

City of Charles City City Council Agenda Council Chambers, City Hall

1. Meeting Date And Time

- A. January 21, 2026, At 6:00 P.m. City Council, Mayor, And City Staff Will Be Attending In Person In The Zastrow Room At The Public Library. The Public Can Attend In Person Or They Can Attend The Meeting Via Zoom.com: Meeting ID 787 065 8066. Phone Number To Call To Participate Via Telephone: 312-626-6799.

2. Call To Order

3. Citizen/Public Comments (Limited To 5 Minutes Per Comment)

An opportunity for citizens, groups or representatives or organizations to address the Governing Body on any issue which is not on the agenda

4. Mayor's Welcome

5. Consider Approval Of The Agenda

Discussion

Motion

6. Consider Approval Of The Minutes Of The January 5 & January 14 Meetings:

Discussion

Motion

7. Consider Approval Of The Consent Calendar

- A. Approval Of Class E Retail Alcohol License For MEHNDE Inc DbA Liquor Beer & Tobacco Outlet
- B. Approval Of Ownership Update For Columbus Club Inc
- C. Approve 12/25 Financials For Charles City & Public Employee Health Plan

Documents:

[12.2025 FINANCIALS_CC EMPLOYEE HEALTH PLAN.PDF](#)

- D. Payment Of Claims

Documents:

[CLAIMS REPORT 1.21.26.PDF](#)

8. Business Of The Mayor

- A. Proclamation For Catholic Schools Week: January 25-31

Documents:

[CATHOLIC SCHOOLS WEEK PROCLAMA.PDF](#)

B. Board, Commission, And Committee Appointments

Documents:

[AIS - BOARDS, COMMISSIONS, AND COMMITTEES REVIEW.PDF](#)

9. Petitions, Public Hearings, Communications, Awards And Requests

10. Ordinances, Resolutions, And Motions

- A. Consider First Reading Of Ordinance No. 1197 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

Discussion

Motion

Documents:

[ORD 1197 AMENDING RENTAL REGISTRATION PROVISIONS.PDF](#)

- B. Consider Resolution No. 01-26 APPROVING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CHARLES CITY, IOWA, AND SHORT ELLIOTT HENDRICKSON FOR UTILITY RATE REVIEW

Discussion

Motion

Documents:

[AIS - RES 01-26 UTILITY RATE REVIEW SEH.PDF](#)

- C. Consider Resolution No. 02-26 APPROVING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CHARLES CITY, IOWA, AND DIXON ENGINEERING, INC. FOR ANNUAL INSPECTIONS OF WATER STORAGE FACILITIES

Discussion

Motion

Documents:

[AIS - RES 02-26 WATER STORAGE INSPECTION CONTRACT_DIXON ENG.PDF](#)

D. Consider Resolution No. 03-26 REPLACEMENT OF LIME SLUDGE DISCHARGE PUMP #1 AT THE WATER TREATMENT PLANT

Discussion

Motion

Documents:

[AIS - RES 03-26 REPLACE LIME SLUDGE DISCHARGE PUMP 1.PDF](#)

E. Consider Resolution No. 04-26 ACCEPTING THE 2025 11TH STREET TO 13TH STREET TRAIL EXTENSION PROJECT AND AUTHORIZING FINAL PAYMENT

Discussion

Motion

Documents:

[AIS - RES 04-26 ACCEPTANCE OF 11TH STREET TO 13TH STREET TRAIL EXTENSION PROJECT.PDF](#)

F. Consider Resolution No. 05-26 ACCEPTING THE 2024 11TH AVENUE TRAIL EXTENSION PROJECT AND AUTHORIZING FINAL PAYMENT

Discussion

Motion

Documents:

[AIS - RES 05-26 ACCEPTANCE OF 11TH AVENUE TRAIL EXTENSION PROJECT.PDF](#)

G. Consider Resolution No. 06-26 ACCEPTING THE 2025 11TH STREET SIDEWALK PROJECT AND AUTHORIZING FINAL PAYMENT

Discussion

Motion

Documents:

[AIS - RES 06-26 ACCEPTANCE OF 11TH STREET SIDEWALK PROJECT.PDF](#)

H. Consider Resolution No. 07-26 ACCEPTING THE 2024 MAIN STREET REHABILITATION PROJECT AND AUTHORIZING FINAL PAYMENT

Discussion

Motion

Documents:

[AIS - RES 07-26 ACCEPTANCE OF MAIN STREET REHAB PROJECT.PDF](#)

- I. Consider Resolution No. 08-26 APPROVING THE ACQUISITION OF PERMANENT AND TEMPORARY EASEMENTS FOR THE 2026 RAILROAD PROJECTS

Discussion

Motion

Documents:

[AIS - RES 08-26 ACCEPTANCE OF PERM AND TEMP ESMTS FOR 2026 RR PROJECTS.PDF](#)

- J. Consider Resolution No. 09-26 APPROVING RESCISSION OF CERTIFIED SPECIAL ASSESSMENT

Discussion

Motion

Documents:

[RES 09-26 RESCISSION OF ASSESSMENT FOR 901 N MAIN.PDF](#)

- K. Consider Resolution No. 10-26 APPROVING MUNICIPAL DEED TO CBT RE HOLDINGS, INC.

Discussion

Motion

Documents:

[RES 10-26 APPROVING DEED QCD \(CBT RE HOLDINGS\).PDF](#)

- L. Consider Resolution No. 11-26 APPROVING THE FORMATION OF A DEVELOPMENT SERVICES DEPARTMENT AND UPDATING THE CITY'S ORGANIZATIONAL STRUCTURE

Discussion

Motion

Documents:

[AIS - RES 11-26 APPROVING DEVELOPMENT SERVICES DEPT ORG UPDATE.PDF](#)

- M. Consider Resolution No. 12-26 APPROVING PAYMENT REQUEST #11 FOR THE CITY

HALL/POLICE DEPARTMENT RENOVATION PROJECT

Discussion

Motion

Documents:

[AIS - RES 12-26 CITY HALL PD PARTIAL PAYMENT REQUESTS 11.PDF](#)

11. Other Business

- A. Miscellaneous Correspondence
- B. Attorney's Report
- C. City Clerk's Report
- D. City Administrator's Report
- E. Board, Commission or Committee Reports

12. Adjournment

TREASURER'S REPORT

CALENDAR 12/2025, FISCAL 6/2026

ACCOUNT TITLE		LAST MONTH END BALANCE	REVENUE	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	3,556,416.76	125,317.17	341,267.87	243.72	3,340,709.78
002	PETTY CASH	1,045.00	.00	.00	.00	1,045.00
003	DISPATCH	.00	.00	.00	.00	.00
004	K-9 UNIT	15,393.90	.00	.00	.00	15,393.90
005	POLICE SAFETY EDUCATIO	6,592.20	.00	.00	.00	6,592.20
007	PARK & REC C/I HOTEL/M	18,369.89	97.14	320.00	.00	18,147.03
009	COMMUNCIATION EQUIP FU	.00	.00	.00	.00	.00
010	HOTEL MOTEL TAX	173,108.36	26,248.72	.00	.00	199,357.08
030	NUISANCE ABATEMENT RES	78,602.50	.00	.00	.00	78,602.50
040	RAGBRAI	11,617.70	.00	.00	.00	11,617.70
050	POLICE PURCHASE RESERV	20,000.00	.00	.00	.00	20,000.00
051	FIRE PURCHASE RESERVE	95,000.00	.00	.00	.00	95,000.00
052	RIVERFRONT MAINT RESER	10,000.00	.00	.00	.00	10,000.00
053	PARK & REC PURCHASE RE	92,489.38	.00	.00	.00	92,489.38
054	ADMIN PURCHASE RESERVE	3,000.00	.00	.00	.00	3,000.00
070	HOUSING INITIATIVE	170,196.20	.00	.00	.00	170,196.20
099	PAYROLL CLEARING	.00	.00	.00	.00	.00
110	ROAD USE TAX	821,161.97	84,729.15	129,835.14	.00	776,055.98
112	EMPLOYEE BENEFITS	1,047,859.67	40,915.45	107,290.01	.00	981,485.11
113	CVTC OPERATING FUND	47,849.90	3,628.72	4,342.59	.00	47,136.03
119	EMERGENCY	.00	.00	.00	.00	.00
120	WPC FLOOD WAL	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	1,631,485.84	192,902.58	.00	.00	1,824,388.42
122	2013 FLOOD	.00	.00	.00	.00	.00
123	2016 FLOOD	.00	.00	.00	.00	.00
124	LMI Set a side	53,183.81	182.75	.00	.00	53,366.56
125	RIVERSIDE TIF	67,027.23	1,375.81	.00	.00	68,403.04
126	SW BYPASS TIF	529,765.25	1,186.93	287,468.42	.00	243,483.76
127	SOUTH GRAND TIF	226,094.71	1,637.94	25,862.97	.00	201,869.68
128	EAST PARK TIF	4,349.54	14.95	.00	.00	4,364.49
129	PARK AVENUE TIF	22,797.62	78.34	.00	.00	22,875.96
130	AMERICAN RESCUE FUND	1,257,559.63	4,321.30	.00	.00	1,261,880.93
131	STATE CARES	.00	.00	.00	.00	.00
160	CW REC TRAIL	.00	.00	.00	.00	.00
161	2024 FLOOD	44,166.41	.00	.00	.00	44,166.41
163	CEBA GRANT	.00	.00	.00	.00	.00
167	LIBRARY TRUST FUNDS	272,817.69	1,870.69	.00	.00	274,688.38
170	FGP ADVISORY	79,818.09	1,807.75	1,396.27	.00	80,229.57
171	FGP FEDERAL ADMINISTRA	15,735.90-	25,112.73	32,254.66	.00	22,877.83-
172	PUBLIC HOUSING SEC DEP	.00	.00	.00	.00	.00
173	PUBLIC HOUSING	.00	.00	.00	.00	.00
174	SECTION 8 VOUCHER	.00	.00	.00	.00	.00
175	HOUSING NON-RESTRICTED	.00	.00	.00	.00	.00
177	POLICE ASSET FORFEITUR	8,049.02	27.66	.00	.00	8,076.68
178	DWELLING STRUCTURE	.00	.00	.00	.00	.00
179	2012 REHAB GRANT	.00	.00	.00	.00	.00
189	2018 REHAB GRANT	.00	.00	.00	.00	.00
190	HOMEFIT PROJECT	.00	.00	.00	.00	.00
199	CABLE TV	185,354.52	636.93	.00	.00	185,991.45
200	DEBT SERVICE	480,273.39	14,679.22	27,464.99	.00	467,487.62
303	STREET RELATED C/I	150,048.68-	.00	.00	.00	150,048.68-
304	CLARK ST. ARBORETUM	.00	.00	.00	.00	.00
306	CLARK STREET TRAIL	.00	.00	.00	.00	.00

TREASURER'S REPORT

CALENDAR 12/2025, FISCAL 6/2026

ACCOUNT TITLE		LAST MONTH END BALANCE	REVENUE	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
314	LAW ENFORCEMENT GRANT	.00	.00	.00	.00	.00
316	05 S MAIN	.00	.00	.00	.00	.00
326	2016 CAPTIAL PROJECT	.00	.00	.00	.00	.00
327	2017 CAP PROJECT	.00	.00	.00	.00	.00
328	2018 CAPITAL FUND	.00	.00	.00	.00	.00
329	2019 CAPITAL FUND	.00	.00	.00	.00	.00
330	2020 CAPITAL FUND	.00	.00	.00	.00	.00
331	2021 CAPITAL FUND	.00	.00	.00	.00	.00
332	2022 CAPTIAL FUND	.00	.00	.00	.00	.00
333	2023 CAPITAL FUND	.00	.00	.00	.00	.00
334	2024 CAPTIAL FUND PROJ	.00	.00	.00	.00	.00
350	CAPITAL PROJECT-MCQUIL	.00	.00	.00	.00	.00
351	RCPP GRANT PROJECT	500.00	.00	.00	.00	500.00
352	CW BRIDGE/ROAD PROJECT	224,583.24	.00	.00	.00	224,583.24
353	FIBER TO HOME PROJECT	.00	.00	.00	.00	.00
354	SW INDUSTRIAL STORM WA	.00	.00	.00	.00	.00
355	IPC/SPONSORED PROJECT	53,087.12-	.00	.00	.00	53,087.12-
356	AVE OF SAINTS CERT SIT	.00	.00	.00	.00	.00
357	ARBORETUM PROJ-PHASE 2	63,965.56-	.00	.00	.00	63,965.56-
358	TREE REMOVE/REVITE PRO	298.00	1,100.00	.00	.00	1,398.00
359	CW BIKE TRAIL EXTENSIO	141,524.21-	.00	.00	.00	141,524.21-
360	CITY HALL/PED MALL PRO	684,920.73	.00	619,921.81	.00	64,998.92
361	POOL RENOVATION PROJEC	128,375.25	.00	.00	.00	128,375.25
362	MAIN STREET BRIDGE PRO	54,376.39-	.00	92.17	.00	54,468.56-
363	RR XING-N. GRAND AVE.	.00	.00	.00	.00	.00
364	RR XING-IOWA/LANE	.00	.00	.00	.00	.00
365	RR XING-BRACKETT	.00	.00	650.00	.00	650.00-
600	WATER	1,888,868.59	333,140.12	272,001.91	.00	1,950,006.80
601	WATER RESERVE FUND	69,417.00	.00	.00	.00	69,417.00
602	UTILITY IMPROVEMENTS P	.00	.00	.00	.00	.00
603	WATER METER DEPOSITS	55,215.06	1,440.00	2,325.08	.00	54,329.98
604	WATER LOOPING PROJECT	.00	.00	.00	.00	.00
605	CLEAR WELL PROJECT	16,089.61-	.00	.00	.00	16,089.61-
610	WATER RESOURCE RECOVER	906,241.11	165,848.14	224,177.41	.00	847,911.84
611	SEWER RESERVE FUND	59,678.49	.00	.00	.00	59,678.49
612	UV DISINFECTION PROJEC	.00	.00	.00	.00	.00
613	WWTP EXPANSION FUND	.00	.00	.00	.00	.00
670	WASTE FUND	187,723.05	76,872.78	68,581.76	.00	196,014.07
690	TRANSIT	9,982.24	19,176.02	37,198.67	.00	8,040.41-
740	STORM WATER	559,637.40	18,999.39	6,827.68	.00	571,809.11
741	FIRE EXTINGUISHER	20,193.21	162.40	80.00	.00	20,275.61
Report Total		15,332,252.08	1,143,510.78	2,189,359.41	243.72	14,286,647.17

