



NOTICE OF PUBLIC MEETING

The Adel City Council will meet in regular session at Adel City Hall, 301 S. 10th St., Adel, Iowa, Tuesday, February 13, 2018, at 6:00 PM

AGENDA

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated January 9, 2018
- b) Consider Approval of City Council Minutes Dated January 23, 2018
- c) Consider Approval of January Bills and January 31, 2018, Treasurer's Report
- d) Consider Approval of Class C Liquor License with Sunday Sales for Adel Family Fun Center
- e) Consider Approval of Class C Liquor License with Sunday Sales for Fiesta Mexican Restaurant
- f) Consider Approval of Class C Liquor License with Outdoor Service and Sunday Sales for Brickyard Burgers and Brews
- g) Consider Approval of Funds Spent on Flower Arrangement for Public Works Director Overton's Father's Visitation
- h) Consider Approval of Funds Spent on Flower Arrangement for City Attorney Reich's Visitation

DEPARTMENT HEAD REPORT

2/26 Strategic Planning and Goal Setting Session

NEW BUSINESS

- a) Discussion/Possible Action on Process of Hiring a New City Attorney
- b) Consider Approval to Begin Process for Annexation Request from Cramer & Associates Inc.
- c) Discussion/Possible Action of Proposal from Confluence Regarding Planning Services for Annexation to the East and Revising Future Land Use Plan
- d) Consider Approval of Personnel Committee's Recommendation of FY18-19 Wages (Police Union Agreement and Department Heads)
- e) Consider Approval to Start Process of Purchasing Street Department CIP Item – New Snow Plow
- f) Consider Approval to Set Public Hearing Date for FY18-19 Budget for March 13, 2018 at 6:00 p.m.
- g) Consider Approval to Set Public Hearing for Rezoning Request from Peak Development on Parcel ID 11-30-277-003 from R-3 to R-1 for March 13, 2018 at 6:00 p.m.
- h) Consider Approval of Contract with McClure Engineering Regarding Xenia Rural Water Temporary Water Purchase Agreement
- i) Consider Approval of Resolution No. 18-07, 28E Agreement with Xenia Rural Water Temporary Water Purchase Agreement
- j) Consider Approval of Resolution No. 18-08, Approving Construction Contract and Bond for Storm Water Utility Improvements – Phase 1
- k) Consider Approval of Resolution No. 18-09, 28E Agreement with Dallas County Regarding East Annexation Sewer Extension

- l) Consider Approval of Resolution No. 18-10, Approving Budget Transfers – FY16-17 Fire Department (Township Funds)
- m) Consider Approval of Amendment to Storm Water Utility Improvement Contract with McClure Engineering
- n) Consider Approval of AT&T Request to Amend Current Lease Agreement
- o) Consider Approval of Revised Vacation Carryover Policy
- p) Consider Approval to Set Public Hearing for Rezoning Request from Kendra Kasischke on Parcel ID 11-34-100-018 from C-3 to R-1 for March 13, 2018 at 6:00 p.m.
- q) Consider Approval of Mayoral Board, Committee and Commission Appointments
 - a. Economic Development Commission – Holly Birkey, Benjamin McClurg, and Daniel Miller – three applications for one opening, ending July 1, 2018
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one woman)
 - b. Parks and Recreation Board – Julianna Cullen, Heith Hockenberry, and Daniel Miller – three eligible applications for one opening, term ending July 1, 2019
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one man or one woman)
- r) Consider Approval Resolution No. 18-11, Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of Taxable Sewer Revenue Capital Loan and Providing for a Method of Payment of the Notes
- s) Consider Approval of Resolution No. 18-12, Authorizing the Redemption of Outstanding Taxable Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2017A, dated June 28, 2017
- t) Consider Approval of Resolution No. 18-13, Authorizing the Redemption of Outstanding Sewer Revenue Capital Loan Notes, Series 2013, dated June 25, 2013

OTHER BUSINESS

2/9/2018 1:33:28 PM



NOTICE OF PUBLIC MEETING

The Adel City Council will meet in regular session at Adel City Hall, 301 S. 10th St., Adel, Iowa, Tuesday, February 13, 2018, at **6:00 PM**

AGENDA

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated January 9, 2018
- b) Consider Approval of City Council Minutes Dated January 23, 2018
- c) Consider Approval of January Bills and January 31, 2018, Treasurer's Report
- d) Consider Approval of Class C Liquor License with Sunday Sales for Adel Family Fun Center
- e) Consider Approval of Class C Liquor License with Sunday Sales for Fiesta Mexican Restaurant
- f) Consider Approval of Class C Liquor License with Outdoor Service and Sunday Sales for Brickyard Burgers and Brews
- g) Consider Approval of Funds Spent on Flower Arrangement for Public Works Director Overton's Father's Visitation
- h) Consider Approval of Funds Spent on Flower Arrangement for City Attorney Reich's Visitation

DEPARTMENT HEAD REPORT

2/26 Strategic Planning and Goal Setting Session

A second council meeting will be held on Monday, February 26 in the Adel Public Library Community Room. The main purpose of the meeting will be to conduct the council's 2018-2019 Goal Setting Session. As of Friday, all elected officials and all but two department heads participated in the pre-session questionnaire.

NEW BUSINESS

- a) Discussion/Possible Action on Process of Hiring a New City Attorney

Since City Attorney John Reich passed away recently, Mayor Peters has asked Attorney Dan Manning, Sr. to consider acting as City Attorney until a permanent replacement has been found. Ahlers & Cooney will also be available as needed.

City staff has reached out to several metro communities to compile the prospect list included in the council packet. The packet also includes a Request For Proposals (RFQ) example that the City of Winsor Heights used in the past. Several communities recommended using the RFQ. One option would be to appoint a subcommittee (e.g., mayor, one or two council members, and City staff) to review and update the RFQ before solicitation.

b) Consider Approval to Begin Process for Annexation Request from Cramer & Associates Inc.

The City has received a 100% voluntary annexation request from Cramer & Associates, Inc. for approximately 309 acres just south of 302nd Place and in between HWY 169 and Old Portland Road. This request, which has been reviewed and updated to reflect comments from the Dallas County Auditor's Office, is from one property owner and would not create any islands. The request was reviewed by City Attorney John Reich earlier this year. This process would involve a consultation meeting this month with the County and relevant township, setting a public hearing in March for April, and holding that public hearing in April. City staff is recommending approval to begin the process for considering this request.

c) Discussion/Possible Action of Proposal from Confluence Regarding Planning Services for Annexation to the East and Revising Future Land Use Plan

Late last year, City staff reached out to Confluence for guidance on several pressing issues: annexation east of the river, updating the Future Land Use Plan, and reviewing our zoning in this area. Confluence prepared the proposal included in the council packet, which would develop an annexation plan (with policies to match), update the Future Land Use Plan (which they last did in 2015), and work toward rezoning targeted areas based on those plans. Since Confluence assisted the City on the Future Land Use Plan in 2015, City staff viewed them as a natural fit with specialized knowledge of the City's overall situation (i.e., other proposals were not solicited).

The cost for these services would be paid for from a combination of FY17-18 Zoning and Finance budgets. The City's Economic Development Commission discussed the proposal in December. City staff is supportive of the proposal. Some of these items may be discussed at this month's Goal Setting Session, though this agreement would provide more dedicated time. In addition, while some of these items may be addressed in the future (e.g., updating the 2009 Comprehensive Plan; as a part of a planning effort with the County and other cities), this proposal could occur much sooner.

d) Consider Approval of Personnel Committee's Recommendation of FY18-19 Wages (Police Union Agreement and Department Heads)

The City's Personnel Committee met the past two weeks to consider salaries for the FY18-19 Budget. The packet includes the committee's recommendations for police union wages and department head market adjustments. Both proposals, which make progress for many City positions, fit within the proposed FY18-19 Budget. City staff is recommending approval.

e) Consider Approval to Start Process of Purchasing Street Department CIP Item – New Snow Plow

While the proposed FY18-19 will be formally considered for approval next month, Public Works Director Kip Overton has requested the go-ahead to begin the process for the new snow plow. The sooner this process is started, the sooner the new plow will arrive (i.e., early next year). City staff is recommending approval based on the proposed FY18-19 Budget.

- f) Consider Approval to Set Public Hearing Date for FY18-19 Budget for March 13, 2018 at 6:00 p.m.

This item sets a public hearing on March 13 for the proposed FY18-19 Budget. The council packet includes two tax levy certification options as requested by Budget Chair Shirley McAdon. Option 1 shows the total levy rate near the FY17-18 rate. Option 2 shows a higher rate. The difference is in the employee benefit levies, as Option 1 uses LOST to pay for the new Aquatics/Recreation Supervisor's benefits, while Option 2 does not. City staff notes that, in both instances, the full family plan has been budgeted, though Option 2 raises the levy while Option 1 does not. City staff is recommending approval of setting the hearing. If Option 2 is chosen, it could be lowered to Option 1 after the hearing.

- g) Consider Approval to Set Public Hearing for Rezoning Request from Peak Development on Parcel ID 11-30-277-003 from R-3 to R-1 for March 13, 2018 at 6:00 p.m.

Last summer and last month, the City's Planning & Zoning Commission recommended retaining this parcel's current zoning, which is near the ADM Elementary School. City staff is recommending to follow the process and set a public hearing for March 13 to receive public comments. As noted in the P&Z minutes, once the hearing has been held, a ¾ vote would be required from the council to override P&Z's recommendation against rezoning.

- h) Consider Approval of Contract with McClure Engineering Regarding Xenia Rural Water Temporary Water Purchase Agreement

This contract with McClure Engineering would provide services for work on a temporary water purchase agreement with Xenia Rural Water. City staff is recommending approval.

- i) Consider Approval of Resolution No. 18-07, 28E Agreement with Xenia Rural Water Temporary Water Purchase Agreement

This resolution would approve a 28E Agreement with Xenia Rural Water for a temporary water purchase agreement. McClure Engineering has reviewed this agreement, and City Attorney John Reich reviewed it earlier this year. City staff is recommending approval.

- j) Consider Approval of Resolution No. 18-08, Approving Construction Contract and Bond for Storm Water Utility Improvements – Phase 1

This resolution, which was prepared by Ahlers & Cooney, would approve the construction contracts and bonds for the upcoming Storm Water utility improvement projects. McClure Engineering worked with Ahlers on these documents, and both are in agreement. City staff is recommending approval.

