$0.00	\$45,650.00
0280	2435-0251224	INTAKE, SW-512, 24 IN.	EACH		1.0		1.0	\$3,050.00	\$3,050.00		1.0		\$0.00	\$3,050.00	\$0.00	\$3,050.00
0290	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	59.0	3.0		62.0	\$1,975.00	\$122,450.00	57.0	3.0		\$112,575.00	\$5,925.00	\$0.00	\$118,500.00
0300	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	23.0			23.0	\$450.00	\$10,350.00	23.0			\$10,350.00	\$0.00	\$0.00	\$10,350.00
0310	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	30.0			30.0	\$94.40	\$2,832.00	30.0			\$2,832.00	\$0.00	\$0.00	\$2,832.00
0320	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	20.0	49.0		69.0	\$89.32	\$6,163.08	20.0	49.0		\$1,786.40	\$4,376.68	\$0.00	\$6,163.08
0330	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF		267.0		267.0	\$88.64	\$23,666.88		276.0		\$0.00	\$24,464.64	\$0.00	\$24,464.64
0340	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF		49.0		49.0	\$25.00	\$1,225.00		49.0		\$0.00	\$1,225.00	\$0.00	\$1,225.00
0350	2510-6745850	REMOVAL OF PAVEMENT	SY	1,379.0	4,040.0		5,419.0	\$19.00	\$102,961.00	1,618.0	4,040.0		\$30,742.00	\$76,760.00	\$0.00	\$107,502.00
0360	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	6.0	5.0		11.0	\$1,200.00	\$13,200.00	6.0	5.0		\$7,200.00	\$6,000.00	\$0.00	\$13,200.00
0370	2511-0301500	RECREATIONAL TRAIL, HOT MIX ASPHALT, 5 IN.	SY		236.0		236.0	\$52.36	\$12,356.96		236.0		\$0.00	\$12,356.96	\$0.00	\$12,356.96
0380	2511-6745900	REMOVAL OF SIDEWALK	SY	2,825.0	286.0		3,111.0	\$8.00	\$24,888.00	3,142.8	286.0		\$25,142.40	\$2,288.00	\$0.00	\$27,430.40
0390	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	2,685.2	153.2		2,838.4	\$70.35	\$199,681.44	2,800.9	178.9		\$197,043.32	\$12,585.62	\$0.00	\$209,628.93
0400	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	205.5	31.0		236.5	\$105.00	\$24,832.50	254.3	45.6		\$26,701.50	\$4,788.00	\$0.00	\$31,489.50
0410	2511-7528101	DETECTABLE WARNINGS	SF	577.0	40.0		617.0	\$47.25	\$29,153.25	571.0	46.4		\$26,979.75	\$2,192.40	\$0.00	\$29,172.15
0420	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT. 2.5" WIDE, 6" STANDARD CURB, 8" THICK, INCLUDES RADIUS PAVEMENT	LF		1,385.0		1,385.0	\$47.25	\$65,441.25		1,397.0		\$0.00	\$66,008.25	\$0.00	\$66,008.25
0430	2512-1750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN NOMINAL 2.5'-3" WIDE, 8" THICK, CURB HEIGHT AND WIDTH VARIES, INCLUDES RADIUS PAVEMENT	LF	4,267.0			4,267.0	\$55.65	\$237,458.55	4,651.2			\$258,839.28	\$0.00	\$0.00	\$258,839.28
0440	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	7.0	113.0		120.0	\$91.35	\$10,962.00	55.6	89.9		\$5,079.06	\$8,212.37	\$0.00	\$13,291.43
0450	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	7.0	67.0		74.0	\$10.00	\$740.00	55.6	89.9		\$556.00	\$899.00	\$0.00	\$1,455.00
0460	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	11.0	12.0		23.0	\$275.00	\$6,325.00	12.0	14.0		\$3,300.00	\$3,850.00	\$0.00	\$7,150.00
0470	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF		90.5		90.5	\$20.00	\$1,810.00		90.5		\$0.00	\$1,810.00	\$0.00	\$1,810.00
0480	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH		10.0		10.0	\$45.00	\$450.00		10.0		\$0.00	\$450.00	\$0.00	\$450.00
0490	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF		37.3		37.3	\$24.00	\$894.00		37.3		\$0.00	\$895.20	\$0.00	\$895.20
0500	2525-0000100	TRAFFIC SIGNALIZATION	LS	1.0			1.0	\$20,000.00	\$20,000.00	100%			\$20,000.00	\$0.00	\$0.00	\$20,000.00
0510	2526-8285000	CONSTRUCTION SURVEY	LS	0.5	0.5		1.0	\$28,550.00	\$28,550.00	50%	50%		\$14,275.00	\$14,275.00	\$0.00	\$28,550.00
0520	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	223.1	16.2		239.3	\$95.00	\$22,733.50	201.54	16.79		\$19,146.30	\$1,595.05	\$0.00	\$20,741.35
0530	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	12.0	14.0		26.0	\$90.00	\$2,340.00	15.0	14.0		\$1,350.00	\$1,260.00	\$0.00	\$2,610.00
0540	2528-2518000	SAFETY CLOSURE	EACH	74.0	6.0		80.0	\$30.00	\$2,400.00	60.0	6.0		\$1,800.00	\$180.00	\$0.00	\$1,980.00
0550	2528-8445110	TRAFFIC CONTROL	LS	0.5	0.5		1.0	\$66,000.00	\$66,000.00	50%	50%		\$33,000.00	\$33,000.00	\$0.00	\$66,000.00
0560	2533-4980005	MOBILIZATION	LS	0.5	0.5		1.0	\$225,000.00	\$225,000.00	50%	50%		\$112,500.00	\$112,500.00	\$0.00	\$225,000.00
0570	2552-0000210	TRENCH FOUNDATION	TON		50.0		50.0	\$25.15	\$1,257.50				\$0.00	\$0.00	\$0.00	\$0.00

Item Number	Item Code	Item	Unit	Contract Prices				Quantity Complete			Value Completed					
				Division 1 REHABILITATION	Division 2 RECONSTRUCTION	Division 3 NON-PART	Total	Unit Price	Extended Price	Division 1 REHABILITATION	Division 2 RECONSTRUCTION	Division 3 NON-PART	Division 1 REHABILITATION	Division 2 RECONSTRUCTION	Division 3 NON-PART	Total VALUE COMPLETED
0580	2552-0000300	TRENCH COMPACTION TESTING	LS		1.0		1.0	\$3,000.00	\$3,000.00		100%		\$0.00	\$3,000.00	\$0.00	\$3,000.00
0590	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF			20.0	20.0	\$155.05	\$3,101.00			7.0	\$0.00	\$0.00	\$1,085.35	\$1,085.35
0600	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF			20.0	20.0	\$151.00	\$3,020.00			9.0	\$0.00	\$0.00	\$1,359.00	\$1,359.00
0610	2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	LB			363.0	363.0	\$12.12	\$4,399.56			277.0	\$0.00	\$0.00	\$3,357.24	\$3,357.24
0620	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH			1.0	1.0	\$4,896.25	\$4,896.25				\$0.00	\$0.00	\$0.00	\$0.00
0630	2554-0212020	VALVE BOX EXTENSION	EACH	5.0	1.0		6.0	\$890.00	\$5,340.00	5.0	1.0		\$4,450.00	\$890.00	\$0.00	\$5,340.00
0640	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	30.0	4.0		34.0	\$750.00	\$25,500.00	30.0	4.0		\$22,500.00	\$3,000.00	\$0.00	\$25,500.00
0650	2599-9999009	(("LINEAR FEET" ITEM) RAILBED REMOVAL	LF		435.0		435.0	\$17.21	\$7,486.35		414.0		\$0.00	\$7,124.94	\$0.00	\$7,124.94
0660	2599-9999009	(("LINEAR FEET" ITEM) RETAINING WALL REMOVAL	LF	244.0			244.0	\$6.67	\$1,627.48				\$0.00	\$0.00	\$0.00	\$0.00
0670	2599-9999010	(("LUMP SUM" ITEM) BUILDING FOUNDATION REMOVAL	LS			1.0	1.0	\$3,500.00	\$3,500.00			100%	\$0.00	\$0.00	\$3,500.00	\$3,500.00
0680	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	0.2	0.5		0.7	\$1,000.00	\$700.00	0.3	0.7		\$300.00	\$700.00	\$0.00	\$1,000.00
0690	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.2			0.2	\$19,000.00	\$3,800.00	0.3			\$5,700.00	\$0.00	\$0.00	\$5,700.00
0700	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF		485.0		485.0	\$3.00	\$1,455.00				\$0.00	\$264.00	\$0.00	\$264.00
0710	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	LF	18.0			18.0	\$25.00	\$450.00	99.0			\$2,475.00	\$0.00	\$0.00	\$2,475.00
0720	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	18.0			18.0	\$20.00	\$360.00	48.0			\$960.00	\$0.00	\$0.00	\$960.00
0730	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	18.0			18.0	\$20.00	\$360.00	23.0			\$460.00	\$0.00	\$0.00	\$460.00
0740	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	8.0	5.0		13.0	\$150.00	\$1,950.00	22.0	6.0		\$3,300.00	\$900.00	\$0.00	\$4,200.00
0750	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	8.0	5.0		13.0	\$20.00	\$260.00	22.0	6.0		\$440.00	\$120.00	\$0.00	\$560.00
0760	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	8.0	5.0		13.0	\$20.00	\$260.00	22.0	6.0		\$440.00	\$120.00	\$0.00	\$560.00
0770	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	3.0	1.0		4.0	\$600.00	\$2,400.00	7.0	2.0		\$4,200.00	\$1,200.00	\$0.00	\$5,400.00
0780	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	3.0	1.0		4.0	\$1,200.00	\$4,800.00				\$0.00	\$0.00	\$0.00	\$0.00
									<b>\$2,485,175.07</b>				<b>\$1,556,982.61</b>	<b>\$666,749.94</b>	<b>\$9,301.59</b>	<b>\$2,233,034.15</b>
<b>CHANGE ORDER NO. 1</b>																
0560	2533-4980005	MOBILIZATION	LS	0.5	0.5		1.0	-\$23,238.00	-\$23,238.00	50%	50%		-\$11,619.00	-\$11,619.00	\$0.00	-\$23,238.00
<b>CHANGE ORDER NO. 2</b>																
0080	2212-5070310	PATCHES, FULL-DEPTH REPAIR 8" THICK PCC	SY	-157.0			-157.0	\$182.75	-\$28,691.75				\$0.00	\$0.00	\$0.00	\$0.00
8001	2599-9999010	(("LUMP SUM" ITEM) STRUCTURAL CONCRETE (MISCELLANEOUS)	LS	1,100.0			1,100.0	\$1.00	\$1,100.00	1,100			\$1,100.00	\$0.00	\$0.00	\$1,100.00
8002	2212-5070310	PATCHES, FULL-DEPTH REPAIR, 12" THICK	SY	157.0			157.0	\$216.00	\$33,912.00	196			\$42,336.00	\$0.00	\$0.00	\$42,336.00
8003	2599-9999010	(("LUMP SUM" ITEM) REMOVAL OF EXISTING STRUCTURES	LS	1,100.0			1,100.0	\$1.00	\$1,100.00	1,100			\$1,100.00	\$0.00	\$0.00	\$1,100.00
									<b>\$7,420.25</b>				<b>\$44,536.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$44,536.00</b>
<b>CHANGE ORDER NO. 3</b>																
0080	2212-5070310	PATCHES, FULL-DEPTH REPAIR 8" THICK PCC	SY	-271.0			-271.0	\$182.75	-\$49,525.25				\$0.00	\$0.00	\$0.00	\$0.00
0090	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	-1.0			-1.0	\$762.50	-\$762.50				\$0.00	\$0.00	\$0.00	\$0.00
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	-1,921.0			-1,921.0	\$6.35	-\$12,198.35				\$0.00	\$0.00	\$0.00	\$0.00
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX 1" THICK	TON	-108.0			-108.0	\$78.27	-\$8,453.16				\$0.00	\$0.00	\$0.00	\$0.00
0150	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 1.5" THICK	TON	-159.0			-159.0	\$65.11	-\$10,352.49				\$0.00	\$0.00	\$0.00	\$0.00
0170	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 1.5" THICK	TON	-159.0			-159.0	\$65.50	-\$10,414.50				\$0.00	\$0.00	\$0.00	\$0.00
0200	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC TO BE USED FOR INTERMEDIATE AND SURFACE COURSES	TON	-10.0			-10.0	\$640.00	-\$6,400.00				\$0.00	\$0.00	\$0.00	\$0.00
0210	2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC TO BE USED FOR THE INTERLAYER COURSE	TON	-7.0			-7.0	\$888.00	-\$6,216.00				\$0.00	\$0.00	\$0.00	\$0.00
0290	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	-3.0			-3.0	\$1,975.00	-\$5,925.00				\$0.00	\$0.00	\$0.00	\$0.00
0300	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	-2.0			-2.0	\$450.00	-\$900.00				\$0.00	\$0.00	\$0.00	\$0.00
0350	2510-6745850	REMOVAL OF PAVEMENT	SY	-288.0			-288.0	\$19.00	-\$5,472.00				\$0.00	\$0.00	\$0.00	\$0.00
0380	2511-6745900	REMOVAL OF SIDEWALK	SY	-143.0			-143.0	\$8.00	-\$1,144.00				\$0.00	\$0.00	\$0.00	\$0.00
0420	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT. 2.5" WIDE, 6" STANDARD CURB, 8" THICK, INCLUDES RADIUS PAVEMENT	LF	-60.0			-60.0	\$47.25	-\$2,835.00				\$0.00	\$0.00	\$0.00	\$0.00
0440	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	-7.0			-7.0	\$91.35	-\$639.45				\$0.00	\$0.00	\$0.00	\$0.00
0450	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	-7.0			-7.0	\$10.00	-\$70.00				\$0.00	\$0.00	\$0.00	\$0.00
0460	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	-6.0			-6.0	\$275.00	-\$1,650.00				\$0.00	\$0.00	\$0.00	\$0.00
0520	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	-11.0			-11.0	\$95.00	-\$1,043.10				\$0.00	\$0.00	\$0.00	\$0.00
0530	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	-3.0			-3.0	\$90.00	-\$270.00				\$0.00	\$0.00	\$0.00	\$0.00
0540	2528-2518000	SAFETY CLOSURE	EACH	-4.0			-4.0	\$30.00	-\$120.00				\$0.00	\$0.00	\$0.00	\$0.00
0640	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	-1.0			-1.0	\$750.00	-\$750.00				\$0.00	\$0.00	\$0.00	\$0.00
0660	2599-9999009	(("LINEAR FEET" ITEM) RETAINING WALL REMOVAL	LF	-244.0			-244.0	\$6.67	-\$1,627.48				\$0.00	\$0.00	\$0.00	\$0.00
									<b>-\$126,768.28</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CHANGE ORDER NO. 4</b>																
8004	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	26.0			26.0	\$495.00	\$12,870.00	26			\$12,870.00	\$0.00	\$0.00	\$12,870.00
8005	2599-9999010	(("LUMP SUM" ITEM) REMOVAL OF EXISTING STRUCTURES	LS	1,150.0			1,150.0	\$1.00	\$1,150.00	1,150			\$1,150.00	\$0.00	\$0.00	\$1,150.00
									<b>\$14,020.00</b>				<b>\$14,020.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,020.00</b>
<b>CHANGE ORDER NO. 5</b>																
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	-1,206.0			-1,206.0	\$6.35	-\$7,658.10				\$0.00	\$0.00	\$0.00	\$0.00
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX 1" THICK	TON	-66.4			-66.4	\$78.27	-\$5,197.13				\$0.00	\$0.00	\$0.00	\$0.00
0150	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX 1.5" THICK	TON	-99.5			-99.5	\$65.11	-\$6,478.45				\$0.00	\$0.00	\$0.00	\$0.00
0170	2303-1033504	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4 1.5" THICK	TON	-99.5			-99.5	\$65.50	-\$6,517.25				\$0.00	\$0.00	\$0.00	\$0.00
0190	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	-12.0			-12.0	\$640.00	-\$7,680.00				\$0.00	\$0.00	\$0.00	\$0.00
0210	2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC TO BE USED FOR THE INTERLAYER COURSE	TON	-4.0			-4.0	\$888.00	-\$3,552.00				\$0.00	\$0.00	\$0.00	\$0.00
0560	2533-4980005	MOBILIZATION	LS	1.0			1.0	\$6,000.00	\$6,000.00	1.0			\$6,000.00	\$0.00	\$0.00	\$6,000.00
8006	2306-1000000	ASPHALT EMULSION FOR FOG SEAL (PAVEMENT)	GAL	95.0			95.0	\$35.00	\$3,325.00	95			\$3,325.00	\$0.00	\$0.00	\$3,325.00
									<b>-\$27,757.92</b>				<b>\$9,325.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,325.00</b>
<b>CHANGE ORDER NO. 6</b>																
0190	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON		-61.0		-61.0	\$640.00	-\$39,040.00				\$0.00	\$0.00	\$0.00	\$0.00
0200	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC TO BE USED FOR INTERMEDIATE AND SURFACE COURSES	TON		-112.65		-112.65	\$640.00	-\$72,096.00				\$0.00	\$0.00	\$0.00	\$0.00
8007	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC, DIVISION 2	TON			61.0	61.0	\$582.00	\$35,502.00		54.61		\$0.00	\$31,783.02	\$0.00	\$31,783.02
8008	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC, DIVISION 1	TON		112.65		112.7	\$582.00	\$65,562.30	85.67			\$49,859.94	\$0.00	\$0.00	\$49,859.94
									<b>-\$10,071.70</b>				<b>\$49,859.94</b>	<b>\$31,783.02</b>	<b>\$0.00</b>	<b>\$81,642.96</b>

