

**LE MARS CITY COUNCIL REGULAR MEETING  
TUESDAY, FEBRUARY 3, 2026, 12:00 P.M.  
AGENDA**

**A. CALL TO ORDER – MAYOR**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL – CITY CLERK**

COUNCIL MEMBERS: WICK\_\_\_\_ STURGEON\_\_\_\_ BRUNS\_\_\_\_  
PICK\_\_\_\_ CONYERS\_\_\_\_

**MOTION TO APPROVE THE AGENDA**

**B. HEARING – 12:00 PM**

1. Rezoning – 927 6<sup>th</sup> Avenue SW

**C. GENERAL DISCUSSION**

1. Citizens
2. "Thumbs Up" Award

**D. CONSENT ITEMS**

**All items listed under "Consent" Agenda will be enacted by one motion. There will be no separate discussion on those items unless a request is made prior to the time the Council votes on the motion.**

1. Approval of January 20, 2026, Regular Meeting Minutes
2. List of Bills for Period Ending 1/31/2026
3. Renewal of Liquor License (Walmart) and a Temporary Premise Transfer to KC's and Habitude Coffeehouse
4. Urban Revitalization Tax Exemption Request
5. Community Easter Egg Hunt
6. Henrich Addition (Resolution-Roll Call)
7. Hotel/Motel Sales Tax Grant Committee Recommendations

**E. ACTION ITEMS**

1. Crossroads Commons Rezoning
2. DGR Services Agreement – Business Highway 75 South Patching Project
3. Central Avenue Extension Project
4. Surface Transportation Block Grant Program (STBG) Application

**F. DISCUSSION**

1. City Administrator
2. Finance Director
3. Council/Mayor
  - a. Annual Reports – (Wastewater, YMCA, CVB)

**G. ADJOURNMENT**

**CITY OF LE MARS, IOWA**

<b>Hearing</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date: February 3, 2026</b>
	<b>Description: Rezoning – 927 6<sup>th</sup> Avenue SW</b>	<b>Item No. B-1</b>

**Information:**

At the January 20, 2026, meeting, Council set this as the date and time to hear public comments on 927 6<sup>th</sup> Avenue SW rezoning request. The request is to rezone from I-2 (Industrial Business) to B-2 (General Business).

**Recommendation:**

The Mayor opens the hearing and asks for comments on the rezoning. After hearing all comments, the Mayor announces the time for receiving comments is closed.

Administration and Planning and Zoning recommend Council approval.

**COUNCIL ACTION REQUESTED**

Motion to approve the first reading of Ordinance No. \_\_\_\_\_ amending zoning districts for 927 6<sup>th</sup> Avenue SW from I-2 (Industrial Business) to B-2 (General Business).

(Roll Call)

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ZONING DISTRICTS  
IN THE CITY OF LE MARS, IOWA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LE MARS, IOWA AS  
FOLLOWS:

That Chapter 167.03, Paragraph 1, Zoning Regulations is hereby amended such that the  
following described real estate, to wit:

LEGAL DESCRIPTION

Dogwood Properties LLC, 927 6<sup>th</sup> Avenue SW, Plymouth County, Le Mars, Iowa.

within the I-2 (Industrial Business District) be, and the same hereby is rezoned to B-2 (General  
Business District).

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are  
hereby repealed.

This Ordinance shall be in full force and effect from and after its passage, approval and  
publication as required by law.

PASSED AND APPROVED this \_\_\_\_ of \_\_\_\_\_ 2026.

ATTEST:

\_\_\_\_\_  
Rob Bixenman, Mayor

\_\_\_\_\_  
Jan Feller, City Clerk

CLERK'S CERTIFICATE

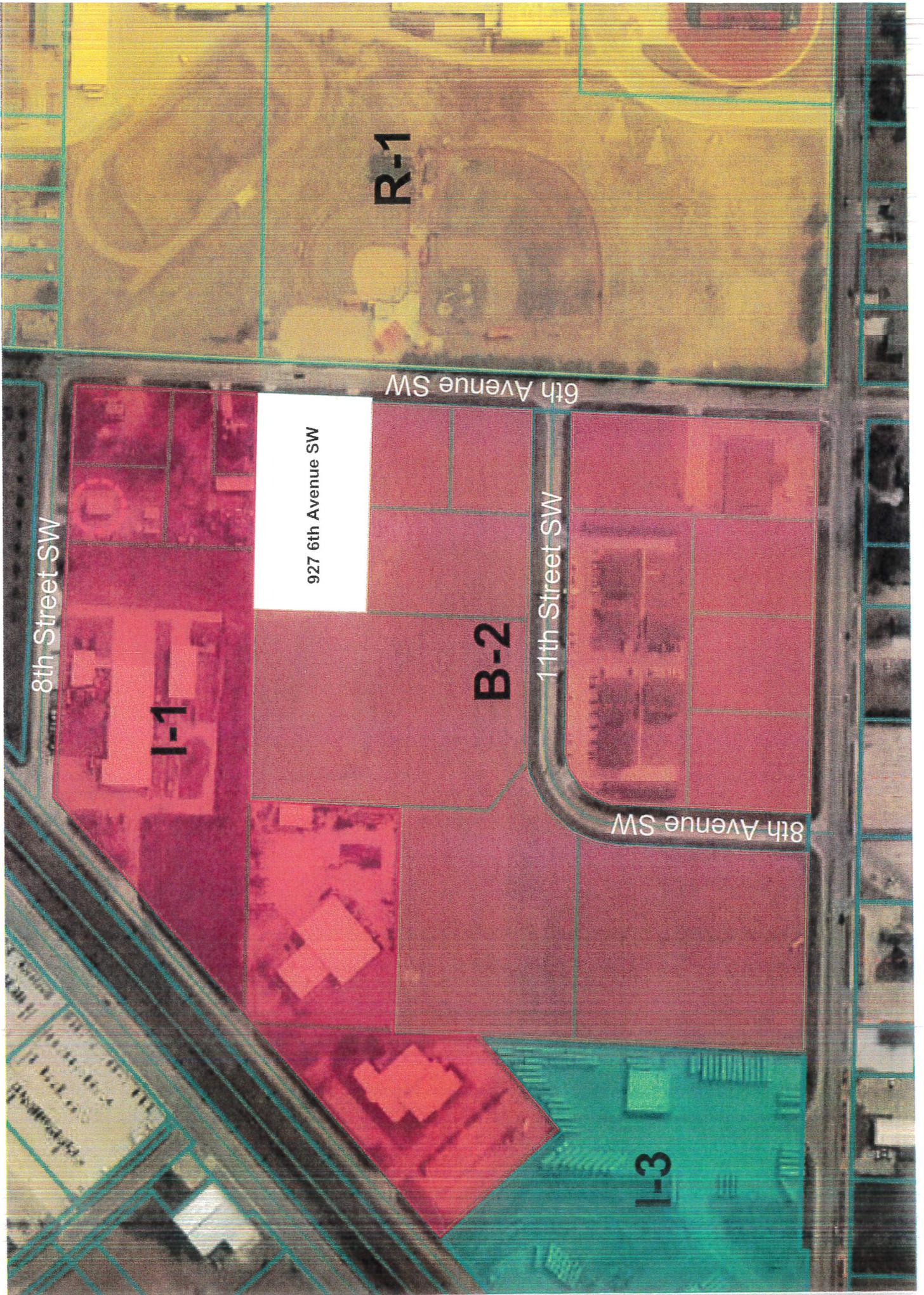
STATE OF IOWA                    )  
  \* ss:  
PLYMOUTH COUNTY                )

I, Jan Feller, City Clerk of the City of Le Mars, Iowa certify that the foregoing Ordinance was  
passed by a duly constituted quorum of the City Council of the City of Le Mars, Iowa, meeting in  
regular session on the \_\_\_\_ day of \_\_\_\_\_ 2026 and that said Ordinance was published in  
the official City newspaper, the Le Mars Sentinel, in its issue dated this \_\_\_\_ day of  
\_\_\_\_\_ 2026.

\_\_\_\_\_  
Jan Feller, City Clerk

SEAL

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_



R-1

6th Avenue SW

927 6th Avenue SW

8th Street SW

I-1

B-2

11th Street SW

8th Avenue SW

I-3

Le Mars City Council Meeting  
Tuesday, January 20, 2026, 12:00 P.M.  
Minutes

D-1

Mayor Bixenman presided. Present: Wick, Sturgeon, Bruns, Pick, Conyers. Absent: None.

Sturgeon moved, Wick seconded the Agenda be approved. Ayes: All present.

NOTE: A hearing was held regarding the request to rezone Crossroads Commons, lots 1 through 15, located at the intersection of 24<sup>th</sup> Street SW and Key Avenue, currently zoned AG (Agricultural) to B-2 (General Business District) and no oral or written objections were received. The Mayor closed the hearing.

Bruns moved, Wick seconded the first reading of Ordinance No. 1001 Amending the Zoning Districts of the Le Mars Code of Ordinances for Crossroads Commons from AG (Agricultural) to B-2 (General Business District) be approved. Ayes: Sturgeon, Pick, Conyers, Wick, Bruns. Nays: None.

NOTE: A hearing was held regarding the vacating of numerous easements at 801 6<sup>th</sup> Street SW and 1555 21<sup>st</sup> Street SW and no oral or written objections were received. Both properties are owned by Nor-Am Cold Storage. The Mayor closed the hearing.

Sturgeon moved, Bruns seconded Resolution No. 26-3 to vacate various easements at 801 6<sup>th</sup> Street SW and 1555 21<sup>st</sup> Street SW be adopted. Ayes: Pick, Conyers, Wick, Bruns, Sturgeon. Nays: None.

Bruns moved, Sturgeon seconded the following "Consent Agenda" items be approved. Ayes: All present.

- 1/6/2026 Regular Meeting Minutes.
- Bills for period ending 1/16/2026.
- Financial Statement for December 2025.
- Renewal of Liquor License to Dusty Lady, The Brew, Kwik Star, and a Temporary Premise Transfer to Habitude Coffee House on 2/14/26-2/15/26.
- One (1) Urban Revitalization Tax Exemption request is as follows: 1904 2<sup>nd</sup> Ave SE.

Sturgeon moved, Bruns seconded to have DGR Engineering and Felsburg Holt & Ullevig (FHU) continue design keeping 6<sup>th</sup> Street SW a five-leg intersection with improved traffic signals for the 2026 Business Highway 75 Reconstruction Project be approved. Ayes: All present.

Wick moved, Pick seconded February 3, 2026, at 12:00 PM be established for a public hearing to rezone 927 6<sup>th</sup> Avenue SW from I-2 (Industrial Business) to B-2 (General Business). Ayes: All present.

Bruns moved, Sturgeon seconded the three-year Airport Manager's Agreement with UltraFlight, LLC be approved. Ayes: All present.

Bruns moved, Wick seconded the offer made on the former Centennial building site be rejected. Ayes: All present.

Sturgeon moved, Bruns seconded the public improvements within the Dogwood 4<sup>th</sup> and 5<sup>th</sup> Additions be accepted. Ayes: All present.

Sturgeon moved, Wick seconded the meeting be adjourned at 1:05 P.M. Ayes: All present.

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Rob Bixenman, Mayor

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Jan Feller, City Clerk

**CITY OF LE MARS, IOWA**

<b>Consent</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date:</b> <b>February 3, 2026</b>
	<b>Description:</b> <b>List of Bills for Period Ending 1/31/26</b>	<b>Item No.</b> <b>D-2</b>

Attached is the list of bills for the period ending 1/31/26.

**COUNCIL ACTION REQUESTED**

Approval of bills for the period  
ending 1/31/26.

(No Roll Call)



Le Mars, IA

# Expense Approval Report

## By Fund

Payment Dates 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
<b>Fund: 001 - GENERAL FUND</b>		
COLLECTION SERV. CENTER	CHILD SUPPORT PAYABLE	373.32
CALIFORNIA STATE DISBURSE...	CHILD SUPPORT PAYABLE	159.69
LE MARS FIRE DEPT.	FIRE DONATION PAYABLE	262.50
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	1,123.82
IPERS	IPERS PAYABLE	15,314.29
IPERS	IPERS PAYABLE	6,282.17
MUTUAL OF OMAHA	LIFE INSURANCE PAYABLE	715.72
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	1,100.00
ICMA RETIREMENT TRUST-457	ROTH 457 PAYABLE	250.00
AMERIPRISE FINANCIAL SERV	ROTH IRA PAYABLE	95.00
EFTPS	MEDICARE PAYABLE	5,743.80
EFTPS	S.S W/H PAYABLE	16,390.20
TREASURER, STATE OF IA	STATE W/H PAYABLE	5,354.39
EFTPS	FED W/H PAYABLE	16,381.24
		<b>69,546.14</b>

**Department: 110 - POLICE**

GALLS, LLC	CLOTHING/DAALE	163.00
BUGMAN PEST & RODENT CO...	PEST CONTROL	145.00
SIRCHIE ACQUISITION COMP...	EVIDENCE SUPPLIES	122.18
IOWA PRISON INDUSTRIES	CLOTHING/PLUEGER	93.63
JACK'S UNIFORMS	CLOTHING/DAALE	60.00
JACK'S UNIFORMS	CLOTHING/VANDEVEGTE	73.90
ALPHA WIRELESS COMM. CO.	RADIO ANTENAS	106.56
ONE OFFICE SOLUTION	COPY PAPER	111.80
AUTOMATIC BUILDING CONT...	FIRE ALARM SYSTEM	300.00
BUZZY'S CUSTOMS	SEAT REPAIR	175.00
MIDAMERICAN ENERGY CO.	POLICE-UTIL	1,356.01
STRYKER	DIFIBULATOR BATTERIES	1,200.00
VERIZON WIRELESS	CELL PHONES/WI-FI-POLICE D...	355.38
VISA-POLICE	CLOTHING/ROHMILLER-CALZ...	761.67
KERRI STINTON	POLICE JANITORIAL	900.00
CHAD SINGER	REIMB/WEAPON PURCHASE P...	2,099.00
VISA-CITY HALL	EMAIL	71.40
VISA-CITY HALL	MS OFFICE 365	78.50
VISA-POLICE	CLOTHING/SWALVE	112.95
VISA-POLICE	SUPPLIES	1,139.00
VISA-POLICE	CLOTHING/DAALE	139.15
VISA-POLICE	SHOPE WITH COP	185.00
VISA-POLICE	POSTAGE	48.55
VISA-POLICE	EMS/TRAINING	50.00
		<b>9,847.68</b>