- k) Consider Approval of Resolution No. 18-09, 28E Agreement with Dallas County Regarding East Annexation Sewer Extension

This resolution would approve a 28E Agreement with Dallas County for the City's upcoming East Annex Sewer Extension Project. Adel City Council member Bob Ockerman and City staff worked with McClure Engineering and Ahlers & Cooney to negotiate this agreement with the County. City Attorney John Reich reviewed this agreement earlier this year. The agreement represents the terms agreed to in principal last year. City staff is recommending approval.

- l) Consider Approval of Resolution No. 18-10, Approving Budget Transfers – FY16-17 Fire Department (Township Funds)

This resolution would transfer the remaining township funds from the FY16-17 Budget to the Fire Department's reserve account. City staff is recommending approval.

- m) Consider Approval of Amendment to Storm Water Utility Improvement Contract with McClure Engineering

Since the upcoming Storm Water utility improvement project bids came in lower than expected, the USDA-RD has additional funds available for another project if desired. This contract amendment would provide for a fourth project as identified by McClure Engineering's Plan of Action Report. City staff is recommending approval.

- n) Consider Approval of AT&T Request to Amend Current Lease Agreement

A lease consultant with Md7 has contacted the City regarding AT&T's lease agreement on the City's north water tower. AT&T has leased space on the water tower since October 2000. The lease consultant stated that AT&T is reevaluating its entire network design and is moving to small cells. According to the consultant, the City's lease terms are more expensive than the surrounding market.

The lease consultant would like the City to reconsider its lease agreement by lowering its monthly payments by \$500, lowering the five-year escalator by 5%, and extending the lease through October 18, 2045.

The City was contacted by AT&T in the fall of 2015 to amend its lease agreement. At that time, AT&T had proposed a 5% lower escalator and a term that would extend to October 2030. The council considered the proposal several times and unanimously rejected it.

McClure Engineering has reviewed the lease amendment and has conferred with other metro communities. City Attorney John Reich reviewed this proposal earlier this year. McClure and City staff are recommending that the council reject this offer.

- o) Consider Approval of Revised Vacation Carryover Policy

The revised language in the council packet clarifies the City's vacation carryover policy, as there has been confusion recently. The City's Personnel Committee reviewed the updates last month. City staff is recommending approval.

- p) Consider Approval to Set Public Hearing for Rezoning Request from Kendra Kasischke on Parcel ID 11-34-100-018 from C-3 to R-1 for March 13, 2018 at 6:00 p.m.

The City's Planning & Zoning Commission is recommending rezoning of this parcel, which is near the entrance to Country Lane Lodge on Prospect Avenue. City staff is recommending to set a public hearing for March 13.

- q) Consider Approval of Mayoral Board, Committee and Commission Appointments
 - a. Economic Development Commission – Holly Birkey, Benjamin McClurg, and Daniel Miller – three applications for one opening, ending July 1, 2018
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one woman)
 - b. Parks and Recreation Board – Julianna Cullen, Heith Hockenberry, and Daniel Miller – three eligible applications for one opening, term ending July 1, 2019
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one man or one woman)

- r) Consider Approval Resolution No. 18-11, Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of Taxable Sewer Revenue Capital Loan and Providing for a Method of Payment of the Notes

Resolution Nos. 18-11 and 18-12 (item “s”) are a part of the USDA-RD loan process for the 2017 Brick Streets Project. The resolutions, which were prepared by Ahlers & Cooney in consultation with PFM, close out the interim financing with Raccoon Valley Bank and formally take out the loan through the USDA. City staff is recommending approval.

- s) Consider Approval of Resolution No. 18-12, Authorizing the Redemption of Outstanding Taxable Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2017A, dated June 28, 2017

- t) Consider Approval of Resolution No. 18-13, Authorizing the Redemption of Outstanding Sewer Revenue Capital Loan Notes, Series 2013, dated June 25, 2013

This resolution, which was prepared by Ahlers & Cooney in consultation with PFM, closes out the 2013 Sewer Revenue Bond. The goal of paying off this bond early is to save interest and reduce our coverage ratio from 1.25 to 1.10 (i.e., this bond requires that for every \$1.00 in outstanding debt, we need \$1.25 cash on hand; with only the USDA loan going forward, the coverage ratio will go down to \$1.10). PFM has been planning for this redemption in our financial models (see page two of the cashflow in the council packet). The remaining bond proceeds (\$197,544.03), remaining bond reserve (\$98,894.50) remaining sinking funds (\$17,793.11) and some Sewer funds (\$135,768.36) will be used. After conferring with Budget Chair Shirley McAdon and Mayor Peters, this early payoff still retains a healthy reserve balance for Sewer. City staff is recommending approval.

OTHER BUSINESS

Adel City Council
January 9, 2018 – Meeting Minutes

The Adel City Council met in regular session at Adel City Hall, 301 S. 10th St., Adel, Iowa, on Tuesday, January 9, 2018 at 6:00 p.m. Mayor Peters called the meeting to order and the following answered roll: Ockerman, Selby, McAdon, Haynes, and Christensen.

Staff Present: City Administrator Brown, City Clerk Steele, Finance Director Sandquist, Public Works Director Overton, Library Director James, and Police Chief Shepherd.

COMMENTS FROM THE PUBLIC

Dave Massey – Ankeny Sanitation

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated December 12, 2017
 - b) Consider Approval of December Bills and December 31, 2017, Treasurer's Report
 - c) Consider Approval of Anthony Brown as Policy Committee Representative to CIRTPA with Kip Overton as alternate; and Kip Overton as Technical Committee Representative to CIRTPA with Anthony Brown as alternate
 - d) Consider Approval of Resolution No. 18-01, A Resolution Designating the Dallas County News as an Official Newspaper for the City of Adel, Iowa
 - e) Consider Approval of Resolution No. 18-02, A Resolution Designating the Des Moines Register, Inc. as an Official Newspaper of the City of Adel, Iowa
- Motion by Haynes, seconded by Ockerman, to approve the consent agenda**
Roll: Ayes-Unanimous. Motion carried.

DEPARTMENT HEAD REPORT

1/23 Joint Budget Committee / Council Meeting

NEW BUSINESS

- a) Consider Approval By The Council About Overriding Mayor's Veto of Resolution 17-69
Motion by Haynes, seconded by McAdon, to approve overriding the Mayor's veto
Roll: Ayes-McAdon. Nays-Selby, Haynes, Christensen, Ockerman. Motion failed.
- b) Discussion / Possible Action of Purchase of Sewer Department CIP Item – 2017 Chevy Silverado from Shottenkirk Chevrolet with Knapheide Service Body from Truck Equipment, Inc.
Motion by Christensen, seconded by Haynes, to approve CIP Item of 2017 Chevy Silverado for \$20,527 and a service body for \$15,517
Roll: Ayes-Unanimous. Motion carried.
- c) Discussion / Possible Action of Purchase of New Tablets for Council Meetings
Motion by Haynes, seconded by Ockerman, to approve getting new, good quality iPads for City Council meetings
Roll: Ayes-Unanimous. Motion carried.
- d) Consider Approval of Resolution No. 18-03, A Resolution Naming Depositories for the City of Adel
Motion by McAdon, seconded by Ockerman, to approve Resolution No. 18-03
Roll: Ayes-Unanimous. Motion carried.

- e) Consider Approval of Resolution No. 18-04, A Resolution Approving Tax Abatement Applications for the New Construction Completed in 2017, in Adel, Iowa
Motion by Haynes, seconded by McAdon, to approve Resolution No. 18-04
Roll: Ayes-Selby, McAdon, Haynes, Christensen. Abstain-Ockerman, due to potential conflict of interest. Motion carried.

- f) Consider Approval of Mayoral Appointment of Council Representative to City's Economic Development Commission
Motion by Haynes, seconded by Christensen, to approve mayoral appointment of Bob Ockerman as council representative to the City's Economic Development Commission
Roll: Ayes-Selby, McAdon, Haynes, Christensen. Abstain-Ockerman, due to conflict of interest. Motion carried.

- g) Consider Approval of Mayoral Appointment of City Representative to Metro Advisory Council
Mayor Peters did not appoint a representative at this time. No action was taken.

- h) Consider Approval of Mayoral Appointment of City Representative to Greater Dallas County Development Alliance Executive Committee
Mayor Peters appointed City Administrator Anthony Brown as primary City representative to the committee with Jodi Selby as an alternate.

OTHER BUSINESS

1. Police Chief Shepherd gave annual report to council for review. He also updated council that the final candidate for the open police officer position is currently going through certification screening.
2. Council Member McAdon announced the South Dallas County Landfill Annual Meeting will be held on January 26, 2018 at 6:30 p.m. at the private room in Patrick's Restaurant.
3. Mayor Peters made a note he will not be able to attend the February 13, 2018 city council meeting so he has appointed Shirley McAdon as Mayor Pro Tem; she will be in charge of next month's meeting. Council Member Haynes also noted he will not be able to attend the February 13, 2018 meeting either.
4. Meeting adjourned 6:34 p.m.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

Adel City Council
January 23, 2018 – Meeting Minutes

The Adel City Council met in regular session at Adel City Hall, 301 S. 10th St., Adel, Iowa, on Tuesday, January 23, 2018 at 6:04 p.m. Mayor Peters called the meeting to order and the following answered roll: Ockerman, Christensen, McAdon, and Selby. Council Member Haynes was absent

Staff Present: City Administrator Brown, City Clerk Steele, Finance Director Sandquist, Parks and Recreation Director Schenck, Police Chief Shepherd Library Director James, Assistant Library Director Jayne and Water Superintendent Altenhofen.

NEW BUSINESS

****** Reminder: Council Member Haynes was absent from all votes ******

6. (f)(i) Consider Approval of Resolution No. 18-05, Small Communities Fund
Application for HWY 169 Project

Motion by Ockerman, seconded by McAdon, to approve Resolution No. 18-05

Roll: Ayes-Unanimous. Motion carried.

7. (a) Consider Approval of Resolution No. 18-06, Transportation Alternatives Program
Fund Application for Walking Trail Project

Motion by Christensen, seconded by Ockerman, to approve Resolution No. 18-06

Roll: Ayes-Unanimous. Motion carried.

- a) First Draft of FY18-19 Budget

1. Finance
2. Zoning
3. Fire
4. Police
5. Library
6. Parks & Recreation
 - a. Parks
 - b. Island Park
 - c. Cemetery
 - d. Pool
 - e. Recreation
 - f. LOST
7. RUT
8. Water
9. Sewer
10. Storm Water

- b) FY18-19 Budget – Next Steps

Personnel Committee will meet to discuss wages. Police Department will have their union contract reviewed. City staff will bring the proposed budget and publication certificate to council at February 13, 2018 city council meeting and will set a public hearing on the proposed 2018/2019 budget.