Item	Item	Item	Unit	Contract Prices				Quantity Complete			Value Completed					
				Division 1	Division 2	Division 3	Total	Unit Price	Extended Price	Division 1	Division 2	Division 3	Division 1	Division 2	Division 3	Total
Number	Code			REHABILITATION	RECONSTRUCTION	NON-PART				REHABILITATION	RECONSTRUCTION	NON-PART	REHABILITATION	RECONSTRUCTION	NON-PART	VALUE COMPLETED
8009	2528-8445113	FLAGGER	DAY	10.0			10.0	\$575.00	\$5,750.00	10			\$5,750.00	\$0.00	\$0.00	\$5,750.00
TOTAL CHANGE ORDER NO. 7									\$5,750.00				\$5,750.00	\$0.00	\$0.00	\$5,750.00
<b>CHANGE ORDER NO. 8</b>																
8010	2599-9999005	NEW INTAKE CASTING	EA	3.0			3.0	\$720.00	\$2,160.00	3			\$2,160.00	\$0.00	\$0.00	\$2,160.00
TOTAL CHANGE ORDER NO. 8									\$2,160.00				\$2,160.00	\$0.00	\$0.00	\$2,160.00

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discuss acceptance of the 11<sup>th</sup> Avenue Trail Extension Project**

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**Background Summary: John**

Heartland Asphalt was the General Contractor for the 2024 11<sup>th</sup> Avenue Trail Extension Project. The construction work and the Iowa DOT audits are finished, and the Council can accept the completed project. The City Council awarded the bid and approved the contract and bond at the July 1, 2024 City Council meeting.

The 2024 11th Avenue Trail Extension Project involved the extension of the Charley Western Trail from its previous end near the intersection of F St and 11th Ave west to North Grand Avenue. The project was partially funded from a Federal Transportation Alternatives Program (TAP) grant that was awarded to the City through NIACOG.

The project was completed at a total cost of \$326,119.32 which is 20% more than the original bid amount of \$270,572.30. Part of the extra costs was due to a \$18,000 change order approved by the City Council in October 2024 with Resolution 147-24. The extra work was required to match into work at the E Street crossing that the CN Railroad performed following the design and letting of the trail project. We also had additional as-constructed quantities compared to the estimated bid quantities in rock base, asphalt trail pavement, PCC sidewalk, mulching and seeding.

We plan to have a resolution for your consideration accepting the project and authorizing final payment at next week's City Council meeting.



**VEENSTRA & KIMM INC.**

2800 4th Street SW, Suite 9  
Mason City, Iowa 50401

641.421.8008 // 877.241.8008  
www.v-k.net

**CERTIFICATE OF COMPLETION**

CITY OF CHARLES CITY  
CHARLEY WESTERN TRAIL PROJECT – TAP-U-1242(620)—8I-34

January 7, 2026

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the CHARLEY WESTERN TRAIL PROJECT – TAP-U-1242(620)—8I-34 as performed by Heartland Asphalt, Inc. has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the final amount of the Contract is Three Hundred Twenty-Six Thousand One Hundred Nineteen and 32/100 Dollars (\$326,119.32).

**VEENSTRA & KIMM, INC.**

By:

  
\_\_\_\_\_  
Jason Petersburg, P.E.

Title:

Project Engineer

Date Certificate Filed:

01/07/2026

\_\_\_\_\_

**ACCEPTED BY: CITY OF CHARLES CITY**

By:

\_\_\_\_\_

Title:

Mayor

Date Accepted:

\_\_\_\_\_



**VEENSTRA & KIMM INC.**  
 2800 4th Street SW, Suite 9  
 Mason City, Iowa 50401

641.421.8008  
 www.v-k.net

City of Charles City

**APPLICATION FOR PAYMENT NO. 4 - FINAL**

Date: August 7, 2025

<p><b>Project Title:</b> Trail Extension Project          TAP-U-1242(620)--8I-34</p> <p><b>Original Contract Amount:</b> \$270,572.30</p> <p><b>Contract Date:</b> July 15, 2024</p>	<p><b>Contractor:</b> Heartland Asphalt, Inc.</p> <p><b>Pay Period:</b> May 5, 2025 to December 31, 2025</p>
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Item Number	Item Code	Item	Unit	Contract		Contract Prices		Quantity	Value
				Quantity	Unit Price	Extended Price	Completed	Completed	
10	2102-0425070	SPECIAL BACKFILL	TON	700	\$26.00	\$18,200.00	1014.12	\$26,367.12	
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	550	\$15.00	\$8,250.00	550	\$8,250.00	
30	2105-842-5015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	250	\$15.00	\$3,750.00	200	\$3,000.00	
40	2123-7450020	SHOULDER FINISHING, EARTH	STA	21	\$200.00	\$4,260.00	21	\$4,200.00	
50	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1	\$1,700.00	\$1,700.00	1	\$1,700.00	
60	2510-6745850	REMOVAL OF PAVEMENT	SY	2,350	\$5.00	\$11,750.00	2379	\$11,895.00	
70	2511-0301600	RECREATIONAL TRAIL, HOT MIX ASPHALT, 6 IN.	SY	2,240	\$41.10	\$92,064.00	2453	\$100,818.30	
80	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	22	\$75.00	\$1,672.50	22.3	\$1,672.50	
90	2511-6745900	REMOVAL OF SIDEWALK	SY	33	\$15.00	\$495.00	33	\$495.00	
105	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	280	\$83.00	\$23,240.00	344	\$28,552.00	
110	2511-7528101	DETECTABLE WARNINGS	SF	230	\$60.00	\$13,800.00	230	\$13,800.00	
120	2512-1725206	CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.	LF	46	\$50.00	\$2,300.00	62	\$3,100.00	
130	2519-3760000	ENTRANCE BOLLARD	EACH	2	\$3,000.00	\$6,000.00	2	\$6,000.00	
140	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	80	\$13.00	\$1,040.00	80	\$1,040.00	
150	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	8	\$50.00	\$400.00	8	\$400.00	
160	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	40	\$28.00	\$1,120.00	40	\$1,120.00	
170	2526-8285000	CONSTRUCTION SURVEY	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	
180	2527-9263209	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	3	\$160.00	\$436.80	2.73	\$436.80	
190	2528-2518000	SAFETY CLOSURE	EACH	7	\$70.00	\$490.00	7	\$490.00	
200	2528-8445110	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	1	\$4,000.00	
210	2533-4980005	MOBILIZATION	LS	1	\$24,600.00	\$24,600.00	1	\$24,600.00	
220	2554-0212030	VALVE BOX REPLACEMENT	EACH	1	\$1,000.00	\$1,000.00	1	\$1,000.00	
230	2599-9999009	('LINEAR FEET' ITEM) WOOD RAIL FENCE	LF	656	\$46.50	\$30,504.00	0	\$0.00	
240	2601-2634100	MULCHING	ACRE	1	\$6,000.00	\$3,000.00	2	\$12,000.00	
250	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1	\$6,000.00	\$3,000.00	1	\$6,000.00	
260	2595-0005100	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHARLES CITY RAILWAY COMPANY LLC	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	
270	2595-0005120	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHICAGO CENTRAL AND PACIFIC RAILROAD/CEDAR RIVER RAILROAD COMPANY	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	
<b>TOTAL TAP-U-1242(620)--8I-34</b>						<b>\$270,572.30</b>		<b>\$274,436.72</b>	

Item Number	Item Code	Item	Unit	Contract Quantity	Contract Unit Price	Contract Extended Price	Quantity Completed	Value Completed
<b>Change Order No. 1</b>								
10	2102-0425070	SPECIAL BACKFILL	TON	25	\$26.00	\$650.00	25	\$650.00
60	2510-6745850	REMOVAL OF PAVEMENT	SY	35	\$5.00	\$175.00	35	\$175.00
105	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	-40	\$83.00	-\$3,320.00	0	\$0.00
8001	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	180	\$115.50	\$20,790.00	197	\$22,753.50
<b>TOTAL CHANGE ORDER NO. 1</b>						<b>\$18,295.00</b>		<b>\$23,578.50</b>
<b>Change Order No. 2</b>								
230	2599-9999009	('LINEAR FEET' ITEM) WOOD RAIL FENCE	LF	-656	\$46.50	-\$30,504.00	0	\$0.00
8002	2599-9999018	COLD WEATEHR PROTECTION	SY	313	\$2.50	\$782.50	313	\$782.50
8003	2599-9999009	('LINEAR FEET' ITEM) VINYL RAIL FENCE	LF	656	\$42.69	\$28,004.64	640	\$27,321.60
<b>TOTAL CHANGE ORDER NO. 2</b>						<b>-\$1,716.86</b>		<b>\$28,104.10</b>



<b>SUMMARY</b>			
		Contract Price	Total Value Completed
		TAP-U-1242(620)--8I-34	TAP-U-1242(620)--8I-34
	Original Contract Price	\$ 270,572.30	\$ 274,436.72
Approved Change Orders (list each)	Change Order No. 1	\$ 18,295.00	\$ 23,578.50
	Change Order No. 2	\$ (1,716.86)	\$ 28,104.10
	Revised Contract Price	\$ 287,150.44	\$ 326,119.32
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 326,119.32
Less Retained Percentage (3%) (\$30,000 Maximum)			\$ -
Net Amount Due This Estimate			\$ 326,119.32
Less Estimate(s) Previously Approved	No.1	\$ 181,507.84	
	No.2	\$ 110,631.31	
	No. 3	\$ 25,802.81	
		Total Previously Approved	\$ 317,941.96
Percent Complete	113.6%	Amount Due This Estimate	\$ 8,177.36

The amount \$ \_\_\_\_\_ is recommended for approval for payment in accordance with the terms of the contract.

