

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

1. Meeting Date And Time

- A. February 2, 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 21, January 22, January 27, & January 28 Meetings:

7. Consider Approval Of The Consent Calendar

- A. Approval Of Class B Retail Alcohol License For DOLGENCORP LLC Dba Dollar General #2414
- B. Payment Of Claims

Documents:

[CLAIMS REPORT 2.02.26.PDF](#)

8. Business Of The Mayor

- A. Board, Commission, And Committee Appointments

- 1. Re-appoint Mike Lidd to Civil Service Commission- retroactive to 4/2025
- 2. Appoint Jeff Holzer to Park & Rec Board- fulfill the term ending 1/1/2029
- 3. Re-appoint Rick Noah, Roy Schwickerath, and Jeff Titus to Planning & Zoning Commission- terms ending 1/1/2029

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

10. Ordinances, Resolutions, And Motions

- A. Consider Resolution No. 13-26 APPROVING PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES BETWEEN THE CITY OF CHARLES CITY AND CRAWFORD ENGINEERING & SURVEYING

Discussion

Motion

Documents:

[AIS - RES 13-26 MUNICIPAL ENGINEERING SERVICES.PDF](#)

- B. Consider Resolution No. 14-26 APPROVING CONTRACT FOR LEGAL SERVICES BETWEEN THE CITY OF CHARLES CITY AND LYNCH DALLAS LEGAL

Discussion

Motion

Documents:

[AIS - RES 14-26 LYNCH DALLAS LEGAL CONTRACT.PDF](#)

- C. Consider Second 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](#)

- D. Consider Motion To Approve A Business Associate Agreement Between The City Of Charles City And Gallagher Benefit Services

Discussion

Motion

Documents:

[AIS - BAA GALLAGHER BENEFIT SERVICES.PDF](#)
[CITY OF CHARLES CITY. BAA 20260101.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

CLAIMS LIST
JANUARY 22, 2026 - FEBRUARY 2, 2026

VENDOR NAME	REFERENCE	TOTAL
ACCESS SYSTEMS LEASING	COPIER LEASE	\$ 345.61
AFLAC	INSURANCE	\$ 1,294.29
AUDITOR OF STATE	FY25 AUDIT FILING FEE	\$ 625.00
BANCORPSV	FLEX PLAN DRAW-BENNY CARDS	\$ 268.83
BERGLAND & CRAM INC.	CITY HALL RENOVATION	\$ 382.50
CALHOUN-BURNS & ASSOCIATES	SERVICES	\$ 2,621.75
CC CHAMBER OF COMMERCE	HOTEL/MOTEL GRANTS	\$ 5,142.00
CC LIONS CLUB	FLAGS OVER CC	\$ 50.00
CC PAYROLL	PAYROLL ENDING 1/24/2026	\$ 113,463.89
CC PUBLIC EMP HEALTH PLAN	MEDICAL INSURANCE	\$ 40,557.82
CENTURY LINK	PHONES-CITY DEPTS	\$ 356.75
CH MCGUINESS CO INC	CHECK BOILER	\$ 1,208.75
CINTAS	MEDICAL SUPPLIES-CVTC	\$ 444.74
CIRCLE K COMMUNICATIONS INC	CONTRACT SERVICES-TRANSIT	\$ 6,095.62
CITY OF CHARLES CITY	FLEX PLAN DRAW	\$ 1,080.00
CJ COOPER & ASSOCIATES INC	DRUG TEST	\$ 55.00
DELTA DENTAL	DENTAL INSURANCE	\$ 2,718.70
DISH NETWORK	TV SERVICE-P&R	\$ 102.12
EFTPS (PAYROLL TAXES)	FED/FICA TAX	\$ 30,560.26
EMC NATIONAL LIFE-SUPPLEM	LIFE INS-SUPPLE	\$ 6.00
EO JOHNSON	COPIER LEASE- PD/WATER	\$ 45.15
FLOYD COUNTY ENGINEER	BLADE	\$ 100.00
FOSTER GRANDPARENTS	STIPEND/MILEAGE	\$ 94.00
GHD SERVICES INC	SHAW AVE DUMPSITE	\$ 891.88
GRAINGER	MATS	\$ 590.79
HACH COMPANY	LAB SUPPLIES-WTP	\$ 75.90
HAWKINS INC	CL2 CYLINDER-WTP	\$ 1,399.60
IA MUN FINANCE OFFICERS ASSOC	MEMBERSHIP DUES	\$ 20.00
IA PUBLIC EMPLOY RETIREMENT	EMPLOYEE RETIREMENT	\$ 29,555.57
ICMA MEMBERSHIP RENEWALS	EMPLOYEE VOLUNTARY RETIREMENT	\$ 5,002.03
IOWA DEPT OF INSPECTIONS/APPEALS	BOILER INSPECTION	\$ 160.00
IOWA DEPT OF NATURAL RESOURCES	CONST PERMIT FEE-N GRAND RR	\$ 100.00
IOWA FIRE MARSHALS ASSN	DUES	\$ 100.00
JOHN A HOWE	CLEANING CONTRACT-CITY HALL	\$ 570.00
JOHN DEERE FINANCIAL	SUPPLIES-CITY DEPTS	\$ 194.35
KEISER PROPERTIES, LLC	RENT	\$ 1,200.00
KNECHT CAR WASHES	PARK & REC WASH TOKENS	\$ 110.00
L&J INDUSTRIES INC	REPAIRS	\$ 214.00
MACQUEEN EQUIPMENT GROUP	BOOTS	\$ 3,935.45
METERING TECHNOLOGY SOLUTIONS	SUPPLIES	\$ 136.68
MICK GAGE PLUMBING & HEATING	REPAIRS	\$ 100.00
MICROBAC LABORATORIES, INC.	TESTING	\$ 880.00
MIDAMERICAN ENERGY	UTILITIES-CITY DEPTS	\$ 50,607.52
MIKE MOLSTEAD MOTORS INC	REPAIRS	\$ 710.39
MISSISSIPPI LIME COMPANY	STANDARD QUICKLIME-WTP	\$ 11,565.70

CLAIMS LIST
JANUARY 22, 2026 - FEBRUARY 2, 2026

MUNICIPAL FIRE & POLICE	RETIREMENT	\$ 33,696.98
MUNICIPAL SUPPLY INC	PARTS	\$ 325.50
MUTUAL OF OMAHA	LIFE INSURANCE	\$ 1,113.17
NEWBAUER INC	MAT SERVICE-CITY DEPTS	\$ 29.46
PAWS HUMANE SOCIETY	CONTRACT-ANIMAL CONTROL	\$ 1,550.00
POULTON ASSOCIATES-NCIP	FLOOD INSURANCE	\$ 1,110.18
RADAR ROAD TEC-J ESHELMAN	REPAIRS	\$ 155.00
RILEY'S INC	SUPPLIES-CITY DEPTS	\$ 963.10
SJE RHOMBUS	PARTS	\$ 4,690.00
SKYBLUE SOLUTIONS	PHONE SERVICES-CITY DEPTS	\$ 756.43
SNAP ON	PARTS	\$ 561.02
TREASURER STATE OF IOWA	STATE TAX	\$ 7,084.34
TRIUMPH SURPLUS STORE	SHIPPING	\$ 60.32
UNITED FLOW TECHNOLOGIES LLC	ROTARY CUTTER	\$ 13,468.88
UNITED STATES CELLULAR	TABLETS/PHONES-CITY DEPTS	\$ 880.97
US CELLULAR OF CHARLES CITY	PARTS	\$ 214.00
USA BLUEBOOK	CASSETTE BAG	\$ 1,198.05
VERIZON	MDT DATA SERVICES-PD	\$ 120.03
VSP	VISION INSURANCE	\$ 508.87
WISCONSIN INDEPENDENT NETWORK	INTERNET TRANSIT-CITY HALL	\$ 1,313.75
CLAIMS LIST TOTAL		\$ 385,538.69

MEETING DATE: 02/02/26

AGENDA ITEM SUMMARY

Subject: Professional Services Agreement for Municipal Engineering Services

Background Summary: Trout

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

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

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

The City has also received several proposals from other engineering firms that follow the same retainer-based service model.