**Department 110 - POLICE Total: 9,847.68**

**Department: 150 - FIRE/RESCUE**

PHYSICAN'S CLAIMS CO.	PHYSICIAN CLAIMS	7,364.71
QUALITY LUBE CENTER INC.	VEHICLE MAINT-2371 TAHOE	107.20
QUALITY LUBE CENTER INC.	OIL CHANGE-2019 PICKUP	70.35
MATHESON TRI-GAS INC	LARGE 02	99.50
MIDAMERICAN ENERGY CO.	FIRE/RESCUE-UTIL	1,411.79
VERIZON WIRELESS	CELL PHONES-FIRE/RESCUE	115.44
IOWA DEPT OF HUMAN SERVI...	GEMT PYMT	2,788.52
DENNIS ZUBROD	REIMB/AMBUL	645.00
VISA-CITY HALL	EMAIL	46.20
VISA-CITY HALL	MS OFFICE 365	34.92
VISA-FIRE	MEAL-CLASS	98.37

Expense Approval Report

Payment Dates: 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
VISA-FIRE	MEALS/TRAINING	45.82
VISA-FIRE	MEALS/TRAINING	67.07
VISA-FIRE	MEALS/TRAINING	26.41
VISA-FIRE	CREDIT	-35.92
VISA-FIRE	FUEL	43.02
VISA-FIRE	MEDS LICENSE ANNUAL	92.00
<b>Department 150 - FIRE/RESCUE Total:</b>		<b>13,020.40</b>

**Department: 211 - STREETS**

A-OX WELDING SUPPLY CO INC	CYLINDER RENT	10.95
CORNHUSKER INTERNATIONAL..	BRAKE PARTS REAR	622.90
CORNHUSKER INTERNATIONAL..	BRAKE DRUMS	257.60
CORNHUSKER INTERNATIONAL..	CORE RETURN BRAKE CHAMB...	-180.00
KELLEN EXCAVATING	SNOW REMOVAL	4,500.00
NYSTROM ELECTRIC CO, INC	EMERGENCY REMOVAL TRAFF...	1,385.00
HYDRAULIC SALES & SERVICE	HYD HOSE	265.14
CORNHUSKER INTERNATIONAL..	BRAKE ADJUSTER	91.93
KYLER HOBBS	2" ELECTRIC HOSE REEL	1,100.00
XTREME FIRE PROTECTION	FIRE SPRINKLE INSPECTION	350.00
CORNHUSKER INTERNATIONAL..	BRAKE ADJUSTER	-91.93
MIDAMERICAN ENERGY CO.	ST BLDG-UTIL	1,091.88
MIDWEST WHEEL COMPANIES	BRAKE ADJUSTER	132.88
VISA-STREETS	PARTS	1,487.12
BOMGAARS SUPPLY	PARTS, TOGGLE SWITCH	28.97
KERRI STINTON	STREETS JANITORIAL	350.00
VISA-STREETS	SUPPLIES	75.38
VISA-STREETS	CREDIT	-39.53
BOMGAARS SUPPLY	SUPPLIES	152.06
VISA-STREETS	PARTS/SUPPLIES	316.76
VISA-CITY HALL	EMAIL	8.40
VISA-CITY HALL	MS OFFICE 365	8.66
<b>Department 211 - STREETS Total:</b>		<b>11,924.17</b>

**Department: 230 - STREET LIGHTING**

MIDAMERICAN ENERGY CO.	TRAFFIC LIGHTS-LIGHTS	10,832.64
NORTHWEST REC	TUNNEL-WD CAMPUS-LIGHTS	436.34
<b>Department 230 - STREET LIGHTING Total:</b>		<b>11,268.98</b>

**Department: 280 - AIRPORT**

CARDIS FENCE & IRON CO	FIX GATE	375.00
MIDAMERICAN ENERGY CO.	AP-UTIL	968.20
ULTRA FLIGHT	JAN 2026 AP MGMT CONTRA...	5,862.50
<b>Department 280 - AIRPORT Total:</b>		<b>7,205.70</b>

**Department: 410 - LIBRARY**

LANGEL'S PLUMBING, HEATING	LIBRARY RUTS	40,236.00
QUILL CORPORATION	BOOK TAPE & PAPER TOWELS	148.38
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	107.78
NOHAVA ROOFING REPAIR INC	ROOF REPAIR	444.35
REGENTS OF THE UNIV MINN...	SCANNER BATTERY	75.00
RED'S PRINTING	STORY TIME FLYERS	427.80
RED'S PRINTING	BOOK LOGS	74.92
A & B BUSINESS SOLUTIONS	COPIER & LEASE	358.47
PREMIER COMMUNICATIONS	IT CONSULTING	172.50
RED'S PRINTING	BOOK LOGS	167.18
REGENTS OF THE UNIV MINN...	PATRON CARDS	768.80
JUNIOR LIBRARY GUILD	CHILDRENS BOOKS	1,333.47
VISA-LIBRARY	POSTAGE	49.59
VISA-LIBRARY	G-SUITE	187.20
VISA-LIBRARY	PROGRAMING SUPPLIES	100.90
POWELL BROADCASTING	BUSINESS SHOWCASE	180.00
VISA-CITY HALL	46.78	46.78
<b>Department 410 - LIBRARY Total:</b>		<b>44,879.12</b>

## Expense Approval Report

Payment Dates: 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
<b>Department: 420 - CULTURAL PROGRAMS</b>		
VISA-CITY HALL	EMAIL	4.20
<b>Department 420 - CULTURAL PROGRAMS Total:</b>		<b>4.20</b>
<b>Department: 421 - MAIN STREET THEATER</b>		
MIDAMERICAN ENERGY CO.	THEATER-UTIL	1,267.90
THREE RAU'S ENTERTAINMEN...	JAN 2026 TELEPHONE & INTE...	110.57
THREE RAU'S ENTERTAINMEN...	JAN 2026 PROJ EQUIPMENT ...	350.00
THREE RAU'S ENTERTAINMEN...	JAN 2026 MGMT FEE	2,500.00
<b>Department 421 - MAIN STREET THEATER Total:</b>		<b>4,228.47</b>
<b>Department: 430 - PARKS/PUBLIC FACILITIES</b>		
LANGEL'S PLUMBING, HEATING	HVAC REPAIR-CHAMBER	852.88
SWICK'S DUCK CLEANING	POSTAL PLAYHOUSE REPAIRS	1,450.00
A-OX WELDING SUPPLY CO INC	WELDING SUPPLIES	105.00
A-OX WELDING SUPPLY CO INC	WELDING SUPPLIES	167.43
STATE STEEL	METAL FOR PICKUP BOX	619.70
MIDAMERICAN ENERGY CO.	UNIV CAMP-UTIL	55.16
MIDAMERICAN ENERGY CO.	PUB FAC-UTIL	1,683.78
MIDAMERICAN ENERGY CO.	CAMPGR-UTIL	189.22
MIDWEST HONDA SUZUKI KU...	PARTS	36.14
PLUMB SUPPLY COMPANY	PLUMBING	11.62
VERIZON WIRELESS	CELL PHONE-PUB FAC	76.96
VERIZON WIRELESS	CELL PHONE-CAMPGROUND	3.60
VISA-PARKS	WRENCH/SOCKETS/WELDING...	151.82
NORTHWEST REC	ICON R/RM	30.01
KERRI STINTON	PARKS JANITORIAL	350.00
VISA-PARKS	PHONE STORAGE, LIGHT BULBS	49.99
BOMGAARS SUPPLY	BOLTS, PAINT, PARTS BELT, BI...	436.34
BOMGAARS SUPPLY	HOSE BIB, PAINT, BOTLS, SCRES	133.29
ARNOLD MOTOR SUPPLY	PARTS	35.78
VISA-CITY HALL	EMAIL	8.40
VISA-CITY HALL	MS OFFICE 365	8.66
VISA-CITY HALL	PUBLIC FAC PESTICIDE LICENSE	35.00
<b>Department 430 - PARKS/PUBLIC FACILITIES Total:</b>		<b>6,490.78</b>
<b>Department: 440 - OUTDOOR POOL</b>		
MIDAMERICAN ENERGY CO.	O-POOL-UTIL	175.74
<b>Department 440 - OUTDOOR POOL Total:</b>		<b>175.74</b>
<b>Department: 441 - RECREATION/YMCA</b>		
PREMIER COMMUNICATIONS	IT	812.46
<b>Department 441 - RECREATION/YMCA Total:</b>		<b>812.46</b>
<b>Department: 445 - WILLOW CREEK CLUBHOUSE</b>		
MIDAMERICAN ENERGY CO.	WCB&G/B. HALL	749.08
VERIZON WIRELESS	CELL PHONES-CVB/CLUBHOU...	19.24
<b>Department 445 - WILLOW CREEK CLUBHOUSE Total:</b>		<b>768.32</b>
<b>Department: 460 - CONVENTION CENTER</b>		
BENTSON PEST MANAGEMENT	PEST CONTROL	80.00
MIDAMERICAN ENERGY CO.	CONV CTR-UTIL	2,213.53
LIFE SKILLS TRAINING CEN	LAUNDRY	23.22
VERIZON WIRELESS	CELL PHONES-CVB-CONV CTR	19.24
VISA-CITY HALL	CART	139.99
VISA-CITY HALL	MS OFFICE 365	26.26
<b>Department 460 - CONVENTION CENTER Total:</b>		<b>2,502.24</b>
<b>Department: 470 - GOLF COURSE</b>		
VAN WALL EQUIPMENT	MOWER PARTS	749.27
RED'S PRINTING	GIFT CERTIFICATES	78.80
RED'S PRINTING	NOTES	58.19
AGRIVISION EQUIPMENT GR...	TRACTOR REPAIR	210.02
MIDAMERICAN ENERGY CO.	GOLF COURSE-UTIL	1,106.10
BOMGAARS SUPPLY	CHAIN SAW SUPPLIES	72.83

Expense Approval Report

Payment Dates: 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
JBDS, LLC	JAN 2026 MGMT CONTRACT P...	8,708.32
BOMGAARS SUPPLY	EXTENDER	42.99
VISA-CITY HALL	EMAIL	4.20
VISA-CITY HALL	GOLF PESTICIDE LICENSES	35.00
TREASURER, STATE OF IA	DEC 2025 GOLF TAX	509.45
<b>Department 470 - GOLF COURSE Total:</b>		<b>11,575.17</b>
<b>Department: 499 - SENIOR CENTER</b>		
MIDAMERICAN ENERGY CO.	SR CTR-UTIL	243.14
<b>Department 499 - SENIOR CENTER Total:</b>		<b>243.14</b>
<b>Department: 540 - COMMUNITY DEVELOPMENT &amp; CODE</b>		
VERIZON WIRELESS	CELL PHONES-CODE	38.48
VISA-CITY HALL	MS OFFICE 365	26.26
<b>Department 540 - COMMUNITY DEVELOPMENT &amp; CODE Total:</b>		<b>64.74</b>
<b>Department: 610 - CITY COUNCIL/MAYOR</b>		
BRUCE LUDWIG	JAN 2026 CONTRACT PYMT	250.00
VISA-CITY HALL	EMAIL	21.00
PLYMOUTH COUNTY RECORD...	NORAM EASEMENT RECORDI...	56.00
<b>Department 610 - CITY COUNCIL/MAYOR Total:</b>		<b>327.00</b>
<b>Department: 611 - CITY ADMINISTRATION</b>		
VERIZON WIRELESS	CELL PHONE/WI-FI-ENG/MAPP..	158.51
VERIZON WIRELESS	CELL PHONES-ADMIN/FIN	38.48
BOMGAARS SUPPLY	DRILL BIT	17.99
VISA-CITY HALL	EMAIL	4.20
VISA-CITY HALL	MS OFFICE 365	48.05
VISA-CITY HALL	JASON'S CELL PHONE STORAGE	3.20
<b>Department 611 - CITY ADMINISTRATION Total:</b>		<b>270.43</b>
<b>Department: 620 - CITY FINANCE</b>		
FP MAILING SOLUTIONS	RENTAL	816.00
MIDAMERICAN ENERGY CO.	CITY HALL-UTIL	843.35
MIDAMERICAN ENERGY CO.	CITY HALL ANNEX-UTIL	481.94
NORTHWEST REC	CD SIREN	15.00
KERRI STINTON	CHAMBER HALLWAY AREA JA...	70.00
KERRI STINTON	CITY HALL JANITORIAL	515.00
VISA-CITY HALL	EMAIL	16.80
VISA-CITY HALL	MS OFFICE 365	39.39
VISA-CITY HALL	SUPPLIES	67.61
<b>Department 620 - CITY FINANCE Total:</b>		<b>2,865.09</b>
<b>Department: 640 - LEGAL SERVICES</b>		
MURPHY & COLLINS PLC	JAN 2026 LEGAL RETAINER	7,500.00
<b>Department 640 - LEGAL SERVICES Total:</b>		<b>7,500.00</b>
<b>Fund 001 - GENERAL FUND Total:</b>		<b>205,519.97</b>
<b>Fund: 110 - ROAD USE</b>		
<b>Department: 212 - ROAD USE TAX</b>		
VISA-STREETS	MACHINERY	3,835.78
DOGWOOD PROPERTIES LLC	DOGWOOD 4TH/5TH ADD-RUT	15,627.50
<b>Department 212 - ROAD USE TAX Total:</b>		<b>19,463.28</b>
<b>Fund 110 - ROAD USE Total:</b>		<b>19,463.28</b>
<b>Fund: 121 - LOCAL OPTION SALES &amp; SERVICE TAX</b>		
<b>Department: 750 - LOSST - LOCAL OPTION SALES AND SERVICE PROJECTS</b>		
FEDERAL SIGNAL CORP.	TORNADO SIREN BY WELL #14	16,291.80
DK TREE REMOVAL, INC.	ASH TREE REMOVAL	19,700.00
GROVES EMERGENCY LIGHTI...	23 CHARGER LIGHTS	11,947.25
<b>Department 750 - LOSST - LOCAL OPTION SALES AND SERVICE PROJECTS Total:</b>		<b>47,939.05</b>
<b>Fund 121 - LOCAL OPTION SALES &amp; SERVICE TAX Total:</b>		<b>47,939.05</b>