OTHER BUSINESS

1. Meeting adjourned 9:15 p.m.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
'Titan Machinery) - Productivity Plus	1/26/18	cutting edge for backhoe/b	ROAD USE TAX	Road Use Tax	77.55
	1/31/18	work on backhoe lights	ROAD USE TAX	Road Use Tax	225.25
	1/26/18	cutting edge for backhoe/b	WATER UTILITY	Water	77.55
	1/31/18	work on backhoe lights	WATER UTILITY	Water	225.25
	1/26/18	cutting edge for backhoe/b	SEWER UTILITY FUND	Sewer	77.55
	1/31/18	work on backhoe lights	SEWER UTILITY FUND	Sewer	225.25
	1/26/18	cutting edge for backhoe/b	STORM WATER UTILIT	STORM WATER UTILITY	77.55
	1/31/18	work on backhoe lights	STORM WATER UTILIT	STORM WATER UTILITY	225.25
				TOTAL:	1,211.20
911 Custom	2/09/18	bullet proof vests-Delaney	GENERAL FUND	Police Department	1,580.00
				TOTAL:	1,580.00
Accu Jet Sewer & Drain Cleaning	1/26/18	clean,televise,rootcut-ann	SEWER UTILITY FUND	Sewer	2,898.35
				TOTAL:	2,898.35
Adel Auto Parts	2/07/18	OIL, WIPER BLADE	GENERAL FUND	Police Department	26.93
	2/07/18	LICENSE PLATE BRACKET	GENERAL FUND	Parks	10.73
	2/07/18	PTEX INDIAN SHELLAC	ROAD USE TAX	Road Use Tax	4.08
	2/07/18	OIL FILTERS, STARTER FLUID	ROAD USE TAX	Road Use Tax	105.27
	2/07/18	HEATER HOSE	WATER UTILITY	Water	10.20
	2/07/18	OIL FILTER	WATER UTILITY	Water	9.18
	2/07/18	DISPOS GLOVE	SEWER UTILITY FUND	Sewer	11.99
				TOTAL:	178.38
Adel Partners Chamber of Commerce	1/26/18	2018 membership dues	INDUSTRIAL PARK PR	Capital Projects	12,500.00
				TOTAL:	12,500.00
Adel TV & Appliance	1/31/18	furnance work @ museum	GENERAL FUND	Museum	109.95
	1/31/18	fix pop machine condenser	GENERAL FUND	Island Park	79.95
	1/31/18	work on heater @ sewer pla	SEWER UTILITY FUND	Sewer	329.95
	2/07/18	LIB SERVICE CALL REPAIR -T	GENERAL FUND	Library	122.93
	2/09/18	sandisk for flowmeter@swr	SEWER UTILITY FUND	Sewer	8.99
				TOTAL:	651.77
Agriland FS Inc	1/26/18	31 gal diesel for generato	GENERAL FUND	Police Department	86.00
	2/09/18	LP for sewer plant	SEWER UTILITY FUND	Sewer	533.63
				TOTAL:	619.63
Ahlers & Cooney, P.C.	2/09/18	USDA #2 - General	STORMWATER UTIL IM	CAPITAL PROJECTS	5,609.00
	2/09/18	USDA #2 - Contract	STORMWATER UTIL IM	CAPITAL PROJECTS	2,726.13
	2/09/18	USDA #2 strm wtr rev CLN	STORMWATER UTIL IM	CAPITAL PROJECTS	14,300.00
				TOTAL:	22,635.13
Alley Auto Sales	2/09/18	fixed flat tire on Car #6	GENERAL FUND	Police Department	20.00
				TOTAL:	20.00
American Family Life Assur Co	1/19/18	PY-AFLAC POST TAX DEDUCTIO	GENERAL FUND	NON-DEPARTMENTAL	17.03
	1/19/18	PY-AFLAC PRETAX	GENERAL FUND	NON-DEPARTMENTAL	127.72
	1/19/18	PY-AFLAC POST TAX DEDUCTIO	ROAD USE TAX	NON-DEPARTMENTAL	12.53
	1/19/18	PY-AFLAC PRETAX	ROAD USE TAX	NON-DEPARTMENTAL	36.07
	1/19/18	PY-AFLAC POST TAX DEDUCTIO	WATER UTILITY	NON-DEPARTMENTAL	14.25
	1/19/18	PY-AFLAC PRETAX	WATER UTILITY	NON-DEPARTMENTAL	22.06
	1/19/18	PY-AFLAC POST TAX DEDUCTIO	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.93
	1/19/18	PY-AFLAC PRETAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	21.10
	2/05/18	PY-AFLAC POST TAX DEDUCTIO	GENERAL FUND	NON-DEPARTMENTAL	17.03

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/05/18	PY-AFLAC PRETAX	GENERAL FUND	NON-DEPARTMENTAL	127.72
	2/05/18	PY-AFLAC POST TAX DEDUCTIO	ROAD USE TAX	NON-DEPARTMENTAL	12.49
	2/05/18	PY-AFLAC PRETAX	ROAD USE TAX	NON-DEPARTMENTAL	35.45
	2/05/18	PY-AFLAC POST TAX DEDUCTIO	WATER UTILITY	NON-DEPARTMENTAL	14.28
	2/05/18	PY-AFLAC PRETAX	WATER UTILITY	NON-DEPARTMENTAL	22.39
	2/05/18	PY-AFLAC POST TAX DEDUCTIO	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.94
	2/05/18	PY-AFLAC PRETAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	21.39
				TOTAL:	529.38
Ankeny Sanitation	2/09/18	Feb. 2018 GB srvcs	GARBAGE/RECYCLING	Garbage	18,006.25
	2/09/18	Feb. 2018 RC srvcs	GARBAGE/RECYCLING	Garbage	5,778.75
				TOTAL:	23,785.00
Anthony Brown	1/26/18	mileage-Grtr Dallas Co. Al	GENERAL FUND	Finance	11.66
	2/09/18	mileage reimb. for 2 meeti	GENERAL FUND	Finance	31.01
				TOTAL:	42.67
Aramark	1/31/18	Dec. 2017 uniforms and mat	GENERAL FUND	Parks	63.33
	1/31/18	Dec. 2017 uniforms and mat	ROAD USE TAX	Road Use Tax	114.26
	1/31/18	Dec. 2017 uniforms and mat	WATER UTILITY	Water	80.65
	1/31/18	Dec. 2017 uniforms and mat	SEWER UTILITY FUND	Sewer	75.14
				TOTAL:	333.38
Arnold Motor Supply	2/07/18	ACETYLENE, OCYGEN, FUSES	ROAD USE TAX	Road Use Tax	139.20
	2/07/18	28" GUIDE PLATES/BLADE GUI	ROAD USE TAX	Road Use Tax	127.65
	2/07/18	GAL WD-40	WATER UTILITY	Water	21.99
				TOTAL:	288.84
BSN Sports	1/26/18	(6) volleyballs	GENERAL FUND	Recreation	216.55
				TOTAL:	216.55
Baker & Taylor Inc.	2/07/18	LIB BOOKS	GENERAL FUND	Library	1,450.17
				TOTAL:	1,450.17
Baldon Hardware	2/07/18	LYSOL SPRAY, LEAF BAGS	GENERAL FUND	Police Department	15.98
	2/07/18	EXT CORD, NAILS	GENERAL FUND	Library	15.98
	2/07/18	SPREADERS, SHOVEL, LIQUID	GENERAL FUND	Parks	482.79
	2/07/18	CPVC, H2O HEATER, BATTERIE	ROAD USE TAX	Road Use Tax	931.43
	2/07/18	70 AMP BREAKER, CONCRETE,	WATER UTILITY	Water	239.51
	2/07/18	16X20X1 FILTERS	SEWER UTILITY FUND	Sewer	2.98
				TOTAL:	1,688.67
Base	2/07/18	HRA	ROAD USE TAX	Road Use Tax	10.68
	2/07/18	FLEX	ROAD USE TAX	Road Use Tax	3.00
	2/07/18	HRA	TRUST AND AGENCY	General Government	66.22
	2/07/18	FLEX	TRUST AND AGENCY	General Government	15.00
	2/07/18	HRA	WATER UTILITY	Water	16.02
	2/07/18	FLEX	WATER UTILITY	Water	5.70
	2/07/18	HRA	SEWER UTILITY FUND	Sewer	13.88
	2/07/18	FLEX	SEWER UTILITY FUND	Sewer	6.30
				TOTAL:	136.80
Bax Sales, Inc.	1/26/18	toilet papr,papr twls,swet	ROAD USE TAX	Road Use Tax	37.79
	1/26/18	toilet papr,papr twls,swet	SEWER UTILITY FUND	Sewer	37.79
	1/26/18	toilet papr,papr twls,swet	STORM WATER UTILIT	STORM WATER UTILITY	37.78
				TOTAL:	113.36