Staff recommends approval of a contract with CESI due to its similarities to the in-house model that the City has had under City Engineer John Fallis. CESI is also well qualified for the role and offers competitive value for its services.

MUNICIPAL ENGINEERING SERVICES



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

General Engineering

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

Municipal Engineering

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

Traffic & Transportation Engineering

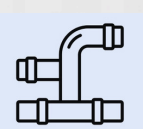
- Traffic Counts
- Speed Studies
- Traffic Signal Warrant Review
- Trip Generation / Traffic Projection Review
- Roadway Capacity Review
- Work Zone Safety Review
- Sidewalk / ADA Ramp Compliance Review
- Bike Path Planning & Design Review
- Pavement Management Program

Current or Previous Contracts

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



Areas of Expertise



Municipal Infrastructure

Water Distribution
Sewer Collection
Storm Water Management



Surveying

Legal Surveys
Topographical Surveys
Construction Staking



GIS

Utility Asset Management
Pavement Condition Ratings



Transportation & Traffic

Traffic Forecasting
Roadway Design
Shared Use Trails



Land Development

Residential Development
Commercial Development



Funding Administration

State & Federal Grants / Loans



118 Third Avenue NE
Independence, Iowa 50644



319-334-7077



mark@crawfordengineering1983.com

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

I. SCOPE OF SERVICES

A. Municipal Engineering Services

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

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

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

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

B. Engineering Services for Specifically Identified Projects

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

CESI through discussions with the City will develop a supplemental Engineering Services Agreement for individual projects as programmed by the City. Dependent on the size, complexity, schedule and funding sources for the proposed improvement, the scope of required services may vary and may include, but not be limited to the following:

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

II. CITY RESPONSIBILITIES

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

III. FEES AND PAYMENTS

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

- C. The fee for services will be based on the terms for services provided as specified in III.A. The engineer's standard hourly rates for Municipal Engineering Services shall remain in effect throughout an initial 24-month period of the Agreement, but shall be subject to renegotiation following that period.
 - 1. At the end of the first 12-month period, Engineer and City Administrator shall review the average number of hours per month of services provided and adjust the identified hours of engineering needs and lump sum monthly fee for the remaining contractual period.
- D. The fee for services will be based on the terms for services provided as specified in III.B and CESI'S standard hourly rates current at the time the work is done.
- E. Payment shall be due within forty-five (45) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.

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

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

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

CITY OF CHARLES CITY, IOWA

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CRAWFORD ENGINEERING & SURVEYING, INC.

By: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS FOR MUNICIPAL PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

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

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

11. Permits and Approvals

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

16. Additional Services

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

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

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

January 27, 2026

Mr. Tyler Trout
City Administrator
City of Charles City
507 Clark Street
Charles City, Iowa 50616

RE: Proposal for Municipal Engineering Services

Dear Tyler,

We would like to thank you and the City Council for giving Fehr Graham the opportunity to submit our proposal for Municipal Engineering Services for the City of Charles City.

We are pleased to provide you with this proposed scope of work for assisting the city with general engineering services and the associated fee structure.

SCOPE OF SERVICES

Fehr Graham will help with the routine day-to-day items where the City requires engineering support. While it has been our experience that there is some difficulty in drawing specific lines with respect to the limits of duties to be included as part of this scope of work, we feel the example list of services included, and the list of exclusions, outline the general areas of responsibilities to be considered part of this contract. This approach will provide an efficient, comprehensive engineering solution that addresses the City's specific needs. The following defines the deliverables, per our understanding of the desired scope of services at this time, and our fee to complete these tasks.

- » Fehr Graham will provide 40 hours of engineering time per month. This time is proposed to be one full day per week to be on a set schedule, with one day per month being on site in the City. The on-site day may include staff meetings, site visits or board meetings as determined to be most beneficial with City staff.
- » Jackson Knudson, PE, will be dedicated as your primary City Engineer with support from our full team. When out of the office for items such as PTO or other required absences, Jackson will be supported by either Jon Beidermain, PE or Ryan Wicks, PE. The resumes for each of these individuals are included for your reference.
- » We will serve as a technical advisor to the City Council, Planning Commission, City Administrator and Department Heads on engineering and public works matters.
- » We will establish regular weekly calls/teams meetings to interact with key staff on issues and tasks. We will be available to meet with developers or board members at other times as requested, if needed.
- » An engineer's report will be prepared monthly to be shared with the City Administrator and included in the Council Packet.
- » Assist with the planning for routine construction and maintenance projects, including conceptual designs, preliminary cost estimates and identification of possible funding options.

- » Review and provide comments on local permit requests such as work in right-of-way, flood plain and utility coordination.
- » Routine updates and maintenance of City maps such as the 911 address map, water, sewer and irrigation maps. Physical data collection for map updates is not included.
- » Participate in negotiations between the City and outside parties, such as county officials, Iowa Department of Transportation (IDOT) officials, utility companies, etc.
- » Review private development proposals, subdivision plats and land-use applications for compliance with city codes and engineering standards.

EXCLUSIONS

The following services are excluded from this proposal:

- » Preparation of detailed plans and specifications for permitting and bid solicitation, as well as construction observation for water, sewer, stormwater or roadway projects initiated by the City.
- » Preparation of surveys, plats, easements or any other similar work required by the State of Iowa to be completed by a registered professional land surveyor.
- » Non-routine planning activities such as Capitol Improvement Planning, Facility Plans, Potable Water Project Plans, etc.
- » Permitting needs beyond routine renewals.
- » Field survey work.
- » Construction Observation Services.

Any of the above services can be performed at an additional cost to the project upon request.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Municipal Engineer: \$6,480/Month

Lump sum fee to be invoiced monthly and adjusted annually starting on 1/1/2027 by 4% or Consumer Price Index, whichever is greater.

All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

ADDITIONAL ENGINEERING SERVICE CONTRACTS

Any additional services (design projects, permit modifications, non-routine planning efforts, etc.) will be handled on a case-by-case basis via a separate engineering service contract or a signed amendment to this contract. In no event will additional work be advanced without written approval by the board of the scope of services and associated fee.

Fehr Graham is committed to creating a mutually rewarding relationship with the City of Charles City. If the information we have provided is in line with your expectations, please sign the attached Agreement for Professional Services and return a copy to my attention. An additional copy may be signed and retained for your records.

January 27, 2026
Mr. Trout, City of Charles City
Municipal Engineering Services
Page 3

Respectfully submitted,

A handwritten signature in blue ink that reads "Ryan M. Wicks". The signature is fluid and cursive, with the first name "Ryan" and last name "Wicks" clearly legible.

Ryan M. Wicks, PE
Principal

RMW/rfg

N:\Proposals\2026\Ryan Wicks\Charles City\City Engineer\Fehr Graham - Charles City Proposal.docx

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Mr. Tyler Trout
 City Administrator
 City of Charles City
 507 Clark Street
 Charles City, Iowa 50616

 641.257.6300

Description of Services:

City of Charles City – Municipal Engineering Services, Charles City, Iowa

Fehr Graham will provide professional services as described in our proposal dated January 27, 2026.

COST:

The fixed fee for performing the above services is \$6, 480 per month, to be adjusted annually starting on 1/1/2027.

All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursable are not to exceed more than 15% markup.*

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By _____

Name Ryan M. Wicks, PE

Title Principal

Date Proposed January 27, 2026

405.0026387.000

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Delaware County, Iowa.

Jackson Knudson, PE

Project Engineer



EDUCATION

B.S. in Civil Engineering
 University of North Dakota, 2015

PROFESSIONAL LICENSES

Professional Engineer
 Iowa #28554
 Minnesota #62310

CERTIFICATIONS/TRAINING

MnDOT Technician
 Aggregate Production
 Bituminous Street Inspector
 Concrete Field Test and Inspector
 Concrete Plant Tester and Inspector
 Grade and Base Tester and Inspector
 Bridge Construction Inspector
 ADA Certification
 OSHA 10-Hour Course
 ATSSA Traffic Control Technician

Iowa Department of Transportation Technician
 Aggregate Technician
 HMA Level 1
 PCC Level 1 and 2

Iowa Stormwater Education Partnership
 Iowa Certified Stormwater Pollution Prevention Plan Designer

Jackson Knudson excels in transportation engineering, focusing on infrastructure improvement plans and pavement, intersection and roadway system design. He is responsible for roadway geometry, traffic studies, stormwater management and staking.