Expense Approval Report

Payment Dates: 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
<b>Fund: 122 - HOTEL/MOTEL</b>		
<b>Department: 597 - HOTEL/MOTEL TAX</b>		
JUNIOR GOLF OF NW IOWA	HTMT GRANT	5,000.00
LCS MUSIC BOOSTERS	HTMT GRANT	7,500.00
<b>Department 597 - HOTEL/MOTEL TAX Total:</b>		<b>12,500.00</b>
<b>Fund 122 - HOTEL/MOTEL Total:</b>		<b>12,500.00</b>
<b>Fund: 160 - ECONOMIC DEVELOPMENT</b>		
<b>Department: 520 - ECONOMIC DEVELOPMENT</b>		
RALLY APPRAISAL, LLC	CONVENTION CENTER APPRAI...	2,500.00
RED SHED ENTERPRISES LLC	COMMUNITY DEV PLAN	150.00
RED'S PRINTING	FACADE GRANT	3,700.00
WILLIAMS & CO PC	FACADE GRANT	10,800.00
<b>Department 520 - ECONOMIC DEVELOPMENT Total:</b>		<b>17,150.00</b>
<b>Fund 160 - ECONOMIC DEVELOPMENT Total:</b>		<b>17,150.00</b>
<b>Fund: 167 - LIBRARY TRUST</b>		
<b>Department: 409 - LIBRARY TRUST</b>		
VISA-LIBRARY	TRUST/READING PROGRAM	67.41
VISA-LIBRARY	TRUST/UNITED WAY GRANT	244.40
<b>Department 409 - LIBRARY TRUST Total:</b>		<b>311.81</b>
<b>Fund 167 - LIBRARY TRUST Total:</b>		<b>311.81</b>
<b>Fund: 168 - POLICE RETIREMENT</b>		
MUNICIPAL FIRE & POLICE	POLICE 411 PAYABLE	21,929.92
		<b>21,929.92</b>
<b>Fund 168 - POLICE RETIREMENT Total:</b>		<b>21,929.92</b>
<b>Fund: 169 - POLICE K9/DARE</b>		
<b>Department: 111 - POLICE - K9</b>		
VISA-POLICE	K9 MEMBERSHIP	50.00
VISA-POLICE	K9 EXPENSES	76.89
<b>Department 111 - POLICE - K9 Total:</b>		<b>126.89</b>
<b>Fund 169 - POLICE K9/DARE Total:</b>		<b>126.89</b>
<b>Fund: 304 - DISASTER</b>		
<b>Department: 758 - DISASTER PROJECTS</b>		
GROVES EMERGENCY LIGHTI...	ARPA K9 CAGE	6,695.00
<b>Department 758 - DISASTER PROJECTS Total:</b>		<b>6,695.00</b>
<b>Fund 304 - DISASTER Total:</b>		<b>6,695.00</b>
<b>Fund: 330 - BUILDING IMPROVEMENTS</b>		
<b>Department: 755 - CITY BUILDING PROJECTS</b>		
FEH DESIGN	DESIGN-FIREHOUSE	2,500.00
FEH DESIGN	DESIGN-FIREHOUSE	2,500.00
<b>Department 755 - CITY BUILDING PROJECTS Total:</b>		<b>5,000.00</b>
<b>Fund 330 - BUILDING IMPROVEMENTS Total:</b>		<b>5,000.00</b>
<b>Fund: 600 - WATER</b>		
<b>Department: 810 - WATER</b>		
NORTHWEST BANK-FLEX	CHILD CARE DED PAYABLE	154.00
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	40.00
IPERS	IPERS PAYABLE	3,859.03
MUTUAL OF OMAHA	LIFE INSURANCE PAYABLE	43.38
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	680.00
EFTPS	MEDICARE PAYABLE	683.58
EFTPS	S.S W/H PAYABLE	2,922.88
TREASURER, STATE OF IA	STATE W/H PAYABLE	672.24
EFTPS	FED W/H PAYABLE	2,183.06
		<b>11,238.17</b>
<b>Department 810 - WATER</b>		
BUGMAN PEST & RODENT CO...	PEST CONTROL	55.00
SOOLAND BOBCAT	PARTS	1,189.70

## Expense Approval Report

Payment Dates: 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
SOOLAND BOBCAT	SKID LOADER WINDOW	99.16
HAWKINS, INC.	PARTS FOR PUMP	298.18
NOHAVA ROOFING REPAIR INC	FIX ROOF AT WTP	622.05
SIOUX VALLEY ENVIRONMEN...	CHEMICAL PUMPS	13,705.50
HACH COMPANY	LAB SUPPLIES	3,919.73
PLUMB SUPPLY COMPANY	SUPPLIES	25.51
HACH COMPANY	LAB SUPPLIES	230.20
PLUMB SUPPLY COMPANY	SUPPLIES	44.87
PLUMB SUPPLY COMPANY	SUPPLIES	201.86
FOUNDATION ANALYTICAL LAB	TESTING	2,661.00
UTILITY EQUIPMENT CO.	SUPPLIES	4,066.58
UTILITY EQUIPMENT CO.	SUPPLIES	1,098.80
MIDAMERICAN ENERGY CO.	WATER-UTIL	13,589.23
WICKED GRAPHIX LLC	DECALS	114.00
HAWKINS, INC.	CHEMICALS	935.95
VERIZON WIRELESS	CELL PHONES-WATER	230.88
TREVIPAY - WALMART	SUPPLIES	96.35
BOMGAARS SUPPLY	SAFETY BOOTS/TILLMAN	144.99
NORTHWEST REC	WELL 11 & 12	5,499.80
US POSTMASTER	JAN 2026 POSTAGE FOR BILLS	1,250.00
VISA-WATER	SUPPLIES	228.00
VISA-WATER	SUPPLIES	1,501.31
BOMGAARS SUPPLY	SUPPLIES	632.23
DOGWOOD PROPERTIES LLC	DOGWOOD 4TH/5TH ADD WA...	45,370.00
TREASURER, STATE OF IA	DEC 2025 WET TAX	11,496.65
ARNOLD MOTOR SUPPLY	OIL	52.99
VISA-CITY HALL	EMAIL	14.70
VISA-CITY HALL	MS OFFICE 365	8.66
<b>Department 810 - WATER Total:</b>		<b>109,383.88</b>
<b>Fund 600 - WATER Total:</b>		<b>120,622.05</b>

**Fund: 610 - WASTEWATER**

NORTHWEST BANK-FLEX	CHILD CARE DED PAYABLE	192.30
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	188.45
IPERS	IPERS PAYABLE	4,244.45
MUTUAL OF OMAHA	LIFE INSURANCE PAYABLE	90.73
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	50.00
EFTPS	MEDICARE PAYABLE	741.48
EFTPS	S.S W/H PAYABLE	3,170.50
TREASURER, STATE OF IA	STATE W/H PAYABLE	706.21
EFTPS	FED W/H PAYABLE	2,332.96
		<b>11,717.08</b>

**Department: 815 - WASTEWATER/SEWER**

WOODRIVER ENERGY LLC	UTILITIES	4,607.15
VAN METER INC	CONTRACTOR	228.54
VAN METER INC	RELAY	310.38
UTILITY EQUIPMENT CO.	PIPE	124.60
ECHO GROUP, INC.	ELEC REPAIR PARTS	102.87
STAN HOUSTON EQUIP. CO.	SAW	1,959.99
ECHO GROUP, INC.	ELECTRICAL REPAIR PARTS	111.34
ECHO GROUP, INC.	ELECTRICAL REPAIR PARTS	-79.81
WOODRIVER ENERGY LLC	UTILITIES	6,848.78
MIDAMERICAN ENERGY CO.	WW-UTIL	8,580.32
MOTION INDUSTRIES, INC.	REPAIR KIT	444.24
EUROFINS TESTAMERICA	TESTING	906.00
EUROFINS TESTAMERICA	TESTING	428.00
EUROFINS TESTAMERICA	TESTING	1,178.00
VERIZON WIRELESS	CELL PHONES/WI-FI-WW	143.44
TREASURER, STATE OF IA	DEC 2025 SEWER TAX	8,999.60
NORTHWEST REC	LIFT STATION ELEC	337.12

Expense Approval Report

Payment Dates: 1/17/2026 - 1/30/2026

Vendor Name	Description (Item)	Amount
US POSTMASTER	JAN 2026 POSTAGE FOR BILLS	1,250.00
BOMGAARS SUPPLY	ELECTRICAL PARTS	117.46
VISA-WASTEWATER	FAUCET, LIGHT FIXTURES	840.21
BOMGAARS SUPPLY	SUPPLIES, OIL, ADAPTER, CON...	481.89
VISA-WASTEWATER	OPERATING SUPPLIES	157.33
DOGWOOD PROPERTIES LLC	DOGWOOD 4TH/5TH ADD-SAN	42,500.00
VISA-CITY HALL	EMAIL	22.69
VISA-CITY HALL	MS OFFICE 365	34.92
ARNOLD MOTOR SUPPLY	BELT	31.99
<b>Department 815 - WASTEWATER/SEWER Total:</b>		<b>80,667.05</b>
<b>Department: 817 - WASTEWATER WEST FACILITY</b>		
LE MARS CHEVROLET GMC	TIRE REPAIR	33.70
USA BLUE BOOK	BOOTS	223.31
USA BLUE BOOK	FLOATS	1,235.04
MIDAMERICAN ENERGY CO.	3W-UTIL	20,082.11
STAN HOUSTON EQUIP. CO.	CHAIN	504.76
HAWKINS, INC.	CHEMICALS	1,843.71
VERIZON WIRELESS	CELL PHONES/WI-FI-3W	143.44
VISA-WASTEWATER	NOZZLES	44.20
VISA-WASTEWATER	TABLES, CHAIRS	792.99
VISA-WASTEWATER	OPERATING SUPPLIES	16.97
ARNOLD MOTOR SUPPLY	REELS	377.58
ARNOLD MOTOR SUPPLY	OIL	153.99
<b>Department 817 - WASTEWATER WEST FACILITY Total:</b>		<b>25,451.80</b>
<b>Fund 610 - WASTEWATER Total:</b>		<b>117,835.93</b>
<b>Fund: 740 - STORM WATER</b>		
<b>Department: 865 - STORM WATER</b>		
STAN HOUSTON EQUIP. CO.	SANDBLASTING AGGREGATE	214.35
STAN HOUSTON EQUIP. CO.	SANDBLASTING AGGREGATE	214.35
TREASURER, STATE OF IA	DEC 2025 ST SEWER TAX	227.39
DOGWOOD PROPERTIES LLC	DOGWOOD 4TH/5TH ADD-ST...	124,255.37
VISA-STREETS	SUPPLIES	126.10
<b>Department 865 - STORM WATER Total:</b>		<b>125,037.56</b>
<b>Fund 740 - STORM WATER Total:</b>		<b>125,037.56</b>
<b>Fund: 820 - HEALTH INS SELF FUNDED</b>		
<b>Department: 930 - SELF FUNDED INSURANCE - HEALTH</b>		
EMPLOYEE BENEFIT SYSTEMS	JAN 2026 PARTICAL SELF-FUN...	23,431.98
EMPLOYEE BENEFIT SYSTEMS	FEB 2026 HLTH INSUR FEES	88,375.62
<b>Department 930 - SELF FUNDED INSURANCE - HEALTH Total:</b>		<b>111,807.60</b>
<b>Fund 820 - HEALTH INS SELF FUNDED Total:</b>		<b>111,807.60</b>
<b>Fund: 821 - DENTAL INS SELF FUNDED</b>		
<b>Department: 931 - SELF FUNDED INSURANCE - DENTAL</b>		
EMPLOYEE BENEFIT SYSTEMS	FEB 2026 DENTAL INSUR ADM...	581.49
EMPLOYEE BENEFIT SYSTEMS	FEB 2026 DENTAL CLAIMS FU...	7,232.93
<b>Department 931 - SELF FUNDED INSURANCE - DENTAL Total:</b>		<b>7,814.42</b>
<b>Fund 821 - DENTAL INS SELF FUNDED Total:</b>		<b>7,814.42</b>
<b>Grand Total:</b>		<b>819,753.48</b>

**CITY OF LE MARS, IOWA**

<b>Consent</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date: February 3, 2026</b>
	<b>Description: Renewal of Liquor License (Walmart) and a Temporary Premise Transfer to KC's and Habitude Coffeehouse</b>	<b>Item No. D-3</b>

Applications have been received from the following. Papers are in order. Approved by Police & Fire Department.

- Walmart for Renewal of Liquor License at 1111 Holton Dr.
- Temporary Premise Transfer to Knights of Columbus for the Convention Center Lower Level, April 2-April 3, 2026.
- Temporary Premise Transfer to Habitude Coffeehouse & Bakery for 800 Prospect St SW, February 28, 2026.

**COUNCIL ACTION REQUESTED**

Motion (approving) (denying) Renewal of Liquor License to Walmart and a temporary premise transfer to Knights of Columbus on 4/2/26-4/3/26 and Habitude Coffeehouse & Bakery on 2/28/2026.

(No Roll Call)



KC

**FVH Women's Night Out - License Transfer Request**

Transferring Class C Liquor License from 120 1<sup>st</sup> Ave NE, Le Mars, IA to Le Mars Convention Center, 275 12<sup>th</sup> St SE, Le Mars, IA.

Date of Events: Thursday, April 2, 2026

Occupancy: 300-400, no alcohol allowed outside of building.