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Big Green Umbrella Media, Inc.	2/09/18	Jan.2018 newsltr - Adel Li	GENERAL FUND	Finance	212.67
	2/09/18	Jan.2018 newsltr - Adel Li	WATER UTILITY	Water	212.67
	2/09/18	Jan.2018 newsltr - Adel Li	SEWER UTILITY FUND	Sewer	212.66
				TOTAL:	638.00
Bound Tree Medical	1/26/18	hot/cold packs-adult/pedi	GENERAL FUND	Fire Department	189.93
				TOTAL:	189.93
CITY OF ADEL (FLEX SPENDING ACCOUNTS)	1/19/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	124.83
	1/19/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	20.80
	1/19/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	25.60
	1/19/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	1/19/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	42.71
	1/19/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	1/19/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.19
	1/19/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	2/05/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	124.83
	2/05/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	20.80
	2/05/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	24.50
	2/05/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	2/05/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	43.75
	2/05/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	2/05/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.25
	2/05/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
			TOTAL:	694.66	
Capital City Equipment Co	2/07/18	KUBOTA SNOW PLOW PARTS	GENERAL FUND	Parks	266.02
				TOTAL:	266.02
Capital Sanitary Supply	1/26/18	toilet paper, paper towels	GENERAL FUND	Police Department	174.52
				TOTAL:	174.52
Cargill Inc.	2/07/18	24.58 TON- BULK SALT	WATER UTILITY	Water	4,165.48
				TOTAL:	4,165.48
Carpenter Uniform Co.	1/26/18	uniform set-J.Delaney/S.Ch	GENERAL FUND	Police Department	3,144.40
	2/09/18	complt unifrm/leather-O'Ha	GENERAL FUND	Police Department	1,553.84
				TOTAL:	4,698.24
Century Link - Long Distance	1/31/18	Dec.2017 long distance ph	GENERAL FUND	Pool	1.11
	1/31/18	Dec.2017 long distance ph	WATER UTILITY	Water	1.11
	2/07/18	JAN 2018 LONG DISTANCE PHO	GENERAL FUND	Pool	1.15
	2/07/18	JAN 2018 LONG DISTANCE PHO	WATER UTILITY	Water	1.15
				TOTAL:	4.52
CenturyLink	1/31/18	telephone srvcs 12/28 - 1/	GENERAL FUND	Pool	55.30
	1/31/18	telephone srvcs 12/28 - 1/	WATER UTILITY	Water	55.71
	2/07/18	TELEPHONE SRVCS 1/28-2/27/	GENERAL FUND	Pool	55.37
	2/07/18	TELEPHONE SRVCS 1/28-2/27/	WATER UTILITY	Water	55.78
				TOTAL:	222.16
Christian Printers	1/31/18	folding/inserting bills-1/	WATER UTILITY	Water	142.50
	1/31/18	folding/inserting bills-1/	SEWER UTILITY FUND	Sewer	142.50
	2/07/18	FOLDING/INSERTING BILLS 2/	WATER UTILITY	Water	155.00
	2/07/18	FOLDING/INSERTING BILLS 2/	SEWER UTILITY FUND	Sewer	155.00
				TOTAL:	595.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Cintas Corporation	2/07/18	MEDICAL KIT SERVICE	ROAD USE TAX	Road Use Tax	16.77
	2/07/18	MEDICAL KIT SERVICE	SEWER UTILITY FUND	Sewer	16.77
	2/07/18	MEDICAL KIT SERVICE	STORM WATER UTILIT	STORM WATER UTILITY	16.78
				TOTAL:	50.32
Culligan	2/07/18	WATER FOR PARKS DEPT	GENERAL FUND	Parks	14.35
				TOTAL:	14.35
Dallas County Clerk of Court	2/07/18	REIMB DISMISSED FEES O'BRI	GENERAL FUND	Police Department	255.00
				TOTAL:	255.00
Dallas County News, Inc.	1/26/18	renewal for PD	GENERAL FUND	Police Department	46.00
				TOTAL:	46.00
Dallas County Recorder	2/07/18	EASEMENT W/MJB CO - WATER	WATER UTILITY	Water	74.00
				TOTAL:	74.00
Delta Dental Plan of Iowa	1/19/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	134.54
	1/19/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	24.74
	1/31/18	Feb. 2018 Dental Premium	ROAD USE TAX	Road Use Tax	132.92
	1/31/18	Feb. 2018 Dental Premium	TRUST AND AGENCY	General Government	1,310.16
	1/19/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	27.78
	1/31/18	Feb. 2018 Dental Premium	WATER UTILITY	Water	246.84
	1/19/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	35.57
	1/31/18	Feb. 2018 Dental Premium	SEWER UTILITY FUND	Sewer	208.87
	1/19/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	3.63
	2/05/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	147.57
	2/05/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	23.45
	2/05/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	28.26
	2/05/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	36.05
	2/05/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	3.80
			TOTAL:	2,364.18	
Demco	2/07/18	LIB SUPPLIES	GENERAL FUND	Library	101.18
				TOTAL:	101.18
Des Moines Stamp Mfg Co	2/07/18	LIB STAMP	GENERAL FUND	Library	56.00
				TOTAL:	56.00
Fareway Stores #124	2/07/18	BOTTLED WATER BUDGET/CC MT	GENERAL FUND	Finance	2.99
				TOTAL:	2.99
Ferguson Waterworks #2516	1/31/18	e-code registers	WATER UTILITY	Water	3,645.86
	1/26/18	meter couplings	WATER UTILITY	Water	568.81
	1/31/18	e-code registers	SEWER UTILITY FUND	Sewer	2,117.00
				TOTAL:	6,331.67
Follett School Solutions, Inc	2/07/18	LIB BOOK LABELS	GENERAL FUND	Library	375.71
				TOTAL:	375.71
Freedom Fire & Safety LLC	1/31/18	annual fire exting inspect	GENERAL FUND	Police Department	107.00
	1/31/18	annual fire exting inspect	GENERAL FUND	Fire Department	31.80
	1/31/18	annual fire exting inspect	GENERAL FUND	Library	47.80
	1/31/18	annual fire exting inspect	GENERAL FUND	Parks	23.40
	1/31/18	annual fire exting inspect	GENERAL FUND	Pool	23.40
	1/31/18	annual fire exting inspect	GENERAL FUND	Finance	84.60

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/31/18	annual fire exting inspect	ROAD USE TAX	Road Use Tax	251.60
	1/31/18	annual fire exting inspect	WATER UTILITY	Water	59.00
	1/31/18	annual fire exting inspect	SEWER UTILITY FUND	Sewer	39.40
				TOTAL:	668.00
Fuller Petroleum Service	2/07/18	JAN 2018 PURCHASES	GENERAL FUND	Fire Department	29.82
	2/07/18	JAN 2018 PURCHASES	ROAD USE TAX	Road Use Tax	212.77
				TOTAL:	242.59
Gatehouse Media Iowa Holdings	1/31/18	Dec.12 CC mins,bills,trea	GENERAL FUND	Finance	318.53
	1/31/18	PH-subdiv - Peak Developmnt	GENERAL FUND	Zoning/Compliance/Perm	14.85
	1/31/18	bid ad for 2006 crown vic	GENERAL FUND	Zoning/Compliance/Perm	72.00
	1/31/18	PH final assess on brick s	ADEL BRICK STREETS	CAPITAL PROJECTS	216.54
	1/31/18	storm water imprvmnts noti	STORMWATER UTIL IM	CAPITAL PROJECTS	42.63
	1/31/18	PH \$1.025mil Water SRF loa	WATER UTIL IMPROV	CAPITAL PROJECTS	33.53
	1/31/18	PH \$580k Sewer SRF loan	EAST ANNEX SAN UTI	CAPITAL PROJECTS	33.05
	1/31/18	bid ad for 2008 Ford F250	SEWER UTILITY FUND	Sewer	72.00
	2/09/18	PD job ad - 4 times	GENERAL FUND	Police Department	84.00
	2/09/18	farmland rental ad	GENERAL FUND	Parks	142.75
	2/09/18	Jan.9 CC mins/bills/treas	GENERAL FUND	Finance	178.67
	2/09/18	P&Z agenda	GENERAL FUND	Zoning/Compliance/Perm	16.29
				TOTAL:	1,224.84
Hawkeye Truck Equipment	1/31/18	bearing for sander	ROAD USE TAX	Road Use Tax	24.00
				TOTAL:	24.00
Hotsy Cleaning Systems Inc.	1/31/18	34 gal car wash soap	ROAD USE TAX	Road Use Tax	289.00
				TOTAL:	289.00
IMFOA	2/07/18	STEELE & SANDQUIST '18 DUE	GENERAL FUND	Finance	25.00
	2/07/18	STEELE & SANDQUIST '18 DUE	ROAD USE TAX	Road Use Tax	25.00
	2/07/18	STEELE & SANDQUIST '18 DUE	WATER UTILITY	Water	25.00
	2/07/18	STEELE & SANDQUIST '18 DUE	SEWER UTILITY FUND	Sewer	25.00
				TOTAL:	100.00
IOWA RETIREMENT INVESTORS' CLUB (RIC)	2/05/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	2/05/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	2/05/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	130.00
	2/05/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	89.00
	2/05/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	81.00
				TOTAL:	500.00
IPERS	1/19/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	801.73
	1/19/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,214.82
	1/19/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	421.45
	1/19/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	632.50
	1/19/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,203.24
	1/19/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	1,822.21
	1/19/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	437.41
	1/19/18	PY-IPERS REG	WATER UTILITY	Water	656.45
	1/19/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	456.92
	1/19/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	685.81
	1/19/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	37.76
	1/19/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	56.68
	2/05/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	836.27
	2/05/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,215.54