Jackson is responsive, consistently delivering creative, cost-conscious solutions with attentive oversight to help clients meet their goals and maximize long-term value.

COUNTY STATE AID HIGHWAY (CSAH) 3 ROAD WIDENING AND RECONSTRUCTION*

Dodge County, Minnesota

Jackson managed this 10.5-mile project from design through completion. Work included 10 miles of shoulder widening, drainage improvements, Cold-in-Place Recycling, Hot Mix Asphalt paving and reconstruction of a 0.5-mile segment of Dodge SAH 3. During the design phase, Jackson reviewed plans and permits, drafted special provisions and prepared bidding documents. He led utility coordination, oversaw construction and served as the primary contact for Dodge County. He supervised a team of two engineering technicians and ensured project compliance with Minnesota Department of Transportation (MnDOT) standards and federal funding requirements through MnDOT's Delegated Contract Process (DCP).

CSAH 9 BRIDGE REMOVAL AND BOX CULVERT INSTALLATION*

Dodge County, Minnesota

Jackson helped manage and oversee this project, which involved removing a bridge on Dodge CSAH 9 and installing a triple line of precast reinforced concrete box culverts. He reviewed plans and permits and drafted special provisions and bidding documents during the design phase. He coordinated utility relocations, project management activities and construction operations, acting as a primary contact for Dodge County. He oversaw one engineering technician and verified that all project quantities, material testing and inspection activities conformed to MnDOT standards and federal funding requirements following MnDOT's DCP process.

RURAL ROAD DESIGN*

- CSAH 48 Full-Depth Reclamation (FDR) | Steele County, Minnesota
- CSAH 3 Mill and Overlay | Steele County, Minnesota
- Annual countywide pavement markings | Steele County, Minnesota
- 630th street paving | Dodge County, Minnesota

RURAL ROAD CONSTRUCTION*

- CSAH 15 CIR | Dodge County, Minnesota
- CSAH 5 FDR | Dodge County, Minnesota
- CSAH 9 shoulder widening | Dodge County, Minnesota
- CSAH 24 FDR and reconstruction | Dodge County, Minnesota

BOX CULVERT CONSTRUCTION*

- CSAH 5 precast box culvert | Dodge County, Minnesota
- CSAH 9 precast box culvert | Dodge County, Minnesota
- CSAH 4 precast box culvert | Dodge County, Minnesota
- 720th Street poured-in-place box culvert | Hayfield Township, Minnesota

*Project completed with previous employer.



Jon S. Biederman, PE, LSI

Senior Project Manager



EDUCATION

B.S. in Civil Engineering
University of Iowa, 1991

PROFESSIONAL LICENSE

Professional Engineer
Iowa #13868

PROFESSIONAL ASSOCIATIONS

Statewide Urban Design and Specifications
(SUDAS) District 2 Committee Member

Turkey River Watershed Management Authority
Representative, Cities of West Union and Fayette

Society of Land Surveyors of Iowa

Jon Biederman oversees project development, budget estimation, survey coordination, design, specification review, and construction management. He is skilled in field surveying, drafting, design, and construction observation, with experience spanning water distribution, sanitary sewer collection, stormwater management, subdivisions, site plans, streetscapes, roads, recreation facilities, and trails. Jon routinely collaborates with design teams, understands strategic goals, and facilitates teamwork to deliver successful projects. He also assists clients with grant writing and coordinates permitting with review agencies, ensuring projects move smoothly from planning through completion.

IOWA GREEN STREETS IMPROVEMENTS PILOT PROJECT

City of West Union, Iowa

Jon coordinated designs for the downtown reconstruction of West Union, a more than \$10 million project. He was the local contact for the multidisciplinary design team, which included civil, mechanical, electrical and structural engineers and landscape architects. The nontraditional project featured new concepts, including a district geothermal system and more than 4 acres of permeable pavers. Jon also led construction engineering through portions of three construction seasons and held numerous public meetings to inform and educate citizens during design and construction.

ROBINSON DRESSER SPORTS COMPLEX, BASEBALL FIELD DESIGN

Cedar Falls Community School District (CSD), Iowa

Jon was the Lead Designer for the reconstruction of the natural turf baseball field at Cedar Falls High School. He prepared an engineering report identifying drainage-related issues and recommended solutions, which the school board approved after his presentation. Jon managed all phases, including survey, design, contract documents, utility coordination, bid letting, construction staking and observation, and pay estimate preparation. The result is a well-drained, safer playing field for athletes.

WATER SYSTEM IMPROVEMENTS

City of Nashua, Iowa

GATEWAY TO RECREATION TRAIL

City of West Union, Iowa

APLINGTON-PARKERSBURG HIGH SCHOOL DESIGN

Aplington-Parkersburg CSD, Iowa

NASHUA-PLAINFIELD CSD ATHLETIC COMPLEX

City of Plainfield, Iowa

BULLDOG BOULEVARD IMPROVEMENTS

City of Monona, Iowa

WATER STREET IMPROVEMENTS

City of Fayette, Iowa

Ryan M. Wicks, PE

Principal/Branch Manager



Ryan Wicks' experience encompasses a broad range of municipal engineering, site development, transportation, stormwater management, utilities and recreation services. A seasoned professional, Ryan plays a pivotal role managing operations in our Manchester and West Union offices while forging partnerships with community leaders and developers in northeast Iowa and beyond. His commitment extends from initial project conceptualization and budgeting through funding acquisition, design and steadfast oversight during construction. Ryan's unwavering dedication supports a seamless, client-centric process, ensuring project success at every stage. He builds trusted relationships with clients and facilitates transparent communication with stakeholders. He delivers technically sound, cost-effective solutions that enhance infrastructure and quality of life.

EDUCATION

B.S. in Civil Engineering
University of Iowa, 1997

PROFESSIONAL LICENSES

Professional Engineer
Iowa #16341, 2002
Michigan #6201311748, 2022

PROFESSIONAL ASSOCIATION

Partner of Maquoketa River Watershed
Management Authority

AWARD

Inspiring Iowan Award, 2018

NORTH, 4TH AND PLATT STREET IMPROVEMENTS

City of Lansing, Iowa

ANDERSON STREET IMPROVEMENTS

City of Manchester, Iowa

STORMWATER QUALITY IMPROVEMENTS

Center Point, Iowa

EAST MAIN STREET IMPROVEMENTS

City of Manchester, Iowa

BEE BRANCH TRAIL – SYCAMORE STREET BRIDGE TO 12TH STREET IMPROVEMENTS

City of Dubuque, Iowa

MEADOW PARK 4TH ADDITION

Krogmann Construction | Manchester, Iowa

TRACK AND FIELD IMPROVEMENTS

West Carroll Community School District, Mount Carroll, Illinois

EAST STREET WATER LOOP

City of Mount Carroll, Illinois

PICKLEBALL COURTS

City of Manchester, Iowa

REGIONAL MEDICAL CENTER CLINIC SITE PLAN

Invision Architects | Hopkinton, Iowa

FERTILIZER PLANT SITE PLAN

Innovative Ag Services | Elma, Iowa

January 28, 2026

Tyler Trout

City Administrator

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

641.257.6300
cityadmin@cityofcharlescity.org

Approach To Rates

At No Charge

- Phone calls less than 15 minutes
- Agenda and meeting reviews
- Text messages and emails
- Ancillary expenses such as travel, mileage, and printing

Reduced

General Municipal Engineering

- Attend work session, developer, and City meetings
- Assist City staff with engineering related issues
- Act as the City's liaison with other agencies
- Respond and meet with property owners
- Review and evaluate suggested revisions to existing fee schedules, assessment policies, and utility rates
- Proactively identify grant and funding opportunities
- Advise City on current trends and policies
- Coordinate updates to engineering standards

Project-Specific Engineering

When items of a general nature progress into a specific project, ISG will prepare a separate proposal and contract for those services. The City can choose to hire ISG or another firm for project-related services. ISG's proposals are composed to align with the level of work required for each unique project,

RE: Professional Services Agreement Proposal for
City Engineering Services

Charles City, Iowa

ISG

Tyler,

As the City of Charles City strives to maintain critical infrastructure and a high quality of life to accommodate the needs of your community, I & S Group, Inc. (ISG) is eager to serve as your dedicated partner. Backed by our team of multi-disciplinary professionals, vast industry experience, and local familiarity, ISG offers a broad range of services and will foster strong collaboration with the City to help maintain the quality of life that makes Charles City a great place to call home.