The retainage amount \$ 8,177.36 is recommended for payment 31 days after Owner acceptance of the work in accordance with the terms of the contract, providing all punchlist items are complete.

<b>Quantities Complete Reviewed By:</b> Heartland Asphalt, Inc.	<b>Recommended By:</b> Veenstra & Kimm, Inc.	<b>Approved By:</b> City of Charles City
Signature <i>Colton J Merrick</i>	Signature <i>Jason Petersburg</i>	Signature
Colton Merrick Project Manager	Jason Petersburg, P.E. Project Manager	Dean Andrews Mayor
Title	Title	Title
Date 1/8/26	Date 1/8/2026	Date



**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Discuss Main Street bridge profession engineering services agreement**

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**Background Summary: John**

Calhoun Burns and Associates (CBA) was retained to provide a study of the Main Street bridge. CBA prepared a report including an alternative analysis of options to improve the Cedar River crossing. Multiple public meetings have been held to discuss the findings of the study including a public forum on November 12, 2025.

The consensus of the City Council was to move forward with a scoping study that will include input from a public design committee to determine the concept for a bridge improvement project so final design can begin.

CBA has prepared the attached professional services agreement for the design of the Main Street bridge. The initial portion of the agreement is the Scoping Phase Services. CBA engineers will attend and facilitate five (5) meetings with a citizen design committee. CBA will prepare and provide options and information for the design committee's consideration. The committee's final design choices will be summarized in a report for the City Council's review, and CBA will present the findings to the City Council for final consideration.

We are anticipating the design committee will meet once every three weeks starting in February and finishing in May. CBA will then prepare a final report and present the design choices to the City Council in June for final consideration.

The agreement has been prepared on an hourly basis with an estimated not-to-exceed fee of \$30,000.00. We plan to have a resolution for your consideration approving the agreement at next week's City Council meeting.

CITY OF CHARLES CITY

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**MAIN STREET BRIDGE**

**OVER CEDAR RIVER**

**FHWA NO. 001820**

**CHARLES CITY, IOWA**

**CALHOUN-BURNS AND ASSOCIATES  
WEST DES MOINES, IOWA**

This Agreement for Professional Engineering Services (this “*Agreement*”) is effective as of \_\_\_\_\_, 2026 (“*Effective Date*”) between CITY of Charles City, Iowa, hereinafter referred to as the “*CITY*” and Calhoun-Burns and Associates, hereinafter referred to as the “*STRUCTURAL ENGINEER*”. CITY retains *STRUCTURAL ENGINEER* to perform professional services, in connection with the replacement of the Main Street Bridge over the Cedar River (FHWA No. 001820) IDOT Project No. \_\_\_\_, hereinafter referred to as the “*Assignment*”. The preliminary design phase is to be completely funded with CITY funding.

CITY and *STRUCTURAL ENGINEER*, in consideration of their mutual covenants as set forth herein, agree as follows:

## **ARTICLE 1 – STRUCTURAL ENGINEER’S SERVICES**

### **1.01 Scope**

- A. *STRUCTURAL ENGINEER* shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, *STRUCTURAL ENGINEER* is authorized to begin services as set forth in Exhibit A without any further required notice.
- C. If authorized in writing by CITY, and agreed to by *STRUCTURAL ENGINEER*, services beyond the scope of this Agreement will be performed by *STRUCTURAL ENGINEER* for additional compensation.

## **ARTICLE 2 – CITY’S RESPONSIBILITIES**

### **2.01 General**

- A. CITY shall have the responsibilities set forth herein in Exhibit A.
- B. CITY shall promptly pay when due all amounts owing under this Agreement.

## **ARTICLE 3 – TIMES FOR RENDERING SERVICES**

**3.01** *STRUCTURAL ENGINEER*’s services will be performed within the time period or by the date stated in Exhibit A.

**3.02** If *STRUCTURAL ENGINEER*’s services are delayed or suspended in whole or in part by CITY or due to a Force Majeure Event, *STRUCTURAL ENGINEER* shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by *STRUCTURAL ENGINEER* in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4 – PAYMENTS TO STRUCTURAL ENGINEER

### 4.01 Method of Payment for Services of STRUCTURAL ENGINEER

- A. CITY shall pay STRUCTURAL ENGINEER for services rendered under this Agreement as follows:
1. Scoping Phase
    - a. Scoping Study: 

At Hourly Rates
Not to exceed \$ 30,000.00
without further
authorization
  2. Preliminary Design Phase, Final Design Phase, Bid Phase and Construction Phase Services will be negotiated by Supplemental Agreement.
  3. The amount billed for STRUCTURAL ENGINEER's services listed in items A.1. above will be based on the percent complete of the Assignment and/or actual hours charged during the billing period.

### 4.02 Other Provisions Concerning Payment

A. *Compensation Amounts.*

When the compensation amounts have been stated herein and it subsequently becomes apparent to STRUCTURAL ENGINEER that a compensation amount thus established will be exceeded, STRUCTURAL ENGINEER shall give CITY written notice thereof. Promptly thereafter CITY and STRUCTURAL ENGINEER shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and STRUCTURAL ENGINEER shall agree to a reduction in the remaining services to be rendered by STRUCTURAL ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. *Adjustments.*

1. STRUCTURAL ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of STRUCTURAL ENGINEER or a Force Majeure Event, the total compensation to STRUCTURAL ENGINEER shall be appropriately adjusted. For the purposes of this Agreement, "*Force Majeure Event*" shall mean fire, floods, earthquakes, tsunamis, storms, lightning, tornados, epidemic, pandemic, public health crisis, strikes, work slowdowns or other labor disturbances, civil disturbance, sabotage, explosion, catastrophe, accident, declared war, riot, terrorism, Acts of God, insurrection, quarantine restrictions, severe weather, and

laws, regulations and orders that prevent performance, to the extent that the party claiming Force Majeure gives prompt written notice of the same to the other party.

C. *Reimbursable Expenses.*

Reimbursable expenses means the actual expenses incurred by STRUCTURAL ENGINEER directly in connection with the Assignment. All reimbursable expenses to be submitted on monthly invoices.

D. *For Additional Services.*

CITY shall pay STRUCTURAL ENGINEER for all services not included in the scope of this Agreement at the rates shown on Exhibit C, or on the basis agreed to in writing by the parties at the time such services are authorized by CITY.

## **ARTICLE 5 – DESIGNATED REPRESENTATIVES**

**5.01** Contemporaneous with the execution of this Agreement, STRUCTURAL ENGINEER and CITY shall each designate specific individuals as STRUCTURAL ENGINEER’s and CITY’s representatives with respect to the services to be performed or furnished by STRUCTURAL ENGINEER and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

## **ARTICLE 6 – CONTENT OF AGREEMENT**

**6.01** The following Exhibits are incorporated herein by reference:

- A. Exhibit A, “Further Description of Services, Responsibilities, Time, and Related Matters”, consisting of pages A1 through A3.
- B. Exhibit B, “Standard Terms and Conditions”, consisting of pages B1 through B7.
- C. Exhibit C, “Hourly Billing Rates”.

### **6.02 Total Agreement**

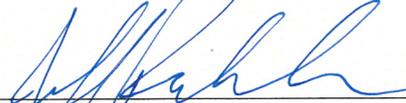
- A. This Agreement (together with the Exhibits identified in paragraph 6.01) constitutes the entire Agreement between CITY and STRUCTURAL ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. To the extent there is a conflict between the terms of any of the above, they shall be interpreted and applied in the following order of precedence: (i) Exhibit B, (ii) this Agreement, (iii) Exhibit A, and (iv) Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

CITY:

STRUCTURAL ENGINEER:

\_\_\_\_\_  
Dean Andrews  
Mayor

  
\_\_\_\_\_  
Jeff Fadden, P.E.  
Vice President

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

Date: 1/9/26  
\_\_\_\_\_

Addresses for giving notice:

900 Clarke Street  
Charles City, Iowa 50616

Addresses for giving notices:

6775 Vista Drive  
West Des Moines, IA 50266

Designated Representative (Paragraph 5.01):

Designated Representative (Paragraph 5.01):

John Fallis, P.E., CFM  
City Engineer  
641-257-6300  
Email: [john@cityofcharlescity.org](mailto:john@cityofcharlescity.org)

Evan Murphy, P.E.  
Project Manager  
Phone No.: (515) 224-4344  
Email: [emurphy@calhounburns.com](mailto:emurphy@calhounburns.com)

Initial:  
CITY \_\_\_\_\_  
STRUCTURAL ENGINEER            

## EXHIBIT A

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

### A.1.01 STRUCTURAL ENGINEER's Services

#### A. SCOPING PHASE SERVICES:

1. Attend and Facilitate Citizen Design Committee Meetings. Location provided by City. (5 meetings)
2. Prepare Example Bridge Aesthetic options for Consideration
3. Summarize Final Design Choices
  - i. Prepare Conceptual drawings for consideration/review
4. Present Committee Findings and Recommendations to Council for approval and acceptance (2 meetings)

#### B. SITE SURVEY AND PRELIMINARY DESIGN; CULTURAL, ENVIRONMENTAL, HISTORICAL AND ARCHAEOLOGICAL INVESTIGATIONS; FINAL DESIGN; AND BID AND CONSTRUCTION PHASE SERVICES:

Services to be completed by the STRUCTURAL ENGINEER following approval of the Scoping Study by the CITY may include:

1. Site topographic survey and base mapping.
2. Preliminary design, details, and drafting of plans.
3. Protected Species Assessment.
4. Wetland Delineation, and Mitigation design and plans.
5. Phase IA Archaeological and Historical Architectural Assessments.
6. Geotechnical Investigations.
7. Paint and material sampling and testing of existing bridge.
8. Final design, details, and drafting of plans.
9. Final street reconstruction and City owned utility relocation design, details, and plans.
10. Final Opinion of Probable Construction Cost.
11. Coordination with preliminary, check, and final plan, and submittals to the Iowa Department of Transportation.

12. Coordination with and submittals to private utility companies affected by the project.
13. Preparation of acquisition plats for permanent right-of-way and/or temporary construction easements.
14. Bid and construction phase services.

The above services, and any other requested or required services by the CITY or any of the other required review agencies, are to be negotiated by Supplemental Agreement.

#### **A.2.01 CITY's Responsibilities**

- A. CITY shall do the following in a timely manner, so as not to delay the services of the STRUCTURAL ENGINEER:
  1. If necessary, prepare and execute a Title VI Plan or Agreement. Provide a copy of a Title VI Assurance to IDOT.
  2. Work directly with the Regional Planning Affiliation (RPA) to program the project in the Transportation Improvement Program (TIP).
  3. Request from the IDOT the completion of a Phase IA Archaeological and Historical Architectural Assessment by their consultant, Alan Hawkins.
  4. Assist with submittals required by review agencies which have jurisdiction and permit authority on this bridge replacement project.
  5. Provide record location, size and type of the CITY owned utilities within the project corridor.
  6. Assist in the coordination of any private utility company relocations necessitated by the project.
  7. Obtain any required permanent right-of-way and/or temporary construction easement for the project.
  8. Provide any applications, public notices, and fees required by the IDNR related to a National Pollution Discharge Elimination System (NPDES) permit obtained for the project prior to construction.
- B. STRUCTURAL ENGINEER shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing STRUCTURAL ENGINEER's services under this Agreement.
- C. CITY shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

#### **A.3.01 Times for Rendering Services**

- A. Work under this Agreement shall begin no later than 30 days after being notified by the CITY with a written notice to proceed. Upon execution of this Agreement, the STRUCTURAL ENGINEER and the CITY may establish a schedule of work completion. The intent is to

have all Scoping Phase Services completed by the summer of 2026. Failure of the STRUCTURAL ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the Agreement.

- B. STRUCTURAL ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Paragraph A.1.01. A. are submitted to CITY, and when compensation for the services set forth in Paragraph 4.01.A.1 is received by STRUCTURAL ENGINEER.

Initial:  
CITY \_\_\_\_\_  
STRUCTURAL ENGINEER 

## EXHIBIT B

The following terms and conditions are integrated fully into the Agreement:

### B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by STRUCTURAL ENGINEER under this Agreement will be the care and skill ordinarily used by members of STRUCTURAL ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. STRUCTURAL ENGINEER makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with STRUCTURAL ENGINEER's services.

2. Independent Contractor; No Third-Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and not for the benefit of any other party, and no other entity shall have any claim against STRUCTURAL ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or STRUCTURAL ENGINEER. STRUCTURAL ENGINEER shall be an independent contractor and not an employee of the CITY. This Agreement shall not constitute, create or give effect to otherwise create or imply a joint venture, partnership or any form of formal business association of any kind between STRUCTURAL ENGINEER and CITY. CITY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to STRUCTURAL ENGINEER

Invoices will be prepared in accordance with STRUCTURAL ENGINEER's standard invoicing practices and will be submitted to CITY by STRUCTURAL ENGINEER monthly, unless otherwise agreed. Upon acceptance by the CITY, payment will be made promptly without right of setoff or withholding but in no event later than thirty (30) days after submission of invoice. Final payment will be made upon submittal of deliverables described in Exhibit A.