REVENUE REPORT

CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	5,036,229.00	125,317.17	2,441,453.31	48.48	2,594,775.69
	PETTY CASH TOTAL	.00	.00	.00	.00	.00
	DISPATCH TOTAL	.00	.00	.00	.00	.00
	K-9 UNIT TOTAL	.00	.00	.00	.00	.00
	POLICE SAFETY EDUCATION TOTAL	2,000.00	.00	4,274.00	213.70	2,274.00-
	PARK & REC C/I HOTEL/MOTE TOTA	61,100.00	97.14	482.97	.79	60,617.03
	COMMUNCIATION EQUIP FUND TOTA	.00	.00	.00	.00	.00
	HOTEL MOTEL TAX TOTAL	157,000.00	26,248.72	99,158.12	63.16	57,841.88
	NUISANCE ABATEMENT RESERV TOTA	40,000.00	.00	.00	.00	40,000.00
	RAGBRAI TOTAL	.00	.00	.00	.00	.00
	POLICE PURCHASE RESERVE TOTAL	40,000.00	.00	.00	.00	40,000.00
	FIRE PURCHASE RESERVE TOTAL	.00	.00	.00	.00	.00
	RIVERFRONT MAINT RESERVE TOTA	15,000.00	.00	.00	.00	15,000.00
	PARK & REC PURCHASE RESER TOTA	30,614.00	.00	8,500.00	27.77	22,114.00
	ADMIN PURCHASE RESERVE TOTAL	.00	.00	.00	.00	.00
	HOUSING INITIATIVE TOTAL	.00	.00	.00	.00	.00
	ROAD USE TAX TOTAL	1,051,940.00	84,729.15	553,136.69	52.58	498,803.31

REVENUE REPORT

CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	EMPLOYEE BENEFITS TOTAL	1,308,713.00	40,915.45	756,929.34	57.84	551,783.66
	CVTC OPERATING FUND TOTAL	149,187.00	3,628.72	61,889.00	41.48	87,298.00
	EMERGENCY TOTAL	.00	.00	.00	.00	.00
	WPC FLOOD WAL TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	1,010,000.00	192,902.58	583,228.41	57.75	426,771.59
	2013 FLOOD TOTAL	.00	.00	.00	.00	.00
	2016 FLOOD TOTAL	.00	.00	.00	.00	.00
	LMI Set a side TOTAL	17,095.00	182.75	1,218.50	7.13	15,876.50
	RIVERSIDE TIF TOTAL	69,387.00	1,375.81	36,069.06	51.98	33,317.94
	SW BYPASS TIF TOTAL	559,431.00	1,186.93	420,240.02	75.12	139,190.98
	SOUTH GRAND TIF TOTAL	389,645.00	1,637.94	200,048.93	51.34	189,596.07
	EAST PARK TIF TOTAL	175.00	14.95	99.66	56.95	75.34
	PARK AVENUE TIF TOTAL	.00	78.34	522.32	.00	522.32-
	AMERICAN RESCUE FUND TOTAL	.00	4,321.30	28,812.22	.00	28,812.22-
	STATE CARES TOTAL	.00	.00	.00	.00	.00
	CW REC TRAIL TOTAL	.00	.00	.00	.00	.00
	2024 FLOOD TOTAL	.00	.00	81,080.27	.00	81,080.27-

REVENUE REPORT

CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	CEBA GRANT TOTAL	.00	.00	.00	.00	.00
	LIBRARY TRUST FUNDS TOTAL	30,066.00	1,870.69	36,608.55	121.76	6,542.55-
	FGP ADVISORY TOTAL	18,300.00	1,807.75	11,194.11	61.17	7,105.89
	FGP FEDERAL ADMINISTRATIO TOTA	419,060.00	25,112.73	118,479.49	28.27	300,580.51
	PUBLIC HOUSING SEC DEP TOTAL	.00	.00	.00	.00	.00
	PUBLIC HOUSING TOTAL	.00	.00	.00	.00	.00
	SECTION 8 VOUCHER TOTAL	.00	.00	.00	.00	.00
	HOUSING NON-RESTRICTED TOTAL	.00	.00	.00	.00	.00
	POLICE ASSET FORFEITURE TOTAL	150.00	27.66	184.45	122.97	34.45-
	DWELLING STRUCTURE TOTAL	.00	.00	.00	.00	.00
	2012 REHAB GRANT TOTAL	.00	.00	.00	.00	.00
	2018 REHAB GRANT TOTAL	.00	.00	.00	.00	.00
	HOMEFIT PROJECT TOTAL	.00	.00	.00	.00	.00
	CABLE TV TOTAL	43,500.00	636.93	21,711.48	49.91	21,788.52
	DEBT SERVICE TOTAL	948,770.00	14,679.22	318,688.86	33.59	630,081.14
	STREET RELATED C/I TOTAL	208,000.00	.00	.00	.00	208,000.00
	CLARK ST. ARBORETUM TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT

CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	CLARK STREET TRAIL TOTAL	.00	.00	.00	.00	.00
	2016 CAPTIAL PROJECT TOTAL	.00	.00	.00	.00	.00
	2017 CAP PROJECT TOTAL	.00	.00	.00	.00	.00
	2018 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2019 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2020 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2021 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2022 CAPTIAL FUND TOTAL	.00	.00	.00	.00	.00
	2023 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2024 CAPTIAL FUND PROJECT TOTA	.00	.00	.00	.00	.00
	CAPITAL PROJECT-MCQUILLEN TOTA	.00	.00	.00	.00	.00
	RCPP GRANT PROJECT TOTAL	.00	.00	.00	.00	.00
	CW BRIDGE/ROAD PROJECT TOTAL	.00	.00	.00	.00	.00
	FIBER TO HOME PROJECT TOTAL	.00	.00	.00	.00	.00
	SW INDUSTRIAL STORM WATER TOTA	.00	.00	.00	.00	.00
	IPC/SPONSORED PROJECT TOTAL	67,220.00	.00	31,306.68	46.57	35,913.32
	AVE OF SAINTS CERT SITE TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT

CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	ARBORETUM PROJ-PHASE 2 TOTAL	.00	.00	.00	.00	.00
	TREE REMOVE/REVITE PROJ TOTAL	.00	1,100.00	4,350.00	.00	4,350.00-
	CW BIKE TRAIL EXTENSION TOTAL	.00	.00	84,079.79	.00	84,079.79-
	CITY HALL/PED MALL PROJ TOTAL	260,000.00	.00	.00	.00	260,000.00
	POOL RENOVATION PROJECT TOTAL	.00	.00	.00	.00	.00
	MAIN STREET BRIDGE PROJ TOTAL	340,000.00	.00	.00	.00	340,000.00
	RR XING-N. GRAND AVE. TOTAL	.00	.00	.00	.00	.00
	RR XING-IOWA/LANE TOTAL	.00	.00	.00	.00	.00
	RR XING-BRACKETT TOTAL	.00	.00	.00	.00	.00
	WATER TOTAL	3,859,700.00	333,140.12	1,998,046.28	51.77	1,861,653.72
	WATER RESERVE FUND TOTAL	.00	.00	.00	.00	.00
	UTILITY IMPROVEMENTS PLAN TOTA	.00	.00	.00	.00	.00
	WATER METER DEPOSITS TOTAL	25,000.00	1,440.00	11,340.00	45.36	13,660.00
	WATER LOOPING PROJECT TOTAL	250,000.00	.00	.00	.00	250,000.00
	CLEAR WELL PROJECT TOTAL	.00	.00	41,283.92	.00	41,283.92-
	WATER RESOURCE RECOVERY TOTAL	2,368,950.00	165,848.14	1,079,466.55	45.57	1,289,483.45
	SEWER RESERVE FUND TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	UV DISINFECTION PROJECT TOTAL	.00	.00	.00	.00	.00
	WWTP EXPANSION FUND TOTAL	.00	.00	.00	.00	.00
	WASTE FUND TOTAL	849,000.00	76,872.78	429,332.93	50.57	419,667.07
	TRANSIT TOTAL	445,419.00	19,176.02	134,286.42	30.15	311,132.58
	STORM WATER TOTAL	204,630.00	18,999.39	112,507.39	54.98	92,122.61
	FIRE EXTINGUISHER TOTAL	6,100.00	162.40	2,894.08	47.44	3,205.92
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		20,281,381.00	1,143,510.78	9,712,903.80	47.89	10,568,477.20
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	5,308,738.00	341,267.87	2,317,260.77	43.65	2,991,477.23
	PETTY CASH TOTAL	.00	.00	.00	.00	.00
	DISPATCH TOTAL	.00	.00	.00	.00	.00
	K-9 UNIT TOTAL	.00	.00	.00	.00	.00
	POLICE SAFETY EDUCATION TOTAL	2,000.00	.00	1,250.00	62.50	750.00
	PARK & REC C/I HOTEL/MOTE TOTA	10,000.00	320.00	3,095.20	30.95	6,904.80
	COMMUNCIATION EQUIP FUND TOTA	.00	.00	.00	.00	.00
	HOTEL MOTEL TAX TOTAL	152,450.00	.00	.00	.00	152,450.00
	NUISANCE ABATEMENT RESERV TOTA	40,000.00	.00	.00	.00	40,000.00
	RAGBRAI TOTAL	.00	.00	.00	.00	.00
	POLICE PURCHASE RESERVE TOTAL	.00	.00	.00	.00	.00
	FIRE PURCHASE RESERVE TOTAL	.00	.00	.00	.00	.00
	RIVERFRONT MAINT RESERVE TOTA	.00	.00	.00	.00	.00
	PARK & REC PURCHASE RESER TOTA	.00	.00	.00	.00	.00
	ADMIN PURCHASE RESERVE TOTAL	3,000.00	.00	.00	.00	3,000.00
	HOUSING INITIATIVE TOTAL	.00	.00	.00	.00	.00
	PAYROLL CLEARING TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROAD USE TAX TOTAL	1,022,758.00	129,835.14	508,276.03	49.70	514,481.97
	EMPLOYEE BENEFITS TOTAL	1,310,909.00	107,290.01	565,484.93	43.14	745,424.07
	CVTC OPERATING FUND TOTAL	157,768.00	4,342.59	29,309.35	18.58	128,458.65
	EMERGENCY TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	572,080.00	.00	.00	.00	572,080.00
	2013 FLOOD TOTAL	.00	.00	.00	.00	.00
	2016 FLOOD TOTAL	.00	.00	.00	.00	.00
	LMI Set a side TOTAL	.00	.00	.00	.00	.00
	RIVERSIDE TIF TOTAL	67,387.00	.00	.00	.00	67,387.00
	SW BYPASS TIF TOTAL	518,357.00	287,468.42	287,468.42	55.46	230,888.58
	SOUTH GRAND TIF TOTAL	385,445.00	25,862.97	45,034.87	11.68	340,410.13
	EAST PARK TIF TOTAL	.00	.00	.00	.00	.00
	PARK AVENUE TIF TOTAL	.00	.00	.00	.00	.00
	AMERICAN RESCUE FUND TOTAL	.00	.00	.00	.00	.00
	STATE CARES TOTAL	.00	.00	.00	.00	.00
	2024 FLOOD TOTAL	.00	.00	12,950.54	.00	12,950.54-
	LIBRARY TRUST FUNDS TOTAL	33,700.00	.00	158.14	.47	33,541.86

BUDGET REPORT
CALENDAR 12/2025, FISCAL 6/2026**PCT OF FISCAL YTD 50.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	FGP ADVISORY TOTAL	16,100.00	1,396.27	11,074.29	68.78	5,025.71
	FGP FEDERAL ADMINISTRATIO TOTA	392,256.00	32,254.66	149,995.13	38.24	242,260.87
	PUBLIC HOUSING SEC DEP TOTAL	.00	.00	.00	.00	.00
	PUBLIC HOUSING TOTAL	.00	.00	.00	.00	.00
	SECTION 8 VOUCHER TOTAL	.00	.00	.00	.00	.00
	HOUSING NON-RESTRICTED TOTAL	.00	.00	.00	.00	.00
	POLICE ASSET FORFEITURE TOTAL	3,000.00	.00	.00	.00	3,000.00
	DWELLING STRUCTURE TOTAL	.00	.00	.00	.00	.00
	2012 REHAB GRANT TOTAL	.00	.00	.00	.00	.00
	2018 REHAB GRANT TOTAL	.00	.00	.00	.00	.00
	HOMEFIT PROJECT TOTAL	.00	.00	.00	.00	.00
	CABLE TV TOTAL	47,000.00	.00	.00	.00	47,000.00
	DEBT SERVICE TOTAL	954,853.00	27,464.99	278,660.71	29.18	676,192.29
	STREET RELATED C/I TOTAL	208,000.00	.00	110,048.68	52.91	97,951.32
	CLARK ST. ARBORETUM TOTAL	.00	.00	.00	.00	.00
	CLARK STREET TRAIL TOTAL	.00	.00	.00	.00	.00
	LAW ENFORCEMENT GRANT TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	05 S MAIN TOTAL	.00	.00	.00	.00	.00
	2016 CAPTIAL PROJECT TOTAL	.00	.00	.00	.00	.00
	2017 CAP PROJECT TOTAL	.00	.00	.00	.00	.00
	2018 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2019 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2020 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2021 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2022 CAPTIAL FUND TOTAL	.00	.00	.00	.00	.00
	2023 CAPITAL FUND TOTAL	.00	.00	.00	.00	.00
	2024 CAPTIAL FUND PROJECT TOTA	.00	.00	.00	.00	.00
	CAPITAL PROJECT-MCQUILLEN TOTA	.00	.00	.00	.00	.00
	RCPP GRANT PROJECT TOTAL	.00	.00	.00	.00	.00
	CW BRIDGE/ROAD PROJECT TOTAL	.00	.00	.00	.00	.00
	FIBER TO HOME PROJECT TOTAL	.00	.00	.00	.00	.00
	SW INDUSTRIAL STORM WATER TOTA	.00	.00	.00	.00	.00
	IPC/SPONSORED PROJECT TOTAL	5,000.00	.00	8,109.72	162.19	3,109.72-
	AVE OF SAINTS CERT SITE TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ARBORETUM PROJ-PHASE 2 TOTAL	.00	.00	.00	.00	.00
	TREE REMOVE/REVITE PROJ TOTAL	.00	.00	2,952.00	.00	2,952.00-
	CW BIKE TRAIL EXTENSION TOTAL	.00	.00	25,802.81	.00	25,802.81-
	CITY HALL/PED MALL PROJ TOTAL	3,927,770.00	619,921.81	2,299,568.64	58.55	1,628,201.36
	POOL RENOVATION PROJECT TOTAL	.00	.00	39,443.83	.00	39,443.83-
	MAIN STREET BRIDGE PROJ TOTAL	340,000.00	92.17	54,468.56	16.02	285,531.44
	RR XING-N. GRAND AVE. TOTAL	.00	.00	.00	.00	.00
	RR XING-IOWA/LANE TOTAL	.00	.00	.00	.00	.00
	RR XING-BRACKETT TOTAL	.00	650.00	650.00	.00	650.00-
	WATER TOTAL	3,742,495.00	272,001.91	1,291,202.39	34.50	2,451,292.61
	WATER RESERVE FUND TOTAL	.00	.00	.00	.00	.00
	UTILITY IMPROVEMENTS PLAN TOTA	.00	.00	.00	.00	.00
	WATER METER DEPOSITS TOTAL	25,000.00	2,325.08	9,959.88	39.84	15,040.12
	WATER LOOPING PROJECT TOTAL	.00	.00	.00	.00	.00
	CLEAR WELL PROJECT TOTAL	.00	.00	.00	.00	.00
	WATER RESOURCE RECOVERY TOTAL	2,359,411.00	224,177.41	688,843.38	29.20	1,670,567.62
	SEWER RESERVE FUND TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 12/2025, FISCAL 6/2026