CITY ENGINEERING SERVICES AGREEMENT

ISG proposes to serve as the City's partner for city engineering services. This will include providing professional engineering consultation, advice, pre-design support, opinions of probable cost, and other general services, as directed by the City. The following disciplines are included in this partnership:

- Architecture
- Civil Engineering
- Construction Administration
- Economic Development
- Electrical Engineering
- Environmental Services
- Funding
- Interior Design
- Land Survey
- Landscape Architecture
- Mechanical Engineering
- Planning
- Resource Planning
- Structural Engineering
- Water/Wastewater

These consultation services will be available to the City regarding any aspect of your infrastructure. Services will also include desktop reviews to offer feasibility information, helping the City make informed and confident project decisions. ISG is committed to:

- Representing the City as an extension of your staff
- Providing options and reviewing, because there are often multiple solutions
- Updating zoning and utility map copies
- Assist development services in review of subdivisions, construction plans, plats, and construction while putting the interests of the City first
- Making proactive City code, regulation, and standard updates

This proposal includes a one-year appointment based on a monthly retainer of 40 hours, billed at a reduced hourly rate of \$125 per hour. The agreement is renewable annually and may be terminated at any time at the City's discretion.

Alternative Fee Structures

ISG remains flexible in how the City may wish to structure compensation for municipal engineering services. We understand different communities may prefer different models—whether hourly, monthly retainers, task-based authorizations, or hybrid approaches—and we are committed to working collaboratively with City leadership to develop an agreement that is transparent, predictable, and tailored to City needs. Our goal is to establish a structure that provides the City with dependable support, while aligning both parties on expectations, value, and long-term partnership.

COMPENSATION

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following fee table.

Service	Cost
City Engineering	\$125 per hour

ISG appreciates the opportunity to continue to provide a solution tailored to the needs of the City of Charles City. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,



Nick Frederiksen
Senior Project Manager



Joey Whitehouse, PE
Civil Engineer

Attachments

- Project Team
- 2026 Hourly Rates
- General Municipal Engineering Overview
- Why ISG

Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project. ISG's compensation does not include sales or use taxes.

Additional information can be found in our General Terms and Conditions.

bit.ly/2026-terms-isg



ACKNOWLEDGMENT OF ACCEPTANCE

This proposal is valid for 30 days.

Accepted this _____ day of _____, 2026.

Company (Print): _____

Name (Print): _____

Title (Print): _____

Signature: _____

Attachment: Project Team

NICK FREDERIKSEN

Senior Project Manager

Role: Project Executive, Principal In Charge



Nick brings over 27 years of leadership in public infrastructure development, making him exceptionally qualified to guide complex, community-focused projects. As ISG's senior project manager, Nick oversees multi-million-dollar projects with a focus on safety, efficiency, and long-term value for growing communities. His experience spans street and utility reconstruction, corridor revitalization, pedestrian and bicycle improvements, and construction administration—all of which are critical to this transformative project.

Nick has managed projects from early feasibility studies through funding strategy, design, and construction, helping cities achieve impactful outcomes. With a deep understanding of design, construction strategies, and stakeholder collaboration, Nick provides the practical insight and leadership needed to keep projects on time, on budget, and aligned with community goals.

Education

Civil Engineering Coursework
Iowa State University

JOEY WHITEHOUSE, PE

Civil Engineer

Role: Proposed City Engineer



As City Engineer, Joey will provide leadership, coordination, and technical expertise for the City's infrastructure projects, providing essential services such as engineering reviews. With experience across transportation, stormwater, sanitary collection, and water distribution, he has managed projects ranging from new development and construction to roadway and utility rehabilitation. Joey's thorough knowledge of Iowa Statewide Urban Design and Specifications (SUDAS), Iowa Department of Transportation (DOT) standards, and other local design guidelines ensures projects meet regulatory requirements and support the City's long-term needs.

Joey excels at communicating with project teams, clients, stakeholders, and the community throughout planning, design, and construction, ensuring safe, efficient, and successful project delivery. As your City Engineer, Joey will attend City Council and other meetings as needed, coordinate public presentations, oversee project team assignments, manage project quality control, and ensure compliance with City goals and standards.

Education

Bachelor of Science in Civil Engineering
Iowa State University

Project Experience

- Sumner Avenue Downtown Revitalization + Corridor Improvements
Humboldt, IA
- 2nd Street Reconstruction
Des Moines, IA
- 4th Street Reconstruction
Des Moines, IA
- 2017–Current: HMA + PCC Patching
West Des Moines, IA

Project Experience

- Grain District Downtown Redevelopment Plan
Bondurant, IA
- Sumner Avenue Downtown Revitalization + Corridor Improvements
Humboldt, IA
- City Engineer
Pleasantville, IA
- Downtown Streetscape Master Plan
Coon Rapids, IA

Attachment: 2026 Hourly Rates

Rates are effective as of January 1, 2026, and are subject to change.

Job Title	Rate
Administrative, I-IV	\$85-\$160
Architect, I-Senior	\$140-\$250
Architectural Designer, I-Senior	\$130-\$190
Business Developer, I-Senior	\$160-\$245
Business Writer, I-Senior	\$130-\$150
Civil Designer, I-Senior	\$130-\$190
Civil Engineer, I-Senior	\$160-\$250
Commissioning Technician, I-Senior	\$140-\$220
Construction Administrator, I-Senior	\$130-\$180
Development Services Coordinator, I-Senior	\$140-\$210
Drone Specialist, I-Senior	\$130-\$180
Electrical Controls Designer, IV-Senior	\$225-\$235
Electrical Designer, I-Senior	\$140-\$205
Electrical Engineer, I-Senior	\$170-\$270
Energy Distribution Designer, I-IV	\$130-\$170
Environmental Scientist/Engineer, I-Senior	\$140-\$225
Finance Consultant, Senior	\$215
General Counsel	\$395
Geospatial Specialist, I-Senior	\$110-\$170
GIS Specialist, I-Senior	\$140-\$220
Graphic Designer, I-Senior	\$120-\$140
Interior Designer, I-Senior	\$140-\$205
IT Specialist, I-Senior	\$140-\$210
Land Surveyor, I-Senior	\$130-\$210
Landscape Architect, I-Senior	\$150-\$230
Landscape Designer, I-Senior	\$130-\$180
Marketing Consultant, Senior	\$215
Marketing Specialist, I-Senior	\$140-\$160
Mechanical Designer, I-Senior	\$140-\$205
Mechanical Engineer, I-Senior	\$170-\$270
Planner, I-Senior	\$140-\$220
Process Engineer, Senior	\$245
Project Coordinator, I-IV	\$140-\$195
Project Executive, Senior	\$300
Project Manager, I-Senior	\$150-\$240

Job Title	Rate
Refrigeration Designer, I-Senior	\$150-\$220
Refrigeration Engineer, I-Senior	\$195-\$295
Structural Designer, I-Senior	\$130-\$200
Structural Engineer, I-Senior	\$160-\$255
Technical Writer, I-Senior	\$160-\$180
Technology Designer, I-Senior	\$130-\$225
Technology Engineer, I-Senior	\$150-\$235
Telecommunications Designer, I-Senior	\$100-\$160
Telecommunications Engineer, I-Senior	\$170-\$250
Telecommunications Field Designer, I-IV	\$125-\$155
Telecommunications Project Manager, I-Senior	\$150-\$240
Videographer	\$165
Visualization Specialist, I-Senior	\$180-\$235
Water/Wastewater Designer, I-Senior	\$140-\$205
Water/Wastewater Engineer, I-Senior	\$170-\$270
Water/Wastewater Operator, I-IV	\$125-\$140
Water/Wastewater Project Manager, I-Senior	\$150-\$255

Equipment	Rate
Survey Grade GPS	\$65
Mapping Grade GPS	\$24
3D Laser Scanner	\$86
Manhole Scanner	\$85
Mobile Scanner	*
R/C Boat + Sounding	\$62
Surveillance Drone	\$64
Photogrammetry Drone	\$160
Thermal Imaging Drone	\$205
Lidar Drone	*
ATV	\$32
Traffic Counter	\$18
Pipe Crawler	*

Mileage reimbursement is at the IRS standard rate | *Call for pricing of project-specific rates

Attachment: General Municipal Engineering Overview

YOUR MULTIDISCIPLINARY EXPERTS

For us, being your appointed engineer means being your go-to expert and consultant on any City improvement effort. With our multidisciplinary team to support you, we will get the job done right and provide information to help move the City forward.