4. Insurance

STRUCTURAL ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CITY upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, STRUCTURAL ENGINEER shall indemnify and hold harmless CITY, CITY's officers, directors, elected officials, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) arising from third party claims of bodily injury, death or property damage caused solely by the negligent acts or omissions or intentional misconduct of STRUCTURAL ENGINEER or STRUCTURAL ENGINEER's

officers, directors, partners and employees in the performance of STRUCTURAL ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER, STRUCTURAL ENGINEER's officers, directors, agents, partners, employees, subcontractors and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions or intentional misconduct of CITY or CITY's officers, directors, elected officials, partners, employees and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, STRUCTURAL ENGINEER's total liability to CITY and anyone claiming by, through, or under CITY or this Agreement for any injuries, losses, damages and expenses caused in part by the negligence or misconduct of STRUCTURAL ENGINEER and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that STRUCTURAL ENGINEER's negligence bears to the total negligence of CITY, STRUCTURAL ENGINEER, and all other negligent entities and individuals. Further, notwithstanding anything to the contrary in this Agreement, STRUCTURAL ENGINEER's maximum liability arising out of or related to STRUCTURAL ENGINEER's obligations and indemnifications under this Agreement shall not exceed the total amount of compensation received by STRUCTURAL ENGINEER pursuant to this Agreement.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER and STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate CITY to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

## 6. Dispute Resolution

a. CITY and STRUCTURAL ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 30 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

- d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- e. The mediator shall not be a witness in any legal proceedings related to this Agreement.
- f. If mediation fails to resolve the dispute, each party may enforce their rights under this Agreement in accordance with the terms and conditions hereof.

7. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CITY shall pay to STRUCTURAL ENGINEER all amounts owing to STRUCTURAL ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs. STRUCTURAL ENGINEER shall not be obligated to stamp or otherwise provide Documents upon termination unless such Documents were completed in the ordinary course prior to the effective date of termination.

8. Access

CITY shall arrange for safe access to and make provisions for STRUCTURAL ENGINEER to enter upon public and private property as required for STRUCTURAL ENGINEER to perform services under this Agreement.

9. Hazardous Environmental Conditions

It is acknowledged by both parties that STRUCTURAL ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition", i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event STRUCTURAL ENGINEER or any other party encounters a Hazardous Environmental Condition, STRUCTURAL ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CITY acknowledges that STRUCTURAL ENGINEER is performing professional services for CITY and that STRUCTURAL ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 ("CERCLA"), which are or may be encountered at or near the site in connection with STRUCTURAL ENGINEER's activities under this Agreement.

10. Patents

STRUCTURAL ENGINEER will not conduct patent or copyright searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

## 11. Ownership of Documents/Electronic Media

a. The requested electronic design, drawings, documents, data file(s) and/or other data on any form of electronic media generated by STRUCTURAL ENGINEER (the "*Shared Data*") are instruments of service produced and owned by STRUCTURAL ENGINEER, who is and shall be deemed the author of the Shared Data and retain all common law, statutory law and other rights, including but not limited to national and international copyrights. All rights are reserved by STRUCTURAL ENGINEER.

b. CITY acknowledges that data, documents, and/or drawings stored on electronic media outside STRUCTURAL ENGINEER's control can deteriorate undetected or be modified without the STRUCTURAL ENGINEER's knowledge. CITY agrees that the STRUCTURAL ENGINEER cannot be held liable for the completeness, or correctness of electronic data once the electronic media has left the possession of the STRUCTURAL ENGINEER. CITY's use or reuse shall be at CITY's risk and full legal responsibility. CITY shall be fully and solely responsible for reconciling of said electronic files with any certified hard copies produced by STRUCTURAL ENGINEER. Only the final certified hard copies of the survey, design, and/or data files shall constitute contract documents for the project. The CITY further agrees to assume all responsibility and liability for the use of the Shared Data, in whole or in part, for any purpose or project other than the project for which the Shared Data was originally produced.

c. CITY will not and shall not, without the expressed prior written consent of STRUCTURAL ENGINEER: a) disseminate, share, loan, rent, display, assign or otherwise transfer the whole or any part of the Shared Data, either in electronic form or hard copy, to any other person or entity; b) alter, rewrite, decompile, reverse engineer, or otherwise change any of the Shared Data; or, c) use the whole or any part of the Shared Data on any project other than the Project for which they are intended. CITY shall treat the Shared Data as confidential and safeguard it with at least the same level of protection and effort with which CITY safeguards its own confidential information.

d. The Shared Data may be in a preliminary or intermediate stage and may not be complete or in final form and may not be intended for construction use. CITY's use or reuse, internal copying, internal dissemination, and/or internal review shall be at the CITY's risk and full legal responsibility. CITY shall be fully and solely responsible for the reconciling of said electronic files with any final certified hard copies produced by STRUCTURAL ENGINEER. Only the final certified hard copies of the design and/or data files shall be the official plans and documents for the project. The CITY agrees to waive all claims against the STRUCTURAL ENGINEER and indemnify STRUCTURAL ENGINEER as more fully set forth in paragraph 6 for all claims resulting in any way from any changes or reuse of the Shared Data for any other project or by anyone other than the STRUCTURAL ENGINEER.

e. Under no circumstances shall transfer of the Shared Data be deemed a sale by the STRUCTURAL ENGINEER. STRUCTURAL ENGINEER makes no warranties, expressed or implied, including but not limited to implied warranty of fitness for a particular purpose, regarding the Shared Data. CITY accepts the Shared Data in "AS IS" condition.

f. CITY does hereby agree to indemnify and hold STRUCTURAL ENGINEER and its directors, officers, agents and employees and, if applicable, the Project owner/developer harmless from any and all claims, suits, damages, liability, demands, or costs, including attorney fees and expenses, that result from or arise out of the use or misuse of the Shared Data by CITY or any party with whom CITY disclosed the Shared Data, even if inadvertent. In the event of suit for breach and/or enforcement of this Agreement, CITY agrees to pay all attorney fees incurred by STRUCTURAL ENGINEER.

g. Each item of electronic data sent or delivered to CITY by STRUCTURAL ENGINEER shall be subject to the terms, conditions, and obligations of this Agreement.

#### 12. Opinions of Probable Construction Cost

a. Construction Cost is the cost to CITY to construct proposed facilities. Construction Cost does not include costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CITY's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with CITY's contemplated project, or the cost of other services to be provided by others to CITY pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. STRUCTURAL ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of STRUCTURAL ENGINEER's experience and qualifications and represent STRUCTURAL ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since STRUCTURAL ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, STRUCTURAL ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable construction cost prepared by STRUCTURAL ENGINEER. If CITY wishes greater assurance as to probable Construction Cost, CITY shall employ an independent cost estimator.

#### 13. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and CITY's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to CITY pursuant to this Agreement.

b. STRUCTURAL ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs for the same reasons it cannot assume responsibility for Construction Costs set forth in Section 13(b) above.

#### 14. Force Majeure

STRUCTURAL ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond STRUCTURAL ENGINEER's reasonable control including, by way of example, war (declared or not), sabotage, civil strife, insurrection, strikes of a national or organized labor union, earthquake, pandemic (excluding conditions known as of the Effective Date

of this Agreement due to the COVID-19 pandemic), epidemic, travel restrictions and/or quarantine, acts of God, fire, and acts of terrorism.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party except to affiliates or successor by operation of law.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and STRUCTURAL ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time. No delay or omission by the Parties in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion. In addition, neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified.

18. Survival

All express representations, indemnifications, obligations to pay and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Governing Law & Venue

This Agreement is to be governed by the law of the state of Iowa without giving effect to the conflict of law provisions thereof. Any dispute regarding this Agreement shall be brought in the federal or state courts located in Polk County, Iowa, and by execution and delivery of this Agreement, each Party hereby: (a) accepts the jurisdiction of the foregoing courts; (b) irrevocably consents to be bound by any final judgment (after any appeal) of any such court with respect thereto; and (c) irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the personal jurisdiction of such court or the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

## 21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party as its address on the signature page and given personally, or be registered or certified mail postage prepaid, by a commercial courier service, or by electronic (email) delivery. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served the next Business Day after the same shall have been delivered to the relevant courier, and any notice so given by email transmission shall be deemed to have been served on transmission and receipt of confirmation of successful transmission during normal business hours (automatic replies excluded). As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's email program showing the confirmation of successful transmission.

## 22. Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. This Agreement (including any counterpart signature page) may be executed by facsimile or electronic signature (e.g. DocuSign) or any image of the signed Agreement transmitted by electronic mail (such as an unalterable pdf image file) and such facsimile signature or image shall be deemed an original.

**EXHIBIT C**

**2026 HOURLY BILLING RATES (EFFECTIVE JUNE 2025)**

PRINCIPAL OF FIRM II	\$ 260.00	/HOUR
PRINCIPAL OF FIRM I	\$ 248.00	/HOUR
SENIOR PROJECT MANAGER IV	\$ 230.00	/HOUR
SENIOR PROJECT MANAGER III	\$ 220.00	/HOUR
SENIOR PROJECT MANAGER II	\$ 215.00	/HOUR
SENIOR PROJECT MANAGER I	\$ 209.00	/HOUR
PROJECT MANAGER IV	\$ 212.00	/HOUR
PROJECT MANAGER III	\$ 207.00	/HOUR
PROJECT MANAGER II	\$ 202.00	/HOUR
PROJECT MANAGER I	\$ 196.00	/HOUR
SENIOR PROJECT ENGINEER IV	\$ 198.00	/HOUR
SENIOR PROJECT ENGINEER III	\$ 192.00	/HOUR
SENIOR PROJECT ENGINEER II	\$ 178.00	/HOUR
SENIOR PROJECT ENGINEER I	\$ 164.00	/HOUR
PROJECT ENGINEER IV	\$ 184.00	/HOUR
PROJECT ENGINEER III	\$ 170.00	/HOUR
PROJECT ENGINEER II	\$ 160.00	/HOUR
PROJECT ENGINEER I	\$ 143.00	/HOUR
SENIOR DESIGN ENGINEER IV	\$ 160.00	/HOUR
SENIOR DESIGN ENGINEER III	\$ 147.00	/HOUR
SENIOR DESIGN ENGINEER II	\$ 138.00	/HOUR
SENIOR DESIGN ENGINEER I	\$ 125.00	/HOUR
DESIGN ENGINEER IV	\$ 151.00	/HOUR
DESIGN ENGINEER III	\$ 144.00	/HOUR
DESIGN ENGINEER II	\$ 136.00	/HOUR
DESIGN ENGINEER I	\$ 127.00	/HOUR
ENGINEER INTERN	\$ 108.00	/HOUR
FUNDING SPECIALIST I	\$ 149.00	/HOUR
FUNDING SPECIALIST II	\$ 132.00	/HOUR
SENIOR ENGINEERING TECHNICIAN IV	\$ 166.00	/HOUR
SENIOR ENGINEERING TECHNICIAN III	\$ 157.00	/HOUR
SENIOR ENGINEERING TECHNICIAN II	\$ 151.00	/HOUR
SENIOR ENGINEERING TECHNICIAN I	\$ 144.00	/HOUR
ENGINEERING TECHNICIAN IV	\$ 142.00	/HOUR
ENGINEERING TECHNICIAN III	\$ 138.00	/HOUR
ENGINEERING TECHNICIAN II	\$ 131.00	/HOUR
ENGINEERING TECHNICIAN I	\$ 127.00	/HOUR
OFFICE COORDINATOR	\$ 129.00	/HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 124.00	/HOUR
ADMINISTRATIVE ASSISTANT III	\$ 118.00	/HOUR
ADMINISTRATIVE ASSISTANT II	\$ 114.00	/HOUR
ADMINISTRATIVE ASSISTANT I	\$ 107.00	/HOUR
CLERICAL I	\$ 100.00	/HOUR
CLERICAL II	\$ 94.00	/HOUR
CLERICAL III	\$ 82.00	/HOUR
MILEAGE EXPENSES	CURRENT IRS STANDARD RATE ACTUAL COST	

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**

**AN ORDINANCE AMENDING THE CHARLES CITY CODE OF ORDINANCES SECTION 159.03 – REGISTRATION OF RENTAL PROPERTIES; SECTION 159.05 – CONSENT TO INSPECTION; AND SECTION 159.06, INSPECTION OF RENTAL PROPERTY, SUBSECTION 3 – INSPECTION RENEWAL AND SUBSECTION 5 – REGISTRATION OF NEW RENTAL UNITS, TO AMEND THE DATE BY WHICH AN OWNER MUST REGISTER THE OWNER’S RENTAL PROPERTY, TO AMEND THE REQUIREMENTS REGARDING CONSENT TO AN INSPECTION, TO AMEND INSPECTION REQUIREMENTS TO REQUIRE INSPECTIONS ON FIVE YEAR CYCLES; AND TO AMEND THE EXPIRATION DATE FOR NEW RENTAL UNITS**

**BE IT ENACTED** by the City Council of the City of Charles City, Iowa:

**SECTION 1. Amended Section. SECTION 159.03 REGISTRATION OF RENTAL PROPERTIES** is hereby amended to read as follows:

**159.03 REGISTRATION OF RENTAL PROPERTIES.** The owner of a rental property is required to register the owner’s rental property with the City by filing a completed registration form (as provided by the City) with the City Clerk within thirty (30) days of the dwelling becoming a rental property, accompanied by a fee for each dwelling or dwelling unit described in the registration form and in an amount as established from time to time by the City Council by appropriate resolution. Each owner must thereafter renew its registration annually by filing a completed registration form (as provided by the City) with the City Clerk on or before December 31, accompanied by payment of the fee as described above. Registration forms shall be available at the office of the City Clerk during regular business hours.

**SECTION 2. Amended Section. SECTION 159.05 CONSENT TO INSPECTION** is hereby amended to read as follows:

**159.05 CONSENT TO INSPECTION.** By filing a registration form with the City, the owner acknowledges that the rental property is subject to inspection for the purpose of determining compliance with the property standards set forth in Chapter 159 and that inspections may be required as a condition of issuance, renewal, or continued validity of registration as a rental property. The owner shall be responsible for ensuring that the City is provided with lawful access to the rental property for inspection purposes. For occupied dwellings, interior inspections shall be conducted with the consent of the tenant in lawful possession, pursuant to a valid administrative warrant, or as otherwise permitted by law. If consent is refused or not obtained after reasonable efforts by the City, the City may seek an administrative inspection warrant as permitted by law. The inability to complete an inspection due to lack of access may result in denial, suspension, or nonrenewal of a rental permit, provided that no tenant or owners shall be penalized solely for exercising the right to refuse consent to an inspection.