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/05/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	402.62
	2/05/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	604.25
	2/05/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,255.10
	2/05/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	1,823.31
	2/05/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	448.37
	2/05/18	PY-IPERS REG	WATER UTILITY	Water	672.93
	2/05/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	470.84
	2/05/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	706.65
	2/05/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	40.23
	2/05/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	60.38
				TOTAL:	16,963.47
International Union of Operating Engin	1/19/18	PY-PW UNION DUES	ROAD USE TAX	NON-DEPARTMENTAL	16.22
	1/19/18	PY-PW UNION DUES	WATER UTILITY	NON-DEPARTMENTAL	14.11
	1/19/18	PY-PW UNION DUES	SEWER UTILITY FUND	NON-DEPARTMENTAL	1.67
	2/05/18	PY-PW UNION DUES	ROAD USE TAX	NON-DEPARTMENTAL	15.20
	2/05/18	PY-PW UNION DUES	WATER UTILITY	NON-DEPARTMENTAL	15.04
	2/05/18	PY-PW UNION DUES	SEWER UTILITY FUND	NON-DEPARTMENTAL	1.76
				TOTAL:	64.00
Iowa Codification Inc.	2/09/18	Oct.2017 supplmnt (Ord.No.	GENERAL FUND	Finance	280.00
				TOTAL:	280.00
Iowa Dept. of Transportation	2/09/18	blade & curbguard for plow	ROAD USE TAX	Road Use Tax	653.51
	2/09/18	spray undercoating for tru	ROAD USE TAX	Road Use Tax	121.08
				TOTAL:	774.59
Iowa Law Enforcement Academy	1/26/18	eval of MMPI --James O'Hall	GENERAL FUND	Police Department	150.00
				TOTAL:	150.00
Iowa One Call	1/31/18	Dec. 2017 services	WATER UTILITY	Water	49.05
	1/31/18	Dec. 2017 services	SEWER UTILITY FUND	Sewer	49.05
				TOTAL:	98.10
Jetco, Inc.	1/31/18	Eaton 9130 UPS power backu	WATER UTILITY	Water	2,432.04
				TOTAL:	2,432.04
John Sparling	2/07/18	HRA REIMB SRVC DATE 12-20-	TRUST AND AGENCY	General Government	60.00
				TOTAL:	60.00
Keystone Laboratories, Inc.	1/26/18	11-8-17 to 12-6-17 Pilot S	NEW WATER TREATMEN	CAPITAL PROJECTS	2,777.70
	1/26/18	Dec.2017 testing	WATER UTILITY	Water	62.50
	1/26/18	Dec.2017 testing	SEWER UTILITY FUND	Sewer	1,027.20
				TOTAL:	3,867.40
Lenhart Plumbing Inc.	1/26/18	wrk on sewer line @ maint.	ROAD USE TAX	Road Use Tax	103.22
	1/26/18	wrk on sewer line @ maint.	SEWER UTILITY FUND	Sewer	103.21
	1/26/18	wrk on sewer line @ maint.	STORM WATER UTILIT	STORM WATER UTILITY	103.21
				TOTAL:	309.64
Linda Johnson	2/09/18	Public Safety	GENERAL FUND	Police Department	180.00
	2/09/18	City Hall	GENERAL FUND	Finance	216.00
				TOTAL:	396.00
Mainstay Systems Inc.	1/26/18	Dell R430 server-instl&set	GENERAL FUND	Police Department	7,486.00
	1/26/18	Speco 8 chnl netwk video r	GENERAL FUND	Police Department	511.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/26/18	Speco 8 chnl netwk video r	GENERAL FUND	Police Department	1,040.00
	1/26/18	Speco 8 chnl netwk video r	GENERAL FUND	Police Department	449.00
	1/26/18	replacemnt battery-laptop	GENERAL FUND	Police Department	38.00
	1/26/18	PD qtrtrly maint (Jan-Mar 2	GENERAL FUND	Police Department	1,473.00
				TOTAL:	10,997.00
Mary Mosiman, Auditor of State	1/31/18	FY 16-17 audit	GENERAL FUND	Finance	9,839.80
	1/31/18	FY 16-17 audit	ROAD USE TAX	Road Use Tax	1,639.97
	1/31/18	FY 16-17 audit	WATER UTILITY	Water	2,459.95
	1/31/18	FY 16-17 audit	SEWER UTILITY FUND	Sewer	2,459.95
				TOTAL:	16,399.67
McCalley Technical Services	2/07/18	LIB RENEWAL OF SUBSCRIPTIO	GENERAL FUND	Library	450.00
				TOTAL:	450.00
McClure Engineering Company	1/31/18	Adel Subdiv Review 10/29-1	GENERAL FUND	Zoning/Compliance/Perm	8,711.00
	1/26/18	Adel Well #6/Water Trtmnt	WATER UTIL IMPROV	CAPITAL PROJECTS	2,430.00
	1/26/18	Water Treatment Plant	NEW WATER TREATMEN	CAPITAL PROJECTS	62,395.00
	1/26/18	East Annex Sewer Ext	EAST ANNEX SAN UTI	CAPITAL PROJECTS	45,040.00
	2/07/18	S ANNEX UTIL EXT EVAL	GENERAL FUND	Finance	417.19
	2/07/18	S ANNEX UTIL EXT EVAL	GENERAL FUND	Zoning/Compliance/Perm	417.18
	2/09/18	Storm Water Imprvmnts-Phas	STORMWATER UTIL IM	CAPITAL PROJECTS	4,850.00
	2/07/18	WATER TREATMENT PLANT	NEW WATER TREATMEN	CAPITAL PROJECTS	52,350.00
	2/07/18	EAST ANNEX SEWER EXT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	33,335.00
	2/07/18	S ANNEX UTIL EXT EVAL	WATER UTILITY	Water	417.19
	2/07/18	S ANNEX UTIL EXT EVAL	SEWER UTILITY FUND	Sewer	417.19
	2/07/18	SUBDIV REVIEW STRM WTR UTI	STORM WATER UTILIT	STORM WATER UTILITY	3,145.00
				TOTAL:	213,924.75
Mediacom	2/07/18	INTERNET/PHONE SRVCS 2/8-3	GENERAL FUND	Police Department	129.80
	2/07/18	INTERNET/PHONE SRVCS 2/8-3	GENERAL FUND	Library	129.80
	2/07/18	INTERNET/PHONE SRVCS 2/8-3	GENERAL FUND	Finance	99.85
	2/07/18	INTERNET/PHONE SRVCS 2/8-3	GENERAL FUND	Internet	577.34
				TOTAL:	936.79
Menards	1/26/18	rope,caulk gun,vulkem	GENERAL FUND	Fire Department	66.45
	1/31/18	(6) tubes of vulkem	GENERAL FUND	Fire Department	95.94
	1/31/18	(8) 4x8 plywood	GENERAL FUND	Parks	214.96
	1/31/18	work bench & misc. tools	ROAD USE TAX	Road Use Tax	96.08
	1/31/18	parts for toilet @ shop	ROAD USE TAX	Road Use Tax	41.51
	1/31/18	work bench & misc. tools	WATER UTILITY	Water	96.08
	1/31/18	work bench & misc. tools	SEWER UTILITY FUND	Sewer	96.08
	1/31/18	work bench & misc. tools	STORM WATER UTILIT	STORM WATER UTILITY	96.08
	2/09/18	bolts for snow plow	ROAD USE TAX	Road Use Tax	49.74
	2/09/18	supplies for sewer plant	SEWER UTILITY FUND	Sewer	56.88
				TOTAL:	909.80
Methodist Occupational Health & Wellne	2/07/18	PRE-EMPLOY DRUG TEST O'HAL	GENERAL FUND	Police Department	52.00
				TOTAL:	52.00
Michelle Schlueter	2/07/18	PROGRAM PRIZES - LIB	GENERAL FUND	Library	60.53
				TOTAL:	60.53
MicroMarketing LLC	2/07/18	LIB BOOKS ON CD	GENERAL FUND	Library	252.20
	2/09/18	Book on CD	GENERAL FUND	Library	35.00
				TOTAL:	287.20

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MidAmerican Energy	1/31/18	Dec.2017 usage	GENERAL FUND	Police Department	775.70
	1/31/18	Dec.2017 usage	GENERAL FUND	Police Department	46.29
	1/31/18	Dec.2017 usage	GENERAL FUND	Fire Department	113.80
	1/31/18	Dec.2017 usage	GENERAL FUND	Street Lighting	3,696.56
	1/31/18	Dec.2017 usage	GENERAL FUND	Traffic	45.41
	1/31/18	Dec.2017 usage	GENERAL FUND	Library	1,600.97
	1/31/18	Dec.2017 usage	GENERAL FUND	Museum	227.66
	1/31/18	Dec.2017 usage	GENERAL FUND	Parks	358.54
	1/31/18	Dec.2017 usage	GENERAL FUND	Island Park	70.10
	1/31/18	Dec.2017 usage	GENERAL FUND	Pool	215.65
	1/31/18	Dec.2017 usage	GENERAL FUND	Finance	609.65
	1/31/18	Dec.2017 usage	GENERAL FUND	Finance	10.00
	1/31/18	Dec.2017 usage	ROAD USE TAX	Road Use Tax	1,019.79
	1/31/18	Dec.2017 usage	WATER UTILITY	Water	2,947.25
	1/31/18	Dec.2017 usage	SEWER UTILITY FUND	Sewer	2,439.99
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Police Department	1,179.96
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Police Department	46.88
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Fire Department	150.00
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Street Lighting	3,702.23
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Traffic	45.71
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Library	2,384.12
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Museum	371.93
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Parks	636.88
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Island Park	107.35
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Pool	244.03
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Finance	1,050.36
	2/09/18	12/18 to 1/22 services	GENERAL FUND	Finance	10.00
	2/09/18	12/18 to 1/22 services	ROAD USE TAX	Road Use Tax	1,810.52
	2/09/18	12/18 to 1/22 services	WATER UTILITY	Water	2,935.23
	2/09/18	12/18 to 1/22 services	SEWER UTILITY FUND	Sewer	3,073.54
				TOTAL:	31,926.10
Midland GIS Solutions, L.L.C.	2/09/18	updte GIS w/ new subdivisi	WATER UTILITY	Water	1,666.67
	2/09/18	updte GIS w/ new subdivisi	SEWER UTILITY FUND	Sewer	1,666.67
	2/09/18	updte GIS w/ new subdivisi	STORM WATER UTILIT	STORM WATER UTILITY	1,666.66
				TOTAL:	5,000.00
Midwest Automatic Fire Sprinkler Co.	1/31/18	2018 annual backflow test	GENERAL FUND	Finance	189.00
				TOTAL:	189.00
Moss Brothers Inc	1/26/18	hoses & fittings for snow	ROAD USE TAX	Road Use Tax	89.68
				TOTAL:	89.68
Nationwide Office Cleaners	2/07/18	LIB JANITORIEAL	GENERAL FUND	Library	652.96
				TOTAL:	652.96
Nationwide Retirement Solutions	1/19/18	EE deferred comp w/h	GENERAL FUND	NON-DEPARTMENTAL	90.00
	1/19/18	EE deferred comp w/h	ROAD USE TAX	NON-DEPARTMENTAL	100.69
	1/19/18	EE deferred comp w/h	WATER UTILITY	NON-DEPARTMENTAL	70.02
	1/19/18	EE deferred comp w/h	SEWER UTILITY FUND	NON-DEPARTMENTAL	64.29
				TOTAL:	325.00
O'Halloran International Inc.	2/07/18	REARVIEW MIRROR ASSEMBLY	ROAD USE TAX	Road Use Tax	356.89
				TOTAL:	356.89
PD Air Systems	2/09/18	new blowr-install @ swr pl	SEWER UTILITY FUND	Sewer	5,960.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	5,960.00
Paul's Pest Control	1/26/18	qrtly srvcs for PD	GENERAL FUND	Police Department	80.00
				TOTAL:	80.00
People's Bank	1/19/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,251.24
	1/19/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	279.03
	1/19/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	305.72
	1/19/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	315.71
	1/19/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	23.30
	2/05/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,278.94
	2/05/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	281.24
	2/05/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	330.50
	2/05/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	343.79
	2/05/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	25.53
				TOTAL:	4,435.00
Peoples Trust & Savings	1/19/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,117.38
	2/05/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	2,388.74
	1/19/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,521.65
	2/05/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	1,896.51
	1/19/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	589.74
	2/05/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	443.55
	1/19/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	685.30
	2/05/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	548.37
	1/19/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	415.31
	2/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	396.86
	1/19/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	97.12
	2/05/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	92.81
	1/19/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	415.32
	2/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	396.83
	1/19/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	97.12
	2/05/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	92.80
	1/19/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,521.66
	2/05/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	1,896.52
	1/19/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	589.73
	2/05/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	443.52
	1/19/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	789.41
	2/05/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	682.50
	1/19/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	429.87
	2/05/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	440.75
	1/19/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	100.53
	2/05/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	103.06
	1/19/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	429.87
	2/05/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	440.76
	1/19/18	PY-MC W/H & MATCH	WATER UTILITY	Water	100.53
	2/05/18	PY-MC W/H & MATCH	WATER UTILITY	Water	103.07
	1/19/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	790.38
	2/05/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	688.73
	1/19/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	447.03
	2/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	461.18
	1/19/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	104.55
	2/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	107.86
	1/19/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	447.02
	2/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	461.17
	1/19/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	104.56