Our goal is to foster a trusted relationship where you feel comfortable calling us for any reason. Whether for a quick question on an application, a detail on a project, or something general in nature, we don't want you worrying about racking up a bill. If you need us in person, we will be there.

Our team will remain reliable, knowledgeable, and understanding of the task at hand. In addition, we believe in no surprises, remaining transparent and accessible, and maintaining open lines of communication at all times.

General Engineer Roles + Responsibilities

- Serve as a trusted resource and provide guidance to staff
- Share best practices from across the multi-state region
- Act in the City's best interest, always
- Advocate on the City's behalf locally and around the state
- Serve as an extension of your staff
- Communicate clearly and consistently
- Mitigate disagreements, reduce distractions, and advance City initiatives
- Support staff and amplify their voices
- Help establish clear procedures and processes
- Be proactive by reviewing City codes, engineering standards, and funding opportunities
- Provide three or more solutions to a challenge



SERVICES

- Capital Improvement Planning
- Construction Observation + Administration
- Downtown Master Planning
- Facilities Planning + Assessments
- Funding + Grant Assistance
- Geographic Information Systems (GIS)
- Hydraulic + Water Quality Modeling
- Municipal Architecture
- Municipal Planning + Funding Support
- Parks and Recreation Planning and Design
- Pavement Management Planning
- Staging + Traffic Control
- Streets + Corridors
- Stormwater Design + Management
- Transportation Planning + Design
- Wastewater Collection System Planning + Design
- Wastewater Treatment
- Water and Wastewater Operations, Training, and Optimization
- Water Distribution + Storage
- Water Supply + Treatment

WHY ISG?

TRULY FULL-SERVICE

Many firms claim to be full-service—ISG truly is. With a full range of architecture, engineering, planning, and environmental services in-house, we streamline the process and avoid engaging multiple subconsultants to help cities achieve their goals, make better decisions faster, and mitigate unnecessary costs.

TRANSPARENT

Nobody wants a confusing or unexpected bill. Our staff is dedicated to providing transparent pricing with no hidden fees or extra charges.

INVESTED IN QUALITY COMMUNICATION

ISG is committed to being an industry leader and an excellent communicator. We have a performance strategist to equip our team and clients with necessary tools for outstanding communication and leadership.

RESPONSIVE

We respond within 24 hours or less. Whether discussing a project with the City of Charles City or its residents, we proactively communicate and move forward with urgency.

EXTENSION OF YOUR STAFF

Authentic relationships make a difference. That is why we are committed to partnering with the City by serving as an extension of your staff and fostering a collaborative atmosphere to enhance the quality of life in Charles City.

YOUR ADVOCATE

ISG will guide the City in identifying opportunities for improvements, advocating for the best interests of your staff and community while keeping your goals and priorities at the forefront.

NO JERKS ALLOWED

Our team takes pride in hiring people you will enjoy working with. You will notice what we call the ISG Difference right away.





January 27, 2026

Mr. Tyler Trout – City Administrator
City of Charles City
507 Clark Street
Charles City, Iowa 50616

RE: JEO Letter of Interest for Charles City Municipal Engineering Services

Dear Mr. Trout:

Thank you for your initial phone call on Thursday, January 22nd, and our in-person meeting on Monday, January 26th, regarding Charles City's (the City) interest in municipal engineering services. With your in-house engineer planning to retire, the City is in an important transition period—one that also includes adding a new internal position of Community Development Director and establishing new leadership roles and processes as you settle into your first months as City Administrator.

JEO Consulting Group, Inc. (JEO) would be honored to partner with the City during this transition and beyond and are submitting this Letter of Interest (LOI) in response to your request for information. Our approach is to provide dependable day-to-day support while maintaining flexibility and a “grow into it” service model. As we work together, we will focus on building City staff capacity wherever possible—helping your team learn systems, processes, and best practices that can eventually be handled internally. This approach can reduce long-term costs while strengthening internal operations and staff development.

1) UNDERSTANDING & APPROACH

Based on our conversation, the City is seeking a team to serve as a municipal engineering partner on retainer. The selected firm will quickly step in to provide responsive, professional support for day-to-day engineering matters, while also helping the City plan for continuity following the retirement of its dedicated in-house engineer.

JEO's approach emphasizes:

- Responsiveness and availability for routine City engineering questions and needs.
- A collaborative partnership with City leadership and staff to support decision-making and implementation.
- Practical recommendations that match the City's priorities, budget, and long-term infrastructure goals.
- Training, templates, and guidance to help staff build internal capability over time.
- Flexibility to grow into this new role together.

2) SCOPE OF SERVICES

JEO proposes to serve the City on retainer. Due to the uncertain nature of the scope of General Engineering Services and the ongoing transitions at the City, JEO has two options for the City to consider for how our team can provide General Engineering Services.

Option 1

Option 1 is for JEO to provide General Engineering Services at a flat rate of \$150 per hour for up to 40 hours a month. Under Option 1, JEO would bill the City for \$6,000 a month for each monthly billing cycle. For all services provided in excess of 40 hours per month, JEO's standard bill rates will apply.

Option 2

Option 2 is for JEO to provide General Engineering Services at our standard bill rates up to a max of \$6,000 a month. Under Option 2, JEO would bill the City for work completed for the month, where some months may result in billings less than \$6,000.

General engineering services include reviewing private development plans for compliance with the City's Code of Ordinances; reviewing design plans developed by the City or external partners; supporting the development of the City's CIP; helping identify and prioritize capital improvement projects; support the development of project scopes, schedules, and budgets for planning purposes; developing cost estimates as needed; record drawing management; providing input on any City planning and zoning issues; working across City departments to provide general guidance on engineering topics; and review of shop drawings for construction projects.

JEO's standard bill rates will apply for all other services—including things like survey, design, bid support, and construction administration. As those services are requested, JEO will work with the City to determine the appropriate scope and then will provide the City with a fee for performing the services.

3) PROPOSED TERMS

JEO proposes the following terms for an initial municipal engineering services agreement:

- **Term:** Up to three years with routine check-ins. The first check-in will occur at six months and then annually. At the six-month check-in, JEO and the City will discuss performance and the services included in the General Engineering Services. After the six-month check-in, the annual check-in meetings will also include discussing the monthly max not to exceed contract amount.
- **Compensation:** As described in the two options discussed previously up to a max of \$6,000 a month guaranteed through June 30, 2027.
- **City Pre-Approval:** Any work anticipated to exceed the \$6,000 a month will require City pre-approval prior to proceeding.
- **Communication:** Weekly status reports from JEO and monthly status summaries with each billing cycle.
- **City Point-of-Contact:** Tyler Trout, City Administrator.
- **JEO Point-of-Contact:** Tom Rhoads, PE, who will serve as the Consultant City Engineer.

4) WHY CHARLES CITY

JEO is excited about the opportunity to support the City and help the community advance its infrastructure goals during this leadership transition. Our municipal engineering approach is designed to integrate seamlessly with City staff and leadership, bringing the right level of support at the right time.

Our approach offers the following key benefits:

- **No-Cost Transition:** Effective service begins with a deep understanding of you, your staff, and your community. Upon engagement, JEO will work with City staff through a deeper discovery process to assess needs, priorities, current projects, and day-to-day expectations. Findings from the discovery phase process may result in updates to the scope of services and terms of an agreement.
- **Owners' Mindset:** We strive to embrace the “city” in city engineer. By combining municipal experience and engineering expertise, we will help identify challenges early, manage risk proactively, and uncover opportunities for improved efficiency. Our goal is a collaborative partnership that reflects the City's needs and aspirations.
- **Flexible Support for a Growing Team:** With the addition of a Community Development Director and evolving internal responsibilities, JEO can provide support that scales with your organization. We can take on responsibilities when capacity is limited and shift knowledge and tools to City staff as internal capability grows.