**SECTION 3. Amended Subsections. SECTION 159.06 INSPECTION OF RENTAL PROPERTY, Subsection 3 – Inspection Renewal, and Subsection 5 – Registration of New Rental Units,** are hereby amended to read as follows:

**159.06 INSPECTION OF RENTAL PROPERTY.**

3. Inspection Renewal. Rental units that remain continuously registered with the City shall be inspected on a five-year cycle, except as follows:

A. Inspection shall be made upon complaint as provided by §159.08.

B. When a previously registered dwelling unit is no longer a rental property and has not been registered as a rental unit for any period of time, then at such time that the property again becomes a rental property and is registered as such, an inspection shall be made within the year following the date of registration and the five-year cycle of inspection shall begin from the date of such registration.

.....

5. Registration of New Rental Units. Newly constructed rental properties and existing dwelling units that become rental properties during the year shall, upon registration, be permitted to utilize the property as a rental property until the subsequent December 31, on which date the property must again be registered as a rental property as provided by this chapter. Owners of such newly constructed rental properties and dwelling units that are converted to rental properties during the year will be charged a prorated fee for the period from the date of registration until the subsequent December 31 expiration date.

**SECTION 4. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 5. Severability.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 6. When Effective.** Section 1 of this Ordinance shall be effective for all rental registration renewals issued from and after October 31, 2026, and from and after final passage, approval, and publication as provided by law. The remainder of this Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
Dean Andrews, Mayor

ATTEST:

\_\_\_\_\_

Brittney Lentz, City Clerk

As certified, the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

**MEETING DATE: 01/14/26**

## **AGENDA ITEM SUMMARY**

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**Subject: Plan for Future Engineering Services**

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**Background Summary: Trout**

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

To address this transition, staff evaluated alternatives for maintaining consistent access to engineering expertise and recommends a private engineering firm be retained on a retainer basis to provide general municipal engineering services. Under this model, the firm would serve as the City's primary engineering resource, offering a level of service comparable to that historically provided by a City Engineer while allowing flexibility in staffing and expertise.

Crawford Engineering & Surveying, Inc. has submitted a proposal to provide municipal engineering services to the City under a professional services agreement. Under the proposed agreement, the firm would serve as the City's designated municipal engineer, providing consulting 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 provides for the preparation of separate, project-specific engineering agreements as needed for individual capital projects.

The proposed agreement includes a monthly retainer fee based on an estimated level of service, providing predictable costs and consistent access to engineering expertise during and following the transition. Staff also received an alternative proposal for engineering services; however, that proposal was not advanced because it did not align with the monthly retainer-based service model being proposed.

This agenda item is intended to present the proposed approach for future engineering services and the associated professional services agreement for City Council consideration.

# 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.

# MUNICIPAL ENGINEERING SERVICES



Crawford Engineering & Surveying has over 40 years serving public agencies, and has the skill set and experience to complete any City Engineering need. Our philosophy is centered around being an extension of your staff, to continue bringing high quality services to your community. We can provide solutions that best fit your needs and keep your community thriving. In collaboration with other city departments, committees, and planning stakeholders, we can help plan and implement projects of any size. From spot intake or manhole repairs to multi-phase construction projects, Crawford Engineering & Surveying can help you serve your constituents with trusted solutions.



## General Engineering

- Community and Infrastructure Planning
- Funding Assistance
- Utility / Railroad coordination
- Design Standards & Details review

## Municipal Engineering

- Site Development Plat & Plan Review
- Maintenance or Expansion of Public Infrastructure
- Technical Assistance to City Council & Planning Committees
- Representation on area technical committees (RPAs / COGs)
- Water Distribution Services
- Sewer Collection System Services
- GIS Asset Management
- Stormwater Management, Analysis, & Review
- Water Resources Services

## Current or Previous Contracts

- City of Hampton, Iowa
- City of Independence, Iowa
- City of Aurora, Iowa
- City of Pleasant Hill, Iowa
- City of Story City, Iowa
- City of Carlisle, Iowa
- City of Belmond, Iowa
- City of Greenwood, Missouri
- City of Keystone, Iowa
- City of Oelwein, Iowa

## Traffic & Transportation Engineering

- Traffic Counts
- Speed Studies
- Traffic Signal Warrant Review
- Trip Generation / Traffic Projection Review
- Roadway Capacity Review
- Work Zone Safety Review
- Sidewalk / ADA Ramp Compliance Review
- Bike Path Planning & Design Review
- Pavement Management Program



## Areas of Expertise



### Municipal Infrastructure

- Water Distribution
- Sewer Collection
- Storm Water Management



### Surveying

- Legal Surveys
- Topographical Surveys
- Construction Staking



### GIS

- Utility Asset Management
- Pavement Condition Ratings



### Transportation & Traffic

- Traffic Forecasting
- Roadway Design
- Shared Use Trails



### Land Development

- Residential Development
- Commercial Development



### Funding Administration

- State & Federal Grants / Loans

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Personnel Cost Distributions**

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**Background Summary: Trout**

City staff periodically reviews how employee compensation and benefits are allocated across City funds to ensure costs are assigned in a manner that reflects the actual distribution of employee duties and the services provided to each fund.

The attached schedules illustrate current and proposed salary and benefit allocation percentages for City positions across the General Fund, Road Use Tax Fund, Water, Sewer, Waste Collection, Stormwater, and related funds, including a potential TIF Administrative Assistance Fund. These schedules do not include all City positions, but only those positions that currently have a split cost allocation configuration. These allocations are based on the proportion of time employees spend performing work attributable to each fund.

The proposed allocation updates reflect changes in job responsibilities, operational needs, and organizational structure, including anticipated adjustments related to the proposed Development Services Director position. The updated allocations also incorporate shifts to more accurately assign personnel costs to enterprise funds that directly benefit from those services.

Updating compensation splits helps ensure compliance with accounting best practices, improves transparency in fund accounting, and supports accurate budgeting for each fund. This agenda item is intended to provide information and allow Council to review how personnel costs are distributed across City operations.

SALARY SPLITS - FY26 (CURRENT)								BENEFIT SPLITS - FY26 (CURRENT)					
EMPLOYEE	GF	RUT	WTR	SWR	WASTE	STW	TOTAL	BENE. LEVY	WTR	SWR	WASTE	STW	TOTAL
Tyler T - City Administrator	42%	16%	20%	20%	1%	1%	100%	58%	20%	20%	1%	1%	100%
SALARY	\$ 50,400.00	\$ 19,200.00	\$ 24,000.00	\$ 24,000.00	\$ 1,200.00	\$ 1,200.00	\$ 120,000.00	\$ 1,160.00	\$ 400.00	\$ 400.00	\$ 20.00	\$ 20.00	\$ 2,000.00
Anthony S - Street Superintendent	7%	63%	0%	18%	6%	6%	100%	70%	0%	18%	6%	6%	100%
SALARY	\$ 5,227.25	\$ 47,045.25	\$ -	\$ 13,441.50	\$ 4,480.50	\$ 4,480.50	\$ 74,675.00	\$ 1,400.00	\$ -	\$ 360.00	\$ 120.00	\$ 120.00	\$ 2,000.00
Cory S - Water Superintendent	0%	32%	50%	7%	6%	5%	100%	32%	50%	7%	6%	5%	100%
SALARY	\$ -	\$ 31,641.60	\$ 49,440.00	\$ 6,921.60	\$ 5,932.80	\$ 4,944.00	\$ 98,880.00	\$ -	\$ 1,000.00	\$ 140.00	\$ 120.00	\$ 100.00	\$ 2,000.00
Brittney L - City Clerk	84%	4%	6%	4%	1%	1%	100%	88%	6%	4%	1%	1%	100%
SALARY	\$ 65,520.00	\$ 3,120.00	\$ 4,680.00	\$ 3,120.00	\$ 780.00	\$ 780.00	\$ 78,000.00	\$ 1,760.00	\$ 120.00	\$ 80.00	\$ 20.00	\$ 20.00	\$ 2,000.00
Virginia T - Deputy City Clerk	66%	4%	15%	12%	1%	2%	100%	70%	15%	12%	1%	2%	100%
SALARY	\$ 43,806.18	\$ 2,654.92	\$ 9,955.95	\$ 7,964.76	\$ 663.73	\$ 1,327.46	\$ 66,373.00	\$ 1,400.00	\$ 300.00	\$ 240.00	\$ 20.00	\$ 40.00	\$ 2,000.00
Elizabeth Y - Utility Billing Clerk	33%	4%	32%	26%	2%	3%	100%	37%	32%	26%	2%	3%	100%
SALARY	\$ 16,432.35	\$ 1,991.80	\$ 15,934.40	\$ 12,946.70	\$ 995.90	\$ 1,493.85	\$ 49,795.00	\$ 740.00	\$ 640.00	\$ 520.00	\$ 40.00	\$ 60.00	\$ 2,000.00
Madison C - Accts Payable Clerk	54%	3%	31%	10%	1%	1%	100%	57%	31%	10%	1%	1%	100%
SALARY	\$ 24,148.80	\$ 1,341.60	\$ 13,863.20	\$ 4,472.00	\$ 447.20	\$ 447.20	\$ 44,720.00	\$ 1,140.00	\$ 620.00	\$ 200.00	\$ 20.00	\$ 20.00	\$ 2,000.00
Richard J - Code Enforcement	100%	0%	0%	0%	0%	0%	100%	100%	0%	0%	0%	0%	100%
SALARY	\$ 53,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Hunter O - Code Enforcement	100%	0%	0%	0%	0%	0%	100%	100%	0%	0%	0%	0%	100%
SALARY	\$ 51,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
John F - City Engineer	35%	40%	10%	10%	0%	5%	100%	75%	10%	10%	0%	5%	100%
SALARY	\$ 40,160.75	\$ 45,898.00	\$ 11,474.50	\$ 11,474.50	\$ -	\$ 5,737.25	\$ 114,745.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ -	\$ 100.00	\$ 2,000.00
Street Employees	0%	70%	0%	18%	6%	6%	100%	70%	0%	18%	6%	6%	100%
SALARY	\$ -	\$ 358,563.80	\$ -	\$ 92,202.12	\$ 30,734.04	\$ 30,734.04	\$ 512,234.00	\$ 8,400.00	\$ -	\$ 2,160.00	\$ 720.00	\$ 720.00	\$ 12,000.00
<b>TOTAL AMOUNT PER FUND (\$)</b>	<b>\$ 349,695.33</b>	<b>\$ 511,456.97</b>	<b>\$ 129,348.05</b>	<b>\$ 176,543.18</b>	<b>\$ 45,234.17</b>	<b>\$ 51,144.30</b>	<b>\$ 1,263,422.00</b>	<b>\$ 21,500.00</b>	<b>\$ 3,280.00</b>	<b>\$ 4,300.00</b>	<b>\$ 1,080.00</b>	<b>\$ 1,200.00</b>	<b>\$ 32,000.00</b>