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	107.89
	1/19/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	31.64
	2/05/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	27.66
	1/19/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	37.37
	2/05/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	39.84
	1/19/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	8.74
	2/05/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	9.32
	1/19/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	37.36
	2/05/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	39.86
	1/19/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	8.74
	2/05/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	9.32
				TOTAL:	27,237.41
Peoples Trust & Savings Bank	2/02/18	name plate	GENERAL FUND	Police Department	15.94
	2/02/18	EMT training-Andrew Bond	GENERAL FUND	Fire Department	110.00
	2/02/18	food,bowls,bedding - stray	GENERAL FUND	Animal Control	22.20
	2/02/18	books	GENERAL FUND	Library	419.75
	2/02/18	postage	GENERAL FUND	Library	157.61
	2/02/18	supplies	GENERAL FUND	Library	155.44
	2/02/18	IA library assoc dues-Paul	GENERAL FUND	Library	90.00
	2/02/18	IA library assoc dues-Trev	GENERAL FUND	Library	90.00
	2/02/18	IA Park & Rec Assoc traini	GENERAL FUND	Pool	265.00
	2/02/18	paper/stickers-Santa ltrs	GENERAL FUND	Recreation	33.89
	2/02/18	bags/t-shirts/donuts for r	GENERAL FUND	Recreation	1,913.43
	2/02/18	1st aid kits	GENERAL FUND	Recreation	73.98
	2/02/18	DSM Register subscription	GENERAL FUND	Finance	9.96
	2/02/18	Microsoft email acct srvcs	GENERAL FUND	Finance	117.60
	2/02/18	3 iPads for council	GENERAL FUND	Finance	437.37
	2/02/18	name plates-council/staff	GENERAL FUND	Finance	99.50
	2/02/18	2 iPads for council	GENERAL FUND	Finance	291.58
	2/02/18	phone case,belt clip holst	GENERAL FUND	Zoning/Compliance/Perm	193.15
	2/02/18	ICC member dues	GENERAL FUND	Zoning/Compliance/Perm	200.00
	2/02/18	IA Assoc Building Off trai	GENERAL FUND	Zoning/Compliance/Perm	260.00
	2/02/18	monthly planner/calendar	GENERAL FUND	Zoning/Compliance/Perm	38.44
	2/02/18	3 iPads for council	GENERAL FUND	Zoning/Compliance/Perm	437.37
	2/02/18	2 iPads for council	GENERAL FUND	Zoning/Compliance/Perm	291.58
	2/02/18	tee,nipple,adapter	ROAD USE TAX	Road Use Tax	14.94
	2/02/18	mailing-Final Assess Brick	ADEL BRICK STREETS	CAPITAL PROJECTS	3.22
	2/02/18	overnight stm wtr docs Ahle	STORMWATER UTIL IM	CAPITAL PROJECTS	23.75
	2/02/18	overnight wtr bond docs Ahl	WATER UTIL IMPROV	CAPITAL PROJECTS	11.88
	2/02/18	overnight swr bond docs Ahl	EAST ANNEX SAN UTI	CAPITAL PROJECTS	11.87
	2/02/18	3 iPads for council	WATER UTILITY	Water	437.37
	2/02/18	2 iPads for council	WATER UTILITY	Water	291.58
	2/02/18	3 iPads for council	SEWER UTILITY FUND	Sewer	437.37
	2/02/18	2 iPads for council	SEWER UTILITY FUND	Sewer	291.58
	2/02/18	3 iPads for council	STORM WATER UTILIT	STORM WATER UTILITY	437.37
	2/02/18	2 iPads for council	STORM WATER UTILIT	STORM WATER UTILITY	291.58
				TOTAL:	7,976.30
Postmaster -Adel Post Office	1/26/18	renewal Box 127 for PD	GENERAL FUND	Police Department	116.00
	1/25/18	Feb.2018 utility bills (18	WATER UTILITY	Water	417.93
	1/25/18	Feb.2018 utility bills (18	SEWER UTILITY FUND	Sewer	417.92
				TOTAL:	951.85
Public Financial Management, Inc.	2/09/18	Prof.fees Stm Wtr Rev CLN	STORMWATER UTIL IM	CAPITAL PROJECTS	10,000.00
				TOTAL:	10,000.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RD McKinney	1/31/18	repair H2O leak @ 1136 Mai	WATER UTILITY	Water	2,840.50
				TOTAL:	2,840.50
RICOH USA, Inc.	1/31/18	qtrly copies (Oct-Dec 2017	GENERAL FUND	Parks	57.86
	1/31/18	qtrly copies (Oct-Dec 2017	GENERAL FUND	Finance	57.86
	1/31/18	qtrly copies (Oct-Dec 2017	GENERAL FUND	Zoning/Compliance/Perm	57.85
	1/31/18	qtrly copies (Oct-Dec 2017	ROAD USE TAX	Road Use Tax	57.85
	1/31/18	qtrly copies (Oct-Dec 2017	WATER UTILITY	Water	57.85
	1/31/18	qtrly copies (Oct-Dec 2017	SEWER UTILITY FUND	Sewer	57.85
				TOTAL:	347.12
Raccoon Valley Bank	2/07/18	INTERIM FIN USDA #1 INT	SEWER UTILITY FUND	Sewer	3,158.30
	2/07/18	INTERIM FIN USDA #2 INT	STORM WATER UTILIT	STORM WATER UTILITY	256.72
				TOTAL:	3,415.02
Region XII Council of Governments	2/07/18	TA1722 USDA ENV ASSESSMENT	NEW WASTEWR TRTMN	CAPITAL PROJECTS	1,250.00
	2/07/18	TA1722 USDA ENV ASSESSMENT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	1,250.00
				TOTAL:	2,500.00
Ricoh USA, Inc.	1/31/18	PD copier 1/4-2/3,copies 1	GENERAL FUND	Police Department	202.74
	2/09/18	2/22 to 3/21 copier rent	GENERAL FUND	Recreation	23.08
	2/09/18	2/22 to 3/21 copier rent	GENERAL FUND	Finance	23.08
	2/09/18	2/22 to 3/21 copier rent	GENERAL FUND	Zoning/Compliance/Perm	23.07
	2/09/18	2/22 to 3/21 copier rent	ROAD USE TAX	Road Use Tax	23.08
	2/09/18	2/22 to 3/21 copier rent	WATER UTILITY	Water	23.08
	2/09/18	2/22 to 3/21 copier rent	SEWER UTILITY FUND	Sewer	23.08
				TOTAL:	341.21
River Valley Insurance, LLC	1/31/18	2018 Insurance Premium	GENERAL FUND	Police Department	5,559.14
	1/31/18	2018 Insurance Premium	GENERAL FUND	Fire Department	6,528.54
	1/31/18	2018 Insurance Premium	GENERAL FUND	Library	1,531.90
	1/31/18	2018 Insurance Premium	GENERAL FUND	Museum	1,388.29
	1/31/18	2018 Insurance Premium	GENERAL FUND	Parks	5,678.82
	1/31/18	2018 Insurance Premium	GENERAL FUND	Island Park	2,704.77
	1/31/18	2018 Insurance Premium	GENERAL FUND	Pool	4,769.25
	1/31/18	2018 Insurance Premium	GENERAL FUND	Recreation	448.80
	1/31/18	2018 Insurance Premium	GENERAL FUND	Finance	4,499.97
	1/31/18	2018 Insurance Premium	GENERAL FUND	Zoning/Compliance/Perm	634.30
	1/31/18	2018 Insurance Premium	ROAD USE TAX	Road Use Tax	6,145.57
	1/31/18	2018 Insurance Premium	TRUST AND AGENCY	General Government	26,031.20
	1/31/18	2018 Insurance Premium	WATER UTILITY	Water	17,545.95
	1/31/18	2018 Insurance Premium	SEWER UTILITY FUND	Sewer	8,912.50
				TOTAL:	92,379.00
Sam's Club	2/07/18	P.JAMES	GENERAL FUND	Library	55.00
	2/07/18	N.SCHENCK	GENERAL FUND	Pool	45.00
	2/07/18	N.SCHENCK	GENERAL FUND	Recreation	45.00
				TOTAL:	145.00
Sargent Drilling, Inc.	1/26/18	Well #3 rehabilitation	WATER UTILITY	Water	15,709.23
	1/26/18	Well #2 motor repair	WATER UTILITY	Water	5,533.18
				TOTAL:	21,242.41
Secretary of State	2/07/18	RENEW NOTARY STAMP JAMES,	GENERAL FUND	Library	30.00
				TOTAL:	30.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Shottenkirk Chevrolet	1/30/18	2017 Silverado & util box-	SEWER UTILITY FUND	Sewer	36,044.00
				TOTAL:	36,044.00
Simplex Grinnell	2/09/18	monitoring agreement	GENERAL FUND	Library	150.00
	2/07/18	LIB REPAIR PANEL MONITORIN	GENERAL FUND	Library	772.74
				TOTAL:	922.74
Sirchie	1/26/18	(200) evidence bags	GENERAL FUND	Police Department	85.39
				TOTAL:	85.39
Temporary Vendo	1/31/18	Bellin Banwart:,:babysitti	GENERAL FUND	Recreation	81.00
	1/31/18	Cade Stine-Smith:,:referee	GENERAL FUND	Recreation	260.00
	1/31/18	Campbell James:,:referee	GENERAL FUND	Recreation	20.00
	1/31/18	Claire Roozeboom:,:babysit	GENERAL FUND	Recreation	48.00
	1/31/18	Ellen Strittmatter:,:refer	GENERAL FUND	Recreation	40.00
	1/31/18	Emma Jacobsen:,:referee	GENERAL FUND	Recreation	40.00
	1/31/18	Ethan Juergens:,:referee	GENERAL FUND	Recreation	60.00
	1/18/18	02-07790-02	WATER UTILITY	Water	50.15
	1/31/18	Hannah Tigges:,:babysittin	GENERAL FUND	Recreation	66.00
	1/31/18	Jaxson Millsap:,:referee	GENERAL FUND	Recreation	60.00
	1/31/18	Josh Kublie:,:refund trap	GENERAL FUND	Animal Control	80.00
	1/31/18	Julia Case:,:referee	GENERAL FUND	Recreation	40.00
	1/31/18	Katie Cullen:,:referee	GENERAL FUND	Recreation	40.00
	1/31/18	Lucas Heitz:,:referee	GENERAL FUND	Recreation	60.00
	1/31/18	MPE Equipment Services:,:s	ROAD USE TAX	Road Use Tax	117.00
	1/31/18	Mitchell Helm:,:referee	GENERAL FUND	Recreation	60.00
	1/31/18	Nathan Conrad:,:referee	GENERAL FUND	Recreation	120.00
	1/31/18	Nick Bradshaw:,:referee	GENERAL FUND	Recreation	240.00
	1/31/18	Olivia Tollari:,:referee	GENERAL FUND	Recreation	40.00
	1/31/18	Rylan Heffernan:,:referee	GENERAL FUND	Recreation	380.00
	1/31/18	Tate Stine-Smith:,:referee	GENERAL FUND	Recreation	360.00
	1/31/18	Tiffany York:,:babysitting	GENERAL FUND	Recreation	129.00
	1/31/18	Trey Volz:,:referee	GENERAL FUND	Recreation	100.00
	1/26/18	WatchGuard Video,:,:car cam	GENERAL FUND	Police Department	31,960.00
	1/31/18	Zack Klocke:,:referee	GENERAL FUND	Recreation	220.00
				TOTAL:	34,671.15
South Dallas C. Landfill	2/07/18	11/2017-1/2018 PER CAPITA	GARBAGE/RECYCLING	Garbage	3,978.00
	2/07/18	APPLIANCE TAG RC	GARBAGE/RECYCLING	Garbage	180.00
	2/07/18	APPLIANCE TAG GB	GARBAGE/RECYCLING	Garbage	80.00
				TOTAL:	4,238.00
Staples Advantage	1/31/18	banker boxes,correction ta	GENERAL FUND	Police Department	40.26
	1/31/18	post-it notes,copy paper	GENERAL FUND	Library	40.81
	1/31/18	batteries,copy papr,4" bin	GENERAL FUND	Parks	46.49
	1/31/18	batteries,copy papr,4" bin	GENERAL FUND	Recreation	46.48
	1/31/18	batteries,copy papr,4" bin	GENERAL FUND	Finance	46.49
	1/31/18	batteries,copy papr,4" bin	GENERAL FUND	Zoning/Compliance/Perm	46.49
	1/31/18	batteries,copy papr,4" bin	WATER UTILITY	Water	46.48
	1/31/18	batteries,copy papr,4" bin	SEWER UTILITY FUND	Sewer	46.48
	2/09/18	pads, folders, self adhes	GENERAL FUND	Police Department	87.45
	2/09/18	expandable folders	GENERAL FUND	Parks	8.56
	2/09/18	expandable folders	GENERAL FUND	Recreation	8.55
	2/09/18	expandable folders	GENERAL FUND	Finance	8.56
	2/09/18	expandable folders	GENERAL FUND	Zoning/Compliance/Perm	8.55
	2/09/18	expandable folders	WATER UTILITY	Water	8.56