As a community-focused firm with over 170 municipal-appointed engineering relationships across Iowa and the Midwest, JEO welcomes the opportunity to serve as the City's engineering partner. We understand the City has options when selecting a municipal engineering consultant, and we would be grateful for the opportunity to earn your trust. If you decide to partner with JEO, we know you won't be disappointed.

If you have any questions or would like to discuss next steps, please feel free to contact Gene or Tom at any time.

Sincerely,



GENE GETTYS
Client Partner
JEO Consulting Group, Inc.

m. 712.579.9798
e. ggettys@jeo.com



TOM RHOADS, PE
Senior Engineer and Project Manager
JEO Consulting Group, Inc.

m. 785.506.2192
e. trhoads@jeo.com

About JEO

At JEO, we help communities thrive.

Since 1937, we've built a reputation on forging lasting partnerships with clients to help them—and our communities—succeed.

Through engineering, architecture, surveying, planning, community engagement, environmental sciences, funding, and construction services, we excel in providing long-term solutions for our clients.



OUR SERVICES



**Aquatics and
Recreation**



Architecture



**Construction
Services**



**Environmental
Science**



Funding Support



GIS Mapping



**Landscape
Architecture**



**Planning and
Engagement**

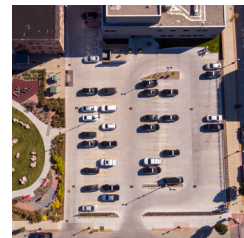
**Full-service firm
with over 400
professionals**



Power and Electric



**Project
Visualization**



Site Civil



**Surveying and
Geospatial**

**16 offices across
Iowa, Kansas,
Nebraska, and
South Dakota**



**Traffic and
Technology**



Transportation



**Water and
Wastewater**



Water Resources

Key Team Members



Tom Rhoads

PE

Tom is an experienced transportation professional with a background in project management, design leadership, and public agency coordination across federal, state, and local levels. He has led multidisciplinary teams to deliver complex infrastructure projects, coordinated extensively with regulatory bodies, and provided oversight from the project scoping, planning, and estimating phase through design and construction. Tom specializes in project management and design services and has subject matter expert safety knowledge. While his career experience has been primarily at the state level, Tom has also served in roles working with the Iowa DOT Local Systems Bureau through a position he held at the ICEASB and as an Assistant City Engineer with the City of Decorah. These roles gave Tom a fresh perspective when it comes to delivering projects allowing him to identify the challenges local communities face while also understanding how partnerships with the state and federal agencies can help communities achieve success.

PROJECT EXPERIENCE

- Streetscape Master Plan and Design, Mount Vernon, IA
- Master Trail Plan and Design, Sumner, IA
- Pavement Management Workshop, Leon, IA
- Private Development Coordination & Review for Code Compliance, Decorah, IA*
- East Main Street Reconstruction, Decorah, IA*
- Veterans Memorial Agreement, Decorah, IA*
- Locust Road Improvements, Decorah, IA*
- Pole Line Road Bridge Replacement, Decorah, IA*
- Pavement and Asset Management, Decorah, IA*
- Development of Annual Street Improvement Plan, Decorah, IA*
- AASHTO's Roadside Design Guide Update, Co-Lead Author*

PROJECT ROLE

City Engineer

EDUCATION

B.S., Civil Engineering
University of Iowa

REGISTRATION

Professional Engineer:
IA, KS, MN, MO^, SD^

TENURE

Industry: 17 Years
JEO: <1 Year

REFERENCES

City of Decorah

Keri Sand

City Clerk, Finance Officer
ksand@decorah.iowa.gov
563-382-3651

City of Sumner

Laura Albert

Parks and Rec Director
sumnerparkandrec@gmail.com
319-327-1913

City of Leon

Kyle Sheetz

City Administrator
cityleon@grm.net
641-446-6221

**Completed prior to joining JEO*

^Pending Comity Applications.



Gene Gettys

Gene understands what goes into running a city and making it thrive. He worked for 12 years in the public sector, with four years as Mayor and eight as City Administrator for Harlan, Iowa. Gene's public service experience combined with 25+ years in the business world give him a unique perspective to bring strategic initiatives to life and foster community buy-in.

PROJECT RESPONSIBILITY

Gene will be the secondary point of contact for JEO and may attend City Council or other staff meetings as necessary. Working with Tom, Gene will utilize his municipal experience to provide insight and knowledge to best serve the City of Charles City.

PROJECT ROLE

Client Partner

EDUCATION

B.A., Psychology, Economics/
Business Administration
Drake University

TENURE

Industry: 38 Years
JEO: 1 Year



Erin Pingel

Erin brings a wide range of skills, including community planning and over 18 years of grant writing experience. She has worked on project development and management, community needs assessments, strategic planning, and successful grant development and administration. Erin specializes in funding identification and implementation.

PROJECT EXPERIENCE

- 2023 Street Improvements, Sidney, IA
- Transportation Alternatives Grant Program Assistance: Augusta, Great Bend, Hutchinson, and South Hutchinson, KS
- 2023 Street Improvements, Sidney, IA

PROJECT ROLE

Funding Specialist

EDUCATION

B.S., Psychology, Sociology, and
Human Services
Buena Vista University

CERTIFICATION

Community Development Block
Grant Administrator

TENURE

Industry: 18 Years
JEO: 3 Years

RESOLUTION NO. 13-26

*RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
MUNICIPAL ENGINEERING SERVICES BETWEEN THE CITY OF CHARLES CITY
AND CRAWFORD ENGINEERING & SURVEYING*

WHEREAS, the City of Charles City (the "City") requires professional engineering services to assist with site development reviews, capital improvement planning, technical infrastructure issues, and general municipal representation; and

WHEREAS, Crawford Engineering & Surveying, Inc. ("CESI") has the expertise and qualifications to provide said services and has designated Mark A. Crawford, P.E., as the primary engineer for the City; and

WHEREAS, a Professional Services Agreement has been prepared outlining a scope of services including both general municipal engineering and a framework for specifically identified projects; and

WHEREAS, the agreement established a retainer fee of \$4,800.00 per month for general municipal services (based on approximately 40 hours per month), provides for a review of the average number of hours per month and adjustment if needed after the first 12-month period, and provides for separate project-specific agreements as needed.

WHEREAS, it is in the best interests of the City to approve and authorize the Agreement to retain CESI 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 CESI and the City be, and is hereby, approved, and the mayor and city clerk are 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 February, 2026

Dean Andrews, Mayor

Attest:

Brittney Lentz, City Clerk

MEETING DATE: 2/02/2026

AGENDA ITEM SUMMARY

Subject: Contract for Legal Services with Lynch/Dallas Legal

Background Summary:

Due to a pending civil service appeal, the City is required to provide independent legal counsel to the Civil Service Commission. City Attorney Brad Slotter has identified a conflict of interest between himself and the defendant in this matter and is therefore unable to represent the Commission.

As a result, the City's employment counsel, Ahlers & Cooney, has recommended retaining Lynch Dallas Legal to provide independent legal services to the Civil Service Commission on an as-needed basis. The proposed agreement outlines hourly rates, reimbursable expenses, and billing practices consistent with similar legal service agreements and has been reviewed and approved by legal counsel.

Given the time-sensitive nature of the pending appeal and the City's obligation to ensure independent legal representation for the Civil Service Commission, staff recommends approval of the agreement with Lynch Dallas Legal.

CONTRACT FOR LEGAL SERVICES

IT IS AGREED between the City of Charles City ("City") and Lynch Dallas Legal ("Attorneys"), as follows:

1. **LEGAL SERVICES.** The City will hire Lynch Dallas Legal to provide legal services and representation of the Charles City Civil Service Commission ("Commission") for specific matters as requested by the Commission on an as-needed basis.

2. **EXPENSES.** In addition to payment for fees, the Commission shall reimburse Attorneys for reasonable expenses incurred on behalf of the Commission, including but not limited to computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the Commission. In the case of very large expenses, the Commission may be required to pay said expenses directly or in advance. Any unpaid expense will be billed periodically by Attorneys and will be paid by Commission upon billing. Any unused expense money advanced to Attorneys by the Commission shall be refunded to the Commission.