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	UV DISINFECTION PROJECT TOTAL	.00	.00	.00	.00	.00
	WWTP EXPANSION FUND TOTAL	.00	.00	.00	.00	.00
	WASTE FUND TOTAL	866,036.00	68,581.76	406,789.62	46.97	459,246.38
	TRANSIT TOTAL	440,414.00	37,198.67	192,944.12	43.81	247,469.88
	STORM WATER TOTAL	216,795.00	6,827.68	35,971.04	16.59	180,823.96
	FIRE EXTINGUISHER TOTAL	6,000.00	80.00	517.22	8.62	5,482.78
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		23,134,722.00	2,189,359.41	9,377,290.27	40.53	13,757,431.73
		=====	=====	=====	=====	=====

**FINANCIAL REPORT
DECEMBER 2025
CHARLES CITY
PUBLIC EMPLOYEES
HEALTH PLAN**

	MONTHLY TOTALS 12/1/25-12/31/25	PLAN YEAR TOTALS 7/1/25-6/30/26	TOTALS TO DATE 5/1/82-6/30/26
Balance 11/30/2025	\$102,987.97	\$88,922.89	\$0.00
RECEIPTS			
Contributions Paid	\$74,004.11	\$446,220.27	\$25,198,176.34
Refunds/Voids/Stop Loss	\$0.00	\$36.20	\$4,599,302.03
Interest-checking	\$454.51	\$2,409.10	\$151,168.09
Interest-CD	\$0.00	\$0.00	\$33,066.21
Transfers	\$0.00	\$0.00	\$365,000.00
TOTAL	\$74,458.62	\$448,665.57	\$30,346,712.67
EXPENDITURES			
Premiums/fees/admin.	\$73,547.56	\$387,643.05	\$8,233,988.32
Claims	\$8,158.03	\$54,204.41	\$21,285,110.05
Refunds-adj./stop loss	\$0.00	\$0.00	\$326,803.27
Transfers	\$0.00	\$0.00	\$255,037.03
Checks/bank fees/investment	\$0.00	\$0.00	\$150,033.00
TOTAL	\$81,705.59	\$441,847.46	\$30,250,971.67
INVESTMENTS			
	\$0.00	\$0.00	\$0.00
Balance 12/31/2025	\$95,741.00	\$95,741.00	\$95,741.00
Bank Balance	\$165,328.23		
Add Deposits in Transit	\$0.00		
Less Outstanding Checks	\$69,587.23		
Add Investments	\$0.00		
Revised Balance	\$95,741.00		

CLAIMS LIST
JANUARY 6, 2026 - JANUARY 21, 2026

VENDOR NAME	REFERENCE	TOTAL
911 CUSTOM LLC	EQUIPMENT	\$ 3,989.00
ACCESS SYSTEMS LEASING	COPIER LEASES	\$ 351.12
AGVANTAGE FS	LP/FUEL	\$ 1,841.37
AMAZON CAPITAL SERVICES	SUPPLIES-CITY DEPTS	\$ 465.08
AMERICAN MEDICAL RESPONSE	EMERGENCY AMBULANCE SERVICES	\$ 18,344.73
AMI GLOBAL LLC	2 YEAR SERVICE PRIMEX	\$ 320.00
ARNOLD MOTOR SUPPLY LLP	PARTS/SUPP-CITY DEPTS	\$ 175.44
AUTOZONE	PARTS/SUPP-CITY DEPTS	\$ 173.63
BANCORPSV	FLEX PLAN DRAW-BENNY CARDS	\$ 400.08
BERGLAND & CRAM INC.	CITY HALL RENOVATION	\$ 2,023.77
BODENSTEINER IMPLEMENT CO	PARTS	\$ 75.04
BREITBACH OFFICE LLC	PRE EMPLOYMENT TESTS	\$ 140.00
BURKE DOORS SALES & SERVICE	WEATHER TIGHT WALL STATION	\$ 251.00
BUSINESS CARDS	SERVICES/SUPPLIES-CITY DEPTS	\$ 2,642.04
CAROL CASE	LIBRARY CLEANING CONTRACT	\$ 1,603.00
CC PAYROLL	PAYROLL ENDING 1/10/2026	\$ 108,812.07
CC PUBLIC EMP HEALTH PLAN	MEDICAL INSURANCE	\$ 41,531.54
CC UTILITY CUSTOMERS	WATER METER DEPOSIT REFUNDS	\$ 41.84
CENTURYLINK	PHONES-CITY DEPTS	\$ 493.74
CHARLES CITY AREA DEV CORP	SNOW REMOVAL REIMB	\$ 90.00
CIRCLE K COMMUNICATIONS INC	RADIO	\$ 529.00
CITY OF CHARLES CITY	FLEX PLAN DRAW/FGP TRANSIT TICKETS	\$ 3,780.05
CJ COOPER & ASSOCIATES INC	DRUG TESTING	\$ 70.00
COLLECTION SERVICE CENTER	CHILD SUPPORT	\$ 53.10
COREY HAWKE	LIBRARY MAINT SERVICE CONTRACT	\$ 422.00
CUMMINS SALES & SERVICE	SERVICE GENERATOR	\$ 3,572.73
CUSTOM COMMUNICATIONS INC	SECURITY MONITORING-LIBRARY	\$ 429.84
DAIDA	RADIX STORAGE-CITY CLERK	\$ 545.53
DEMCO INC	OFFICE SUPPLIES-CITY DEPTS	\$ 255.96
ECOGREEN	ICE MELT	\$ 111.93
EFTPS (PAYROLL TAXES)	FED/FICA TAX	\$ 27,356.10
EMC NATIONAL LIFE-SUPPLEM	LIFE INS-SUPPLE	\$ 6.00
EO JOHNSON	COPIER LEASE	\$ 27.29
FARMCHEM	PARTS	\$ 529.11
FLOYD CO MEDICAL CENTER CLINIC	VACCINATION	\$ 185.00
FLOYD COUNTY AUDITOR	ELECTION COSTS	\$ 3,025.09
FOSTER GRANDPARENTS	JANUARY STIPENDS/MILEAGE REIMB	\$ 13,532.18
GHD SERVICES INC	CITY'S SHARE-SHAW AVE DUMPSITE	\$ 891.88
GRAINGER	SUPPLIES	\$ 784.69
HACH COMPANY	LAB SUPPLIES-WTP	\$ 75.90
HAWKINS INC	CL2 CYLINDER-WTP	\$ 80.00
HEARTLAND ASPHALT INC	MAIN STREET PYMT #9 FINAL	\$ 43,570.98
HUGH ANDERSON	POSTAGE REIMB	\$ 25.85
HY-VEE INC	LIBRARY SUPPLIES	\$ 58.08
IA DIAL/ELEVATOR SAFETY BUREAU	FOOD LICENSE	\$ 150.00

CLAIMS LIST
JANUARY 6, 2026 - JANUARY 21, 2026

ICMA MEMBERSHIP RENEWALS	EMPLOYEE VOLUNTARY RETIREMENT	\$	5,002.03
IDOT-CASHIER'S OFFICE	FUEL/SUPPLIES-CITY DEPTS	\$	118.71
INGRAM LIBRARY SERVICES	LIBRARY BOOKS	\$	1,241.76
INTERNATIONAL CODE COUNCIL INC	2024 RESIDENTIAL STUDY GUIDE	\$	138.00
IOWA ASSOC MUNICIPAL UTILITIES	SAFETY TRAINING	\$	7,611.45
IOWA ASSOC. PRO FIRE CHIEFS	DUES	\$	100.00
IOWA PRISON INDUSTRIES	SUPPLIES	\$	117.20
JEAN BOLEY	MILEAGE	\$	58.80
JENDRO SANITATION SERVICES	GARBAGE PICKUP-CITY DEPTS	\$	63,924.26
JOHN DEERE FINANCIAL	SUPPLIES-CITY DEPTS	\$	393.89
KANOPY INC	DIGITAL VIDEOS - LIBRARY	\$	65.00
KINGLAND CONSTRUCTION	CITY HALL RENOVATION	\$	82,181.20
LARRY ELWOOD CONCRETE, INC.	FINAL PYMT 11TH STREET SIDEWAL	\$	1,281.69
LEAF	COPIER LEASE	\$	462.05
MACQUEEN EQUIPMENT GROUP	FIRE GEAR	\$	3,935.45
MEDIACOM	INTERNET	\$	817.78
MEHMERT TILING INC.	11TH STREET TRAIL EXT	\$	30,808.50
MERRITT COMPUTER SERVICE INC	COMPUTER WORK	\$	2,547.00
METERING TECHNOLOGY SOLUTIONS	SUPPLIES	\$	136.68
MICK GAGE PLUMBING & HEATING	TRUCK BAY SINK REPAIR	\$	1,674.75
MICROBAC LABORATORIES, INC.	TESTING	\$	880.00
MID-AMERICA PUBLISHING	PUBLICATION	\$	310.80
MIDAMERICAN ENERGY	UTILITIES-CITY DEPTS	\$	3,110.53
MID-STATES ORG CRIME INFO CTR	DUES	\$	150.00
MIDWEST TAPE	LIBRARY DVDS	\$	143.39
MIKE MOLSTEAD MOTORS INC	VEHICLE REPAIRS	\$	104.80
MISSISSIPPI LIME COMPANY	STANDARD QUICKLIME-WTP	\$	10,006.38
NCL OF WISCONSIN	LAB SUPPLIES-WRRF	\$	353.86
NEWBAUER INC	MAT SERVICE-CITY DEPTS	\$	490.33
NIACOG	REPAIRS	\$	13,919.05
NOAH SMITH SLOTER ELLING TRUST	LEGAL SERVICES	\$	3,391.80
NORTH IOWA LAWN & SPORTS	REPAIRS	\$	75.42
OMNITEL COMMUNICATIONS	INTERNET/PHONE LIBRARY	\$	243.89
PERRY NOVAK ELECTRIC INC	ELECTRICAL WORK-CITY DEPTS	\$	1,671.16
POSTMASTER	BULK MAILING PERMIT FEE	\$	476.00
PROLOUGE BOOKS & WINE	LIBRARY BOOKS	\$	14.99
ROUTER12 NETWORKS LLC	INTERNET	\$	90.00
SADLER POWER TRAIN INC	UBOLT	\$	173.08
SCHUETH ACE HARDWARE	SUPPLIES	\$	9.99
SHAMROCK TRUCK & TRAILER	AIR HOSE	\$	30.09
SHERWIN-WILLIAMS CO	PAINT/SUPPLIES-CITY DEPTS	\$	343.72
SISSON & ASSOCIATES INC	INSURANCE	\$	172.00
SJE RHOMBUS	PARTS	\$	71,862.00
SKYBLUE SOLUTIONS	PHONES-POLICE DEPT	\$	756.38
SUPERIOR WELDING SUPPLY CO	EXTINGUISHER	\$	757.50
TP ANDERSON & COMPANY PC	AUDIT	\$	1,450.00
TRUCK CENTER COMPANIES EAST	REPAIRS	\$	2,103.84

CLAIMS LIST**JANUARY 6, 2026 - JANUARY 21, 2026**

UNITED FLOW TECHNOLOGIES LLC	ROTARY CUTTER	\$	13,468.88
UNITED STATES CELLULAR	TABLETS/PHONES-CITY DEPTS	\$	121.91
US POSTAL SERVICE	POSTAGE	\$	2,172.81
USA BLUEBOOK	SUPPLIES	\$	341.43
VANWALL EQUIPMENT INC	REPAIR PARTS	\$	1,198.80
VISA	COMPUTER SOFTWARE	\$	1,579.95
WERTJES UNIFORMS	UNIFORMS	\$	804.60
WEX	FUEL-CITY DEPTS	\$	11,998.58
WISCONSIN INDEPENDENT NETWORK	INTERNET TRANSIT-CITY HALL	\$	1,313.75
CLAIMS LIST TOTAL		\$	632,540.69

~PROCLAMATION~

WHEREAS, Immaculate Conception Catholic School was founded in 1897 by the Sisters of Mercy, and;

WHEREAS, the main school building at 1203 Clark Street, Charles City, Iowa was erected in 1948 and then added to in 2001, and;

WHEREAS, Immaculate Conception Catholic School's mission statement is: Immaculate Conception Catholic School (IC) provides an exceptional education for preschool through sixth grade students of all faiths and abilities in Charles City and surrounding communities. Faculty and staff take a personal collaborative approach to each child's learning, empowering students to reach their full potential. IC develops a strong life-long foundation that embraces the child's faith and relationship with God. The community of IC is invested in educating the whole child, stimulating creativity and serving the communities of which we are a part, and;

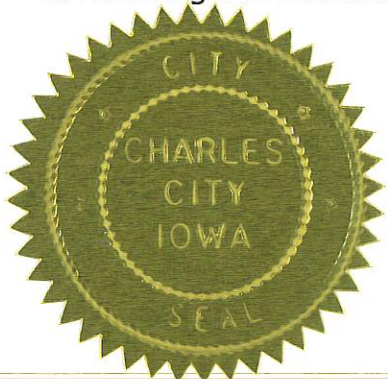
WHEREAS, IC is to be identified as a school where each child is inspired to reach their full potential by following the core values of faith, scholarship, kindness and service;

WHEREAS, Immaculate Conception Catholic School celebrates and honors their Catholic heritage and accomplishments,

NOW THEREFORE, I, Dean Andrews, Mayor of Charles City, Iowa, do hereby proclaim January 25 through January 31, 2026 as CATHOLIC SCHOOLS WEEK in Charles City, Iowa and urge all citizens to pay tribute to honoring this outstanding school.

Signed this 21 day of January, 2026.