Serving: Mixed drinks, Wine & Beer

Start Time: 3:00 PM until 12:00 Midnight

**CITY OF LE MARS, IOWA**

<b>Consent</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date: February 3, 2026</b>
	<b>Description: Urban Revitalization Tax Exemption Request</b>	<b>Item No. D-4</b>

**Information:**

The City has received one (1) request for property to be approved under the Urban Revitalization Plan.

**Recommendation:**

Staff has reviewed the application, and it complies with the requirements set out in the Urban Revitalization Plan.

**COUNCIL ACTION REQUESTED**

Motion to approve one (1) Urban Revitalization Tax Exemption request as follows:  
653 Prospect St SW.

(No Roll Call)

**Urban Revitalization Tax Exemption**

	<b>Address</b>	<b>Legal Description</b>	<b>Value</b>
1	653 Prospect St SW	LOT 16 KNSJB ADD REPLAT OF LOTS 1-5 BLK 1 PLUEGER INDUSTRIAL PARK ADD LE MARS	\$225,000.00
2			
3			
4			
5			
			<hr/>
			\$225,000.00

CITY OF LE MARS, IOWA

Consent	REQUEST FOR COUNCIL ACTION	Date: February 3, 2026
	Description: Community Easter Egg Hunt	Item No. D-5

**Information:**

Attached is a letter from Primebank regarding a Community Easter Egg Hunt scheduled for March 28, 2026.

**COUNCIL ACTION REQUESTED**

Motion to approve the request to utilize Cleveland Park for a Community Easter Egg Hunt.

(No Roll Call)



37 1<sup>st</sup> Ave NW  
Le Mars, IA 51031

January 22, 2026

City Administrator and City Council Members  
Re: Community Easter Egg Hunt

Dear Administration and Council Members

Primebank has started preparations for the Community Easter Egg Hunt. Again, this year, Primebank will be coordinating all activities for the event. This year we are planning to hold the event on Saturday, March 28, 2026, with the event set to start at 11:00 am.

I am writing to you today to request the following items for the event as in past years:

- The use of the Cleveland Park area
- Weather permitting, we would request that the restrooms at the park be available for use.
- The City of Le Mars/ Vans Sanitation to provide Blue Recycle Totes to collect the eggs after the event is complete.
- Permission to place temporary, no parking signs (from Police Department) along the North, East and south sides of the park the night before the event to help with safety of those participating in the event.
- Make-up date of Saturday, April 4.

If you have any questions, please feel free to contact me. I look forward to hearing from you regarding the matters discussed above.

Sincerely,

Brad Pick  
Marketing Officer,  
Primebank  
712-546-4175

CITY OF LE MARS, IOWA

Consent	REQUEST FOR COUNCIL ACTION	Date: February 3, 2026
	Description: Henrich Addition	Item No. D-6

**Information:**

Attached is the Final Plat of Henrich Addition containing 80 acres. The property lies outside the City of Le Mars Corporate Limits but lies with the City's two-mile jurisdiction for review and approval. The acres are being divided between heirs. No City utilities are required or needed.

**Recommendation:**

Administration is recommending Council waive its right to review per Iowa Code Section 354.9. The Plymouth County Supervisors approved on January 27, 2026.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. \_\_\_\_\_ waiving review of the Final Plat of Henrich Addition as allowed per Iowa Code Section 354.9.

(Roll Call)

City of Le Mars, 40 Central Avenue SE, Le Mars, IA 51031 (712)546-7018  
(Preparer's Name) Address Phone Number  
Return to City of Le Mars, 40 Central Avenue SE, Le Mars, IA 51031

**RESOLUTION NO. 26-**

**RESOLUTION WAIVING REVIEW OF THE FINAL PLAT OF  
HENRICH ADDITION  
PLYMOUTH COUNTY, LE MARS, IOWA**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE MARS, IOWA, that review of the Final Plat of Henrich's Addition, Plymouth County, Le Mars, Iowa, is hereby waived by the Le Mars City Council per Iowa Code Section 354.9 and deferred to Plymouth County for approval.

PASSED AND APPROVED this 3rd day of February 2026.

ATTEST:

\_\_\_\_\_  
Rob Bixenman, Mayor

\_\_\_\_\_  
Jan Feller, City Clerk

CLERK'S CERTIFICATE

STATE OF IOWA            )  
                                  \*ss:  
PLYMOUTH COUNTY        )

I, Jan Feller, City Clerk of the City of Le Mars, Iowa, do hereby certify that the foregoing resolution was approved by a duly constituted quorum of the City Council of the City of Le Mars, Iowa, meeting in regular session on the 3rd day of February 2026.

SEAL

\_\_\_\_\_  
Jan Feller, City Clerk



# HENRICH ADDITION

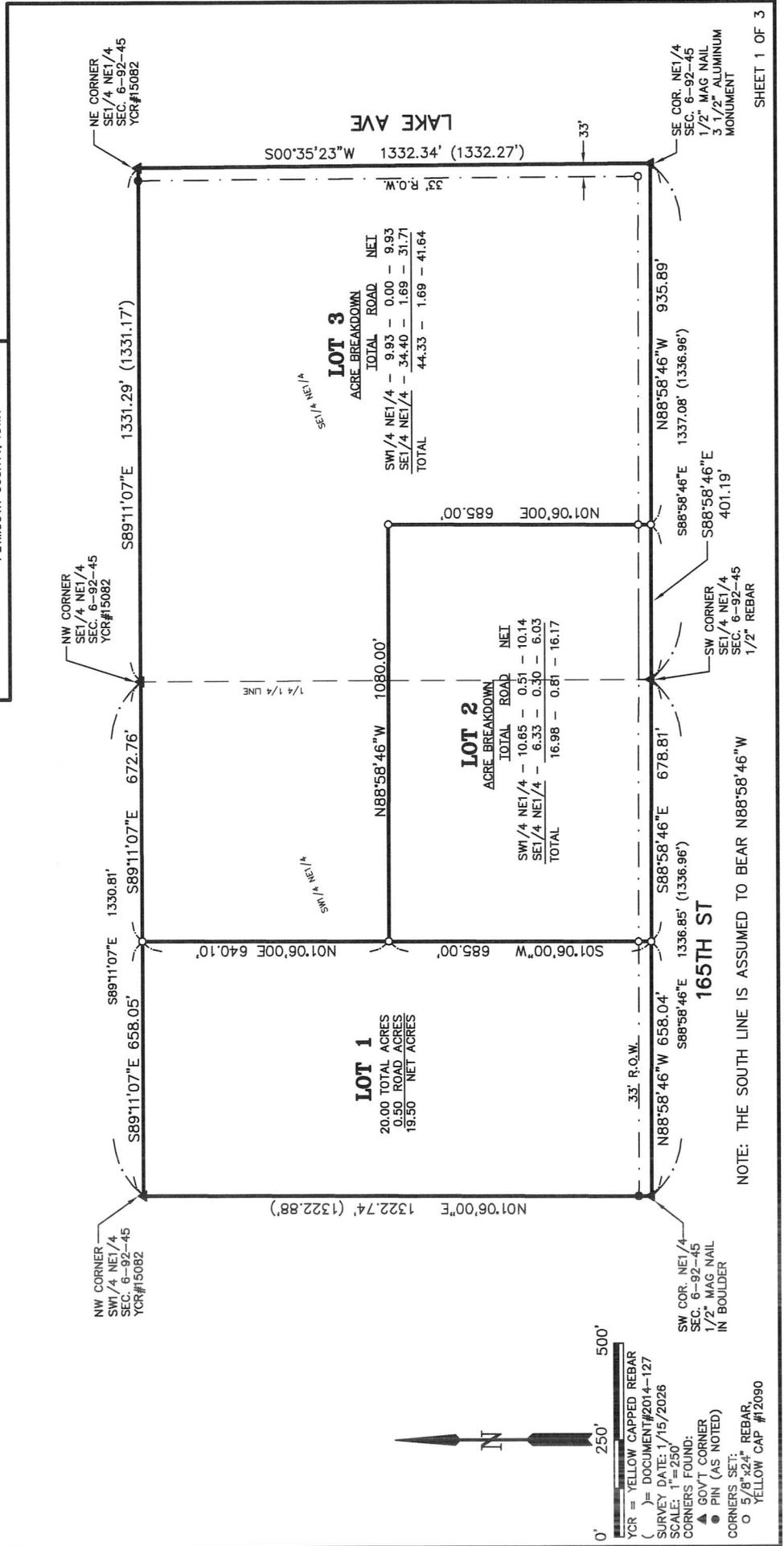
## A MINOR SUBDIVISION TO PLYMOUTH COUNTY, IOWA

SEE SHEET 2 FOR DESCRIPTION

### INDEX LEGEND

PREPARED BY AND  
RETURN TO: SCHLOTFELDT ENGINEERING INC.  
P.O. BOX 806  
LE MARS, IOWA 51031  
712-546-8118

SURVEYOR: JAMES C. SAILER P.L.S.  
REGISTRATION # 12090  
OWNERS/SUBDIVIDERS: DENNIS M HENRICH  
31785 165 ST  
LE MARS, IA 51031  
LOCATION: S1/2 NE1/4 6-92-45  
PLYMOUTH COUNTY, IOWA



0' 250' 500'

YCR = YELLOW CAPPED REBAR  
( ) = DOCUMENT#2014-127  
SURVEY DATE: 1/15/2026  
SCALE: 1"=250'  
CORNER FOUND:  
● GOV'T CORNER  
▲ PIN (AS NOTED)

CORNER SET:  
○ 5/8"x24" REBAR,  
YELLOW CAP #12090

NE CORNER SE 1/4 NE 1/4 SEC. 6-92-45 YCR#15082

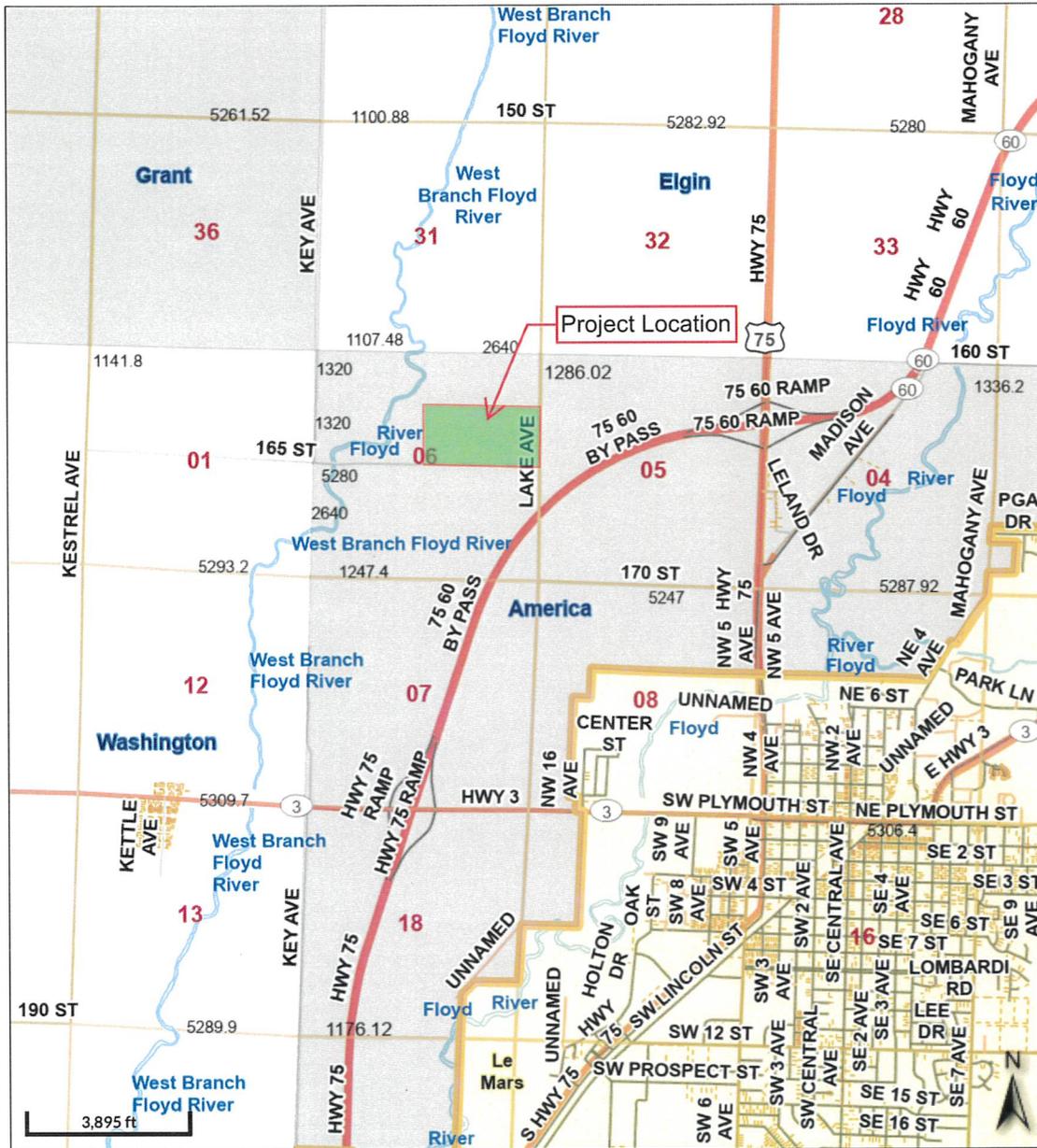
NW CORNER SE 1/4 NE 1/4 SEC. 6-92-45 YCR#15082

SW COR. NE 1/4 SEC. 6-92-45 1/2" MAG NAIL IN BOULDER

SE COR. NE 1/4 SEC. 6-92-45 1/2" MAG NAIL 3 1/2" ALUMINUM MONUMENT



# Plymouth County, IA



## Overview



## Legend

- Parcels**
- BLL
  - Condos
  - Wind Turbines
  - Parcels
  - Lot Dashed Line
- Roads**
- 1
  - 3
  - 5
  - 6
  - 9

Date created: 1/19/2026  
 Last Data Uploaded: 1/16/2026 9:06:23 PM

Developed by SCHNEIDER  
 GEOSPATIAL

**CITY OF LE MARS, IOWA**

<b>Consent</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date:</b> <b>February 3, 2026</b>
	<b>Description:</b> <b>Hotel/Motel Sales Tax Grant Committee Recommendations</b>	<b>Item No.</b> <b>D-7</b>

**Information:**

Attached is a letter from Jessica Brownmiller, City Venue Manager, representing the Hotel/Motel Sales Tax Grant Committee, making funding recommendations for FY '27. Final action will be taken on the recommendations at the February 17, 2026, Council meeting to allow for citizen input.