Reimbursement of Expenses

Filing Fees	Actual Cost
Postage	Actual Cost
Mileage	Federal Rate (IRS)
Online Research (Westlaw®)	\$75.00/search (not to exceed one charge per research project)
Color Copies	\$0.60/page

3. **FEES.** The Commission shall pay Attorneys for fees at the following hourly rates:

Shareholders	\$300.00
Associates	\$275.00
Legal Assistants	\$200.00

The Commission shall be billed an attorney's usual hourly rate for travel time, plus reimbursement for mileage at the federal rate, as set forth above.

4. **BILLING.** The Commission shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the Commission's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

5. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas Legal, P.O. Box 2457, Cedar Rapids, Iowa 52406-2457.

6. **COMMUNICATION.** Consistent with the City's desire to balance the efficient control of legal expenses with the need for the Civil Service Commission to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the Civil Service Commission members are appropriately informed of ongoing matters and questions are answered promptly. Lynch Dallas Legal's point of contact with the authority to authorize legal work and advice shall be the Charles City Civil Service Commission Clerk.

7. CONTINUING CONTRACT; RATE ADJUSTMENT. This Contract shall continue in full force and effect without action of the parties. Considering the ongoing nature of this Contract, it may be necessary for Attorneys to periodically adjust hourly rates and/or expenses to account for changing market conditions. Attorneys shall submit hourly rate and/or expense adjustments to the Commission in writing on or before January 1 of the year, during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1 of said year.

8. DISCHARGE OR WITHDRAWAL. The City shall have the right to terminate Attorneys at any time. The City will, however, still owe Attorneys any money due at the time the City gives notice of that decision including but not limited to advanced costs and the recoverable hourly rate noted above already expended on the City's behalf pursuant to this Contract. Attorneys have the right to withdraw from representing the Commission if: (a) the Commission insists upon pursuing an objective Attorneys deems to be imprudent; (b) the Commission makes representation unreasonably difficult or unethical; (c) the Commission fails to disclose information after being asked to do so or discloses false information; (d) the Commission fails to cooperate in pursuing its matters; (e) the Commission fails to pay fees or expenses when due; or (f) other good cause for withdrawal exists. Attorneys do not waive their right to withdraw even where they continue to represent the Commission after an event permitting withdrawal.

9. RECORDS. At the City's request upon termination, any documents furnished by the City or the Commission will be returned promptly upon receipt of payment for outstanding fees and charges. Attorneys' files, including attorney work product, pertaining to the above referenced representation will be retained by Attorneys. For various reasons, including the minimization of unnecessary storage expenses, Attorneys reserve the right to dispose of any documents or other material retained by Attorneys following termination of this engagement in accordance with applicable industry standards.

10. GENERAL PROVISIONS. This Contract replaces all prior agreements between the parties and contains the entire agreement of the parties. This Contract shall not be amended except by a written instrument duly signed by the City and Attorneys. Paragraph headings are for convenience or reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

Dated the ____ day of _____ 2026.

CHARLES CITY CIVIL SERVICE COMMISSION LYNCH DALLAS LEGAL

By: _____

By: _____
Holly A. Corkery, Shareholder

RESOLUTION NO. 14-26

*RESOLUTION APPROVING A CONTRACT FOR LEGAL SERVICES BETWEEN THE
CITY OF CHARLES CITY AND LYNCH DALLAS LEGAL FOR REPRESENTATION OF
THE CHARLES CITY CIVIL SERVICE COMMISSION*

WHEREAS, the Charles City Civil Service Commission ("Commission") requires specialized legal representation and counsel for specific matters on an as-needed basis; and

WHEREAS, Lynch Dallas Legal ("Attorneys") has proposed a Contract for Legal Services to provide such representation, including a schedule of fees and expense reimbursements; and

WHEREAS, the City of Charles City ("City") finds it in the best interest of the municipal corporation and the Commission to engage the services of Lynch Dallas Legal to ensure professional legal guidance and compliance with applicable laws and regulations; and

WHEREAS, the proposed contract outlines an hourly rate structure of \$300.00 for Shareholders, \$275.00 for Associates, and \$200.00 for Legal Assistants, alongside standard expense reimbursement protocols.

NOW, THEREFORE BE IT RESOLVED that the Contract for Legal Services between Lynch Dallas Legal and the City of Charles City Civil Service Commission 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 February, 2026

Dean Andrews, Mayor

Attest:

Brittney Lentz, City Clerk

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 _____, 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 _____, 2026.

Brittney Lentz, City Clerk

AGENDA ITEM SUMMARY

Subject: Consider Motion to Approve BAA with Gallagher Benefit Services

Background Summary: Brittney

Gallagher Benefit Services, Inc. (formerly Acumen Advisors) has served as the benefits advisor for the city's employee insurance programs for many years. They negotiate insurance premiums, "shop" and manage the city's full insurance portfolio (health, dental, life coverage, etc.) to ensure competitive benefits for staff, and manage federal legal requirements.

The attached Business Associate Agreement (BAA) establishes a formal framework between the City and Gallagher to ensure the protection of health information. The agreement outlines how both parties will handle Protected Health Information (PHI) in compliance with HIPAA, the HITECH Act, and associated federal regulations.

Key Responsibilities:

- Gallagher: Must implement appropriate administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of PHI. They are also responsible for ensuring any subcontractors agree to the same restrictions.
- City of Charles City: Agrees to provide only the minimum amount of PHI necessary for Gallagher to perform its services and must notify Gallagher of any changes in privacy practices or individual authorizations.
-

Data Security and Breach Notification

- Notification Timeline: Gallagher must notify the City of any security incident or breach of unsecured PHI as soon as practicable, but no later than 60 days after discovery.
- Required Info: Breach notices must include the date of the event, the type of PHI involved, and the identity of affected individuals.
- Indemnification: Each party agrees to indemnify and hold the other harmless for losses or claims arising from their own breach of the agreement or violation of regulations.
-

Termination and Data Handling

- Termination for Cause: The City can terminate the agreement if Gallagher fails to cure a material breach within 30 days.
- Post-Termination: Upon termination, Gallagher must return or destroy all PHI unless retention is required for legal or management purposes, in which case protections must continue.

The agreement has been reviewed by Attorney Slotter, who recommended approval by simple motion.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) is entered into on January 01, 2026 (the “**Effective Date**”), by and between City of Charles City. (“**Covered Entity**”) and Gallagher Benefit Services, Inc. (“**Business Associate**”).

RECITALS

WHEREAS, Business Associate provides, or intends to provide, certain services to Covered Entity described in an underlying agreement (“**Underlying Agreement**”);

WHEREAS, to the extent that Covered Entity and Business Associate qualify as a “covered entity” and “business associate” (as such terms are defined in 45 C.F.R. § 160.103) with regard to any Protected Health Information (“**PHI**”) processed as part of the Underlying Agreement, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use, disclosure and security of PHI under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C. § 17901 *et seq.* (“**HITECH Act**”), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act, and any current and future regulations promulgated under either are collectively referred to as the “**Regulations**”); and

WHEREAS, in the event and only to the extent that the Regulations apply to any data received by Business Associate from or on behalf of Covered Entity, Covered Entity and Business Associate understand and agree that the Regulations require Covered Entity and Business Associate to enter into this Business Associate Agreement, which shall govern the use, disclosure and security of PHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) “**Breach**” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

(b) “**Electronic Protected Health Information**” or “**ePHI**” shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) “**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(d) “**Privacy Rule**” shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) “**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

(g) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or their designee.

(h) “**Security Incident**” shall mean a successful unauthorized access, use, disclosure, modification or destruction of Unsecured PHI;

(i) “**Security Rule**” shall mean the Standards for Security of ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) “**Unsecured PHI**” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.

Capitalized terms used but not defined in this Agreement shall have the same meaning as those terms are defined in the Regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate shall only use or disclose PHI as permitted or required by this Agreement.

(b) Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to take reasonable steps, including providing adequate training to its employees, to ensure compliance with this Agreement and the Regulations.

(d) Business Associate shall ensure that any agents and sub-contractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to comply with substantially the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Business Associate shall enter into written agreements with any such agents and subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, the Regulations.