SALARY SPLITS - FY26 (PROPOSED)									BENEFIT SPLITS - FY26 (PROPOSED)						
EMPLOYEE	GF	RUT	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL	BENE. LEVY	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL
Tyler T - City Administrator	20%	10%	20%	20%	3%	10%	17%	100%	30%	20%	20%	3%	10%	17%	100%
SALARY	\$ 24,000.00	\$ 12,000.00	\$ 24,000.00	\$ 24,000.00	\$ 3,600.00	\$ 12,000.00	\$ 20,400.00	\$ 120,000.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 60.00	\$ 200.00	\$ 340.00	\$ 2,000.00
% CHANGE	-22%	-6%	0%	0%	2%	9%	N/A		-28%	0%	0%	2%	9%	N/A	
Anthony S - Street Superintendent	0%	50%	0%	20%	10%	20%	0%	100%	50%	0%	20%	10%	20%	0%	100%
SALARY	\$ -	\$ 37,337.50	\$ -	\$ 14,935.00	\$ 7,467.50	\$ 14,935.00	\$ -	\$ 74,675.00	\$ 1,000.00	\$ -	\$ 400.00	\$ 200.00	\$ 400.00	\$ -	\$ 2,000.00
% CHANGE	-7%	-13%	0%	2%	4%	14%	N/A		-20%	0%	2%	4%	14%	N/A	
Cory S - Water Superintendent	0%	0%	100%	0%	0%	0%	0%	100%	0%	100%	0%	0%	0%	0%	100%
SALARY	\$ -	\$ -	\$ 98,880.00	\$ -	\$ -	\$ -	\$ -	\$ 98,880.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
% CHANGE	0%	-32%	50%	-7%	-6%	-5%	N/A		-50%	94%	-5%	-100%	0%	N/A	
Brittney L - City Clerk	30%	5%	20%	20%	10%	10%	5%	100%	35%	20%	20%	10%	10%	5%	100%
SALARY	\$ 23,400.00	\$ 3,900.00	\$ 15,600.00	\$ 15,600.00	\$ 7,800.00	\$ 7,800.00	\$ 3,900.00	\$ 78,000.00	\$ 700.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 2,000.00
% CHANGE	-54%	1%	14%	16%	9%	9%	N/A		-53%	14%	16%	9%	9%	N/A	
Virginia T - Deputy City Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 16,593.25	\$ 13,274.60	\$ 15,929.52	\$ 15,929.52	\$ 1,327.46	\$ 3,318.65	\$ -	\$ 66,373.00	\$ 900.00	\$ 480.00	\$ 480.00	\$ 40.00	\$ 100.00	\$ -	\$ 2,000.00
% CHANGE	-41%	16%	9%	12%	1%	3%	N/A		-25%	9%	12%	1%	3%	N/A	
Elizabeth Y - Utility Billing Clerk	0%	0%	33%	33%	4%	30%	0%	100%	0%	33%	33%	4%	30%	0%	100%
SALARY	\$ -	\$ -	\$ 16,432.35	\$ 16,432.35	\$ 1,991.80	\$ 14,938.50	\$ -	\$ 49,795.00	\$ -	\$ 660.00	\$ 660.00	\$ 80.00	\$ 600.00	\$ -	\$ 2,000.00
% CHANGE	-33%	-4%	1%	7%	2%	27%	N/A		-37%	1%	7%	2%	27%	N/A	
Madison C - Accts Payable Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 11,180.00	\$ 8,944.00	\$ 10,732.80	\$ 10,732.80	\$ 894.40	\$ 2,236.00	\$ -	\$ 44,720.00	\$ 900.00	\$ 480.00	\$ 480.00	\$ 40.00	\$ 100.00	\$ -	\$ 2,000.00
% CHANGE	-29%	17%	-7%	14%	1%	4%	N/A		-12%	-7%	14%	1%	4%	N/A	
Richard J - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 47,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300.00	\$ 53,000.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 2,000.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
Hunter O - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 45,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100.00	\$ 51,000.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 2,000.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
? - Development Services Director*	30%	15%	15%	15%	0%	10%	15%	100%	45%	15%	15%	0%	10%	15%	100%
SALARY	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 10,000.00	\$ 15,000.00	\$ 100,000.00	\$ 900.00	\$ 300.00	\$ 300.00	\$ -	\$ 200.00	\$ 300.00	\$ 2,000.00
% CHANGE	-5%	-25%	5%	5%	0%	5%	N/A		-30%	5%	5%	0%	5%	N/A	
Street Employees	0%	50%	0%	20%	5%	25%	0%	100%	50%	0%	20%	5%	25%	0%	100%
SALARY	\$ -	\$ 256,117.00	\$ -	\$ 102,446.80	\$ 25,611.70	\$ 128,058.50	\$ -	\$ 512,234.00	\$ 6,000.00	\$ -	\$ 2,400.00	\$ 600.00	\$ 3,000.00	\$ -	\$ 12,000.00
% CHANGE	0%	-20%	0%	2%	-1%	19%	0%		-20%	0%	2%	-1%	19%	N/A	
TOTAL AMOUNT PER FUND (\$)	\$ 198,773.25	\$ 346,573.10	\$ 196,574.67	\$ 215,076.47	\$ 48,692.86	\$ 193,286.65	\$ 49,700.00	\$ 1,248,677.00	\$ 14,600.00	\$ 4,720.00	\$ 5,520.00	\$ 1,220.00	\$ 4,800.00	\$ 1,140.00	\$ 32,000.00
INCREASE/DECREASE OVER CURRENT	\$ (150,922.08)	\$ (164,883.87)	\$ 67,226.62	\$ 38,533.29	\$ 3,458.69	\$ 142,142.35	N/A		\$ (6,900.00)	\$ 1,440.00	\$ 1,220.00	\$ 140.00	\$ 3,600.00	N/A	
% CHANGE FROM CURRENT	-43%	-32%	52%	22%	8%	278%	N/A		-32%	44%	28%	13%	84%	N/A	

SALARY SPLITS - FY27 (PROPOSED)									SALARY SPLITS - FY27 (PROPOSED)						
EMPLOYEE	GF	RUT	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL	BENE. LEVY	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL
Tyler T - City Administrator	20%	10%	20%	20%	3%	10%	17%	100%	30%	20%	20%	3%	10%	17%	100%
SALARY	\$ 29,000.00	\$ 14,500.00	\$ 29,000.00	\$ 29,000.00	\$ 4,350.00	\$ 14,500.00	\$ 24,650.00	\$ 145,000.00	\$ 615.00	\$ 410.00	\$ 410.00	\$ 61.50	\$ 205.00	\$ 348.50	\$ 2,050.00
% CHANGE	-22%	-6%	0%	0%	2%	9%	N/A		-28%	0%	0%	2%	9%	N/A	
Anthony S - Street Superintendent	0%	50%	0%	20%	10%	20%	0%	100%	50%	0%	20%	10%	20%	0%	100%
SALARY	\$ -	\$ 38,457.63	\$ -	\$ 15,383.05	\$ 7,691.53	\$ 15,383.05	\$ -	\$ 76,915.25	\$ 1,025.00	\$ -	\$ 410.00	\$ 205.00	\$ 410.00	\$ -	\$ 2,050.00
% CHANGE	-7%	-13%	0%	2%	4%	14%	N/A		-20%	0%	2%	4%	14%	N/A	
Cory S - Water Superintendent	0%	0%	100%	0%	0%	0%	0%	100%	0%	100%	0%	0%	0%	0%	100%
SALARY	\$ -	\$ -	\$ 101,846.40	\$ -	\$ -	\$ -	\$ -	\$ 101,846.40	\$ -	\$ 2,050.00	\$ -	\$ -	\$ -	\$ -	\$ 2,050.00
% CHANGE	0%	-32%	50%	-7%	-6%	-5%	N/A		-50%	94%	-5%	-100%	0%	N/A	
Brittney L - City Clerk	30%	5%	20%	20%	10%	10%	5%	100%	35%	20%	20%	10%	10%	5%	100%
SALARY	\$ 25,500.00	\$ 4,250.00	\$ 17,000.00	\$ 17,000.00	\$ 8,500.00	\$ 8,500.00	\$ 4,250.00	\$ 85,000.00	\$ 717.50	\$ 410.00	\$ 410.00	\$ 205.00	\$ 205.00	\$ 102.50	\$ 2,050.00
% CHANGE	-54%	1%	14%	16%	9%	9%	N/A		-53%	14%	16%	9%	9%	N/A	
Virginia T - Deputy City Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 17,091.05	\$ 13,672.84	\$ 16,407.41	\$ 16,407.41	\$ 1,367.28	\$ 3,418.21	\$ -	\$ 68,364.19	\$ 922.50	\$ 492.00	\$ 492.00	\$ 41.00	\$ 102.50	\$ -	\$ 2,050.00
% CHANGE	-41%	16%	9%	12%	1%	3%	N/A		-25%	9%	12%	1%	3%	N/A	
Elizabeth Y - Utility Billing Clerk	0%	0%	33%	33%	4%	30%	0%	100%	0%	33%	33%	4%	30%	0%	100%
SALARY	\$ -	\$ -	\$ 16,925.32	\$ 16,925.32	\$ 2,051.55	\$ 15,386.66	\$ -	\$ 51,288.85	\$ -	\$ 676.50	\$ 676.50	\$ 82.00	\$ 615.00	\$ -	\$ 2,050.00
% CHANGE	-33%	-4%	1%	7%	2%	27%	N/A		-37%	1%	7%	2%	27%	N/A	
Madison C - Accts Payable Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 11,515.40	\$ 9,212.32	\$ 11,054.78	\$ 11,054.78	\$ 921.23	\$ 2,303.08	\$ -	\$ 46,061.60	\$ 922.50	\$ 492.00	\$ 492.00	\$ 41.00	\$ 102.50	\$ -	\$ 2,050.00
% CHANGE	-29%	17%	-7%	14%	1%	4%	N/A		-12%	-7%	14%	1%	4%	N/A	
Richard J - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 49,131.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,459.00	\$ 54,590.00	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 2,050.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
Hunter O - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 47,277.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,253.00	\$ 52,530.00	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 2,050.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
? - Development Services Director*	30%	15%	15%	15%	0%	10%	15%	100%	45%	15%	15%	0%	10%	15%	100%
SALARY	\$ 30,900.00	\$ 15,450.00	\$ 15,450.00	\$ 15,450.00	\$ -	\$ 10,300.00	\$ 15,450.00	\$ 103,000.00	\$ 922.50	\$ 307.50	\$ 307.50	\$ -	\$ 205.00	\$ 307.50	\$ 2,050.00
% CHANGE	-5%	-25%	5%	5%	0%	5%	N/A		-30%	5%	5%	0%	5%	N/A	
Street Employees	0%	50%	0%	20%	5%	25%	0%	100%	50%	0%	20%	5%	25%	0%	100%
SALARY	\$ -	\$ 263,800.51	\$ -	\$ 105,520.20	\$ 26,380.05	\$ 131,900.26	\$ -	\$ 527,601.02	\$ 6,150.00	\$ -	\$ 2,460.00	\$ 615.00	\$ 3,075.00	\$ -	\$ 12,300.00
% CHANGE	0%	-20%	0%	2%	-1%	19%	0%		-20%	0%	2%	-1%	19%	N/A	
TOTAL AMOUNT PER FUND (\$)	\$ 210,414.45	\$ 359,343.29	\$ 207,683.91	\$ 226,740.76	\$ 51,261.65	\$ 201,691.25	\$ 55,062.00	\$ 1,312,197.31	\$ 14,965.00	\$ 4,838.00	\$ 5,658.00	\$ 1,250.50	\$ 4,920.00	\$ 1,168.50	\$ 32,800.00
INCREASE/DECREASE OVER FY26	\$ (139,280.88)	\$ (152,113.68)	\$ 78,335.86	\$ 50,197.58	\$ 6,027.48	\$ 150,546.95	N/A		\$ (6,900.00)	\$ 1,440.00	\$ 1,220.00	\$ 140.00	\$ 3,600.00	N/A	
% CHANGE FROM CURRENT	-40%	-30%	61%	28%	13%	294%	N/A		-32%	44%	28%	13%	84%	N/A	

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Personnel Cost Distributions**

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**Background Summary: Trout**

City staff periodically reviews how employee compensation and benefits are allocated across City funds to ensure costs are assigned in a manner that reflects the actual distribution of employee duties and the services provided to each fund.

The attached schedules illustrate current and proposed salary and benefit allocation percentages for City positions across the General Fund, Road Use Tax Fund, Water, Sewer, Waste Collection, Stormwater, and related funds, including a potential TIF Administrative Assistance Fund. These schedules do not include all City positions, but only those positions that currently have a split cost allocation configuration. These allocations are based on the proportion of time employees spend performing work attributable to each fund.

The proposed allocation updates reflect changes in job responsibilities, operational needs, and organizational structure, including anticipated adjustments related to the proposed Development Services Director position. The updated allocations also incorporate shifts to more accurately assign personnel costs to enterprise funds that directly benefit from those services.

Updating compensation splits helps ensure compliance with accounting best practices, improves transparency in fund accounting, and supports accurate budgeting for each fund. This agenda item is intended to provide information and allow Council to review how personnel costs are distributed across City operations.

SALARY SPLITS - FY26 (CURRENT)								BENEFIT SPLITS - FY26 (CURRENT)					
EMPLOYEE	GF	RUT	WTR	SWR	WASTE	STW	TOTAL	BENE. LEVY	WTR	SWR	WASTE	STW	TOTAL
Tyler T - City Administrator	42%	16%	20%	20%	1%	1%	100%	58%	20%	20%	1%	1%	100%
SALARY	\$ 50,400.00	\$ 19,200.00	\$ 24,000.00	\$ 24,000.00	\$ 1,200.00	\$ 1,200.00	\$ 120,000.00	\$ 1,160.00	\$ 400.00	\$ 400.00	\$ 20.00	\$ 20.00	\$ 2,000.00
Anthony S - Street Superintendent	7%	63%	0%	18%	6%	6%	100%	70%	0%	18%	6%	6%	100%
SALARY	\$ 5,227.25	\$ 47,045.25	\$ -	\$ 13,441.50	\$ 4,480.50	\$ 4,480.50	\$ 74,675.00	\$ 1,400.00	\$ -	\$ 360.00	\$ 120.00	\$ 120.00	\$ 2,000.00
Cory S - Water Superintendent	0%	32%	50%	7%	6%	5%	100%	32%	50%	7%	6%	5%	100%
SALARY	\$ -	\$ 31,641.60	\$ 49,440.00	\$ 6,921.60	\$ 5,932.80	\$ 4,944.00	\$ 98,880.00	\$ -	\$ 1,000.00	\$ 140.00	\$ 120.00	\$ 100.00	\$ 2,000.00
Brittney L - City Clerk	84%	4%	6%	4%	1%	1%	100%	88%	6%	4%	1%	1%	100%
SALARY	\$ 65,520.00	\$ 3,120.00	\$ 4,680.00	\$ 3,120.00	\$ 780.00	\$ 780.00	\$ 78,000.00	\$ 1,760.00	\$ 120.00	\$ 80.00	\$ 20.00	\$ 20.00	\$ 2,000.00
Virginia T - Deputy City Clerk	66%	4%	15%	12%	1%	2%	100%	70%	15%	12%	1%	2%	100%
SALARY	\$ 43,806.18	\$ 2,654.92	\$ 9,955.95	\$ 7,964.76	\$ 663.73	\$ 1,327.46	\$ 66,373.00	\$ 1,400.00	\$ 300.00	\$ 240.00	\$ 20.00	\$ 40.00	\$ 2,000.00
Elizabeth Y - Utility Billing Clerk	33%	4%	32%	26%	2%	3%	100%	37%	32%	26%	2%	3%	100%
SALARY	\$ 16,432.35	\$ 1,991.80	\$ 15,934.40	\$ 12,946.70	\$ 995.90	\$ 1,493.85	\$ 49,795.00	\$ 740.00	\$ 640.00	\$ 520.00	\$ 40.00	\$ 60.00	\$ 2,000.00
Madison C - Accts Payable Clerk	54%	3%	31%	10%	1%	1%	100%	57%	31%	10%	1%	1%	100%
SALARY	\$ 24,148.80	\$ 1,341.60	\$ 13,863.20	\$ 4,472.00	\$ 447.20	\$ 447.20	\$ 44,720.00	\$ 1,140.00	\$ 620.00	\$ 200.00	\$ 20.00	\$ 20.00	\$ 2,000.00
Richard J - Code Enforcement	100%	0%	0%	0%	0%	0%	100%	100%	0%	0%	0%	0%	100%
SALARY	\$ 53,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Hunter O - Code Enforcement	100%	0%	0%	0%	0%	0%	100%	100%	0%	0%	0%	0%	100%
SALARY	\$ 51,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
John F - City Engineer	35%	40%	10%	10%	0%	5%	100%	75%	10%	10%	0%	5%	100%
SALARY	\$ 40,160.75	\$ 45,898.00	\$ 11,474.50	\$ 11,474.50	\$ -	\$ 5,737.25	\$ 114,745.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ -	\$ 100.00	\$ 2,000.00
Street Employees	0%	70%	0%	18%	6%	6%	100%	70%	0%	18%	6%	6%	100%
SALARY	\$ -	\$ 358,563.80	\$ -	\$ 92,202.12	\$ 30,734.04	\$ 30,734.04	\$ 512,234.00	\$ 8,400.00	\$ -	\$ 2,160.00	\$ 720.00	\$ 720.00	\$ 12,000.00
<b>TOTAL AMOUNT PER FUND (\$)</b>	<b>\$ 349,695.33</b>	<b>\$ 511,456.97</b>	<b>\$ 129,348.05</b>	<b>\$ 176,543.18</b>	<b>\$ 45,234.17</b>	<b>\$ 51,144.30</b>	<b>\$ 1,263,422.00</b>	<b>\$ 21,500.00</b>	<b>\$ 3,280.00</b>	<b>\$ 4,300.00</b>	<b>\$ 1,080.00</b>	<b>\$ 1,200.00</b>	<b>\$ 32,000.00</b>