**Recommendation:**

City Administration recommends that the Council acknowledge receipt of the recommendations.

**Financial Impact:**

In accordance with annual appropriations.

**COUNCIL ACTION REQUESTED**

Motion to acknowledge receipt of the Hotel/Motel Sales Tax Grant Committee's recommendation for FY '27 project funding.

(No Roll Call)



# City of Le Mars, Iowa Hotel/Motel Sales Tax Grant Committee

40 Central Avenue SE • Le Mars, Iowa 51031

January 27, 2026

Mayor Bixenman and Le Mars City Council Members  
City of Le Mars  
40 Central Avenue SE  
Le Mars, IA 51031

The Hotel/Motel Sales Tax Grant Committee received 11 grant applications requesting \$51,002.10 in funding for the FY27 budget year. The original applications are on file at City Hall if you require additional information than what is included in the below recommendations.

The Hotel/Motel Sales Tax Grant Committee believe the following 9 organizations and projects perpetuate tourism growth within our community and recommend the below funding totaling 40,000.00.

- Le Mars YMCA "Fun Runs/5K & Kid's Dash" - \$4,500.00
- Plymouth County Historical Museum "Festival of Trees" - \$4,000.00
- Junior Golf of NW Iowa "National College Invitational 2026" - \$3,000.00
- Plymouth County 4H & Agricultural Society "Front Gate Project" - \$7,000.00
- Le Mars Little League "John Britton Memorial Youth Baseball Tournament" - \$1,000.00
- Plymouth County Cyclists, Inc. "Tour de Plymouth 2027" - \$1,500.00
- Le Mars Arts Council "American Watercolor Society & Makers Market 2027" - \$6,000.00
- Le Mars Police Department "USPCA Patrol Dog Trials" - \$6,000.00
- Engage Le Mars "Olson Concert Bash" - \$7,000.00

The mission of the Hotel/Motel Sales Tax Grant Committee is to attempt to fund as many qualifying projects with enough money to be useful toward completion of the project goal. As directed by the City of Le Mars on September 4, 2001, the purpose of the Hotel/Motel Sales Tax Grant Committee is to solicit, receive, and analyze proposals for the promotion and encouragement of tourism and convention business in the City and to recommend specific action for City Council consideration.

If you have questions, please feel free to contact any Hotel/Motel Sales Tax Committee member. Thank you for your continued support of the Hotel/Motel Sales Tax Grant Committee and its process of project/grant funding. We look forward to continuing the financial support of tourism projects within the City of Le Mars.

Respectfully Submitted,

Jessica Brownmiller  
City Venue Manager

CC: Hotel/Motel Sales Tax Grant Committee  
Le Mars Sentinel  
KLEM

**CITY OF LE MARS, IOWA**

<b>Action</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date:</b> <b>February 3, 2026</b>
	<b>Description:</b> <b>Crossroads Commons Rezoning</b>	<b>Item No.</b> <b>E-1</b>

**Information:**

At the January 20, 2026, meeting, Council approved the first reading regarding the rezoning of Crossroads Commons from AG (Agricultural) to B-2 (General Business).

**Recommendation:**

Administration and Planning & Zoning Commission recommend Council approval.

**COUNCIL ACTION REQUESTED**

Motion to approve the second reading of Ordinance No. 1001 amending zoning districts for Crossroads Commons from AG (Agricultural) to B-2 (General Business).  
(Roll Call)

Motion to waive the third reading of Ordinance No. 1001 amending zoning districts for Crossroads Commons from AG (Agricultural) to B-2 (General Business).  
(Roll Call)

Motion to adopt Ordinance No. 1001 amending zoning districts for Crossroads Commons from AG (Agricultural) to B-2 (General Business) on its second reading.  
(Roll Call)

**ORDINANCE NO. 1001**

**AN ORDINANCE AMENDING ZONING DISTRICTS  
IN THE CITY OF LE MARS, IOWA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LE MARS, IOWA AS FOLLOWS:

That Chapter 167.03, Paragraph 1, Zoning Regulations is hereby amended such that the following described real estate, to wit:

LEGAL DESCRIPTION

Crossroads Commons, lots 1 through 15, located at the intersection of 24<sup>th</sup> Street SW and Key Avenue, Plymouth County, Iowa.

within the AG (Agricultural) be, and the same hereby is rezoned to B-2 (General Business).

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED this \_\_\_ day of February 2026.

ATTEST:

\_\_\_\_\_  
Rob Bixenman, Mayor

\_\_\_\_\_  
Jan Feller, City Clerk

CLERK'S CERTIFICATE

STATE OF IOWA            )  
                                      \* ss:  
PLYMOUTH COUNTY        )

I, Jan Feller, City Clerk of the City of Le Mars, Iowa certify that the foregoing Ordinance was passed by a duly constituted quorum of the City Council of the City of Le Mars, Iowa, meeting in regular session on the \_\_\_ day of February 2026 and that said Ordinance was published in the official City newspaper, the Le Mars Sentinel, in its issue dated this \_\_\_ day of February 2026.

\_\_\_\_\_  
Jan Feller, City Clerk

SEAL

First Reading: 1/20/2026  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

# FINAL PLAT OF CROSSROADS COMMONS

A SUBDIVISION TO THE CITY OF LE MARS,  
PLYMOUTH COUNTY, IOWA

### AREA TABLE:

Lot 1 = 44,746 sq. ft.
Lot 2 = 44,519 sq. ft.
Lot 3 = 44,402 sq. ft.
Lot 4 = 44,286 sq. ft.
Lot 5 = 50,019 sq. ft.
Lot 6 = 104,815 sq. ft.
Lot 7 = 128,150 sq. ft.
Lot 8 = 126,022 sq. ft.
Lot 9 = 126,372 sq. ft.
Lot 10 = 129,063 sq. ft.
Lot 11 = 101,681 sq. ft.
Lot 12 = 133,512 sq. ft.
Lot 13 = 44,162 sq. ft.
Lot 14 = 43,937 sq. ft.
Lot 15 = 157,456 sq. ft.
Right of Way = 147,626 sq. ft.
Total = 1,524,787 sq. ft. - 35.00 acres

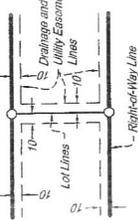
**ZONING**  
PROPOSED ZONE: B-2  
BUILDING SETBACKS  
SEE ZONING REGULATION 187.17

### LEGEND

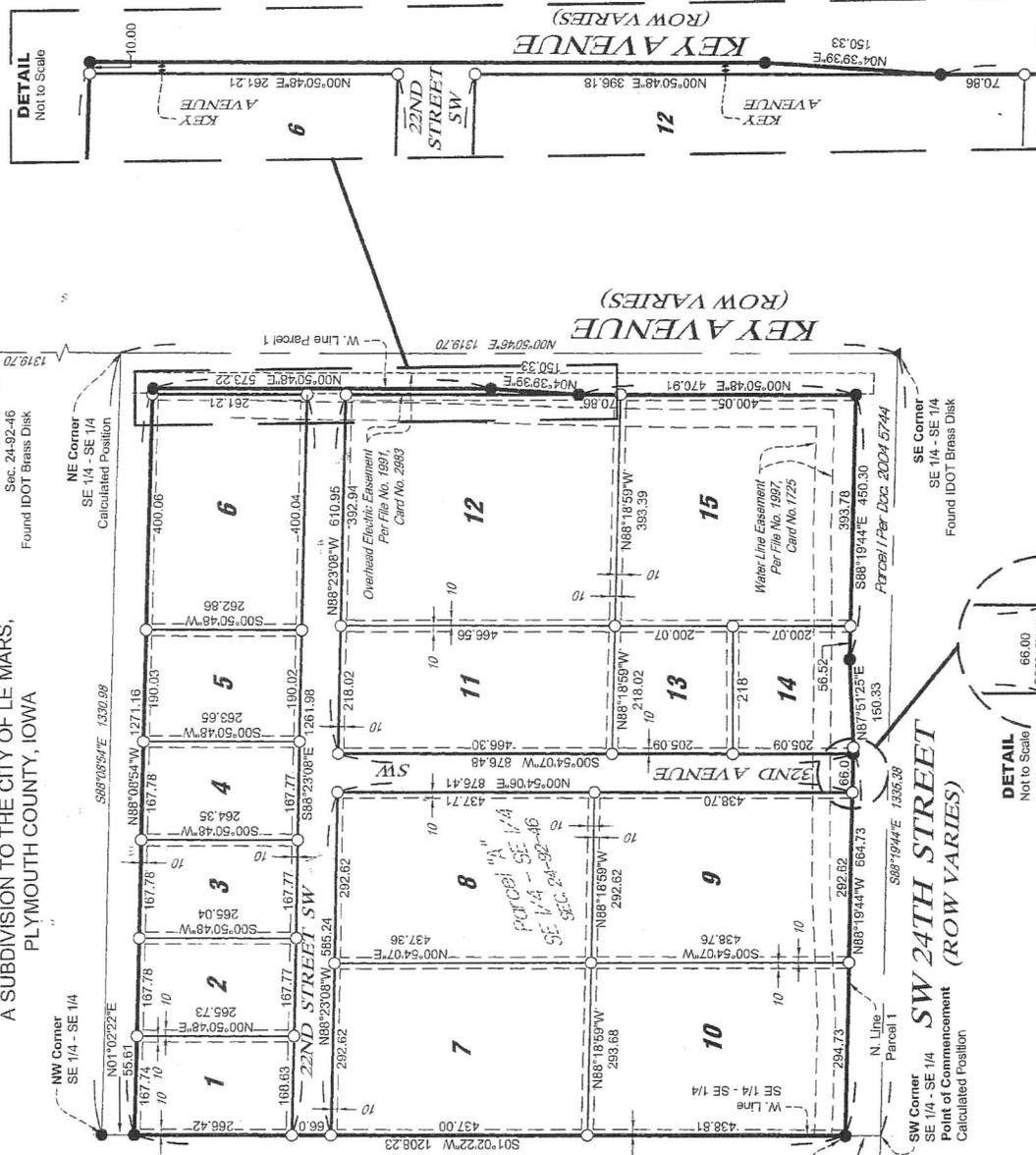
- Indicates Set 5/8" Rebar
- Purple Plastic Cap PLS 27273
- Indicates Found 5/8" Rebar
- Purple Plastic Cap PLS 27273
- Section Corner
- Found as Noted

- Boundary Line
- Lot Line
- Section Line
- 16th Line
- Easement Line

Drainage and Utility Easements are shown thus:



Being 10 feet in width and adjoining lot lines, right-of-way lines and rear lot lines, unless otherwise indicated on the plat.

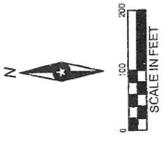
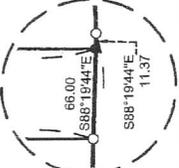


E 1/4 Corner  
Sec. 24-92-46  
Found IDOT Brass Disk  
Found IDOT Brass Disk

NE Corner  
SE 1/4 - SE 1/4  
Calculated Position

SE Corner  
SE 1/4 - SE 1/4  
Found IDOT Brass Disk

DETAIL  
Not to Scale



I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Blair Rinkler  
Blair Rinkler  
27273  
My License renewal date is 12/31/25  
Pages covered by this seal 1

Date: 12/11/25



ISG  
PNC 25-37501  
Sheet 2 OF 2  
Surveyor: Blair Rinkler  
Scale: As Shown  
Rev. Date: 12/11/25

**CITY OF LE MARS, IOWA**

<b>Action</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date: February 3, 2026</b>
	<b>Description: DGR Services Agreement – Business Highway 75 South Patching Project</b>	<b>Item No. E-2</b>

**Information:**

Attached is a Services Agreement with DGR Engineering to provide design, bidding, and construction services for the Business Highway 75 South Patching Project. This project addresses concrete issues in the area of Business Highway 75 south of the planned Business Highway 75 Reconstruction Project set to begin in 2027. The patching project will be completed prior to the reconstruction project.

**Recommendation:**

Administration recommends Council approve the agreement with DGR.

**Financial:**

Costs can be paid through TIF or Road Use Tax.

**COUNCIL ACTION REQUESTED**

Motion to approve the Agreement with DGR to provide services for the Business Highway 75 South Patching Project in the amount of \$97,000.

(No Roll Call)

**DGR ENGINEERING**  
**Agreement for Professional Services**

THIS AGREEMENT is entered into on the 15th day of January 2026, by and between City of Le Mars, Iowa, hereinafter referred to as "Client" and **DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering**, hereinafter referred to as "Consultant".

WHEREAS, Client requires professional services for Le Mars, Business Highway 75 South Patching Project and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

**1. BASIC AGREEMENT:**

- 1.1. SCOPE OF WORK:** The Scope of Work for this Project shall be documented in a manner consistent with the format of Exhibit A and B to this Agreement and shall be considered an integral part of this Agreement.
- 1.2. GENERAL:** This Agreement sets forth the general terms and conditions which will apply to all services rendered. Consultant shall provide or cause to be provided the services set forth in this Agreement and any subsequent amendments; and Client shall pay Consultant for such services as set forth in Paragraph 3.3.
- 1.3. TERM:** This Agreement shall be effective on the date shown above, until terminated as provided in paragraph 4.2 below.