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/09/18	expandable folders	SEWER UTILITY FUND	Sewer	8.55
				TOTAL:	498.76
State Hygienic Laboratory	1/26/18	9640(B) test for R.O.	WATER UTILITY	Water	50.00
				TOTAL:	50.00
Stivers Ford Inc	1/26/18	thermost,oring,front beari	GENERAL FUND	Police Department	1,145.27
				TOTAL:	1,145.27
Storey Kenworthy | Matt Parrott	1/31/18	Laser Checks	GENERAL FUND	Police Department	64.56
	1/31/18	Laser Checks	GENERAL FUND	Fire Department	64.55
	1/31/18	Laser Checks	GENERAL FUND	Library	64.55
	1/31/18	Laser Checks	GENERAL FUND	Parks	64.55
	1/31/18	Laser Checks	GENERAL FUND	Recreation	64.56
	1/31/18	Laser Checks	GENERAL FUND	Finance	64.56
	1/31/18	W-2 and1099 forms - 2017	GENERAL FUND	Finance	175.92
	1/31/18	Laser Checks	GENERAL FUND	Zoning/Compliance/Perm	64.55
	1/31/18	Laser Checks	ROAD USE TAX	Road Use Tax	64.56
	1/31/18	Laser Checks	WATER UTILITY	Water	64.56
	1/31/18	Laser Checks	SEWER UTILITY FUND	Sewer	64.56
				TOTAL:	821.48
Sun Life Financial	1/31/18	Feb.2018 Life & Disability	TRUST AND AGENCY	General Government	992.50
	1/31/18	Feb.2018 Life & Disability	WATER UTILITY	Water	152.69
	1/31/18	Feb.2018 Life & Disability	SEWER UTILITY FUND	Sewer	127.24
				TOTAL:	1,272.43
Teamsters Local 238	1/19/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	87.24
	2/05/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	87.24
				TOTAL:	174.48
Terry Wright	2/07/18	HRA REIMBURSEMENT 1/4 & 1/	TRUST AND AGENCY	General Government	4.11
				TOTAL:	4.11
Treasurer State of Iowa - Sales Tax	1/22/18	DEC '17 SALES TAX	GENERAL FUND	Pool	69.00
	1/22/18	DEC '17 SALES TAX	WATER UTILITY	Water	3,724.00
	1/22/18	DEC '17 SALES TAX	SEWER UTILITY FUND	Sewer	296.00
				TOTAL:	4,089.00
Turnkey Construction, Inc.	1/26/18	block wall in FD bathroom	FIRE EQUIP UPGRADE	Non Departmental	950.00
				TOTAL:	950.00
USA Blue Book	1/26/18	YSI D.O. meter, DO-probe,s	SEWER UTILITY FUND	Sewer	1,516.13
				TOTAL:	1,516.13
Unity Point Clinic - Occupational Medi	1/31/18	MUCCA dues - 2018 CDL test	ROAD USE TAX	Road Use Tax	60.00
				TOTAL:	60.00
Verizon Wireless	1/31/18	cell srvcs 11/16 to 12/15	GENERAL FUND	Police Department	427.36
	1/31/18	cell srvcs 11/16 to 12/15	GENERAL FUND	Parks	61.93
	1/31/18	cell srvcs 11/16 to 12/15	GENERAL FUND	Recreation	40.01
	1/31/18	cell srvcs 11/16 to 12/15	GENERAL FUND	Finance	40.01
	1/31/18	cell srvcs 11/16 to 12/15	GENERAL FUND	Zoning/Compliance/Perm	650.42
	1/31/18	cell srvcs 11/16 to 12/15	ROAD USE TAX	Road Use Tax	127.26
	1/31/18	cell srvcs 11/16 to 12/15	WATER UTILITY	Water	122.67
	1/31/18	cell srvcs 11/16 to 12/15	SEWER UTILITY FUND	Sewer	80.94

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/31/18	cell srvc 11/16 to 12/15	STORM WATER UTILIT	STORM WATER UTILITY	32.33
	2/09/18	srvc 12/16 to 1/15	GENERAL FUND	Police Department	427.74
	2/09/18	srvc 12/16 to 1/15	GENERAL FUND	Parks	61.98
	2/09/18	srvc 12/16 to 1/15	GENERAL FUND	Recreation	40.03
	2/09/18	srvc 12/16 to 1/15	GENERAL FUND	Finance	40.03
	2/09/18	srvc 12/16 to 1/15	GENERAL FUND	Zoning/Compliance/Perm	61.98
	2/09/18	srvc 12/16 to 1/15	ROAD USE TAX	Road Use Tax	137.43
	2/09/18	srvc 12/16 to 1/15	WATER UTILITY	Water	112.76
	2/09/18	srvc 12/16 to 1/15	SEWER UTILITY FUND	Sewer	80.97
	2/09/18	srvc 12/16 to 1/15	STORM WATER UTILIT	STORM WATER UTILITY	32.33
				TOTAL:	2,578.18
Voya	1/19/18	PY-ING DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	75.00
				TOTAL:	75.00
WIGEN COMPANIES, INC.	2/07/18	WATER TREATMENT PLANT	NEW WATER TREATMEN	CAPITAL PROJECTS	5,000.00
				TOTAL:	5,000.00
Webspec Design	2/07/18	FEB 2018 WEBSITE HOSTING	GENERAL FUND	Finance	33.34
	2/07/18	FEB 2018 WEBSITE HOSTING	WATER UTILITY	Water	33.33
	2/07/18	FEB 2018 WEBSITE HOSTING	SEWER UTILITY FUND	Sewer	33.33
				TOTAL:	100.00
Wellmark/BCBS of Iowa	1/19/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,280.68
	1/19/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	276.94
	1/31/18	Feb. 2018 Medical Premium	ROAD USE TAX	Road Use Tax	2,067.85
	1/31/18	Feb. 2018 Medical Premium	TRUST AND AGENCY	General Government	15,623.78
	1/19/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	294.24
	1/31/18	Feb. 2018 Medical Premium	WATER UTILITY	Water	2,986.90
	1/19/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	331.17
	1/31/18	Feb. 2018 Medical Premium	SEWER UTILITY FUND	Sewer	2,297.62
	1/19/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	28.25
	2/05/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,474.44
	2/05/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	261.58
	2/05/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	301.29
	2/05/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	335.79
	2/05/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	29.62
				TOTAL:	27,590.15
Wex Bank	2/07/18	JAN 2018 FUEL	GENERAL FUND	Police Department	1,847.80
	2/07/18	JAN 2018 FUEL	GENERAL FUND	Fire Department	180.70
	2/07/18	JAN 2018 FUEL	GENERAL FUND	Parks	214.77
	2/07/18	JAN 2018 FUEL	GENERAL FUND	Recreation	108.93
	2/07/18	JAN 2018 FUEL	GENERAL FUND	Zoning/Compliance/Perm	53.35
	2/07/18	JAN 2018 FUEL	ROAD USE TAX	Road Use Tax	169.32
	2/07/18	JAN 2018 FUEL	WATER UTILITY	Water	545.21
				TOTAL:	3,120.08
Wilcox Printing and Publishing, Inc.	1/26/18	bus. cards-J.Delaney/S.Cha	GENERAL FUND	Police Department	81.60
	2/07/18	BUSINESS CARD - J O'HALLOR	GENERAL FUND	Police Department	25.75
				TOTAL:	107.35
Temporary Vendo	2/07/18	ONE YEAR SOFTWARE LICENSE	GENERAL FUND	Library	51.24
	2/07/18	NEW ABSTRACT -LAND SEWER P	NEW WASTEWTR TRTMN	CAPITAL PROJECTS	3,600.00
				TOTAL:	3,651.24