SALARY SPLITS - FY26 (PROPOSED)									BENEFIT SPLITS - FY26 (PROPOSED)						
EMPLOYEE	GF	RUT	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL	BENE. LEVY	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL
Tyler T - City Administrator	20%	10%	20%	20%	3%	10%	17%	100%	30%	20%	20%	3%	10%	17%	100%
SALARY	\$ 24,000.00	\$ 12,000.00	\$ 24,000.00	\$ 24,000.00	\$ 3,600.00	\$ 12,000.00	\$ 20,400.00	\$ 120,000.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 60.00	\$ 200.00	\$ 340.00	\$ 2,000.00
% CHANGE	-22%	-6%	0%	0%	2%	9%	N/A		-28%	0%	0%	2%	9%	N/A	
Anthony S - Street Superintendent	0%	50%	0%	20%	10%	20%	0%	100%	50%	0%	20%	10%	20%	0%	100%
SALARY	\$ -	\$ 37,337.50	\$ -	\$ 14,935.00	\$ 7,467.50	\$ 14,935.00	\$ -	\$ 74,675.00	\$ 1,000.00	\$ -	\$ 400.00	\$ 200.00	\$ 400.00	\$ -	\$ 2,000.00
% CHANGE	-7%	-13%	0%	2%	4%	14%	N/A		-20%	0%	2%	4%	14%	N/A	
Cory S - Water Superintendent	0%	0%	100%	0%	0%	0%	0%	100%	0%	100%	0%	0%	0%	0%	100%
SALARY	\$ -	\$ -	\$ 98,880.00	\$ -	\$ -	\$ -	\$ -	\$ 98,880.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
% CHANGE	0%	-32%	50%	-7%	-6%	-5%	N/A		-50%	94%	-5%	-100%	0%	N/A	
Brittney L - City Clerk	30%	5%	20%	20%	10%	10%	5%	100%	35%	20%	20%	10%	10%	5%	100%
SALARY	\$ 23,400.00	\$ 3,900.00	\$ 15,600.00	\$ 15,600.00	\$ 7,800.00	\$ 7,800.00	\$ 3,900.00	\$ 78,000.00	\$ 700.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 2,000.00
% CHANGE	-54%	1%	14%	16%	9%	9%	N/A		-53%	14%	16%	9%	9%	N/A	
Virginia T - Deputy City Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 16,593.25	\$ 13,274.60	\$ 15,929.52	\$ 15,929.52	\$ 1,327.46	\$ 3,318.65	\$ -	\$ 66,373.00	\$ 900.00	\$ 480.00	\$ 480.00	\$ 40.00	\$ 100.00	\$ -	\$ 2,000.00
% CHANGE	-41%	16%	9%	12%	1%	3%	N/A		-25%	9%	12%	1%	3%	N/A	
Elizabeth Y - Utility Billing Clerk	0%	0%	33%	33%	4%	30%	0%	100%	0%	33%	33%	4%	30%	0%	100%
SALARY	\$ -	\$ -	\$ 16,432.35	\$ 16,432.35	\$ 1,991.80	\$ 14,938.50	\$ -	\$ 49,795.00	\$ -	\$ 660.00	\$ 660.00	\$ 80.00	\$ 600.00	\$ -	\$ 2,000.00
% CHANGE	-33%	-4%	1%	7%	2%	27%	N/A		-37%	1%	7%	2%	27%	N/A	
Madison C - Accts Payable Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 11,180.00	\$ 8,944.00	\$ 10,732.80	\$ 10,732.80	\$ 894.40	\$ 2,236.00	\$ -	\$ 44,720.00	\$ 900.00	\$ 480.00	\$ 480.00	\$ 40.00	\$ 100.00	\$ -	\$ 2,000.00
% CHANGE	-29%	17%	-7%	14%	1%	4%	N/A		-12%	-7%	14%	1%	4%	N/A	
Richard J - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 47,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300.00	\$ 53,000.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 2,000.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
Hunter O - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 45,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100.00	\$ 51,000.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 2,000.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
? - Development Services Director*	30%	15%	15%	15%	0%	10%	15%	100%	45%	15%	15%	0%	10%	15%	100%
SALARY	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 10,000.00	\$ 15,000.00	\$ 100,000.00	\$ 900.00	\$ 300.00	\$ 300.00	\$ -	\$ 200.00	\$ 300.00	\$ 2,000.00
% CHANGE	-5%	-25%	5%	5%	0%	5%	N/A		-30%	5%	5%	0%	5%	N/A	
Street Employees	0%	50%	0%	20%	5%	25%	0%	100%	50%	0%	20%	5%	25%	0%	100%
SALARY	\$ -	\$ 256,117.00	\$ -	\$ 102,446.80	\$ 25,611.70	\$ 128,058.50	\$ -	\$ 512,234.00	\$ 6,000.00	\$ -	\$ 2,400.00	\$ 600.00	\$ 3,000.00	\$ -	\$ 12,000.00
% CHANGE	0%	-20%	0%	2%	-1%	19%	0%		-20%	0%	2%	-1%	19%	N/A	
TOTAL AMOUNT PER FUND (\$)	\$ 198,773.25	\$ 346,573.10	\$ 196,574.67	\$ 215,076.47	\$ 48,692.86	\$ 193,286.65	\$ 49,700.00	\$ 1,248,677.00	\$ 14,600.00	\$ 4,720.00	\$ 5,520.00	\$ 1,220.00	\$ 4,800.00	\$ 1,140.00	\$ 32,000.00
INCREASE/DECREASE OVER CURRENT	\$ (150,922.08)	\$ (164,883.87)	\$ 67,226.62	\$ 38,533.29	\$ 3,458.69	\$ 142,142.35	N/A		\$ (6,900.00)	\$ 1,440.00	\$ 1,220.00	\$ 140.00	\$ 3,600.00	N/A	
% CHANGE FROM CURRENT	-43%	-32%	52%	22%	8%	278%	N/A		-32%	44%	28%	13%	84%	N/A	

SALARY SPLITS - FY27 (PROPOSED)									SALARY SPLITS - FY27 (PROPOSED)						
EMPLOYEE	GF	RUT	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL	BENE. LEVY	WTR	SWR	WASTE	STW	TIF ADMIN*	TOTAL
Tyler T - City Administrator	20%	10%	20%	20%	3%	10%	17%	100%	30%	20%	20%	3%	10%	17%	100%
SALARY	\$ 29,000.00	\$ 14,500.00	\$ 29,000.00	\$ 29,000.00	\$ 4,350.00	\$ 14,500.00	\$ 24,650.00	\$ 145,000.00	\$ 615.00	\$ 410.00	\$ 410.00	\$ 61.50	\$ 205.00	\$ 348.50	\$ 2,050.00
% CHANGE	-22%	-6%	0%	0%	2%	9%	N/A		-28%	0%	0%	2%	9%	N/A	
Anthony S - Street Superintendent	0%	50%	0%	20%	10%	20%	0%	100%	50%	0%	20%	10%	20%	0%	100%
SALARY	\$ -	\$ 38,457.63	\$ -	\$ 15,383.05	\$ 7,691.53	\$ 15,383.05	\$ -	\$ 76,915.25	\$ 1,025.00	\$ -	\$ 410.00	\$ 205.00	\$ 410.00	\$ -	\$ 2,050.00
% CHANGE	-7%	-13%	0%	2%	4%	14%	N/A		-20%	0%	2%	4%	14%	N/A	
Cory S - Water Superintendent	0%	0%	100%	0%	0%	0%	0%	100%	0%	100%	0%	0%	0%	0%	100%
SALARY	\$ -	\$ -	\$ 101,846.40	\$ -	\$ -	\$ -	\$ -	\$ 101,846.40	\$ -	\$ 2,050.00	\$ -	\$ -	\$ -	\$ -	\$ 2,050.00
% CHANGE	0%	-32%	50%	-7%	-6%	-5%	N/A		-50%	94%	-5%	-100%	0%	N/A	
Brittney L - City Clerk	30%	5%	20%	20%	10%	10%	5%	100%	35%	20%	20%	10%	10%	5%	100%
SALARY	\$ 25,500.00	\$ 4,250.00	\$ 17,000.00	\$ 17,000.00	\$ 8,500.00	\$ 8,500.00	\$ 4,250.00	\$ 85,000.00	\$ 717.50	\$ 410.00	\$ 410.00	\$ 205.00	\$ 205.00	\$ 102.50	\$ 2,050.00
% CHANGE	-54%	1%	14%	16%	9%	9%	N/A		-53%	14%	16%	9%	9%	N/A	
Virginia T - Deputy City Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 17,091.05	\$ 13,672.84	\$ 16,407.41	\$ 16,407.41	\$ 1,367.28	\$ 3,418.21	\$ -	\$ 68,364.19	\$ 922.50	\$ 492.00	\$ 492.00	\$ 41.00	\$ 102.50	\$ -	\$ 2,050.00
% CHANGE	-41%	16%	9%	12%	1%	3%	N/A		-25%	9%	12%	1%	3%	N/A	
Elizabeth Y - Utility Billing Clerk	0%	0%	33%	33%	4%	30%	0%	100%	0%	33%	33%	4%	30%	0%	100%
SALARY	\$ -	\$ -	\$ 16,925.32	\$ 16,925.32	\$ 2,051.55	\$ 15,386.66	\$ -	\$ 51,288.85	\$ -	\$ 676.50	\$ 676.50	\$ 82.00	\$ 615.00	\$ -	\$ 2,050.00
% CHANGE	-33%	-4%	1%	7%	2%	27%	N/A		-37%	1%	7%	2%	27%	N/A	
Madison C - Accts Payable Clerk	25%	20%	24%	24%	2%	5%	0%	100%	45%	24%	24%	2%	5%	0%	100%
SALARY	\$ 11,515.40	\$ 9,212.32	\$ 11,054.78	\$ 11,054.78	\$ 921.23	\$ 2,303.08	\$ -	\$ 46,061.60	\$ 922.50	\$ 492.00	\$ 492.00	\$ 41.00	\$ 102.50	\$ -	\$ 2,050.00
% CHANGE	-29%	17%	-7%	14%	1%	4%	N/A		-12%	-7%	14%	1%	4%	N/A	
Richard J - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 49,131.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,459.00	\$ 54,590.00	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 2,050.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
Hunter O - Code Enforcement	90%	0%	0%	0%	0%	0%	10%	100%	90%	0%	0%	0%	0%	10%	100%
SALARY	\$ 47,277.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,253.00	\$ 52,530.00	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 2,050.00
% CHANGE	-10%	0%	0%	0%	0%	0%	N/A		-10%	0%	0%	0%	0%	N/A	
? - Development Services Director*	30%	15%	15%	15%	0%	10%	15%	100%	45%	15%	15%	0%	10%	15%	100%
SALARY	\$ 30,900.00	\$ 15,450.00	\$ 15,450.00	\$ 15,450.00	\$ -	\$ 10,300.00	\$ 15,450.00	\$ 103,000.00	\$ 922.50	\$ 307.50	\$ 307.50	\$ -	\$ 205.00	\$ 307.50	\$ 2,050.00
% CHANGE	-5%	-25%	5%	5%	0%	5%	N/A		-30%	5%	5%	0%	5%	N/A	
Street Employees	0%	50%	0%	20%	5%	25%	0%	100%	50%	0%	20%	5%	25%	0%	100%
SALARY	\$ -	\$ 263,800.51	\$ -	\$ 105,520.20	\$ 26,380.05	\$ 131,900.26	\$ -	\$ 527,601.02	\$ 6,150.00	\$ -	\$ 2,460.00	\$ 615.00	\$ 3,075.00	\$ -	\$ 12,300.00
% CHANGE	0%	-20%	0%	2%	-1%	19%	0%		-20%	0%	2%	-1%	19%	N/A	
TOTAL AMOUNT PER FUND (\$)	\$ 210,414.45	\$ 359,343.29	\$ 207,683.91	\$ 226,740.76	\$ 51,261.65	\$ 201,691.25	\$ 55,062.00	\$ 1,312,197.31	\$ 14,965.00	\$ 4,838.00	\$ 5,658.00	\$ 1,250.50	\$ 4,920.00	\$ 1,168.50	\$ 32,800.00
INCREASE/DECREASE OVER FY26	\$ (139,280.88)	\$ (152,113.68)	\$ 78,335.86	\$ 50,197.58	\$ 6,027.48	\$ 150,546.95	N/A		\$ (6,900.00)	\$ 1,440.00	\$ 1,220.00	\$ 140.00	\$ 3,600.00	N/A	
% CHANGE FROM CURRENT	-40%	-30%	61%	28%	13%	294%	N/A		-32%	44%	28%	13%	84%	N/A	

**MEETING DATE: 01/14/26**

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## **AGENDA ITEM SUMMARY**

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**Subject: Review of Boards, Commissions, and Committees Lists**

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**Background Summary: Trout**

The Mayor and City staff compiled and reviewed Council member preferences for appointments to the City's boards, commissions, and committees to develop a recommended slate of appointments.