**2. CONSULTANT'S RESPONSIBILITIES:**

- 2.1. SERVICES PROVIDED:** Exhibit A and B will describe services to be performed and deliverables, if any, to be provided. Consultant shall not be obligated to perform any services unless and until Client and Consultant agree as to the scope of Consultant's services, time for performance, Consultant's compensation, and Client's responsibilities. All services shall be subject to the terms and conditions of this Agreement.
- 2.2. STANDARD OF CARE:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- 2.3. INDEPENDENT CONTRACTOR:** All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. Consultant is not an employee of or in a joint venture with Client.

2.4. **TIMELINESS OF PERFORMANCE:** The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

3. **CLIENT'S RESPONSIBILITY:**

3.1. **DUTY TO PROVIDE INFORMATION:** Client agrees to provide Consultant with any and all documents, including but not limited to, structural documents, geotechnical reports and other technical information regarding the location where Services are to be performed (the "Site"), if any, which are available to Client and which relate to the Services. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Consultant under the Agreement. Consultant may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

3.2. **PERMITS AND LICENSES:** Client agrees to timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

3.3. **PAYMENT AND TERMS:** Consultant shall prepare invoices in accordance with its standard invoicing practices and Exhibit A and B. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then Client will be considered in breach of the payment terms of this Agreement, and the compounded amount due Consultant will be increased at the rate of 1.0 % per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed, and must pay the undisputed portion.

Whenever Consultant is entitled to compensation for the charges of Sub-consultants used by the Consultant as part of the services provided to the Client, those charges shall be billed to the Client at the amount billed to the Consultant by the Sub-consultant times a factor of 1.1.

Client shall pay all governmental taxes and fees applicable to Consultant's services, which, unless specifically listed in the Fee Arrangement section of Exhibit A and B, will be in addition to the compensation to which Consultant is entitled under this Agreement. If after the Effective Date of this Agreement any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Consultant's services or compensation different than as described by Exhibit A and B, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of this Agreement.

4. GENERAL CONSIDERATIONS:

4.1. **OWNERSHIP OF DOCUMENTS:** All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the "Documents") are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not the Project is completed. Notwithstanding the foregoing, upon completion of the project or termination of the services and payment of all monies due the Consultant, Consultant hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize Consultant's Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants. Client shall indemnify and hold harmless Consultant, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from.

4.2. **SUSPENSION AND TERMINATION:** If the client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Either party may terminate this Agreement by giving the other party a written seven (7) days' notice of its intent to terminate. Client shall pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination. Payment to Consultant shall be made within 30 days of the date of termination.

4.3. **INSURANCE:** Consultant will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this section shall include the coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

Workers Compensation: Statutory Limits in state where Project is located

Automobile Liability: Combined Single Limit, \$1,000,000 each accident

Commercial General Liability: \$1,000,000 each occurrence  
\$2,000,000 general aggregate

Professional Liability:                                 \$2,000,000 per claim  
   \$2,000,000 general aggregate

Client shall be included as additional insured as respects Consultant's General Liability policy. Upon Client's request, Consultant shall deliver to Client certificates of insurance evidencing the coverage set forth above.

- 4.4. **OPINIONS OF COST:** Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.
- 4.5. **STATUS DURING CONSTRUCTION:** If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to inform the Client of observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.

**5. MISCELLANEOUS PROVISIONS:**

- 5.1. MUTUAL WAIVERS:** To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- 5.2. LIMITATION OF LIABILITY:** Consultant's total aggregate liability to Client related to, or arising out of, any Services provided under this Agreement, or in relation to the Project, shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.
- 5.3. CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Agreement date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule in effect when the work is completed. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.
- 5.4. DISPUTE RESOLUTION:** The Parties agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under the Agreement or under law.
- 5.5. SEVERABILITY:** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 5.6. ASSIGNMENT:** Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 5.7. GOVERNING LAW and JURISDICTION:** Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State in which the project is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as of the date first above written.

City of Le Mars, Iowa  
(Client)

By: \_\_\_\_\_  
Rob Bixenman

Title: Mayor  
(Authorized signature and Title)

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

Address: 40 Central Ave SE

City: Le Mars, IA 51031

**DeWild Grant Reckert and Associates Company**  
**d/b/a DGR Engineering**  
(Consultant)

By:   
Bryan Wells, P.E.

Title: Vice President  
(Authorized signature and Title)

Date: 01/15/2026

Address: 6115 Whispering Creek Drive

City: Sioux City, IA 51106

## Exhibit A

### SCOPE OF CONSULTANT SERVICES for Business Highway 75 South Patching Project Le Mars, Iowa

The City desires to concrete patch Business Highway 75 south from the east side of the Highway 75 Bypass (east of east ramps) to just north of 18<sup>th</sup> Street SW. Review area for the 4-lane undivided highway is approximately 5,500 LF. See attached Figure A. Some existing concrete joints have deteriorated and are in need repair. The existing 2005 Iowa DOT plans with original construction taking place in 2006 and 2007 will be used in preparation of the PCC patch plans. The project is to be locally funded by City and bid in spring 2026 for construction taking place in 2026.

As part of this project, DGR Engineering will perform the following services:

#### **I. Task 1 - Administration/Meetings/Public Involvement**

- A. Coordinate with team members, including subconsultant (if any), and City staff (Office and Field), to define the extent of work involved along with each participant's responsibilities. Additional coordination with Iowa DOT maybe needed depending on proximity to DOT right of way.
- B. Address public concerns and issues related to the project through the City's Project Manager.
- C. Review Meetings: A total of up to two (2) meetings are included in this scope to review and discuss project details and plans.
- D. Public Participation and Involvement: No public meetings or property owner meetings are anticipated or included in this scope of services.

#### **II. Task 2 - Survey/Data Collection/Drone Image**

- A. No topographic survey is included in this scope of services. Research and field survey will consist of gathering horizontal control and curve data for use in re-establishing the roadway alignment (200<sup>th</sup> Street as noted in DOT plans). The original alignment will be used as reference to location of proposed patches. Additionally, Consultant to gather current drone images for the appropriate 5,500 LF of roadway to be used to evaluate roadway conditions and location of proposed patch work.

### III. Task 3 - Design

- A. Using the drone image, Consultant to note preliminary locations of patch locations. To field verify, Consultant to review preliminary patch locations in the field by walking both edges of roadway to visually inspect locations and determine appropriate size of patches.
- B. Consultant shall prepare preliminary plans showing location and limits of proposed patch work, typical section of patches (review and reference original DOT plans), tab for quantity calculations, pavement marking plan/tab, and staging and traffic control plans. The work shall include approximately 5,500 feet of 4-lane roadway review.
- C. Utilities: No utility review or replacement is anticipated or included in this scope of services.
- D. Paving: Street patches will be designed in reference to the original pavement thickness and section shown in DOT plans.
- E. Private Utilities: Following City review of the 60% preliminary plans, the plan set will be sent to the private utility owners within the construction limits for coordination with the project.
- F. Landscaping/Lighting/Signage: No improvements are anticipated or included in this scope of services.
- G. The City may retain the services of Certified Testing Inc. as their qualified geotechnical engineer subconsultant to investigate any pavement cores needed. The contract for the material testing services will also be directly with the City and is not included in this proposal.
- H. Review plans will be provided to the City at 60% and 100% including an opinion of probable costs.
- I. Final plans will be prepared based on the preliminary review plan approved by the City. The final plans will include all preliminary plan sheets previously noted as well as bid item and estimate of reference information. Front end documents with EJCDC General Conditions as well as Supplemental Conditions will be prepared by Consultant with City assistance. Additional coordination will be had relating to City preferred insurance requirements for Contractor along with City/Contractor agreement details.
- J. Staging Layout: The project is expected to include two stages and maintain one-lane of traffic in each direction at all times.
- K. Erosion control plans or SWPPP will not be required since the area of disturbance is expected to be less than 1 acre.
- L. Permits: No permits are anticipated or included in this scope of services.

#### **IV. Task 4 - Bid Phase**

- A. Consultant shall assist the City during the solicitation for bids for one (1) bid letting by preparing the Notice to Bidders; by reproducing the plans, specifications, and contract documents (one (1) original and ten (10) copies); and attending the bid letting. Any questions concerning interpretation of the project documents will be handled by Consultant. Plan distribution will be handled by the Consultant.
- B. Bids received by the City for the project will be examined for completeness and accuracy, and a recommendation, including tabulation of bids, will be made by the Consultant to the City for the award of the construction contract.
- C. Engineer's Opinion of Probable Cost for the project shall be provided to the City to use as a basis for bid evaluation.
- D. Consultant shall submit a form of agreement in standard City format to the successful bidder for execution, subject to review and approval by City's legal staff.

#### **V. Task 5 - Construction Administration and Observation**

Because of factors beyond the control of the Consultant, such as: capability of the contractor, speed at which the contractor progresses, weather, traffic, construction staging, property owner questions/needs, etc., the Consultant can only provide an estimated fee for construction services. The following assumptions shall be used in preparing an estimate for construction administration and observation services:

- A. It is understood the fees provided for construction services are estimates based on these assumptions, and if construction work extends beyond the time frame estimated or the Engineer needs to be on site more hours per week, an amendment to this agreement may be needed to complete the construction services. It is estimated that the construction duration will be 8 weeks (including 1 week of work related to non-controlling work items) in the year 2026.
- B. Consultant will develop the agenda and conduct a preconstruction conference with City staff at City Hall for all parties involved in the project to establish schedules, review materials, conflicts, quality assurance, and other related items. City will assist in scheduling the meeting. Meeting minutes will be prepared by the Consultant.
- C. Prepare necessary plan revisions, if any.
- D. Review shop drawings submitted by Contractor.
- E. Prepare Pay Applications and Change Orders based on measured quantities using Appia Software or similar.
- F. Project Engineer will visit the site two (2) times per month and average a total of two (2) hours per week on the project.

- G. During construction, Consultant shall provide full time construction observation at an estimated 40 hours per week.
- H. Complete Working Day Reports.
- I. Consultant to mark removals for patch work.

## VI. Engineering Fee – Consultant’s Project Budget

- A. For a project of this nature and scope, we agree to perform the engineering services detailed in Exhibit A, including direct expenses with a breakdown of fees as follows:

Task 1 – Administration/Meetings	\$ 2,000
Task 2 – Survey/Data Collection/Drone Image	\$ 6,000
Task 3 – Design	\$ 30,000
Task 4 – Bid Phase	\$ 4,000
Task 5 – Construction Administration and Observation	<u>\$ 55,000</u>

Total Project Fees = \$ 97,000

Construction Administration and Observation is based on assumptions noted in Task 5 scope above and will be billed on an hourly basis plus direct project expense using the rates in effect at the time the work is performed. A copy of the current hourly rate schedule is enclosed.

The engineering services will be billed monthly with each statement representing the work performed during the preceding month.

Additional services can be provided at the Client’s request at the hourly rates in effect at the time the work is performed.

- B. We request statements be paid within 30 days after billing with 12 percent per annum charged on all unpaid statements beyond 30 days. Statements not paid within 45 days will cause the Engineer to stop work on the project.
- C. We request any work covered by this Agreement, designed or specified by this Engineer which is suspended or abandoned, be paid for by the Client.

FIGURE A



# DGR ENGINEERING

JANUARY 2026

## HOURLY FEE SCHEDULE A

<b>Personnel Grade</b>	<b>Engineer Hourly Rate</b>	<b>Technician Hourly Rate</b>	<b>Administrative Hourly Rate</b>
01	\$135	\$81	\$80
02	\$143	\$86	\$85
03	\$152	\$91	\$90
04	\$162	\$96	\$95
05	\$172	\$101	\$101
06	\$183	\$107	\$108
07	\$194	\$113	\$116
08	\$206	\$120	\$124
09	\$218	\$127	\$133
10	\$230	\$135	\$143
11	\$243	\$143	\$153
12	\$258	\$151	\$165
13	\$271	\$161	\$181
14	\$281	\$172	\$213
15	\$288	\$183	\$266

### Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

CITY OF LE MARS, IOWA

Action	REQUEST FOR COUNCIL ACTION	Date: February 3, 2026
	Description: Central Avenue Extension Project	Item No. E-3

**Information:**

ISG has prepared plans, specifications, form of contract, and estimate of costs for the Central Avenue Extension Project. The project will extend utilities and paving to approximately 1,250 feet south of 18<sup>th</sup> Street South.

The anticipated schedule is as follows:

February 17, 2026	Public Hearing
March 11, 2026	Bid Opening @ 2:00 pm
March 17, 2026	Council Award
November 30, 2026	Grading and Utilities Complete
July 2, 2027	Paving Complete

**Recommendation:**

Administration recommends Council proceed to a public hearing. Development Agreements with both Dogwood Properties, Inc and Le Mars School District will be brought back to Council for approval at a later date.

**Financial:**

Current estimate is \$1,523,154 with costs to be paid for from water, wastewater, storm sewer, and RUT.

**COUNCIL ACTION REQUESTED**

Motion to establish February 17, 2026, at 12:00 pm as the date and time for public hearing on plans, specifications, form of contract, and estimate of costs for the Central Avenue Extension Project and to establish March 11, 2026, at 2:00 pm to receive and open bids with said bids considered at the March 17, 2026, meeting.