Dean Andrews, Mayor



AGENDA ITEM SUMMARY

Subject: Review of Boards, Commissions, and Committees Lists

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

Name	Frequency	Date/Time	Seats	Position	Assignee(s)
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	Voting	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-May)	TBD	2	Voting	PITTMAN / LUMLEY

BOARDS, COMMISSIONS AND ELECTED OFFICIALS

City of Charles City

January 2026

(last updated 1/20/2026)

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 1st 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 1/1/2029

Chris Tonn 1/1/2027

Jason Webster 1/1/2028

McKenna Lloyd 1/1/2029

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 1/1/2029
Dana Sullivan 1/1/2029
Vacant 1/1/2029
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 Hoeft
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 2nd Ave.
Charles City, Iowa 50616
Home (641) 228-7694
Email mayor@cityofcharlescity.org

Mayor Pro Tem**Council Member**

Phoebe Pittman
301 5th Avenue
Charles City, Iowa 50616
(641) 228-0932
Email pittmancitycouncil@gmail.com

Council Member

Patrick Lumley
705 5th Avenue
Charles City, Iowa 50616
Home (641) 228-2199
Email: plumleycccouncil@outlook.com

Council Member

Krista Noah
401 Kelly Street
Charles City, Iowa 50616
Home (641) 220-7324
Email: knoahcitycouncil@gmail.com

Council Member

Phillip Knighten
402 7th Avenue
Charles City, Iowa
(641) 330-9465
Email: phillipknighten@gmail.com

Council Member

Jeff Otto
1 Sunset Place
Charles City, Iowa
(641) 330-8994
Email: jottocccouncil@gmail.com

City Attorney

Brad Sloter
200 N. Johnson
Charles City, Iowa 50616
Work (641) 228-4533
Email brads@nsslaw.net

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.

ORDINANCE NO. 1197

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 and Approved by the City Council on this _____ day of January, 2026.

Dean Andrews, Mayor

ATTEST:

Brittney Lentz, City Clerk

CERTIFICATE

I, Brittney Lentz, City Clerk of the City of Charles City, Iowa, do hereby certify that the above and foregoing Ordinance No. 1197 was duly published in the Charles City Press, a newspaper published twice weekly in the city of Charles City, Iowa, on the _____ day of January, 2026.

Brittney Lentz, City Clerk

MEETING DATE: 01/21/26

AGENDA ITEM SUMMARY

Subject: Scope of Services Agreement for Utility Rate Review - SEH

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 operating costs, usage patterns, regulatory requirements, and debt obligations can cause existing rate structures to no longer reflect the true cost of service.

The City's current water rate structure utilizes a declining block model, where higher usage results in lower per-unit rates. While this structure can support economic development, it can also result in rates at higher usage levels that approach or fall below the cost of service. Because a relatively small number of customers account for a significant share of total consumption, this structure increases financial sensitivity to usage changes.

Across all utility systems, operating costs continue to increase due to inflation, regulatory requirements, and infrastructure needs. In addition, the City must comply with State Revolving Fund (SRF) loan requirements, including maintaining a minimum debt service coverage ratio of 1.10. Recent state legislation reducing the City's base property tax rate may also result in declining General Fund revenues, requiring certain utility-related costs to be shifted to the appropriate utility funds.

To address these factors, the City has received a proposal from Short Elliott Hendrickson Inc. (SEH) to conduct a comprehensive utility rate review for the water, sanitary sewer, and stormwater utilities. The proposed review would analyze revenues and expenditures, evaluate existing rate structures, develop rate models, and provide recommended rate options and findings for City Council consideration.

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 Charles City 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.

- | | |
|--|--------------------------------------|
| <p>Optional Task 1</p> <p>Additional rate models</p> <p>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.</p> | <p>Task Fee \$1,100/model</p> |
| <p>Optional Task 2</p> <p>Regional Rate Comparison</p> <p>SEH will contact up to five neighboring communities of similar size to provide a comparison and context to support the proposed changes.</p> | <p>Task Fee \$2,000</p> |

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 with facilities 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.

RESOLUTION NO. 01-26

*RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHARLES CITY, IOWA, AND SHORT ELLIOTT
HENDRICKSON, INC. FOR UTILITY RATE REVIEW*

WHEREAS, Short Elliott Hendrickson, Inc. ("SEH") has prepared and provided the City of Charles City, Iowa ("the City") with an Agreement for Professional Services for a Utility Rate Review ("the Agreement"), which Agreement is by reference made a part hereof; and

WHEREAS, it is in the best interests of the City to approve and authorize the Agreement to retain SEH to provide services to the City as set forth in the Scope of Services in the Agreement, which services include, but are not limited to, 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.

NOW, THEREFORE BE IT RESOLVED that the Agreement between SEH and the City be, and is hereby, approved, and the mayor is authorized and directed to execute the agreement on behalf of the City.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of January, 2026

Dean Andrews, Mayor

Attest:

Brittney Lentz, City Clerk

MEETING DATE: 1/21/2026

AGENDA ITEM SUMMARY

Subject: FIVE YEAR TANK INSPECTION CONTRACT WITH DIXON ENGINEERING

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.

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

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

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

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases

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 1st 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 30th 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

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the lump sum total compensation amount of **twenty-five thousand, four hundred and twenty-five dollars (\$25,425)** and summarized as follows:

SCHEDULE OF VALUES (Corporate Drive)				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.06- Security Inspection- (2025)			\$1,000	Lump Sum
A1.01- Maintenance Evaluation- (2026)			\$4,675	Lump Sum
A1.06- Security Inspection- (2027)			\$1,250	Lump Sum
A1.06- Security Inspection- (2028)			\$1,350	Lump Sum
A1.06- Security Inspection- (2029)			\$1,450	Lump Sum
TOTAL:			\$9,725	

SCHEDULE OF VALUES (Charles St)				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.06- Security Inspection- (2026)			\$1,150	Lump Sum
A1.06- Security Inspection- (2027)			\$1,250	Lump Sum
A1.06- Security Inspection- (2028)			\$1,350	Lump Sum
A1.06- Security Inspection- (2029)			\$1,450	Lump Sum
TOTAL:			\$5,200	

SCHEDULE OF VALUES (500K Treatment Plant Clearwell)				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01- Maintenance Evaluation- (2026)			\$4,975	Lump Sum
TOTAL:			\$4,975	

SCHEDULE OF VALUES (1MG Treatment Plant Clearwell)				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01- Maintenance Evaluation- (2027)			\$5,525	Lump Sum
TOTAL:			\$5,525	

2. Fee are invoiced after the client has received deliverables for said tank/year.
3. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
4. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
5. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

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;

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	

Notes	
(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.
Key	
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.
Minimum Version Required	
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

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

- G. **Effective Date of Termination:** If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- H. **Payments Upon Termination:** In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

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

property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, 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 claims, losses, costs, or 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 the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by

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.

RESOLUTION NO. 02-26

*RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHARLES CITY, IOWA, AND DIXON ENGINEERING, INC.
FOR ANNUAL INSPECTIONS OF WATER STORAGE FACILITIES*

WHEREAS, Dixon Engineering, Inc. ("Dixon") has prepared and provided the City of Charles City, Iowa ("the City") with an Agreement for Professional Services for annual Phase 1 Maintenance, Security, and Health Inspections for a period of five (5) years ("the Agreement"), which Agreement is by reference made a part hereof; and

WHEREAS, it is in the best interests of the City to approve and authorize the Agreement to retain Dixon to provide services to the City as set forth in the Scope of Services in the Agreement, which services include, but are not limited to, 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 Toro Ellipse (Charles St), 500,000 Gallon Concrete Reservoir (Treatment Plant Clearwell), and the 1,000,000 Gallon Clearwell (Treatment Plant) for an estimated service fee of \$25,425.00.

NOW, THEREFORE BE IT RESOLVED that the Agreement between Dixon and the City be, and is hereby, approved, and the mayor is authorized and directed to execute the agreement on behalf of the City.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of January, 2026

Dean Andrews, Mayor

Attest:

Brittney Lentz, City Clerk

MEETING DATE: 1/14/2026

AGENDA ITEM SUMMARY

Subject: Res 03-26 REPLACE LIME SLUDGE DISCHARGE PUMP #1

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.

CITY OF CHARLES CITY



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,

Tom Engelken, Sales Representative



IOWA PUMP WORKS

-a **UFT** Company-
Iowa Pump Works, LLC.
825 SW Ordinance 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 VOGELSAANG 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

Luke Den Adel

Phone

855-228-6383

Email

info@iowapumpworks.com

Sales Rep

Nathan Brockman

Expires

11/14/2025

Terms

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 | Website: <http://www.iowapumpworks.com>



QTE010251



IOWA PUMP WORKS

-a **UFT** Company-
Iowa Pump Works, LLC.
825 SW Ordinance 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 | 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 received 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 Ordinance 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

Luke Den Adel

Phone

855-228-6383

Email

info@iowapumpworks.com

Sales Rep

Nathan Brockman

Expires

01/17/2026

Terms

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 | 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 received 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

RESOLUTION NO. 03-26

*RESOLUTION APPROVING THE REPLACEMENT OF LIME SLUDGE DISCHARGE
PUMP #1 AT THE WATER TREATMENT PLANT*

WHEREAS, it has been determined that lime sludge pump #1 at the water treatment plant needs to be replaced due to significant internal damage, which included failure of the motor shaft and pump housing;

WHEREAS, Water Superintendent Spieker obtained two quotes for said replacement; Northway Well & Pump Co, \$49,716.82 plus freight, and Iowa Pump Works, \$35,882.26 plus freight;

WHEREAS, Superintendent Spieker is recommending Council approve the quote from Iowa Pump Works for \$35,882.26 for the replacement the current damaged pump with a new Vogelsang VX136-210 In-Line Pump and Motor Assembly;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charles City, Iowa hereby approves the quote of \$35,882.26 from Iowa Pump Works.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

MEETING DATE: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution 04-26 accepting the 2025 11th Street to 13th Street Trail Extension Project

Recommendation: Approve Resolution No. 04-26

Background Summary: John

Mehmert Tiling was the General Contractor for the 2025 11th Street to 13th 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 11th Street and 13th Street to provide access to and from 13th Street.

The 2025 11th to 13th 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 11th Street to 13th 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 recommend approval of Resolution 04-26 for accepting the 2025 11th Street to 13th Street Trail Extension Project and authorizing final payment to Mehmert Tiling in the amount of \$843.11.

RESOLUTION NO. 04-26

*RESOLUTION ACCEPTING THE 2025 11TH STREET TO 13TH STREET TRAIL
EXTENSION PROJECT AND AUTHORIZING FINAL PAYMENT*

WHEREAS, the City Council of the City of Charles City, Iowa, has by prior resolution awarded a contract to Mehmert Tiling for the 2025 11th Street-13th Street Trail Extension Project (“Project”), and

WHEREAS, the Project included the construction of an eight-foot-wide aggregate surfaced trail near the west property line of the FCMC campus from 11th Street to 13th Street; and

WHEREAS, City Engineer Fallis recommends acceptance of said project which has now been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 21st day of January, 2026 that the 2025 11th Street to 13th Street Trail Extension Project is hereby accepted in the amount of \$28,103.50 and that final payment of \$843.11 be made.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this ____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

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
Net Payment this Estimate	=====	\$843.11

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: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 05-26 accepting the 2024 11th Avenue Trail Extension Project and authorizing final payment

Recommendation: Approve Resolution No. 05-26

Background Summary: John

Heartland Asphalt was the General Contractor for the 2024 11th 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.

We recommend approval of Resolution 05-26 for accepting the 2025 11th Street Sidewalk Project and authorizing final payment to Heartland Asphalt, Inc. in the amount of \$8,177.36.

RESOLUTION NO. 05-26

*RESOLUTION ACCEPTING THE 2024 11TH AVENUE TRAIL EXTENSION PROJECT
AND AUTHORIZING FINAL PAYMENT*

WHEREAS, the City Council of the City of Charles City, Iowa, has by prior resolution awarded a contract to Heartland Asphalt for the 2024 11th Avenue Trail Extension Project (the “Project”), and

WHEREAS, the 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.; and

WHEREAS, City Engineer Fallis recommends acceptance of said project which has now been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 21st day of January, 2026 that the 2024 11th Avenue Trail Extension Project is hereby accepted in the amount of \$326,119.32 and that final payment of \$8,177.36 be made.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this ____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk



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.

ACCEPTED BY: CITY OF CHARLES CITY

By: _____

Title: Project Engineer

Title: Mayor

Date Certificate Filed:

01/07/2026

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

Project Title: Trail Extension Project TAP-U-1242(620)--8I-34 Original Contract Amount: \$270,572.30 Contract Date: July 15, 2024		Contractor: Heartland Asphalt, Inc. Pay Period: May 5, 2025 to December 31, 2025
---	--	--

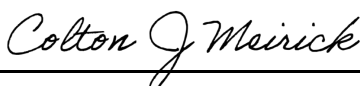
Item Number	Item Code	Item	Unit	Contract Quantity	Contract Prices		Quantity Completed	Value Completed
					Unit Price	Extended Price		
10	2102-0425070	SPECIAL BACKFILL	TON	700	\$26.00	\$18,200.00	1014.12	\$26,367.12
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	550	\$15.00	\$8,250.00	550	\$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
TOTAL TAP-U-1242(620)--8I-34					\$270,572.30		\$274,436.72	

Item	Item			Contract	Contract Prices		Quantity	Value
Number	Code	Item	Unit	Quantity	Unit Price	Extended Price	Completed	Completed
Change Order No. 1								
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
TOTAL CHANGE ORDER NO. 1						\$18,295.00		\$23,578.50
Change Order No. 2								
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
TOTAL CHANGE ORDER NO. 2						-\$1,716.86		\$28,104.10

SUMMARY				
		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.