The recommendation reflects Council member input and seeks to balance assignments across members while aligning interests and availability with the needs of each body. Council members' top preferences dispersed well across the various boards and committees, allowing for a balanced distribution of assignments without significant overlap.

This agenda item is intended to present the recommended appointments for Council consideration. Additional discussion by the City Council is required to finalize the list prior to making official appointments.

For ease of reference, a condensed summary of the recommended appointments is provided below:

- **Parks & Recreation Board:** Otto
- **Finance Committee:** Knighten, Lumley
- **E-9-1-1 Board:** Noah (Primary), Knighten (Alternate)
- **Joint Tourism Steering Committee (H/M):** Pittman, Knighten
- **Library Board:** Pittman
- **Personnel Committee:** Knighten, Noah
- **Cultural/Entertainment District Steering Committee:** Pittman
- **Floyd County Dispatch Advisory:** Noah (Primary), Otto (Alternate)
- **Floyd County Ambulance:** Noah
- **CCADC:** Lumley (Alternate)
- **Foster Grandparents Program:** Knighten
- **ADC Regional Housing Task Force:** Lumley (Alternate)
- **Airport Authority:** Otto
- **Floyd County Humane Society:** Otto
- **Planning & Zoning Commission:** Lumley
- **Property/Casualty Insurance Committee:** Lumley
- **Historic Preservation Commission:** Otto
- **Main Street Bridge Design Committee:** Pittman, Lumley

**COMMITTEES/BOARDS/COMMISSIONS**

<b>Name</b>	<b>Frequency</b>	<b>Date/Time</b>	<b>Seats</b>	<b>Position</b>	<b>Assignee(s)</b>
Parks & Rec	Monthly	3rd Wednesday @ 5 PM	1	Liaison	OTTO
Finance	As needed	TBD	2	Voting	KNIGHTEN / LUMLEY
E 9-1-1	Quarterly	2nd Thursday @ 6 PM	2	Voting (Primary & Alt)	NOAH (P) / KNIGHTEN (ALT)
Joint Tourism Steering (H/M)	Biannually	2nd Friday of the month	2	Voting	PITTMAN / KNIGHTEN
Library Board	Monthly	2nd Thursday @ 5:15 PM	1	Liaison	PITTMAN
Personnel	As needed	TBD	2	Voting	KNIGHTEN / NOAH
Cultural/Entertainment District Steering	Quarterly	4th Tuesday @ noon	1	Voting	PITTMAN
Floyd Co. Dispatch Advisory	Quarterly	2nd Thursday @ 6 PM	1	Voting (Primary & Alt)	NOAH (P) / OTTO (ALT)
Floyd Co. Ambulance	As needed	TBD	1	Voting	NOAH
CCADC	Monthly	4th Wednesday @ 4 PM	1	Voting (Alt)	LUMLEY
Foster Grandparents	2-3 X's per year	1st Wednesday of the month	1	Liaison	KNIGHTEN
ADC Regional Housing TF	As needed	TBD	1	Voting (Alt)	LUMLEY
Airport Authority	Monthly	3rd Wednesday @ 1 PM	1	Liaison	OTTO
Floyd Co. Humane Society	As needed	TBD	1	Liaison	OTTO
Planning & Zoning	As needed	1st Wednesday of the month	1	Liaison	LUMLEY
Property/Casualty Insurance	As needed	TBD	1	Voting	LUMLEY
Historic Preservation	Quarterly	Unspecified @ 4 PM	1	Liaison	OTTO
Main Street Bridge Design	Every 3 weeks (Feb-March)	TBD	2	Voting	PITTMAN / LUMLEY

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# BOARDS, COMMISSIONS AND ELECTED OFFICIALS

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## City of Charles City January 2026

**Mayor** (4 year term): Dean Andrews (12/31/2029)  
**Council Members** (4 year terms): Phillip Knighten (12/31/2027)  
Patrick Lumley (12/31/2029)  
Krista Noah (12/31/2029)  
Jeff Otto (12/31/2027)  
Phoebe Pittman (12/31/2027)  
**City Administrator:** Tyler Trout  
**City Clerk / Finance Director:** Brittney Lentz  
**City Attorney:** Brad Sloter

### **BOARD OF ADJUSTMENT:** 5 Year Terms

Alan Powell 1/1/2028  
Vacant 1/1/2029  
Michael Hammond 1/1/2026  
Steve Hubert 1/1/2030  
Bob Klobberdanz 1/1/2027

### **BUILDING TRADES ADVISORY BOARD:**

3 Year Terms

Mike Boss 1/1/2020  
Rick Cordes 1/1/2021  
Steve Hubert 1/1/2019  
Secretary – Code Enforcement Officer

### **BROAD BAND TELECOMMUNICATIONS**

#### **COMMISSION:** 5 Year Terms

Kelvin Keifer 1/1/2023  
Tad Barry 1/1/2024  
Lisa Soifer 1/1/2025  
Joshua Mack 1/1/2021  
Cady Mead 1/1/2022  
Dean Andrews Ex Officio  
Mark Wicks Ex Officio  
Vacant Ex Officio  
Justin DeVore Ex Officio  
Tyler Trout Ex Officio

#### **CIVIL SERVICE COMMISSION:**

4 Year Terms – expire 1<sup>st</sup> Monday in April  
Pete Klobberdanz 4/2026  
Mike Lidd 4/2025  
Becky Boerschel 4/2027

### **ELECTRICAL TRADE ADVISORY BOARD:**

3 year terms

Ed Hobert 1/1/2020  
Shawn Picht 1/1/2022  
Michael Roethler 1/1/2019  
Secretary – Code Enforcement Officer

### **FLOYD CO. AMBULANCE COMMISSION**

Jeff Crooks Rachel Conrad  
Dawnett Willis Mark Kuhn  
Keith Starr Sam Deverell  
Hugh Anderson Dawn Staudt – ex officio  
Phillip Knighten (alternate)

### **NORTH CEDAR AVIATION AUTHORITY**

2 appointed by city & 1 by county- 4 Year Terms  
Kip Hauser 4/1/2028  
Doug Kamm 4/1/2026  
Cathy McGregor 4/1/2024 (county)

Vacant-liaison

### **CHARLES CITY TELECOMMUNICATIONS**

#### **BOARD OF TRUSTEES**

Vacant 12/31/2021  
Dick Herbrechtsmeyer 12/31/2022  
Lydia Johnson 12/31/2023  
Jeff Marty, vice chair 12/31/2024  
Danny Wilson 12/31/2025

Vacant-liaison

Brittney Lentz – secretary

### **HISTORIC PRESERVATION COMMISSION:**

3 Year Terms

Michael Bauer 1/1/2027  
Christopher Anthony 1/1/2028  
Chuck Redenius 1/1/2027  
Larry Michehl 1/1/2026  
Chris Tonn 1/1/2027  
Jason Webster 1/1/2028  
McKenna Lloyd 1/1/2026  
Phoebe Pittman – liaison  
Mark Wicks – liaison

**HOUSING & REDEVELOPMENT**

**AUTHORITY BOARD OF**

**COMMISSIONERS: 2 Year Terms**

Joel Farnham 2/1/2026  
Brandon Franke 2/1/2026  
Jeremy Heyer 2/1/2027  
Linda Klemesrud 2/1/2027  
Jen Burton 2/1/2026  
Phillip Knighten – liaison

**LIBRARY BOARD: 3 Year Terms**

Stephanie Williams, VP 7/1/2028  
Scott Kendall 7/1/2028  
Jim Davis, Pres 7/1/2027  
Chris Hall 7/1/2026  
Cheryl Nootnagel, Sec 7/1/2026  
Terry Schmidt 7/1/2026  
Mike Scofield 7/1/2027  
Linda Lindaman 7/1/2027  
Rachel Mack 7/1/2028  
Krista Noah- liaison

**PARK & RECREATION BOARD:**

3 Year Terms

Sarah Barrett 1/1/2028  
Diane Meyer 1/1/2028  
Scott Nolte 1/1/2026  
Dana Sullivan 1/1/2026  
Chris Eldridge 1/1/2026  
Bob Klobberdanz 1/1/2027  
Cory Mutch 1/1/2027  
Phoebe Pittman – liaison

**PAVEMENT MANAGEMENT SYSTEM**

**ADVISORY BOARD**

Dean Andrews  
Tyler Trout  
John Fallis – Eng. Dept  
Tony Stonecypher – Street Dept  
Rick Noah - P & Z  
Vacant- (Bryan Ferris)  
Jim Sanner  
Dale Hoelt  
Vacant – liaison

**PLANNING & ZONING COMMISSION:**

3 Year Terms

Robin Macomber 1/1/2028  
Roy Schwickerath 1/1/2026  
Bruce Hovden 1/1/2028  
Rick Noah, chair 1/1/2026  
Jeff Titus 1/1/2026  
Emily Garden 1/1/2027  
Chuck LeMaster 1/1/2027  
Patrick Lumley – liaison

**PLUMBING/MECHANICAL ADVISORY**

**BOARD: 3 Year Terms**

Gary Mills 1/1/2020  
Rick Hockenson 1/1/2018  
Mick Gage 1/1/2019  
Secretary- Code Enforcement Officer

**TOURISM STEERING COMMITTEE**

Mark Wicks – Chair (does not vote)  
Carla Winterink – lodging representative  
Phoebe Pittman  
Phillip Knighten  
Sandi Barry– Chamber- general  
Emily Kiewel – Chamber- tourism  
Exofficio  
Tyler Trout  
Brittney Lentz  
Dean Andrews  
Jeff Otto  
Ginger Williams  
Doug Kamm

**UTILITY ADVISORY BOARD**

Dan Rimrod John Fallis  
Randy Brown Tony Stonecypher  
Jim Kamoss Cory Spieker  
Chuck LeMaster Hugh Anderson  
Ron Paullus-MidAm Sam Deverell

**FLOYD CO DISPATCH ADVISORY BOARD**

Krista Noah- Councilmember

**CEDAR VALLEY TRANSPORTATION**

**BOARD (CVTC)**

Barry Thede- Iowa DOT District Maintenance Mgr  
Adam Miller- Floyd County Engineer  
Brittney Lentz- Charles City City Clerk

**DEPARTMENT HEADS**

Hugh Anderson, Police Chief  
Sam Deverell, Fire Chief  
Cory Spieker, Water Superintendent  
Dan Rimrod, Wastewater Superintendent  
Tony Stonecypher, Street Superintendent  
Tyler Mitchell, Park & Recreation Director  
Annette Dean, Library Director  
Jennifer Lantz, Foster Grandparent Director  
John Fallis, City Engineer

**Mayor**

Dean Andrews  
715 2<sup>nd</sup> Ave.  
Charles City, Iowa 50616  
Home (641) 228-7694  
Email [mayor@cityofcharlescity.org](mailto:mayor@cityofcharlescity.org)

**Mayor Pro Tem****Council Member**

Patrick Lumley  
705 5<sup>th</sup> Avenue  
Charles City, Iowa 50616  
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Email: [plumleycccouncil@outlook.com](mailto:plumleycccouncil@outlook.com)

**Council Member**

Phoebe Pittman  
301 5<sup>th</sup> Avenue  
Charles City, Iowa 50616  
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Email [pittmancitycouncil@gmail.com](mailto:pittmancitycouncil@gmail.com)

**Council Member**

Krista Noah  
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Charles City, Iowa 50616  
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Regular council meetings are held the first and third Mondays at 6 p.m. in City Hall Council Chambers. Planning sessions are on the Wednesday of the alternate weeks from regular meetings.

**Council Member**

Phillip Knighten  
402 7<sup>th</sup> Avenue  
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(641) 330-9465  
Email: [phillipknighten@gmail.com](mailto:phillipknighten@gmail.com)

**Council Member**

Jeff Otto  
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**City Attorney**

Brad Sloter  
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Continued...

DEAN ANDREWS - JOINT TOURISM STEERING COMMITTEE(HOTEL/MOTEL) – EXOFFICIO  
ADC ASSET MANAGEMENT COMMITTEE  
ADC HOUSING COMMITTEE  
ADC JOBS POTENTIAL REVIEW  
JOINT ENTITY COMMITTEE  
REGION 2 RPA POLICY BOARD  
FMC DECAT PLANNING COMMITTEE  
FOCUS  
FLOYD COUNTY ASSESSOR'S CONFERENCE BOARD  
FLOYD COUNTY EMERGENCY MANAGEMENT COMMISSION  
CHARLES CITY AMBASSADORS  
ADC BOARD  
ADC PROPERTY SEARCH  
UPPER CEDAR RIVER WATERSHED MANAGEMENT COMMITTEE-ALTERNATE

JERRY JOERGER – FLOYD/MITCHELL/CHICKASAW LANDFILL BOARD