(No Roll Call)





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PROJECT  
**CITY OF LE MARS  
 CENTRAL AVENUE  
 EXTENSION**  
 ICWA

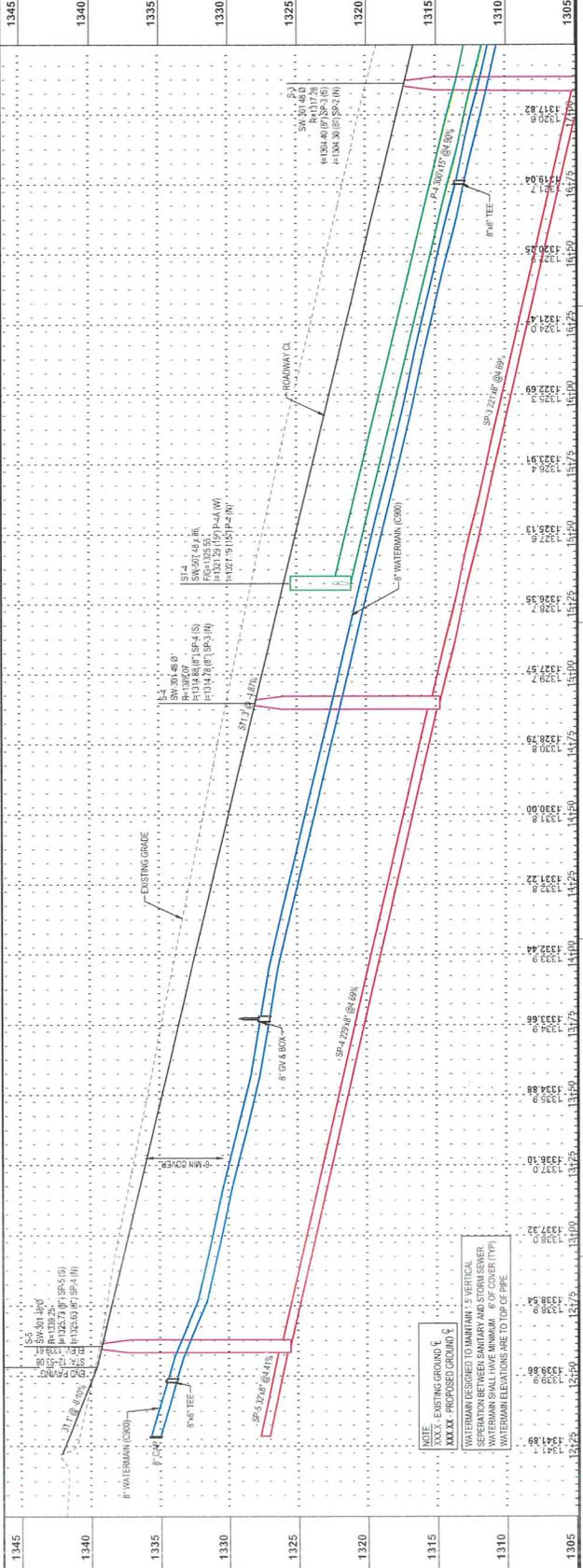
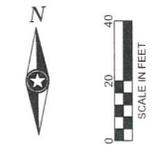
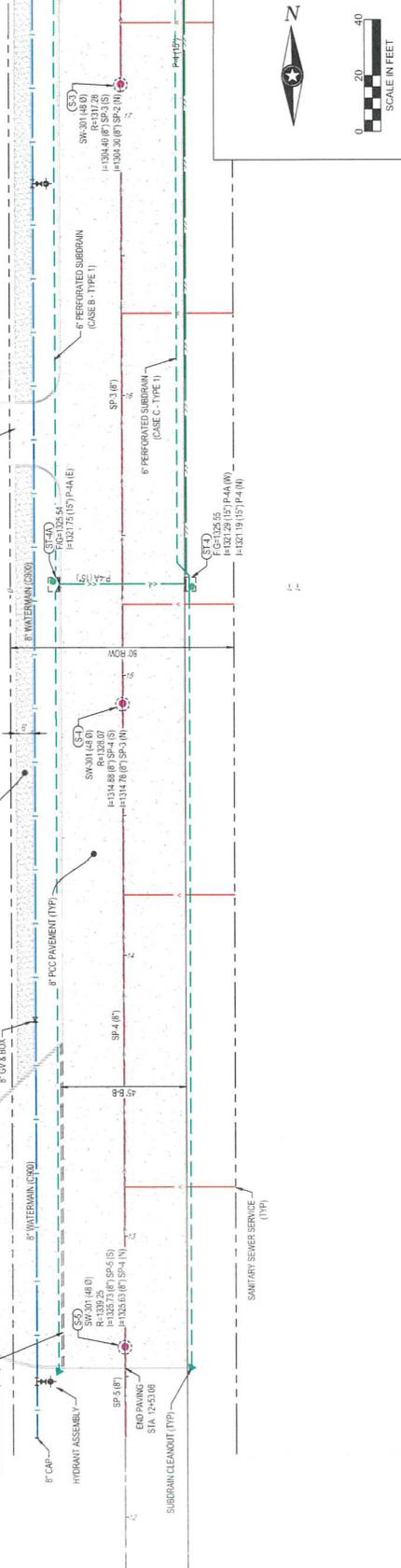
DATE	REVISION/CHANGE DESCRIPTION	BY

PROJECT NO.	25-0560
FILE NAME	250560.DWG
DESIGNED BY	PKH/DAK
REVIEWED BY	AJK
ORIGINAL ISSUE DATE	11/22/2018
CLIENT PROJECT NO.	

TITLE  
**CENTRAL AVENUE  
 PLAN AND PROFILE**

SHEET  
**11**

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	CONCRETE PAVEMENT
	CONCRETE WALK



NOTE  
 XXXX - EXISTING GROUND  
 XXXX - PROPOSED GROUND  
 WATERMAN DESIGNED TO MAINTAIN 15 VERTICAL SEPARATION BETWEEN SANITARY AND STORM SEWER. WATERMAN ELEVATIONS ARE TO TOP OF PIPE.



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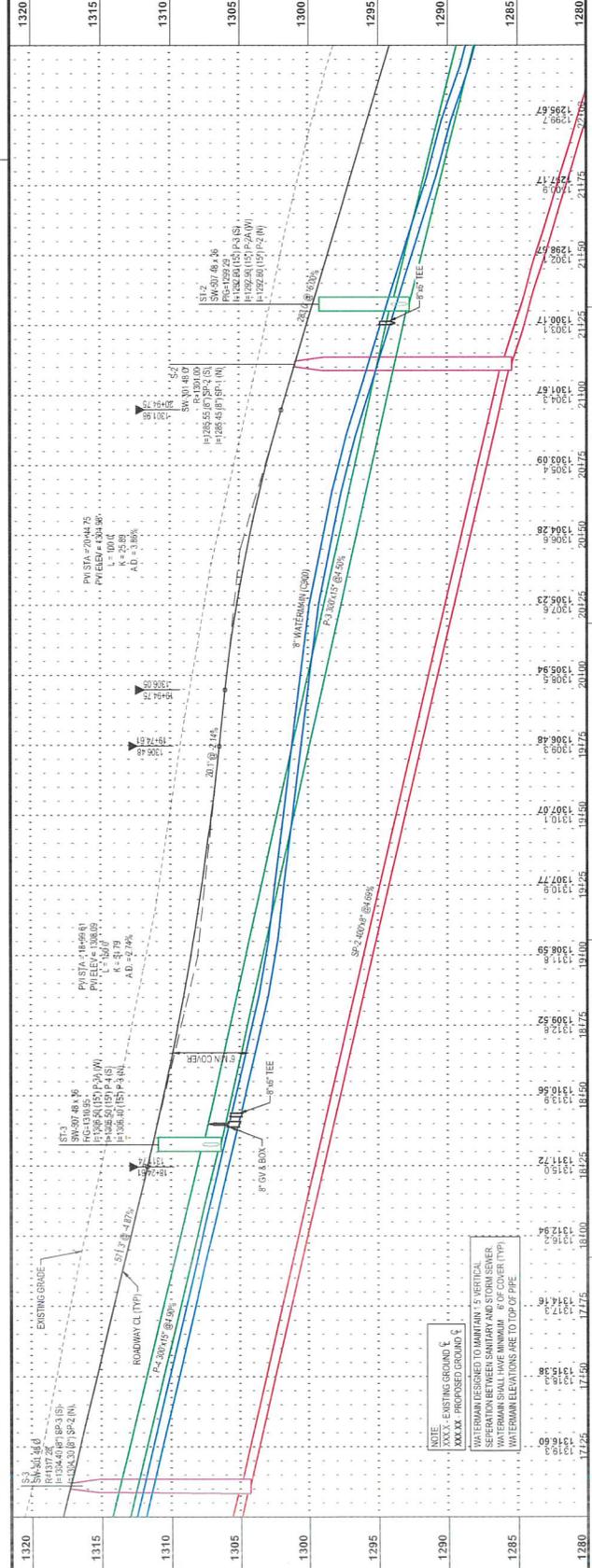
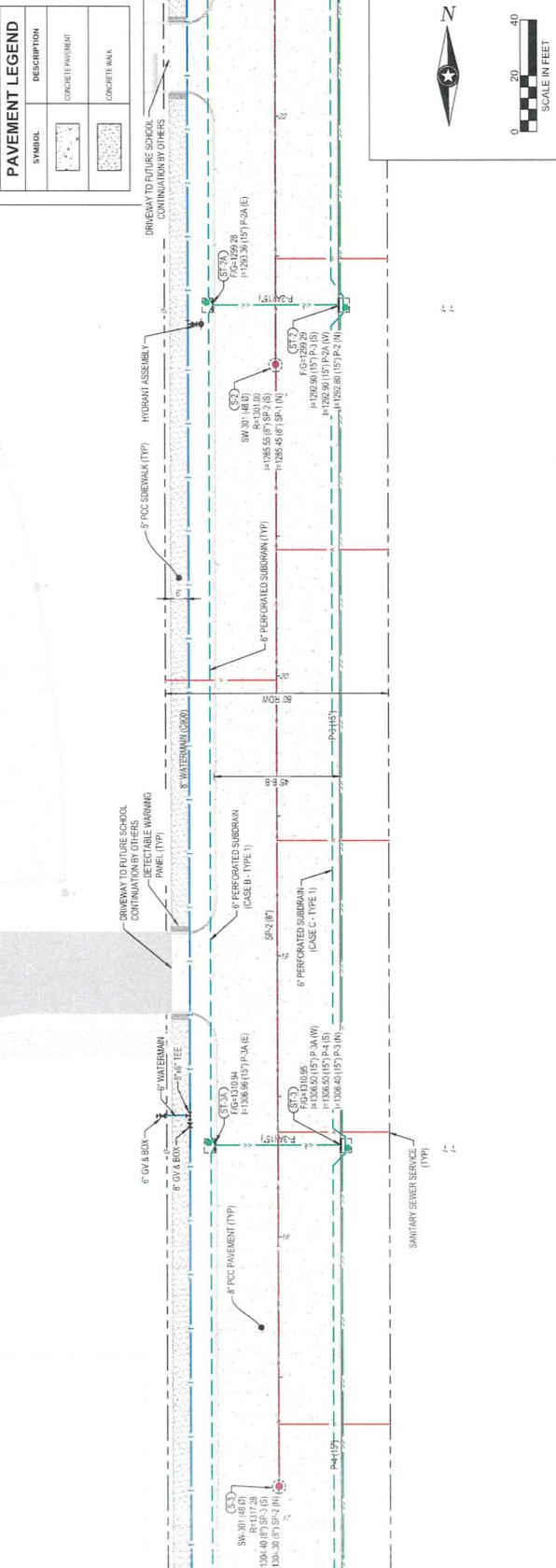
PROJECT  
**CITY OF LE MARS  
 CENTRAL AVENUE  
 EXTENSION**  
 LE MARS, IOWA

DATE	REVISION	SCHEDULE DESCRIPTION	BY

PROJECT NO: 25-35600  
 FILE NAME: 250633.DWG  
 DESIGNED BY: PSH/DMH  
 REVIEWED BY: ASH  
 ORIGINAL ISSUE DATE: 01/22/2025  
 CLIENT PROJECT NO:  

TITLE  
**CENTRAL AVENUE  
 PLAN AND PROFILE**

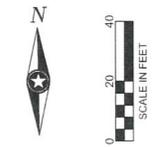
SHEET  
**12**



STATION	ELEVATION
1320	1295.67
1315	1297.17
1310	1298.27
1305	1300.17
1300	1303.1
1295	1306.4
1290	1309.3
1285	1310.5
1280	1310.7

**PAVEMENT LEGEND**

SYMBOL	DESCRIPTION
	CONCRETE PAVEMENT
	CONCRETE WALK



NOTE  
 XXXX - EXISTING GROUND  
 XXXX - PROPOSED GROUND  
 WATERMAIN DESIGNED TO MAINTAIN 1' VERTICAL SEPARATION BETWEEN SANITARY AND STORM SEWER WATERMAIN ELEVATIONS ARE TO TOP OF PIPE





**CITY OF LE MARS, IOWA**

<b>Action</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>Date: February 3, 2026</b>
	<b>Description: Surface Transportation Block Grant Program (STBG) Application</b>	<b>Item No. E-4</b>

**Information:**

The City of Le Mars has consistently used STBG funding for eligible roadway improvements. Applications are due for projects to receive FY30 funding by February 13, 2026. An application has been prepared to replace 12<sup>th</sup> Street SE from 4<sup>th</sup> Avenue to 7<sup>th</sup> Avenue.

Past projects include:

- Central Avenue – 5<sup>th</sup> Street S to 12<sup>th</sup> Street S (FY22)
- 12<sup>th</sup> Street SW – Central Avenue to 6<sup>th</sup> Avenue W (FY23)
- 7<sup>th</sup> Avenue/K49 – 18<sup>th</sup> Street SE to 24<sup>th</sup> Street SE (FY24)

Approved projects include:

- 12<sup>th</sup> Street SE – 2<sup>nd</sup> Avenue to 4<sup>th</sup> Avenue (FY25)
- 7<sup>th</sup> Avenue SE/K49 – 12<sup>th</sup> Street to 18<sup>th</sup> Street (FY28)

**Recommendation:**

Administration recommends Council approve submittal of the application by the February 13, 2026, deadline.

**Financial:**

Historically STBG is 80% Federal and 20% Local, however, can be as low as 50/50.

This application is prepared as an 80/20 split. Total estimate for the project minus engineering costs is:

Federal	\$834,096
Local	\$208,524

RUT or TIF eligible.

**COUNCIL ACTION REQUESTED**

Motion to approve application to Surface Transportation Block Grant Program (STBG) for the 12<sup>th</sup> Street SE – 4<sup>th</sup> Avenue to 7<sup>th</sup> Avenue Reconstruction Project for FFY construction.

(No Roll Call)

AND

Motion to approve Resolution No. \_\_\_\_\_ officially committing funds and providing for the operation and maintenance of said roadway.

