

MEETING DATE: 01/14/26

AGENDA ITEM SUMMARY

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

Background Summary: John

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

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

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

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

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

CITY OF CHARLES CITY



MOISTURE MITIGATION SCOPING STUDY

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

December 12, 2025
RDG 3007.552.00

RDG...
PLANNING • DESIGN



Project:

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

Prepared for:

John Fallis, P.E.
City Engineer
105 Milwaukee Mall
Charles City, IA 50516
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December 12, 2025

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RDG: 3007.552.00

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EXECUTIVE SUMMARY & RECOMMENDATIONS

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

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

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

Primary Mitigation Recommendations:

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

Secondary Mitigation Recommendations:

- Mechanical dehumidification and enhanced interior air circulation.

Tertiary Mitigation Recommendations:

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

Repairs:

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

Other Projects:

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

Next Steps Phase 1:

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

Next Steps Phase 2:

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

HISTORY

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

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

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



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

CONDITION ASSESSMENT

INTRODUCTION

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

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

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

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

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

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

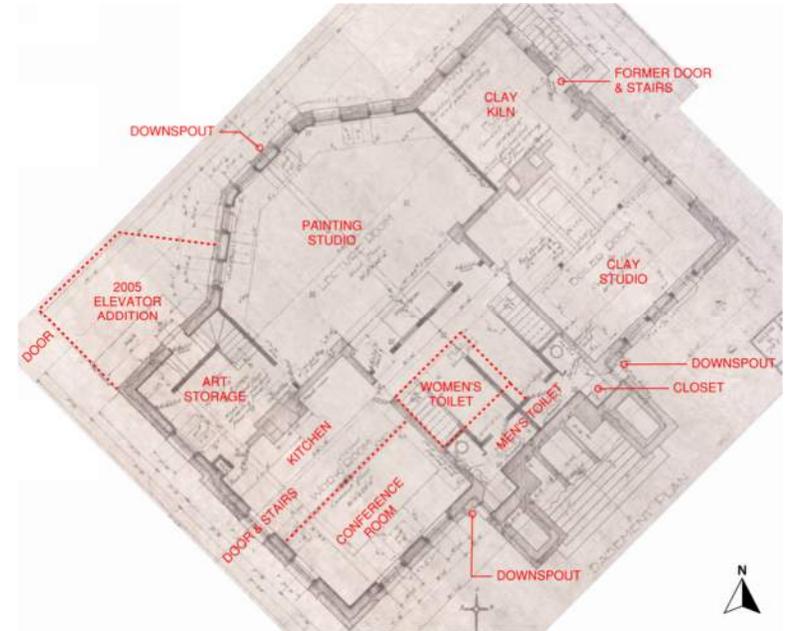


Figure 3: Basement Floor Plan - Spatial Diagram.



Figure 2: Charles City Arts Center, September 2025.

BASEMENT - PAINTING STUDIO



Figure 4: Painting Studio, looking northwest.



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

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

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

BASEMENT – CLAY KILN ROOM



Figure 6: Kiln Room, looking east.



Figure 7: floor of Kiln Room near former door.



Figure 8: layer of flashing at exterior stone wall.

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

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

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

BASEMENT – CLAY STUDIO



Figure 9: Clay Studio, looking south.

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

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



Figure 10: deteriorated masonry at south corner.

BASEMENT – MEN'S TOILET CLOSET



Figure 11: entrance to Men's toilet closet.



Figure 13: Men's toilet closet.



Figure 12: Men's toilet closet.

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

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

LANDING – STAIRS FROM LOBBY TO BASEMENT



Figure 14: looking up at stairs landing.



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

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

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

LIMESTONE COLUMNS



Figure 16: front entrance.



Figure 17: detail of spalling at column.

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

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

FRONT ENTRANCE DOORS



Figure 18: finishes deterioration at entrance doors.

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

GUTTERS AT SOUTHEAST ELEVATION



Figure 19: leak at existing gutter and downspout.



Figure 21: leak at existing gutter and downspout.



Figure 20: downspout discharge.



Figure 22: downspout discharge.

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

There is significant foliage next to the building entrance.

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

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

DOWNSPOUT AT NORTHWEST ELEVATION



Figure 23: collection box, downspout, and discharge.



Figure 25: storm drain.



Figure 24: discharge and water migration towards storm drain.

Observed conditions. Rear elevation downspout and drainage.

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

MOISTURE MITIGATION STRATEGY

Primary Methods

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

Secondary Methods

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

Tertiary Methods

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

- Alternate 2: install French drain type interior drainage or interior gutter or drain tile waterproofing system, and route collected water to an interior floor drain system or new sump pump. Consider a water barrier or drainage layer at the face of the interior wall, with new finishes layer on top of that. This system may be acceptable where the foundation wall structure is not a concern. This system works well for secondary spaces like the basement of the Arts Center and is less invasive than an exterior system.

- Regrade exterior sitework and lawns to enhance water management.
 - This approach slopes the land (grade) away from the building, promoting better surface drainage away from the foundation walls. Since the Arts Center generally appears to have good surface slope, this method may not result in significant change.

Repairs

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

Other Considerations

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

2.2 Make repairs to interior walls finishes.

Exclusions:

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

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

ARTICLE 3 USE OF DOCUMENTS

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

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

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

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

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

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

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

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

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

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

ARTICLE 7 OTHER PROVISIONS

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

§ 7.1 Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER (Signature)

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

ARCHITECT (Signature)

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