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

City of Charles City

APPLICATION FOR PAYMENT NO. 4 - FINAL

Date: January 7, 2026

Project Title: Trail Extension Project			Contractor: Heartland Asphalt, Inc.
TAP-U-1242(620)--8I-34			
Original Contract Amount: \$270,572.30			Pay Period: May 5, 2025 to December 31, 2025
Contract Date: July 15, 2024			

						Contract Prices		Quantity Complete		Value Completed			
Item	Item			Division 1	Division 2	Total	Unit Price	Extended Price	Division 1	Division 2	Division 1	Division 2	Total
Number	Code	Item	Unit	PARTICIPATING	NON-PARTICIPATING				PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING	VALUE COMPLETED
10	2102-0425070	SPECIAL BACKFILL	TON	700.0		700.0	\$26.00	\$18,200.00	1,014.12		\$26,367.12	\$0.00	\$26,367.12
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	550.0		550.0	\$15.00	\$8,250.00	550.0		\$8,250.00	\$0.00	\$8,250.00
30	2105-842-5015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	250.0		250.0	\$15.00	\$3,750.00	200.0		\$3,000.00	\$0.00	\$3,000.00
40	2123-7450020	SHOULDER FINISHING, EARTH	STA	21.3		21.3	\$200.00	\$4,260.00	21.0		\$4,200.00	\$0.00	\$4,200.00
50	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1.0		1.0	\$1,700.00	\$1,700.00	1.0		\$1,700.00	\$0.00	\$1,700.00
60	2510-6745850	REMOVAL OF PAVEMENT	SY	2,350.0		2,350.0	\$5.00	\$11,750.00	2,379.0		\$11,895.00	\$0.00	\$11,895.00
70	2511-0301600	RECREATIONAL TRAIL, HOT MIX ASPHALT, 6 IN.	SY	2,240.0		2,240.0	\$41.10	\$92,064.00	2,453.0		\$100,818.30	\$0.00	\$100,818.30
80	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	22.3		22.3	\$75.00	\$1,672.50	22.3		\$1,672.50	\$0.00	\$1,672.50
90	2511-6745900	REMOVAL OF SIDEWALK	SY	33.0		33.0	\$15.00	\$495.00	33.0		\$495.00	\$0.00	\$495.00
105	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	280.0		280.0	\$83.00	\$23,240.00	344.0		\$28,552.00	\$0.00	\$28,552.00
110	2511-7528101	DETECTABLE WARNINGS	SF	230.0		230.0	\$60.00	\$13,800.00	230.0		\$13,800.00	\$0.00	\$13,800.00
120	2512-1725206	CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.	LF	46.0		46.0	\$50.00	\$2,300.00	62.0		\$3,100.00	\$0.00	\$3,100.00
130	2519-3760000	ENTRANCE BOLLARD	EACH	2.0		2.0	\$3,000.00	\$6,000.00	2.0		\$6,000.00	\$0.00	\$6,000.00
140	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	80.0		80.0	\$13.00	\$1,040.00	80.0		\$1,040.00	\$0.00	\$1,040.00
150	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	8.0		8.0	\$50.00	\$400.00	8.0		\$400.00	\$0.00	\$400.00
160	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	40.0		40.0	\$28.00	\$1,120.00	40.0		\$1,120.00	\$0.00	\$1,120.00
170	2526-8285000	CONSTRUCTION SURVEY	LS	1.0		1.0	\$6,000.00	\$6,000.00	1.0		\$6,000.00	\$0.00	\$6,000.00
180	2527-9263209	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	2.73		2.73	\$160.00	\$436.80	2.7		\$436.80	\$0.00	\$436.80
190	2528-2518000	SAFETY CLOSURE	EACH	7.0		7.0	\$70.00	\$490.00	7.0		\$490.00	\$0.00	\$490.00
200	2528-8445110	TRAFFIC CONTROL	LS	1.0		1.0	\$4,000.00	\$4,000.00	1.0		\$4,000.00	\$0.00	\$4,000.00
210	2533-4980005	MOBILIZATION	LS	1.0		1.0	\$24,600.00	\$24,600.00	1.0		\$24,600.00	\$0.00	\$24,600.00
220	2554-0212030	VALVE BOX REPLACEMENT	EACH	1.0		1.0	\$1,000.00	\$1,000.00	1.0		\$1,000.00	\$0.00	\$1,000.00
230	2599-9999009	(\"LINEAR FEET\" ITEM) WOOD RAIL FENCE	LF	656.0		656.0	\$46.50	\$30,504.00	0.00		\$0.00	\$0.00	\$0.00
240	2601-2634100	MULCHING	ACRE	0.5		0.5	\$6,000.00	\$3,000.00	2.0		\$12,000.00	\$0.00	\$12,000.00
250	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.5		0.5	\$6,000.00	\$3,000.00	1.0		\$6,000.00	\$0.00	\$6,000.00
260	2595-0005100	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHARLES CITY RAILWAY COMPANY LLC	LS		1.0	1.0	\$2,500.00	\$2,500.00		1.0	\$0.00	\$2,500.00	\$2,500.00
270	2595-0005120	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHICAGO CENTRAL AND PACIFIC RAILROAD/CEDAR RIVER RAILROAD COMPANY	LS		1.0	1.0	\$5,000.00	\$5,000.00		1.0	\$0.00	\$5,000.00	\$5,000.00
								\$270,572.30			\$266,936.72	\$7,500.00	\$274,436.72

Change Order No. 1													
10	2102-0425070	SPECIAL BACKFILL	TON	25.0		25.0	\$26.00	\$650.00	25.00		\$650.00	\$0.00	\$650.00
60	2510-6745850	REMOVAL OF PAVEMENT	SY	35.0		35.0	\$5.00	\$175.00	35.0		\$175.00	\$0.00	\$175.00
105	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	-40.0		-40.0	\$83.00	-\$3,320.00	0.0		\$0.00	\$0.00	\$0.00
8001	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	180.0		180.0	\$115.50	\$20,790.00	197.0		\$22,753.50	\$0.00	\$22,753.50
								\$18,295.00			\$23,578.50	\$0.00	\$23,578.50

Change Order No. 2													
230	2599-9999009	("LINEAR FEET" ITEM) WOOD RAIL FENCE	LF	656.0		-656.0	\$46.50	-\$30,504.00	25.00		\$0.00	\$0.00	\$0.00
8002	2599-9999018	COLD WEATEHR PROTECTION	SY	313.0		313.0	\$2.50	\$782.50	313.0		\$782.50	\$0.00	\$782.50
8003	2599-9999009	("LINEAR FEET" ITEM) VINYL RAIL FENCE	LF	656.0		656.0	\$42.69	\$28,004.64	640.0		\$27,321.60	\$0.00	\$27,321.60
		TOTAL CHANGE ORDER NO. 2						-\$1,716.86			\$28,104.10	\$0.00	\$28,104.10

MEETING DATE: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 06-26 accepting the 2025 11th Street Sidewalk Project and authorizing final payment

Recommendation: Approve Resolution No. 06-26

Background Summary: John

Larry Elwood Concrete was the General Contractor for the 2025 11th 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 11th Street and 13th Street to provide access to and from 13th 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 11th Street right-of-way. The sidewalk extends from South Main Street to the temporary aggregate trail that connects 11th Street to 13th 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 recommend approval of Resolution 06-26 for accepting the 2025 11th Street Sidewalk Project and authorizing final payment to Larry Elwood Concrete in the amount of \$1,281.69.

RESOLUTION NO. 06-26

*RESOLUTION ACCEPTING THE 2025 11TH STREET SIDEWALK PROJECT AND
AUTHORIZING FINAL PAYMENT*

WHEREAS, the City Council of the City of Charles City, Iowa, has by prior resolution awarded a contract to Larry Elwood Concrete for the 2025 11th Street Sidewalk Project (the “Project”), and

WHEREAS, the Project included the construction of a five-foot wide PCC sidewalk adjacent to the north property line of FCMC within the 11th Street right-of-way, connecting South Main Street to the temporary aggregate trail which connects 11th Street to 13th Street.; and

WHEREAS, City Engineer Fallis recommends acceptance of said project which has now been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 21st day of January, 2026 that the 2025 11th Street to 13th Street Trail Extension Project is hereby accepted in the amount of \$42,722.95 and that final payment of \$1,281.69 be made.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this ____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

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 Dirt 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: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 07-26 accepting the 2024 Main Street Rehabilitation Project and authorizing final payment

Recommendation: Approve Resolution No. 07-26

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 recommend approval of Resolution 07-26 for accepting the 2025 11th Street Sidewalk Project and authorizing final payment to Heartland Asphalt, Inc. in the amount of \$30,000.00.



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

Project Title: 2024 Main Street Rehabilitation Project STBG-SWAP-1242(621)--SG-34 Original Contract Amount: \$2,484,864.57 Contract Date: April 15, 2024		Contractor: Heartland Asphalt, Inc. Pay Period: May 7, 2025 to December 31, 2025
--	--	---

Item	Item			Contract	Contract Prices		Quantity	Value
Number	Code	Item	Unit	Quantity	Unit Price	Extended Price	Completed	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	Item			Contract	Contract Prices		Quantity	Value
Number	Code	Item	Unit	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	Item			Contract	Contract Prices		Quantity	Value
Number	Code	Item	Unit	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

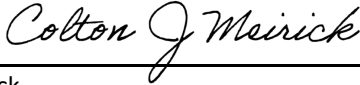
Item	Item			Contract	Contract Prices		Quantity	Value
Number	Code	Item	Unit	Quantity	Unit Price	Extended Price	Completed	Completed
	CHANGE ORDER NO. 5							
0100	2214-5145150	PAVEMENT SCARIFICATION	SY	-1,206	\$6.35	-\$7,658.10	0	\$0.00
0130	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 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
TOTAL STBG-SWAP-1242(621)--SG-34					\$2,326,689.42		\$2,367,230.11	

MATERIALS STORED SUMMARY									
Description	Items Added to Stored Materials This Pay Application			Items Incorporated Into Work This Pay Application			Items Remaining As Stored Materials		
	Number of Units Stored	Unit Price	Value of Materials Stored	Number of Units Incorporated	Unit Price	Value of Materials Stored	Number of Units Stored	Unit Price	Value of Materials Stored
Construction Materials Stored STBG-SWAP-1242(621)--SG-3	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
TOTAL MATERIALS STORED			\$ -			\$ -			\$ -

SUMMARY				
		Contract Price		Total Value Completed
		STBG-SWAP-1242(621)--SG-34		STBG-SWAP-1242(621)--SG-34
		Original Contract Price	\$ 2,484,864.57	\$ 2,390,468.11
Approved Change Orders (list each)	Change Order No. 1	\$ (23,238.00)	\$ (23,238.00)	
	Change Order No. 2	\$ 7,420.25	Included in Unit Prices & Quantities Complete	
	Change Order No. 3	\$ (126,768.28)	Included in Unit Prices & Quantities Complete	
	Change Order No. 4	\$ 14,020.00	Included in Unit Prices & Quantities Complete	
	Change Order No. 5	\$ (27,757.92)	Included in Unit Prices & Quantities Complete	
	Change Order No. 6	\$ (10,071.70)	Included in Unit Prices & Quantities Complete	
	Change Order No. 7	\$ 5,750.00	Included in Unit Prices & Quantities Complete	
	Change Order No. 8	\$ 2,160.00	Included in Unit Prices & Quantities Complete	
		Revised Contract Price	\$ 2,324,218.92	\$ 2,367,230.11
Materials Stored				\$ -
Value of Completed Work and Materials Stored				\$ 2,367,230.11
Less Retained Percentage (3%) (\$30,000 Maximum)				\$ -
Net Amount Due This Estimate				\$ 2,367,230.11
Less Estimate(s) Previously Approved	No.1	\$ 381,219.39		
	No.2	\$ 156,818.70		
	No.3	\$ 635,787.88		
	No.4	\$ 228,826.40		
	No.5	\$ 633,317.13		
	No. 6	\$ 197,668.71		
	No. 7	\$ 98,198.28		
	No. 8	5393.62		
		Total Previously Approved	\$ 2,337,230.11	
Percent Complete	101.9%	Amount Due This Estimate	\$ 30,000.00	

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

The retainage amount \$ 30,000.00 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.

Quantities Complete Reviewed By: Heartland Asphalt, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Charles City
Signature 	Signature 	Signature
Colton Merrick Project Manager	Jason Petersburg, P.E. Project Manager	Dean Andrews Mayor
Title	Title	Title
Date 1/7/26	Date 1/7/2026	Date

City of Charles City

APPLICATION FOR PAYMENT NO. 9,FINAL

Date: January 7, 2026

Project Title: 2024 Main Street Rehabilitation Project
STBG-SWAP-1242(621)--SG-34

Original Contract Amount: \$2,484,864.57

Contract Date: April 15, 2024

Contractor: Heartland Asphalt, Inc.

Pay Period: May 7, 2025 to December 31, 2025

Item	Item			Division 1	Division 2	Division 3	Total	Contract Prices		Quantity Complete			Value Completed			
Number	Code	Item	Unit	REHABILITATION	RECONSTRUCTION	NON-PART		Unit Price	Extended Price	REHABILITATION	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

								Contract Prices		Quantity Complete			Value Completed			
Item Number	Item Code	Item	Unit	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		88.0		\$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
									\$2,485,175.07				\$1,556,982.61	\$666,749.94	\$9,301.59	\$2,233,034.15
	CHANGE ORDER NO. 1															
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
TOTAL CHANGE ORDER NO. 1													-\$11,619.00	-\$11,619.00	\$0.00	-\$23,238.00

CHANGE ORDER NO. 2															
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	\$1,100.00		1,100		\$1,100.00	\$0.00	\$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	\$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	\$0.00	\$1,100.00
TOTAL CHANGE ORDER NO. 2								\$7,420.25				\$44,536.00	\$0.00	\$0.00	\$44,536.00

[illegible][illegible]

CHANGE ORDER NO. 5																	
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
TOTAL CHANGE ORDER NO. 5										-\$27,757.92				\$9,325.00	\$0.00	\$0.00	\$9,325.00

[illegible][illegible]

								Contract Prices		Quantity Complete			Value Completed			
Item	Item			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	Item	Unit	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

	CHANGE ORDER NO. 8															
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

RESOLUTION NO. 07-26

*RESOLUTION ACCEPTING THE 2024 MAIN STREET REHABILITATION PROJECT
AND AUTHORIZING FINAL PAYMENT*

WHEREAS, the City Council of the City of Charles City, Iowa, has by prior resolution awarded a contract to Heartland Asphalt for the 2025 Main Street Rehabilitation Project (the “Project”), and

WHEREAS, the Project involved the rehabilitation of Main Street from Gilbert Street to near Lane Street and reconstruction from near Lane Street to North Grand Avenue; and

WHEREAS, the Project was partially funded with an STBG/SWAP Grant with the remainder funded with local funds primarily from local option sales tax; and

WHEREAS, City Engineer Fallis recommends acceptance of said project which has now been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 21st day of January, 2026 that the 2024 Main Street Rehabilitation Project is hereby accepted in the amount of \$2,367,230.11 and that final payment of \$30,000.00 be made.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this ____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

MEETING DATE: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution 08-26 accepting the permanent and temporary construction easements for the 2026 Railroad Projects

Recommendation: Approve Resolution No. 08-26

Background Summary: John

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 Brackett Street crossing improvement at the CN Railroad requires two temporary easements and one permanent easement. Easement agreements have been prepared by Brad Slotter. 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. The temporary easements will terminate upon the acceptance of the Project by the City Council. The permanent easement will be recorded at the Floyd County Courthouse.

The easement agreements have been approved and signed copies returned by the property owners. The City Council must now act, accept the easements, and authorize the Mayor and City Clerk to sign the easement agreements for the City.

We recommend approval of Resolution 08-26 accepting the permanent and temporary construction easements from Stephen Eastman and Chuck and Teresa Knecht for the 2026 Railroad Projects.

CITY OF CHARLES CITY

RESOLUTION NO. 08-26

*RESOLUTION APPROVING THE ACQUISITION OF PERMANENT AND TEMPORARY
CONSTRUCTION EASEMENTS FOR THE 2026 RAILROAD PROJECTS*

WHEREAS, the City Council of the City of Charles City, Iowa, is proceeding with the 2026 Railroad Projects to improve the Brackett Street, Iowa/Lane Street, and N. Grand railroad crossings; and

WHEREAS, City Engineer Fallis has identified the specific locations required for permanent and temporary construction easements to accommodate these improvements; and

WHEREAS, in order to allow the contractor to enter onto the private properties to complete the projects, permanent and temporary construction easement agreements need to be secured from the following affected property owners:

915 N Iowa St.- T & C Machine, Charles I. & Teresa A. Knecht

1001 N. Main St.- Farmers Feed & Grain Company, Inc., Stephen Eastman

WHEREAS, it is in the best interest of the citizens of the City of Charles City, that said improvements be completed.