(e) Upon request of Covered Entity and to the extent that Business Associate maintains PHI in a Designated Record Set that is not also in Covered Entity’s possession, Business Associate shall provide Covered Entity with access to the PHI in the Designated Record Set in a reasonable time and manner as designated by Covered Entity, in order for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524.

(f) To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall make any amendment to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner as designated by Covered Entity.

(g) Upon request of Covered Entity, Business Associate shall provide Covered Entity with documentation of any disclosures by Business Associate that would be required for an accounting of disclosures to an Individual under 45 C.F.R. § 164.528 in a reasonable time and manner as designated by Covered Entity.

(h) Business Associate shall give notice to Covered Entity of any request under 45 C.F.R. §§ 164.524, 164.526 or 164.528 that it receives directly from an Individual in order for Covered Entity to comply with its requirements under the Regulations.

(i) Business Associate shall have policies and procedures in place to ensure its compliance with the Privacy Rule to Support Reproductive Health Care Privacy, 89 Fed. Reg. 32976 (2024), and to ensure it does not use or disclose PHI in violation of 45 C.F.R. § 164.502(a)(5)(iii).

(j) To the extent Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(k) Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations, subject to any attorney-client or other applicable legal privileges.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity, including as necessary to perform the services set forth in the Underlying Agreement.

(b) Business Associate may use or disclose PHI as Required by Law.

(c) Business Associate must not use or disclose PHI in a manner that is prohibited under the Privacy Rule, 45 C.F.R. § 164.502(a)(5), or would otherwise violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures permitted in this Agreement.

(d) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(e) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) Such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached.

(f) Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of such use, disclosure or request subject to the exceptions set forth in the Privacy Rule.

(g) Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514(a)-(c) (“**De-Identified Information**”) and may use and disclose such De-Identified Information for lawful purposes provided that the De-Identified Information cannot be reasonably linked to Covered Entity or any Individual.

(h) Business Associate may use PHI to provide Data Aggregation services related to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Business Associate shall comply with any requests for restrictions on certain uses and disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 and of which Business Associate has been notified by Covered Entity.

(j) In the event Business Associate receives a request for the use or disclosure of PHI that is potentially related to Reproductive Health Care, as defined by 45 C.F.R. § 160.103 (“**RHI**”) and that may be prohibited under 45 C.F.R. § 165.502(a)(5)(iii), Business Associate shall (i) notify Covered Entity of such request; and (ii) only use or disclose the RHI to the requester if (1) Business Associate has reasonably determined that such use or disclosure is not prohibited under 45 C.F.R. § 165.502(a)(5)(iii), and (2) where required, Business Associate has received a signed attestation in the form required by 45 C.F.R. § 164.509 from the requestor that the use or disclosure of RHI is not for a purpose prohibited by 45 C.F.R. § 164.502(a)(5)(iii).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity agrees that the permitted and required uses and disclosures of PHI by Business Associate pursuant to this Agreement are and, at the time of execution and throughout the term of this Agreement, will be consistent with the form of the notice of privacy practices that Covered Entity provides to Individuals in accordance with 45 C.F.R. § 164.520. Covered Entity shall provide notice to Business Associate of any changes to its notice of privacy practices if such changes affect Business Associate’s permitted or required uses and disclosures of PHI.

(b) Covered Entity shall provide notice to Business Associate of any changes in, or revocation of, an authorization by an Individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures of PHI.

(c) Covered Entity shall provide notice to Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate’s permitted or required uses and disclosures of PHI.

(d) Covered Entity shall obtain any consent or authorization from Individuals that may be required under the Regulations or otherwise Required by Law.

(e) Covered Entity shall only provide Business Associate with the minimum amount of PHI necessary in order for Business Associate to perform the services set forth in the

Underlying Agreement, including, where possible, only providing Business Associate with PHI that has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c).

(f) Covered Entity shall require its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Regulations and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance or transmission of PHI on behalf of Covered Entity complies with the applicable administrative, physical and technical safeguards of the Security Rule.

(b) Business Associate shall ensure that its agents or subcontractors agree to implement the applicable administrative, physical and technical safeguards of the Security Rule.

(c) Business Associate shall establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(d) Business Associate agrees to notify Covered Entity as soon as practicable, but not later than sixty (60) days after Discovery (as defined by 45 C.F.R. § 164.410) of any Security Incident or Breach of Unsecured PHI and, to the extent available to Business Associate, provide the following information relating to a Breach of Unsecured PHI to Covered Entity:

- (1) The date of the Breach;
- (2) The date of the discovery of the Breach;
- (3) A description of the type of Unsecured PHI that was involved;
- (4) The identity of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed; and
- (5) Any other information reasonably necessary to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(e) Covered Entity acknowledges and agrees that Covered Entity is independently responsible for the security of all PHI in its possession, including all PHI that it receives from any third party (including from Business Associate).

6. Term and Termination.

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until this Agreement is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an

opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement.

(c) **Termination by Business Associate.** This Agreement may be terminated by Business Associate upon thirty (30) days prior written notice to Covered Entity if Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion (enacted, issued or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement) cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, at the written request of Covered Entity, Business Associate shall:

(1) Return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, without unreasonable delay, except as set forth below;

(2) Retain a copy of any PHI only as necessary for Business Associate to continue its proper management and administration of its business or to carry out its legal responsibilities;

(3) Continue to use appropriate safeguards and comply with the Security Rule with respect to the PHI for as long as Business Associate retains the PHI, and shall not use or disclose the PHI other than the purposes for which it was retained; and

(4) Shall return or destroy all PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration of its business or to carry out its legal responsibilities.

(e) **Survival.** The obligations of Business Associate under this Section shall survive the termination of the Agreement until all PHI is returned or destroyed.

7. Amendment.

The parties may agree to amend this Agreement from time to time as is necessary for compliance with the requirements of the Regulations, other applicable laws, and any other respect that they deem appropriate. This Agreement shall only be amended by written instrument executed by the parties.

8. Indemnification.

Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, employees and agents, from any and all third-party losses, damages, claims, fines, penalties, costs and expenses, arising from, in connection with, or based on a breach of this Agreement or a violation of the Regulations by the indemnifying party; provided, however, that any indemnification obligations shall be reduced to the extent such losses, damages, claims, costs and expenses arise from or are caused by the acts or omissions of the other party or its employees, agents or subcontractors. Each party shall promptly provide written notice to the other party of any claimed indemnification obligations;

provided, however, that the failure to give prompt notice shall only absolve or release the indemnifying party from its indemnification obligations to the extent actual prejudice results from the failed or delayed notice. The indemnification obligations provided for in this Section will commence on the Effective Date of this Agreement and will survive its termination.

9. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, the parties agree that all liabilities between them under this Agreement will be subject to the limitations and exclusions of liability in the Underlying Agreement.

10. Severability.

The parties intend this Agreement to be enforced as written. Should any provision of this Agreement be held unenforceable or invalid under the laws of any jurisdiction, then the parties agree that the remaining provisions of the Agreement shall be severed therefrom and unaffected thereby, and that this Agreement, without the unenforceable or invalid provisions, shall remain in full force and effect.

11. Notices.

(a) The following are the primary contacts for purposes of any co-operation, communications or notices with respect to this Agreement:

- (1) City of Charles City. contact:
Brittney Lentz, City Clerk
641.257.6300 cityclerk@cityofcharlescity.org
- (2) Gallagher contact for Security Incidents or Breaches of Unsecured PHI: cyber_security@ajg.com.

Gallagher contact for all other communications or notices relating to this Agreement: GlobalPrivacyOffice@ajg.com.

(b) Each party shall promptly notify the other if any of the above contact information changes.

12. Regulatory Compliance.

The parties shall comply with their respective obligations under the Regulations. A reference in this Agreement to a section in the Regulations means the referenced section or its successor, and for which compliance is required to the extent that the Regulations apply to the party.

13. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience or reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

14. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement and the Underlying Agreement, the terms and conditions of this Agreement shall prevail.

15. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors and assigns.

16. No Waiver.

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions by either party shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

17. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:
Gallagher Benefit Services, Inc.**

By: 
Sohail Hooda (Jan 8, 2026 07:49:55 CST)
Name Sohail Hooda
Title Area President

**COVERED ENTITY:
City of Charles City.**

By: _____
Name Brittney Lentz
Title City Clerk