(Roll Call)

**RESOLUTION NO. 26-**

**RESOLUTION SUPPORTING THE SUBMITTAL OF A GRANT APPLICATION  
THROUGH THE SIOUXLAND REGIONAL TRANSPORTATION  
PLANNING ASSOCIATION FOR FUNDING FOR  
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECTS**

WHEREAS, the City of Le Mars, Iowa, is desirous of submitting an application to the Siouxland Regional Transportation Planning Association Surface Transportation Block Grant (STBG) for the following roadway improvements:

12th Street SE from 4<sup>th</sup> Avenue to 7<sup>th</sup> Avenue - Remove the existing 31' wide 6" and replace with 7" PCC.

NOW, THEREFORE, BE IT RESOLVED, that the Le Mars City Administrator is authorized to submit a grant application to the Siouxland Regional Transportation Planning Association.

BE IT FURTHER RESOLVED that the City of Le Mars is committed to fund twenty percent (20%) of the total project costs. The City further agrees to adequately maintain the completed project for its intended public use for a minimum of twenty (20) years following project completion.

PASSED AND APPROVED this 3rd day of February 2026.

ATTEST:

\_\_\_\_\_  
Rob Bixenman, Mayor

\_\_\_\_\_  
Jan Feller, City Clerk

CLERK'S CERTIFICATE

STATE OF IOWA            )  
  \*ss:  
PLYMOUTH COUNTY        )

I, Jan Feller, City Clerk of the City of Le Mars, Iowa, hereby certify that the foregoing resolution was approved by a duly constituted quorum of the City Council of the City of Le Mars, Iowa, meeting in regular session on the 3rd of February 2026.

\_\_\_\_\_  
Jan Feller, City Clerk

SEAL

**PROPOSAL FOR  
SIOUXLAND REGIONAL TRANSPORTATION PLANNING ASSOCIATION  
FY 2030 SURFACE TRANSPORTATION BLOCK GRANT PROGRAM**

**CHECKLIST:** The following items must be provided for all Surface Transportation Block Grants.

- This project will utilize SWAP dollars
- Surface Transportation Block Grant Proposal
- Surface Transportation Block Grant Location Map(s)
- Resolution from Governmental Entity
  - Commitment of funds
  - Statement on project maintenance

Applicant Agency: City of Le Mars

Sponsor (required): City of Le Mars

Contact (name & title): Jason Vacura, City Administrator

Complete Mailing Address: 40 Central Avenue SE

City: Le Mars

State: IA

Zip: 51031

Phone: 712-548-4965

Fax: 712-548-4976

Email: [jvacura@lemarsiowa.com](mailto:jvacura@lemarsiowa.com)

Additional Agencies if Multi-Jurisdictional:

Project Title: 12th Street SE Reconstruction - 4th Avenue to 7th Avenue

Project Description:

Remove the existing 31-wide 6" and 7" PCC and replace with 7" PCC.

Land Acquisition: 0 acres

Is this project currently in the Long Range Transportation Plan?  Yes  No

1. Provide a brief description of the project area. Include a map with the area proposed to be improved showing any existing and future structures.

The adjacent area is residential. 12th Street SE is an extension of County Highway C30, a Farm to Market route, and County Highway K49 from the south intersects 12th Street SE at the east end of this project which is also a Farm to Market route. This arterial street carries both City and County traffic.

2. Project Budget:

Item	Cost
Estimated Construction Cost	\$ 1,042,620
Local Share	\$ 208,524
Surface Transportation Fund Request	\$ 834,096
Local % of Project	20
Federal % of Project	80

***\*Note that only 80% of construction costs are eligible for funding***

3. Describe to what extent other components of the project have been completed or implemented and the funding to date for those components.

This is the last portion of 12th Street that needs to be rehabbed in some way.

- a. 12th Street SW from 6th Avenue to 12th Avenue - FY2007
- b. 12th Street SE from Central Avenue to 2nd Avenue - FY2014
- c. 12th Street SW from Central Avenue to 6th Avenue - FY2022
- d. 12th Street SE from 2nd Avenue to 4th Avenue - Construction in spring of 2026

4. List state, regional, or local plans or processes which have recognized this project as a priority.  
Le Mars 5-Year Capital Improvement Plan

5. Describe economic and environmental impacts of the project, listing benefits and drawbacks to the region.

12th Street SE has been an extension of County Highway for over 130 years and commerce from the rural sector have used said road the entire time. As Le Mars continues to grow to the south and east, this portion of roadway will see increased traffic volume.

6. Work plan and schedule for project completion including a current project status.

Engineering in FY2028  
Project Letting in fall of FY2029  
Construction in FY2030

7a. Is there a need to coordinate with another planning region in the programming and/or implementation of this project?

Yes                       No

7b. If yes, list other counties involved:

7c. If yes, please describe the interaction needed and steps taken in that direction.

NA

8. What are the most recent Average Annual Daily Traffic and the projected Average Annual Daily Traffic? (If applicable)

2019	AAADT	2035	AAADT
5100	AAADT 6% Trucks 306	5610	AAADT 6 % Trucks 337

9. What is the Federal Functional Classification for the road? (If applicable)

Minor Arterial - 12th Street SE within Project  
Collector - 12th Street SW west of Project

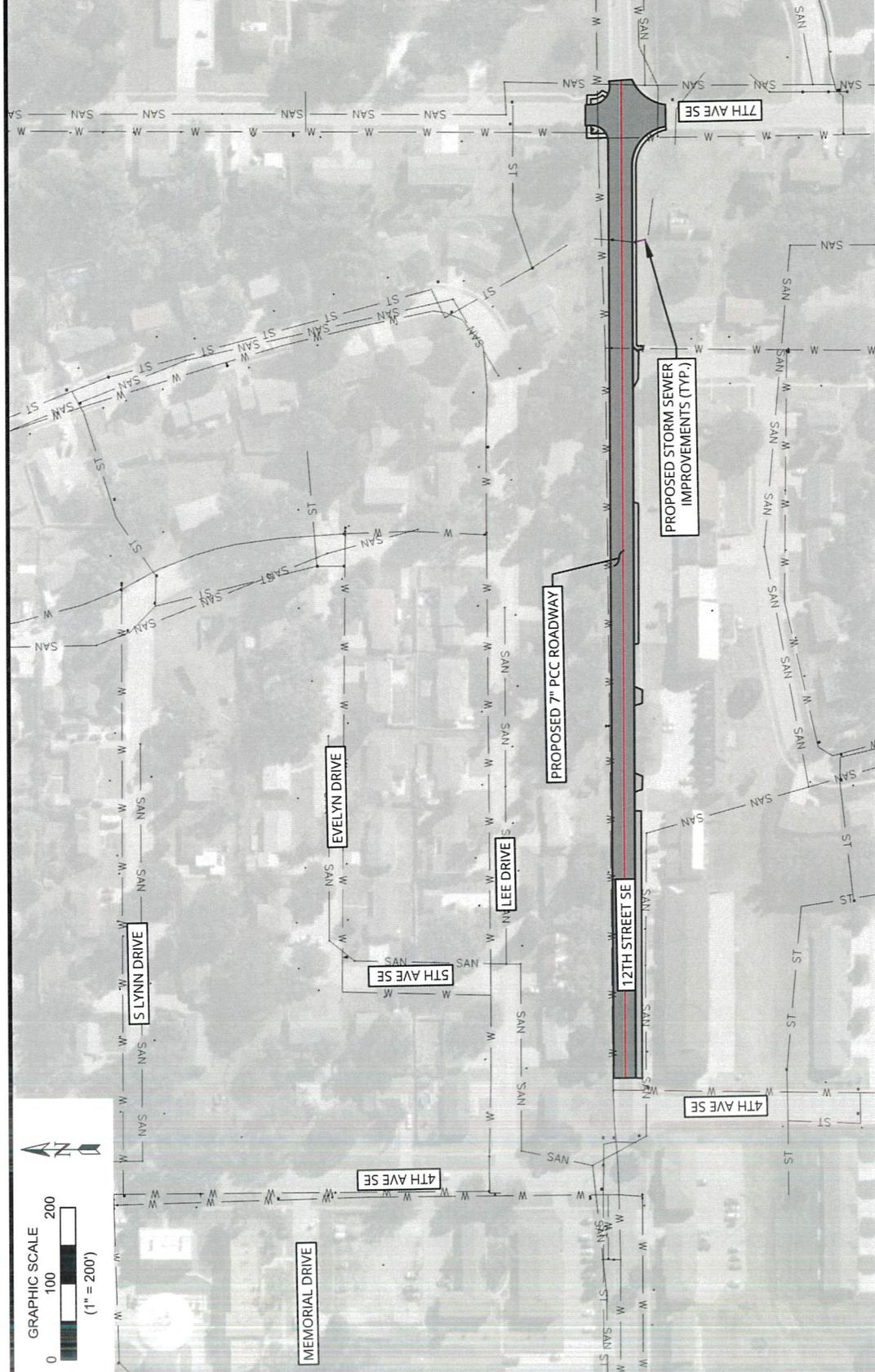


City of Le Mars  
 12th St. SE Street Reconstruction  
 Preliminary Map



Beck Engineering, Inc.  
 Cherokee, Iowa  
 Orange City, Iowa  
 Sheldon, Iowa  
 Spirit Lake, Iowa

Client:  
 City of Le Mars  
 40 Central Ave SE  
 Le Mars, IA 51031





**Project: City of Le Mars 12th Street Reconstruction**  
**BEI Project No.: NA**  
**Owner: City of Le Mars**  
**Engineer: Beck Engineering, Inc.**  
**Date: January 27, 2026**

Item No.	Item	Unit	Quantity	Engineer's Estimate	
				Price/Unit	Total Price
1	Clearing and Grubbing	LS	1	\$3,500.00	\$3,500.00
2	Topsoil, On-Site	CY	400	\$18.00	\$7,200.00
3	Excavation, Class 10	CY	1,900	\$12.00	\$22,800.00
4	Excavation, Class 10, Borrow	CY	650	\$20.00	\$13,000.00
5	Subgrade Preparation	SY	5,650	\$4.00	\$22,600.00
6	Subbase, Modified, 2"	SY	1,000	\$9.00	\$9,000.00
7	Subbase, Modified, 6"	SY	5,650	\$12.00	\$67,800.00
8	Storm Sewer Trenched, RCP	LF	48	\$200.00	\$9,600.00
9	Removal of Storm Sewer, RCP	LF	40	\$40.00	\$1,600.00
10	Pipe Apron, RCP	EA	1	\$3,400.00	\$3,400.00
11	Subdrain, Perforated Single-Wall HDPE, 6"	LF	1,550	\$17.50	\$27,125.00
12	Subdrain Outlets and Connections	EA	8	\$320.00	\$2,560.00
13	Valve Box Extension	EA	8	\$600.00	\$4,800.00
14	Storm Sewer Intake	EA	1	\$8,600.00	\$8,600.00
15	Manhole Adjustment	EA	3	\$1,600.00	\$4,800.00
16	Intake Adjustment	EA	3	\$2,400.00	\$7,200.00
17	Pavement, PCC, 7"	SY	5,100	\$64.00	\$326,400.00
18	Pavement, PCC, 5"	SY	225	\$66.00	\$14,850.00
19	Removal of Sidewalk	SY	250	\$12.00	\$3,000.00
20	Removal of Driveway	SY	525	\$12.00	\$6,300.00
21	Sidewalk, PCC	SY	250	\$59.00	\$14,750.00
22	Detectable Warning	SF	60	\$68.00	\$4,080.00
23	Driveway, Paved	SY	525	\$72.00	\$37,800.00
24	Pavement Removal	SY	5,325	\$9.00	\$47,925.00
25	Temporary Traffic Control	LS	1	\$7,500.00	\$7,500.00
26	Traffic Signs	EA	4	\$650.00	\$2,600.00
27	Remove and Reinstall Traffic Signs	EA	15	\$400.00	\$6,000.00
28	Conventional Seeding, Seeding, Fertilizing and Hydro-Mulching	AC	0.7	\$7,500.00	\$5,250.00
29	Storm Water Pollution Prevention Plan, Preparation	LS	1	\$1,400.00	\$1,400.00
30	Storm Water Pollution Prevention Plan, Management	LS	1	\$2,600.00	\$2,600.00
31	Temporary RECP	SY	250	\$8.00	\$2,000.00
32	Rip Rap	TON	15	\$120.00	\$1,800.00
33	Silt Fence	LF	1,200	\$4.00	\$4,800.00
34	Silt Fence, Removal of Sediment	LF	400	\$1.00	\$400.00
35	Silt Fence, Removal of Device	LF	1,200	\$2.00	\$2,400.00
36	Stabilized Construction Exit	SY	240	\$12.00	\$2,880.00
37	Inlet Protection Device	EA	5	\$250.00	\$1,250.00
38	Inlet Protection Device, Maintenance	EA	5	\$150.00	\$750.00
39	Chain Link Fence	LF	25	\$75.00	\$1,875.00
40	Removal of Fence	LF	25	\$25.00	\$625.00
41	Remove, Salvage, and Reinstall Solar Speed Limit Sign	EA	1	\$1,500.00	\$1,500.00
42	Mobilization	LS	1	\$73,500.00	\$73,500.00
43	Maintenance of Postal Service	LS	1	\$1,800.00	\$1,800.00
44	Maintenance of Solid Waste Collection	LS	1	\$1,800.00	\$1,800.00
45	Temporary Surfacing	SY	550	\$20.00	\$11,000.00
46	Concrete Washout	LS	1	\$1,200.00	\$1,200.00
47	Contingency (10%)	LS	1	\$81,000.00	\$81,000.00
48	Geotechnical Services and Testing	LS	1	\$4,500.00	\$4,500.00
49	Construction Inflation Factor (2030 Construction)	LS	1	\$151,500.00	\$151,500.00
50	Professional Design Services	LS	1	\$83,000.00	\$83,000.00
51	Construction Engineering and Administration	LS	1	\$62,500.00	\$62,500.00
				<b>Total=</b>	<b>\$1,188,120.00</b>