NOW, THEREFORE, BE IT RESOLVED by the City of Charles City, Iowa meeting in regular session on this 21st day of January, 2026, that the permanent and temporary construction easements described above are hereby approved, subject to the final approval of project plans and specifications following the required public hearing, and the Mayor and City Clerk are authorized to execute and attest said easement agreements on behalf of the City.

COUNCIL MEMBER moved the adoption of the foregoing
Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call
the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

TEMPORARY EASEMENT AGREEMENT

WHEREAS, Charles I. Knecht and Teresa A. Knecht, a married couple (Grantors), are the owners of property located at 915 N. Iowa Street (Tax Parcel No. 11-01-276-005-00) in Charles City, Iowa; and

WHEREAS the City of Charles City, Iowa (Grantee) desires to construct improvements within City right of way at the Brackett Street / CN Railroad Crossing; and

WHEREAS the Grantee, as part of construction of the improvements, will be required to enter upon the Grantors' property legally described as:

The Northwesternly 30 feet of Lots 8 and 9, Block 147, Lane's Addition to Charles City excluding Railroad right-of-way and a 30 foot by 30 foot triangular area in the northeasterly corner of Lot 7 Block 147 Lanes Addition to Charles City.

in the temporary easement area shown in Exhibit A ("the Easement Area") attached hereto.

NOW THEREFORE in consideration of the benefit conferred upon the Grantor from the work to be performed by the Grantee it is agreed as follows:

1. The Grantors hereby grant to the Grantee and its agents, contractors, and employees, a temporary easement to enter upon the Easement Area for the purpose of performing construction work (including excavation, roadway embankment, aggregate surfacing, and culvert pipe installation) within the City right-of-way.
2. Upon completion of performance of the construction work, the City will be responsible for restoring the property to its original condition, ordinary wear and tear excepted.
3. This easement will terminate upon conclusion of the construction work and acceptance of this work by the City.
4. Grantors hereby warrant that they are the owners in fee simple of the property affected by this easement agreement and that they have the right to grant this temporary easement.
5. During the time period that the temporary easement is in effect, Grantee and its agents, contractors, and employees, shall ensure that Grantors have adequate ingress and egress access to the building located adjacent to the Easement Area depicted on Exhibit A attached hereto as 'Bldg "A"'.

GRANTORS

GRANTEE

Charles I. Knecht

Dean Andrews, Mayor
City of Charles City

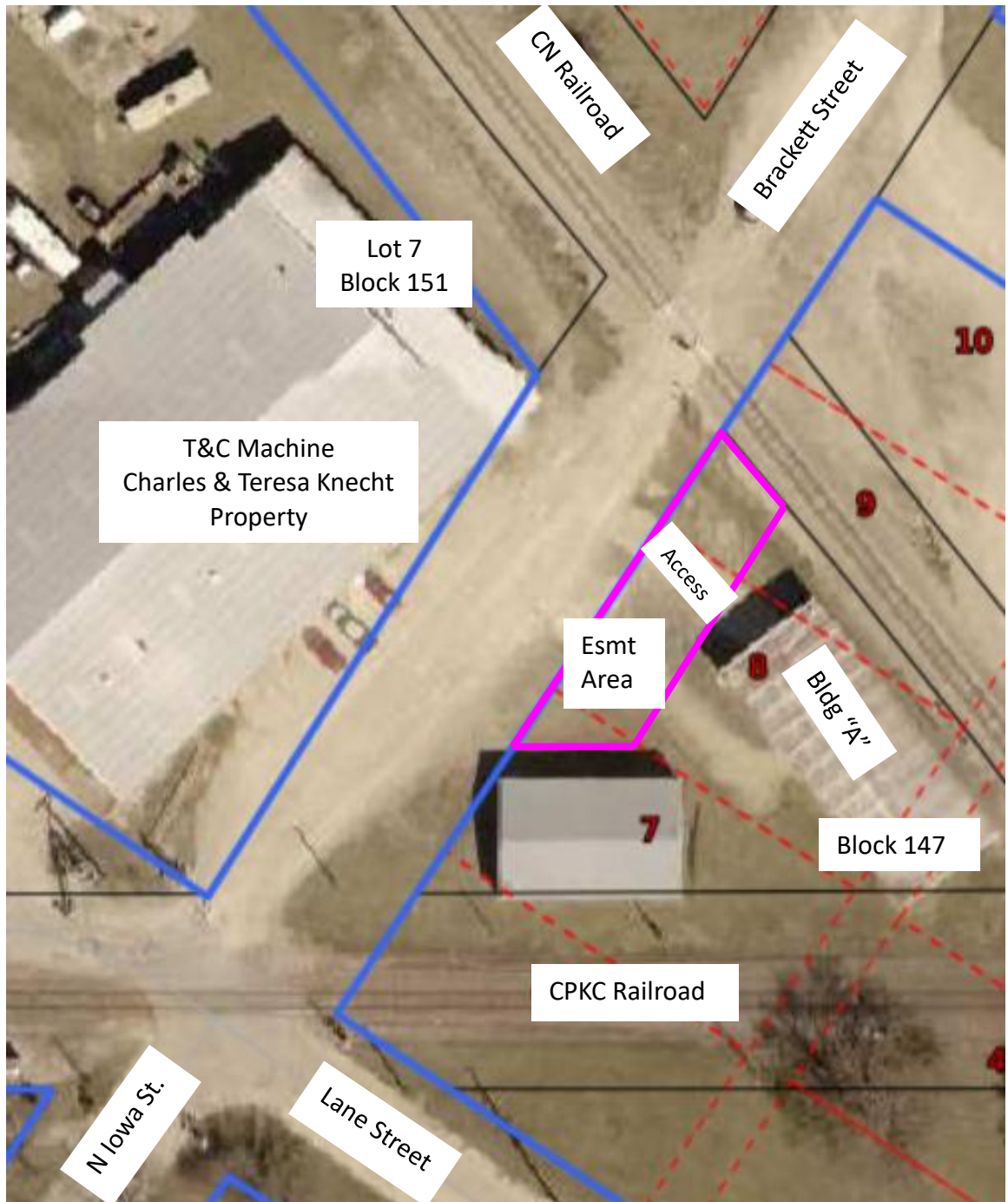
Teresa A. Knecht

Attested to by:

Brittney Lentz, City Clerk
City of Charles City

EXHIBIT "A"

Temporary Easement Agreement Charles and Teresa Knecht



Prepared by and Return to Brad Sloter, 200 N. Johnson St., Charles City (641) 228-4533

PUBLIC STORM SEWER EASEMENT

WHEREAS, the City of Charles City, Iowa (“the City”), is constructing certain public improvements and storm sewer improvements within the city right-of-way and within private property at the Brackett Street and CN Railroad Crossing; and

WHEREAS the City, as part of the improvements, will be required to enter upon the property located at 1001 N. Main Street, Charles City, Iowa (Tax Parcel No. 11-01-282-009-00), to complete construction of storm sewer and public improvements within the City right-of-way and within the property located at 1001 N. Main Street; and

WHEREAS, Owner Farmers Feed & Grain Company, Inc. (“Grantor”), has agreed to grant the City an easement for a perpetual public utility easement, and a temporary construction easement, over certain property described below and on the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED GRANTOR AND THE CITY AS FOLLOWS:

1. Grantor hereby grants and conveys to the City a permanent easement for the construction and location of public storm sewer utilities over, under and across following-described area, **as further described and depicted in Exhibit A** attached hereto and by this reference made a part hereof:

The northeasterly 25 feet of the southeasterly 20 feet of the northwesterly 32 feet of Lot 10, Block 147, excluding railroad ROW, Lanes Addition to Charles City, Iowa;
and

The southeasterly 20 feet of the northwesterly 32 feet of the vacated Floyd Street right-of-way lying between Block 147 and Block 151 Lanes Addition to Charles City, Iowa;
and

Beginning at the West property corner of Lot 7 Block 151 Lanes Addition to Charles City, Iowa; thence 32 feet southeasterly along the northeasterly right-of-way line of former Floyd Street; thence northeasterly along a line parallel to the northwesterly property line of said Lot 7 to a point on the north property line of said Lot 7; thence west along the north property line of said Lot 7 to the northwest property corner of Lot 7; thence southwesterly along the Brackett Street right-of-way to the point of beginning.

(“the Easement Area”)

2. This permanent easement authorizes the City to enter upon the Easement Area and to survey, construct, reconstruct, operate, use, maintain, repair, upgrade, replace and remove any improvements, and provides the City with the right of ingress and egress to and from the Easement Area.

3. Grantor further hereby grants and conveys to the City, its agents, contractors, and employees, a temporary construction easement over Lot 10, Block 147, excluding railroad right-of-way, and all of vacated Floyd Street lying northeasterly of said Lot 10, and the west 110 feet of Lot 7, Block 151, all in Lane’s Addition to Charles City, Iowa (and all as further depicted on Exhibit A) for all purposes related to the construction of the public and storm sewer improvements, including but not limited to hauling, transporting, and storage of materials and equipment during construction of the improvements. This temporary construction easement will terminate upon conclusion of the construction work.

4. After construction or other operations by City which disturb the surface of the property in or around the Easement Area, the City shall restore the general surface of the ground to the condition it was in immediately prior to construction, except as necessarily modified to accommodate the City’s improvements.

5. Grantor warrants and covenants that Grantor is the owner in fee simple of the property affected by this easement agreement, that Grantor has the right to grant this easement, and that the Easement Area granted herein is granted free and clear of all liens and encumbrances. Grantor covenants to warrant and defend the same premises against the lawful claims of all persons whomsoever.

6. Grantor shall protect, save and hold harmless, and defend, the City, and its successors, assigns, customers and invitees, from all claims, actions, filed or threatened, costs, damages, or expenses of any nature whatsoever arising out of or in connection with any acts or

omissions of Grantor in connection with this Easement. The obligation to protect, save and hold harmless, and defend shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the City.

7. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the parties.

Executed this _____ day of _____, 20____.

GRANTOR

CITY

Stephen Eastman, President
Farmers Feed & Grain Company, Inc.

Dean Andrews, Mayor
City of Charles City

Attested to by:

Brittney Lentz, City Clerk
City of Charles City

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____, by
Stephen Eastman as President of Farmers Feed & Grain Company, Inc.

Notary Public in and for said State

STATE OF IOWA, COUNTY OF FLOYD

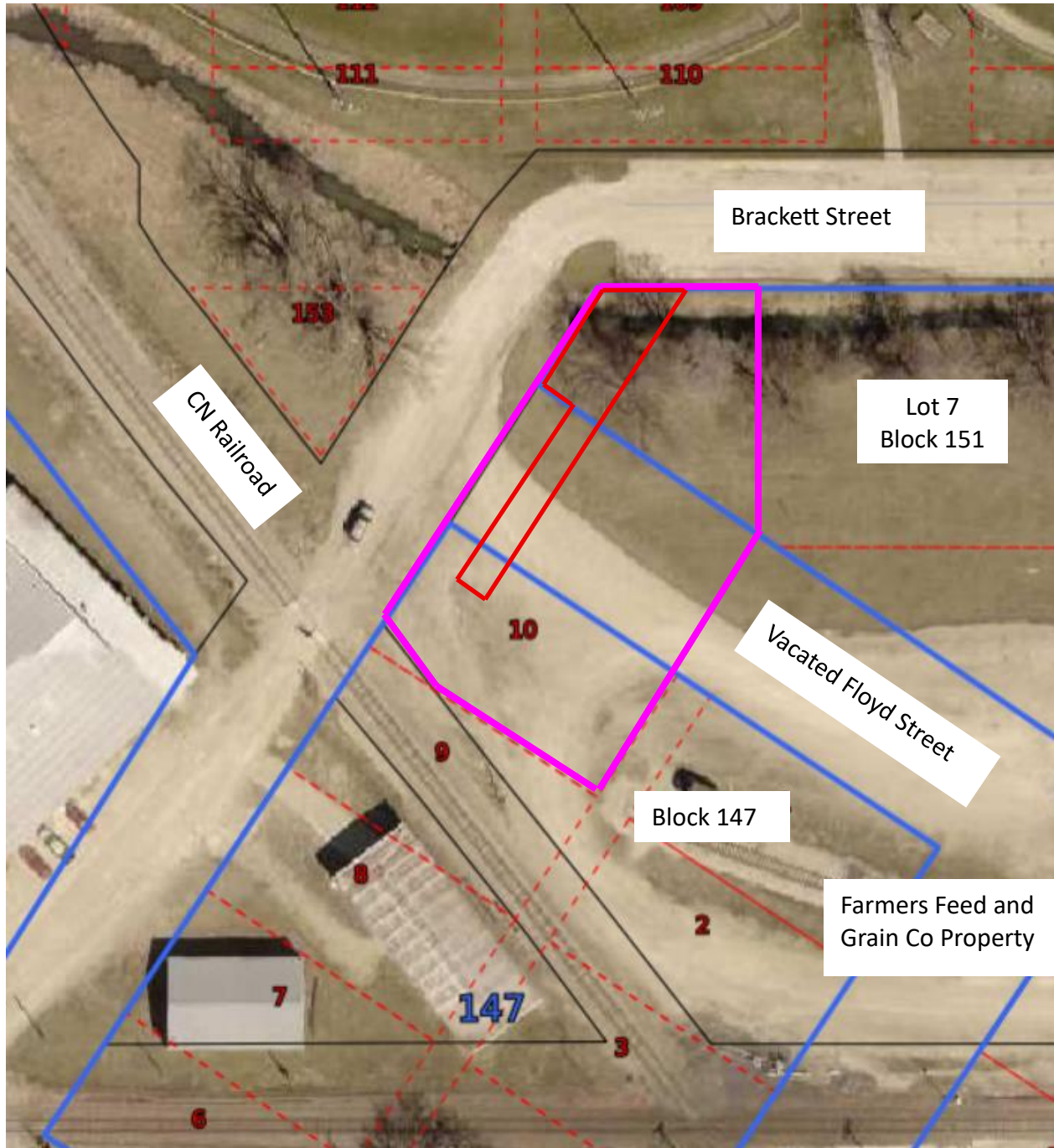
On this _____ day of _____, 202____, before me, a notary public in and for the state of Iowa, personally appeared Dean Andrews and Brittney Lentz, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the

City of Charles City, Iowa; that the seal affixed to the foregoing instrument is the seal of said municipality of Charles City, Iowa, and that the instrument was signed and sealed on behalf of said City by authority of its City Council, and that Dean Andrews and Brittney Lentz acknowledged the execution of the instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State

EXHIBIT "A"

Temporary Easement Agreement Farmers Feed & Grain Company, Inc.



Temporary Easement Area

Permanent Easement Area



RESOLUTION NO. 08-26

RESOLUTION APPROVING RESCISSION OF CERTIFIED SPECIAL ASSESSMENT

WHEREAS, pursuant to Iowa Code Section 384.84 and Chapter 92 of the Charles City Code of Ordinances, unpaid municipal utility charges may be certified to the County Treasurer and collected in the same manner as property taxes; and

WHEREAS, the City of Charles City, Iowa, previously certified unpaid utility charges to the County Treasurer against property located at 901 Main Street, Charles City, Iowa (Tax Parcel No. 110142800500) (“the Property”), in the amounts of \$625,472.00 and \$1,610.00, respectively, (“the Special Assessments”), which amounts began accruing penalties and interest from and after October 1, 2025; and

WHEREAS, on September 15, 2025, the City Council for the City of Charles City approved a reduction in the Special Assessments for the Property in the sum of \$86,589.43 to help facilitate the transfer of the property to a third-party (pursuant to Resolution 95-25), provided that the full amount owing as of the date of payment was received on or before December 31, 2025; and

WHEREAS, the City received a check in the sum of \$538,882.57 prior to December 31, 2025, but said payment did not include (1) the assessment for \$1,610.00 or (2) penalties and interest assessed by the Treasurer from and after October 1, 2025; and

WHEREAS, City staff thereafter requested and negotiated an additional payment of \$15,504.00 to resolve and settle the certified special assessment, which amount has been received by the City Clerk; and

WHEREAS, it is in best interests of the City to accept said payments totaling \$554,386.57 in full satisfaction of the outstanding certified Special Assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, as follows:

1. The City of Charles City hereby approves settlement of the certified Special Assessments for unpaid utilities against 901 Main Street, Charles City, Iowa, in the total sum of \$554,386.57.
2. The City of Charles City shall consider the certified Special Assessments fully satisfied, and the Clerk shall take appropriate action with the County Treasurer to release and/or rescind the Special Assessments.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting
was as follows:

AYES:

NAYS:

Passed and approved this ____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

RESOLUTION NO. 10-26

RESOLUTION APPROVING MUNICIPAL DEED TO CBT RE HOLDINGS, INC.

WHEREAS, the City of Charles City (“the City”) previously vacated by Ordinance that portion of public right of way abutting the Pure Prairie facility at 901 N. Main Street after determining that said right of way was not needed for use of the public, that its maintenance as a street at public expense was no longer justified; and that the vacation of the right-of-way would not deny abutting property owners with street access to their properties; and

WHEREAS, following public hearing as required by §362.3 of the Iowa Code (as documented in the Certificate filed by the City Clerk as Inst. No. 2023-0230 in the office of the Floyd County Recorder), the City entered into a Lease Agreement with Option to Purchase Real Estate (“Option”) with Pure Prairie Farms dated November 10, 2022, conveying a lease and option to purchase as to the vacated right of way of North Main Street described as:

That portion of Main Street lying between Block 149 and Block 150 Lane’s Addition lying north of the northerly right-of-way of the Canadian National Railway

(“the Property”)

WHEREAS, on September 15, 2025, the City approved the assignment of the Option to CBT RE Holdings, Inc., pursuant to Resolution No. 96-25; and

WHEREAS, CBT RE Holdings, Inc. has exercised its option to purchase the Property pursuant to the terms of the Option, and the amount due and owing to the City at closing is \$34,000.00; and

WHEREAS, a Municipal Quit Deed (a copy of which is attached hereto) has been prepared for conveyance of the Property to CBT RE Holdings, Inc., following receipt of payment of \$34,000.00 by the City; and

WHEREAS, it is in the best interests of the City to convey title to the Property to CBT RE Holdings, Inc. by Municipal Quit Claim upon receipt of the payment referenced above.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Quit Claim Deed from the City of Charles City, Iowa, for the conveyance of the Property (as described herein) to CBT RE Holdings, Inc. is hereby approved and accepted. **BE IT FURTHER RESOLVED** that, upon receipt of the closing payment in the sum of \$34,000.00, the Mayor and Clerk are directed and authorized to execute the Municipal Quit Claim Deed and to execute such other ancillary documents, and to record such documents with the Floyd County Recorder, as are necessary to effectuate this Resolution.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting
was as follows:

AYES:

NAYS:

Passed and approved this ____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

MEETING DATE: 01/21/26

AGENDA ITEM SUMMARY

Subject: Res 11-26 Development Services Dept/Organizational Structure

Background Summary: Trout

The upcoming retirement of the City Engineer presents an opportunity to reassess the City of Charles City's organizational structure to better align departmental responsibilities, improve operational efficiency, and ensure appropriate management focus across City functions.

Historically, the City Engineer position has provided engineering expertise as well as support for community development, planning, and zoning functions. In addition, there is consistent operational overlap between these functions and code enforcement activities, which are currently managed within the Public Safety Department. Code enforcement responsibilities account for a significant portion of the Public Safety Director's time that could otherwise be dedicated to police and fire oversight.

To address these overlapping responsibilities, staff proposes the formation of a new Development Services Department. This department would consolidate community development, planning and zoning, development review, building inspections, engineering coordination, and code enforcement functions under a single department.

The proposed department would be managed by a Development Services Director reporting directly to the City Administrator. The Director would be responsible for overseeing planning and zoning activities, development review and permitting, building inspections, code enforcement, floodplain management, and related regulatory programs. The position would also provide professional guidance to City Council, boards and commissions, serve as staff liaison to the Planning and Zoning Commission and Board of Adjustment, and advise on short- and long-range planning efforts, including the Comprehensive Plan and Capital Improvement Program.

Establishing a Development Services Department would better align related functions, improve coordination and accountability, reduce operational strain on the Public Safety Department, and ensure consistent management of development, planning, and regulatory responsibilities. Similar department structures are utilized by many comparable cities to coordinate planning, development, engineering, and regulatory functions under a single administrative framework.

Attached for reference is a draft job description for the Development Services Director and a table illustrating the shift in duties between the current organizational structure and the proposed changes.

City of Charles City

Development Services Director

Department: Development Services

FLSA Status: Exempt

Reports To: City Administrator

Union: No

Civil Service: No

Class Summary

Performs a variety of supervisory, administrative, and professional work in the development, coordination, and implementation of community development, planning, zoning, development review, building code administration, engineering, code enforcement programs and services for the City of Charles City.

Essential Duties

1. Plans, organizes, and supervises development review, building, housing, plan check, inspection, and code compliance activities. Administers and enforces construction, zoning, housing, safety, floodplain, and maintenance codes and ordinances; oversees inspections, contractor licensing, and permitting activities; and ensures compliance with approved plans and conditions.
2. Plans, organizes, supervises, and evaluates the functions and activities of Planning and Zoning, Building Inspections, Code Enforcement, and related development services functions.
3. Directs, hires, supervises, evaluates, trains, and disciplines assigned staff; establishes work priorities and performance expectations; and fosters a professional, customer-service-oriented work environment.
4. Provides leadership and direction in the development, implementation, and maintenance of short- and long-range plans and projects, including, but not limited to, the Comprehensive Plan, zoning and subdivision regulations, annexation studies, land use plans, transportation studies, stormwater management planning, downtown redevelopment initiatives, and Capital Improvement Program coordination.
5. Supervises the evaluation of land use and development proposals for conformity with applicable City, State, and Federal laws, regulations, and adopted plans; evaluates development impacts and prepares recommendations for City Council, Planning and Zoning Commission, and other boards or commissions.
6. Serves as the primary staff liaison to the Planning and Zoning Commission, Board of Adjustment, and other assigned boards or commissions. Coordinates meeting agendas

and materials, attends meetings, and provides professional staff support and recommendations.

7. Provides professional planning, development, and regulatory advice to City Council, boards, commissions, and City staff. Prepares and presents studies, reports, and recommendations; delivers public and private presentations; and supports informed decision-making.
 8. Responds to inquiries from residents, developers, contractors, and other stakeholders regarding planning, zoning, development regulations, and City policies. Resolves complex development-related issues and disputes while maintaining positive public relations.
 9. Maintains effective working relationships with City departments, consulting engineers, contractors, County, State, and Federal agencies, and professional organizations. Serves as the City's designated administrator for the Community Rating System (CRS) and floodplain management program; ensures compliance with FEMA, NFIP, and state floodplain regulations; coordinates required documentation, audits, and reporting; and oversees ADA sidewalk compliance and related regulatory programs.
 10. Oversees the development, maintenance, and accuracy of planning, zoning, and community development records, databases, maps, plats, permits, and related documentation. Coordinates the maintenance and updating of the City's Geographic Information System (GIS).
 11. Prepares and administers the department's annual operating budget; ensures activities are performed within budget; and promotes effective and efficient use of personnel, funds, materials, facilities, and time.
 12. Negotiates, coordinates, and manages professional service and consulting contracts related to development and engineering related services activities.
 13. Attends work regularly at the designated time and place and follows applicable safety rules and regulations.
 14. Performs other duties as assigned.
-

Minimum Qualifications

Education and Experience

- Graduation from high school or GED.
- Graduation from an accredited four-year college or university with a bachelor's degree in urban planning, land use planning, public administration, civil engineering, construction management, or a closely related field.
- Five (5) years of progressively responsible experience in municipal planning, community development, construction, or a related field, including supervisory or management experience.
- A master's degree in a related field may be substituted for a portion of the required experience.
- Equivalent combinations of education and experience may be considered.
- Valid driver's license or ability to obtain one prior to appointment

Certifications and Licenses (Preferred)

- Certification from the American Institute of Certified Planners (AICP)
 - Ability to obtain:
 - Lead Safe Renovator-Iowa Dept of Inspect & Appeals
 - Property Maintenance & Housing Inspector (64) ICC
 - Residential Building Inspector (B1) ICC
 - Residential Electrical Inspector (EI) ICC
-

Knowledge, Skills, and Abilities

- Thorough knowledge of municipal planning, zoning, land use, development review processes and construction contract administration
 - Working knowledge of building, zoning, housing, floodplain, municipal infrastructure, and related regulatory codes
 - Ability to interpret and apply Federal, State, and local laws and regulations
 - Ability to plan, organize, and supervise the work of professional, technical, and administrative staff
 - Ability to communicate complex technical and regulatory information clearly and effectively, both orally and in writing
 - Ability to establish and maintain effective working relationships with elected officials, staff, consultants, developers, contractors, and the public
 - Proficiency in standard office software, permitting systems, and GIS applications
 - Ability to maintain confidentiality and exercise sound professional judgment
-

Tools and Equipment Used

Standard office equipment, personal computer and software applications, GIS systems, permitting software, telephone, and motor vehicle.

Physical Demands

Work is primarily performed in an office environment with occasional site visits to construction and development locations. Duties may include sitting, standing, walking, bending, and lifting light objects. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

The work environment includes standard office conditions with occasional exposure to outdoor weather conditions during site inspections. Noise levels are typically quiet in the office and moderate in the field.

Disclaimer

The duties listed are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list. The City of Charles City reserves the right to modify this job description at any time to meet organizational needs.

COMMUNITY SERVICES OPERATIONS - CURRENT		
DUTIES	ENGINEER	PUBLIC SAFETY DIRECTOR
Review private project development plans for compliance with codes, regulations and standards, adequacy of applications for permits and compliance with approved plans.	☒	☐
Coordinates the preparation of, or develops, engineering plans and specifications, coordinates required advertising for bids, reviews construction bids and makes necessary recommendations based on lowest and best bids, competency of vendors and consultants, and the selection criteria.	☒	☐
Provides project management of, or develops, reviews and updates the sanitary sewer, water, storm drainage and street system maps, data base and comprehensive plans.	☒	☐
Maintains the engineering library, infrastructure records, and local FEMA map repository	☒	☐
Draw engineering plans and specifications for minor city projects	☒	☐
Responds to public and internal inquiries relative to engineering policies and procedures on specific projects and other information. Evaluates issues and options regarding municipal public works and makes recommendations.	☒	☐
Reviews utility permits, street use permits, franchise utility permits, etc.	☒	☐
Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding division activities and services.	☒	☐
Assists in the evaluation of transportation and traffic impacts of development proposals, permits, rezones, plats, etc. Prepares traffic, utility and other studies and reports.	☒	☐
Provides input towards intersection signal and channelization design. Develops and maintains a pavement management system.	☒	☐
Coordinates sidewalk inspection, maintenance and enforcement programs including American Disabilities Act (ADA) Compliance.	☒	☐
Coordinates Community Rating System (CRS) and Flood Plain Management Program	☒	☐
Monitors inter-governmental actions affecting public works.	☒	☐
Assists applicants with preparing documentation for Planning and Zoning approval	☒	☐
Attends P&Z and BOA meetings and acts as the primary point of contact for the boards	☒	☐
Updates the GIS System	☒	☐
Oversees code enforcement operations and officers	☐	☒
Responds to grieviances and inquiries from the public regarding code enforcement activities	☐	☒
TOTAL	16	2

COMMUNITY SERVICES OPERATIONS - PROPOSED			
DUTIES	ENGINEER	PUBLIC SAFETY DIRECTOR	DEV. SERV. DIRECTOR
Review private project development plans for compliance with codes, regulations and standards, adequacy of applications for permits and compliance with approved plans.	☐	☐	☒
Coordinates the preparation of, or develops, engineering plans and specifications, coordinates required advertising for bids, reviews construction bids and makes necessary recommendations based on lowest and best bids, competency of vendors and consultants, and the selection criteria.	☐	☐	☒
Provides project management of, or develops, reviews and updates the sanitary sewer, water, storm drainage and street system maps, data base and comprehensive plans.	☒	☐	☐
Maintains the engineering library, infrastructure records, and local FEMA map repository	☐	☐	☒
Draw engineering plans and specifications for minor city projects	☒	☐	☐
Responds to public and internal inquiries relative to engineering policies and procedures on specific projects and other information. Evaluates issues and options regarding municipal public works and makes recommendations.	☐	☐	☒
Reviews utility permits, street use permits, franchise utility permits, etc.	☐	☐	☒
Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding division activities and services.	☐	☐	☒
Assists in the evaluation of transportation and traffic impacts of development proposals, permits, rezones, plats, etc. Prepares traffic, utility and other studies and reports.	☒	☐	☐
Provides input towards intersection signal and channelization design. Develops and maintains a pavement management system.	☒	☐	☐
Coordinates sidewalk inspection, maintenance and enforcement programs including American Disabilities Act (ADA) Compliance.	☐	☐	☒
Coordinates Community Rating System (CRS) and Flood Plain Management Program	☐	☐	☒
Monitors inter-governmental actions affecting public works.	☐	☐	☒
Assists applicants with preparing documentation for Planning and Zoning approval	☐	☐	☒
Attends P&Z and BOA meetings and acts as the primary point of contact for the boards	☐	☐	☒
Updates the GIS System	☐	☐	☒
Oversees code enforcement operations and officers	☐	☐	☒
Responds to grievances and inquiries from the public regarding code enforcement activities	☐	☐	☒
TOTAL	4	0	14

MEETING DATE: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution No. 12-26 approving Payment Request No. 11 to Kingland Construction – City Hall/Police Department Renovation Project.

–

Recommendation: Approve Resolution No. 12-26

–

Background Summary: John

Attached is payment request no. 11 from Kingland Construction for work completed on the City Hall/Police Department Renovation project. Payment Request No. 11 is in the amount of \$82,181.20. Including this payment, a total of \$2,020,181.41 has been paid to Kingland Construction.

The December payment request is lower than past monthly payments. Work continues on the HVAC, electrical, sprinkler system, and Openings (doors and windows). Bergland+Cram Architects has reviewed the payment request and recommends approval of the payment,

We recommend approval of Resolution 12-26 for Payment Request No. 11 for the City Hall Police Department Renovation Project.

CITY OF CHARLES CITY

RESOLUTION NO. 12-26

*RESOLUTION APPROVING PAYMENT REQUEST #11 FOR THE CITY HALL/POLICE
DEPARTMENT RENOVATION PROJECT*

WHEREAS, the City of Charles City, Iowa previously entered into a contract with Kingland Construction for the City Hall/Police Department Renovation Project; and

WHEREAS, Kingland Construction has submitted Pay Request #11 for this project in the amount of \$82,181.20; and

WHEREAS, Bergland & Cram Architects have reviewed this pay estimate and recommending payment of the amount.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Charles City, Iowa, meeting in regular session on this 21st day of January, 2026, that pay estimate #11 submitted by Kingland Construction in the amount of \$82,181.20 for the City Hall/Police Department renovation project is hereby approved for payment.

COUNCIL MEMBER moved for the adoption of the foregoing resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the
voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of January, 2026.

Dean Andrews, Mayor

Attest:

Brittney Lentz, City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

CUSTOMER:	City of Charles City 900 Clark St Charles City, IA 50616	PROJECT:	City Hall& PD Renovation 900 Clark St Charles City, IA 50616	APPLICATION NO:	X 11	Distribution Via Email:
						☐ OWNER
						☐ ARCHITECT
CONTRACTOR:	Kingland Construction Services 3216 HWY 69 S Forest City, IA 50436	VIA ARCHITECT:	Dana Thomas, Bergland + Cram 115 Delaware Ave Mason City, IA 50401	PERIOD TO:	12/31/2025	☐ CONTRACTOR
				PROJECT NO:	24006	☐ CM AGENT
CONTRACT FOR:	City Hall & Police Dept Renvoation			CONTRACT DATE:	12/16/2024	☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet Page 2, is attached.

1. ORIGINAL CONTACT SUM	\$ 4,734,000.00
2. Net change by Change Orders	132,393.51
3. CONTRACT SUM TO DATE (Line 1±2)	4,866,393.51
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	2,995,359.06
5. RETAINAGE:	
a. 5% 149,767.96on Completed Work (Column D + E on G703)	\$ 137,903.79
b. On Stored Material	11,864.17
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	149,767.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	2,845,591.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	2,763,409.90
8. CURRENT PAYMENT DUE	82,181.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	2,020,802.41

Change Order Summary	Additions	Deductions
Total Changes approved in previous months by Owner:	133,668.21	7,738.45
Total approved this Month	6,463.75	0.00
NET CHANGES by Change Order	\$ 132,393.51	

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 12/24/2025

State of: IA County of: Hancock

Subscribed and sworn to before me this 24th day of December 2025

Notary Public: Jamie Gasteiger

My Commission Expires: 12/18/2027

[Signature]

JAMIE GASTEIGER
Notarial Seal - Iowa
Commission Number 861265
My Commission Exp. 12/18/27

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified \$ 82,181.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

BY: Dana Thomas Date: 01.06.2026

This certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

Project: City Hall& PD
Renovation

Page 2

Application and Certification for Payment

containing contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 12

Application Date: 12/23/2025

Period To: 12/31/2025

Project No: 24006

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G / C)	Balance To Finish (C – G)	Retainage
			Previous Application	This Period					

General Requirements

01.0010	General Conditions	285,659.81	184,403.18	23,742.54	0.00	208,145.72	73	77,514.09	10,407.29
01.01600	Performance & Payment Bond	36,173.93	36,173.93	0.00	0.00	36,173.93	100	0.00	1,808.70
01.01650	Builders Risk/Add. Insurance	5,404.81	0.00	0.00	0.00	0.00	0	5,404.81	0.00
01.01700	Procure	8,800.00	8,800.00	0.00	0.00	8,800.00	100	0.00	440.00
01.01800	Signage Allowances	45,000.00	0.00	0.00	0.00	0.00	0	45,000.00	0.00
01.01801	Ext. Landscape & Planting Allo	50,000.00	0.00	0.00	0.00	0.00	0	50,000.00	0.00
		431,038.55	229,377.11	23,742.54	0.00	253,119.65	59	177,918.90	12,655.99

Existing Conditions

02.02000	Demolition	176,157.27	176,157.27	0.00	0.00	176,157.27	100	0.00	8,807.87
		176,157.27	176,157.27	0.00	0.00	176,157.27	100	0.00	8,807.87

Concrete

03.30000	Concrete	420,491.29	301,360.98	0.00	0.00	301,360.98	72	119,130.31	15,068.05
		420,491.29	301,360.98	0.00	0.00	301,360.98	72	119,130.31	15,068.05

Masonry

04.04000	Masonry	369,981.23	208,642.19	0.00	0.00	208,642.19	56	161,339.04	10,432.11
		369,981.23	208,642.19	0.00	0.00	208,642.19	56	161,339.04	10,432.11

Metal

05.05000	Steel Supplier	99,491.84	94,084.46	0.00	0.00	94,084.46	95	5,407.38	4,704.22
05.05120	Structural steel	18,579.72	18,579.72	0.00	0.00	18,579.72	100	0.00	928.99
05.05130	Loose bearing angles	1,248.30	1,119.34	0.00	0.00	1,119.34	90	128.96	55.97
05.05300	Metal Deck	922.71	922.71	0.00	0.00	922.71	100	0.00	46.14
05.05500	Metal fabrications	2,015.89	1,682.80	0.00	0.00	1,682.80	83	333.09	84.14
05.05900	Ornamental Handrail Vendor	62,425.62	41,473.08	0.00	0.00	41,473.08	66	20,952.54	2,073.65
05.05901	Cable Rail Install	7,584.04	0.00	0.00	0.00	0.00	0	7,584.04	0.00
		192,268.12	157,862.11	0.00	0.00	157,862.11	82	34,406.01	7,893.11

CONTINUATION SHEET

Project: City Hall& PD
Renovation

Page 3

Application and Certification for Payment

containing contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 12

Application Date: 12/23/2025

Period To: 12/31/2025

Project No: 24006

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G / C)	Balance To Finish (C – G)	Retainage
			Previous Application	This Period					

Wood , Plastic and Composites

06.60000	Rough Carpentry	9,439.78	6,654.57	865.92	0.00	7,520.49	80	1,919.29	376.02
06.61000	Casework	72,228.03	6,155.33	0.00	12,978.08	19,133.41	26	53,094.62	956.67
		81,667.81	12,809.90	865.92	12,978.08	26,653.90	33	55,013.91	1,332.69

Thermal and Moisture Protectio

07.07200	Insulation - sub	18,202.33	5,834.21	0.00	0.00	5,834.21	32	12,368.12	291.71
07.07270	EIFS-sub	54,048.16	0.00	18,473.66	0.00	18,473.66	34	35,574.50	923.68
07.07290	Fluid Applied Air Barrier-sub	5,037.29	0.00	0.00	0.00	0.00	0	5,037.29	0.00
07.07415	ACM Alum Comp Panels Vendor	214,469.56	34,776.24	0.00	0.00	34,776.24	16	179,693.32	1,738.81
07.07416	ACM Alum Comp Panel Install	61,614.89	0.00	0.00	0.00	0.00	0	61,614.89	0.00
07.07500	Membrane roofing - sub	182,682.76	120,190.76	0.00	33,340.00	153,530.76	84	29,152.00	7,676.54
07.07900	General sealants	15,587.48	1,406.30	0.00	0.00	1,406.30	9	14,181.18	70.32
		551,642.47	162,207.51	18,473.66	33,340.00	214,021.17	39	337,621.30	10,701.06

Openings

08.80000	Doors & Windows	131,756.42	11,976.17	1,625.61	0.00	13,601.78	10	118,154.64	680.08
08.08300	Overhead Doors	10,528.58	0.00	0.00	0.00	0.00	0	10,528.58	0.00
08.08410	Aluminum entrances and storefr	187,114.71	3,783.46	9,355.74	73,408.45	86,547.65	46	100,567.06	4,327.38
		329,399.71	15,759.63	10,981.35	73,408.45	100,149.43	30	229,250.28	5,007.46

Finishes

09.09200	Gypsum drywall system-sub	196,735.28	118,814.34	0.00	0.00	118,814.34	60	77,920.94	5,940.72
09.09600	Flooring-sub	231,643.90	3,400.00	0.00	113,507.00	116,907.00	50	114,736.90	5,845.35
09.09770	FRP Panels	661.98	0.00	0.00	0.00	0.00	0	661.98	0.00
09.09810	Acoustical Ceiling- Sub	91,773.76	0.00	0.00	0.00	0.00	0	91,773.76	0.00
09.09900	Painting Sub	48,643.34	0.00	0.00	0.00	0.00	0	48,643.34	0.00
		569,458.26	122,214.34	0.00	113,507.00	235,721.34	41	333,736.92	11,786.07

Specialties

10.01000	Specialties	15,425.35	8,466.11	0.00	0.00	8,466.11	55	6,959.24	423.31
		15,425.35	8,466.11	0.00	0.00	8,466.11	55	6,959.24	423.31

CONTINUATION SHEET

Project: City Hall& PD
Renovation

Page 4

Application and Certification for Payment

containing contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 12

Application Date: 12/23/2025

Period To: 12/31/2025

Project No: 24006

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G / C)	Balance To Finish (C – G)	Retainage
			Previous Application	This Period					

Equipment

11.10900	Mail/Key Drop Box	2,602.96	421.26	0.00	0.00	421.26	16	2,181.70	21.06
		2,602.96	421.26	0.00	0.00	421.26	16	2,181.70	21.06

Furnishing

12.12510	Window blinds	10,226.99	0.00	0.00	0.00	0.00	0	10,226.99	0.00
		10,226.99	0.00	0.00	0.00	0.00	0	10,226.99	0.00

Fire Suppression

21.21000	Sprinkler system	75,667.41	58,689.16	2,308.61	0.00	60,997.77	81	14,669.64	3,049.89
		75,667.41	58,689.16	2,308.61	0.00	60,997.77	81	14,669.64	3,049.89

Heating, Ventilating and Air-C

23.23000	Mechanical	665,012.81	494,716.33	10,806.46	0.00	505,522.79	76	159,490.02	25,276.14
		665,012.81	494,716.33	10,806.46	0.00	505,522.79	76	159,490.02	25,276.14

Electrical

26.26000	Electrical	402,280.41	271,036.43	14,051.65	0.00	285,088.08	71	117,192.33	14,254.40
		402,280.41	271,036.43	14,051.65	0.00	285,088.08	71	117,192.33	14,254.40

Earthwork

31.31250	Shoring	54,048.15	49,454.60	0.00	0.00	49,454.60	92	4,593.55	2,472.73
31.31350	Earthwork	281,590.88	279,104.43	0.00	0.00	279,104.43	99	2,486.45	13,955.22
31.31920	Silt Fence	926.29	926.29	0.00	0.00	926.29	100	0.00	46.31
		336,565.32	329,485.32	0.00	0.00	329,485.32	98	7,080.00	16,474.26

Exterior Improvements

32.32760	Lot striping	3,242.89	0.00	0.00	0.00	0.00	0	3,242.89	0.00
32.32820	Site fencing-chain link	5,826.39	0.00	0.00	0.00	0.00	0	5,826.39	0.00
32.32870	Site Furnishings	24,782.16	23,416.91	0.00	0.00	23,416.91	94	1,365.25	1,170.85
32.32910	Landscaping	70,262.60	0.00	0.00	0.00	0.00	0	70,262.60	0.00

CONTINUATION SHEET

Project: City Hall& PD
Renovation

Page 5

Application and Certification for Payment

containing contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 12

Application Date: 12/23/2025

Period To: 12/31/2025

Project No: 24006

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G / C)	Balance To Finish (C – G)	Retainage
			Previous Application	This Period					
		104,114.04	23,416.91	0.00	0.00	23,416.91	22	80,697.13	1,170.85

Change Order 001

50.50001	ASi1 - Garage Casework Change	3,947.78	2,615.40	871.79	0.00	3,487.19	88	460.59	174.36
50.50005	Wall Guard/Siding Credit	-5,113.81	0.00	-114.00	0.00	-114.00	2	-4,999.81	-5.70
50.50008	Sink Change	468.53	0.00	468.53	0.00	468.53	100	0.00	23.43
50.50009	TD 1 Basn Change	-2,624.64	-2,624.64	0.00	0.00	-2,624.64	100	0.00	-131.23
50.50012	Plumbing Depth Change	16,203.01	15,554.89	0.00	0.00	15,554.89	96	648.12	777.74
50.50013	PR 4 - Ext. Wall Change	82,426.92	82,426.92	0.00	0.00	82,426.92	100	0.00	4,121.35
		95,307.79	97,972.57	1,226.32	0.00	99,198.89	104	-3,891.10	4,959.95

Change Order 002

50.50017	Remove & Replace Concrete	5,023.89	5,023.89	0.00	0.00	5,023.89	100	0.00	251.19
		5,023.89	5,023.89	0.00	0.00	5,023.89	100	0.00	251.19

Change Orders

50.50002	PR 1 - Metal Lockers Room 166	6,463.75	0.00	0.00	4,050.00	4,050.00	63	2,413.75	202.50
50.50018	Ext. 2 1/2 Walls at Bar Joist	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
50.50019	2 1/2 Fur out wall on E Side	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
50.50025	PR 25 - Rock & Geogrid	25,598.08	0.00	0.00	0.00	0.00	0	25,598.08	0.00
		32,061.83	0.00	0.00	4,050.00	4,050.00	13	28,011.83	202.50

	Totals	4,866,393.51	2,675,619.02	82,456.51	237,283.53	2,995,359.06	62	1,871,034.45	149,767.96
--	--------	--------------	--------------	-----------	------------	--------------	----	--------------	------------