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES	1/11/2018 - 2/09/2018		GENERAL FUND	Police Department	40,617.14
			GENERAL FUND	Fire Department	10,368.00
			GENERAL FUND	Library	11,723.83
			GENERAL FUND	Parks	1,250.60
			GENERAL FUND	Island Park	964.56
			GENERAL FUND	Cemetery	314.28
			GENERAL FUND	Pool	1,398.08
			GENERAL FUND	Recreation	2,265.12
			GENERAL FUND	Finance	3,285.76
			GENERAL FUND	Zoning/Compliance/Perm	2,757.94
			ROAD USE TAX	Road Use Tax	13,849.30
			WATER UTILITY	Water	14,887.02
			SEWER UTILITY FUND	Sewer	15,592.45
			STORM WATER UTILIT	STORM WATER UTILITY	1,310.75
				TOTAL:	120,584.83

----- FUND TOTALS -----

001	GENERAL FUND	243,078.05
110	ROAD USE TAX	38,440.36
112	TRUST AND AGENCY	55,658.26
317	INDUSTRIAL PARK PROJECT	12,500.00
321	FIRE EQUIP UPGRADE	950.00
329	ADEL BRICK STREETS 2017	219.76
330	STORMWATER UTIL IMPROV P1	37,551.51
331	WATER UTIL IMPROV P1	2,475.41
332	NEW WATER TREATMENT PLANT	122,522.70
333	NEW WASTEWTR TRTMNT PLNT	4,850.00
334	EAST ANNEX SAN UTIL EXT	79,669.92
600	WATER UTILITY	96,335.23
610	SEWER UTILITY FUND	101,868.22
615	STORM WATER UTILITY	8,288.42
670	GARBAGE/RECYCLING UTILITY	28,023.00

 GRAND TOTAL: 832,430.84

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-ADEL
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 1/11/2018 THRU 2/09/2018
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 1/11/2018 THRU 2/09/2018

PRINT OPTIONS

PRINT DATE: Item Date
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

MONTH TO DATE TREASURERS REPORT
AS OF: JANUARY 31ST, 2018

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	1,031,180.18	69,838.33	221,502.35	0.00	879,516.16	0.00	879,516.16
SPECIAL RESERVE TRANSFER	479,953.20	300.21	0.00	0.00	480,253.41	0.00	480,253.41
ROAD USE TAX	323,437.84	30,716.43	38,264.53	0.00	315,889.74	0.00	315,889.74
TRUST AND AGENCY	237,786.88	11,484.94	60,861.01	0.00	188,410.81	0.00	188,410.81
TIF	(259,689.66)	10,134.42	0.00	0.00	(249,555.24)	0.00	(249,555.24)
2010 BRICK ST SPEC ASSES	18,571.73	0.00	0.00	0.00	18,571.73	0.00	18,571.73
2002 ST/UTIL-SPEC ASSESS	28,832.00	0.00	0.00	0.00	28,832.00	0.00	28,832.00
2017 BRICK ST SPEC ASSESS	72,343.04	18,369.86	0.00	0.00	90,712.90	0.00	90,712.90
DEBT SERVICE	753,978.60	6,811.80	0.00	0.00	760,790.40	0.00	760,790.40
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
WATER UPGRADE FUND	70,359.50	0.00	0.00	0.00	70,359.50	0.00	70,359.50
SEWER UPGRADE FUND	167,079.43	0.00	0.00	0.00	167,079.43	0.00	167,079.43
2006 STREET IMP PROJECT	(10,483.83)	0.00	0.00	0.00	(10,483.83)	0.00	(10,483.83)
BROWNFIELD PROJECT	2,359.33	0.00	0.00	0.00	2,359.33	0.00	2,359.33
STORM SEWER PROJECT	50,902.03	0.00	0.00	0.00	50,902.03	0.00	50,902.03
2008 FLOOD REPAIR PROJEC	2,949.18	0.00	0.00	0.00	2,949.18	0.00	2,949.18
2010 STREET PROJECT	2,691.86	0.00	0.00	0.00	2,691.86	0.00	2,691.86
SIDEWALK PROJECT	(16,043.00)	0.00	0.00	0.00	(16,043.00)	0.00	(16,043.00)
INDUSTRIAL PARK PROJECT	76,765.31	0.00	12,500.00	0.00	64,265.31	0.00	64,265.31
ANNEXATION	(88,644.53)	0.00	0.00	0.00	(88,644.53)	0.00	(88,644.53)
FIRE EQUIP UPGRADE	18,111.84	0.00	950.00	0.00	17,161.84	0.00	17,161.84
CAPITAL IMPROV-PARKS	3,394.57	0.00	0.00	0.00	3,394.57	0.00	3,394.57
LOST FUNDS-- AQUATIC CEN	151,406.27	40,880.56	4,658.00	0.00	187,628.83	0.00	187,628.83
2013 WATER PROJECT	235,727.57	0.00	0.00	0.00	235,727.57	0.00	235,727.57
2013 SEWER PROJECT	197,544.03	0.00	0.00	0.00	197,544.03	0.00	197,544.03
2014 FIRE TRUCK	2,284.31	0.00	0.00	0.00	2,284.31	0.00	2,284.31
ADEL BRICK STREETS 2017	662,353.62	0.00	3,966.54	0.00	658,387.08	0.00	658,387.08
STORMWATER UTIL IMPROV P1	(1,500.00)	0.00	42.63	0.00	(1,542.63)	0.00	(1,542.63)
WATER UTIL IMPROV P1	(275,653.50)	0.00	2,463.53	0.00	(278,117.03)	0.00	(278,117.03)
NEW WATER TREATMENT PLANT	(140,033.53)	0.00	67,886.20	0.00	(207,919.73)	0.00	(207,919.73)
NEW WASTEWTR TRTMENT PLNT	(47,008.75)	0.00	0.00	0.00	(47,008.75)	0.00	(47,008.75)
EAST ANNEX SAN UTIL EXT	(122,480.00)	0.00	45,073.05	0.00	(167,553.05)	0.00	(167,553.05)
WATER UTILITY	881,324.17	73,027.27	89,136.48	0.00	865,214.96	0.00	865,214.96
SEWER UTILITY FUND	897,541.15	70,831.46	88,162.15	0.00	880,210.46	0.00	880,210.46
STORM WATER UTILITY	205,090.46	15,890.64	7,526.21	0.00	213,454.89	0.00	213,454.89
GARBAGE/RECYCLING UTILITY	96,553.26	26,811.48	23,614.60	0.00	99,750.14	0.00	99,750.14
OAKDALE PRIDE	7,952.20	1,200.00	0.00	0.00	9,152.20	0.00	9,152.20
FRIENDS/FOUNDATION	20,538.83	0.00	0.00	0.00	20,538.83	0.00	20,538.83
GRAND TOTAL	5,779,316.10	376,297.40	666,607.28	0.00	5,489,006.22	0.00	5,489,006.22

*** END OF REPORT ***

	Balance 1-1-18	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	Accounts Payable	BALANCE 1-31-18
General Funds							
General	1,022,031.03	69,038.33		221,502.35			869,567.01
Nile Kinnick Fund	9,320.33	800.00					10,120.33
SPEC RESERVE	479,953.20	300.21					480,253.41
Emergency Levy	(1,382.98)	704.81					(658.15)
Police Academy	8,625.17						8,625.17
Police cops fast	10.00						10.00
Island Park Improvements	1,094.12						1,094.12
Fire	2,636.03						2,636.03
Refunds	28,307.08						28,307.08
CP - Fire Equipment Upgrade	18,111.84			950.00			17,161.84
CP - Capital Improvement Park	3,394.57						3,394.57
CP - Industrial Park	76,765.31			12,500.00			64,265.31
Donations - Rec	2,708.00						2,708.00
Oakdale Pride	7,952.20	1,200.00					9,152.20
Friends/Foundation	20,538.83						20,538.83
Total	1,680,084.75	72,043.35	-	234,952.35	-	-	1,517,175.75
Special Revenue Funds							
Road Use Tax	323,437.84	30,716.43		38,264.53			315,889.74
Urban Renewal Tax Increment	(259,689.68)	10,134.42					(249,555.24)
Employee Benefits/HRA	82,684.98	8,628.57		58,580.01			32,753.54
LOST FUNDS	151,406.27	40,880.56		4,658.00			187,628.83
Library Memorial	10,789.72	173.07		599.00			10,363.79
Police DARE	636.75						636.75
Historical Museum	16.00						16.00
POLICE FORFEITURE FUND	236.20						236.20
Total	309,518.10	90,533.05	-	102,081.54	-	-	297,969.61
Capital Project Funds							
CP - Brownfield Project	2,359.33						2,359.33
CP - 2008 Flood Repair	2,949.18						2,949.18
CP - 2010 St Project	2,691.86						2,691.86
CP - Sidewalk Project	(16,043.00)						(16,043.00)
CP - 2006 Street Improvement	(10,483.83)						(10,483.83)
CP - Annexation	(88,644.53)						(88,644.53)
DS - 2002 Street	28,832.00						28,832.00
DS - Fire Truck	2,284.31						2,284.31
2010 Brick St Spec Assess	18,571.73						18,571.73
Adel Brick Streets 2017	662,353.62			3,966.54			658,387.08
2017 Brick St Spec Assess	72,343.04	18,369.86					90,712.90
Total	677,213.71	18,369.86	-	3,966.54	-	-	691,617.03
Debt Service Fund							
Debt Service-Property Tax	753,978.60	6,811.80					760,790.40
	753,978.60	6,811.80					760,790.40
Internal Service Funds							
Flex Plan	(5,638.13)	778.49		1,302.00			(6,161.64)
CP - Building Maintenance	41,840.51						41,840.51
	36,202.38	778.49		1,302.00			35,678.87
Enterprise Funds							
Water	76,803.09	55,107.83		89,136.48			42,774.44
Sinking Bond & Interest	29,650.85	7,769.33					37,420.18
Improvement	625,809.14	940.25					626,749.39
Bond Reserve	96,231.26						96,231.26
CWI	53,104.83	9,209.86					62,314.69
Water Deposits	106,697.74	1,200.00		400.00			107,397.74
CP - Water Upgrades	70,359.50						70,359.50
CP - 2013 Water Project	235,727.57						235,727.57
CP - New Water Treatment Plant	(140,033.53)			67,886.20			(207,919.73)
CP - Water Utility Improvements - P	(275,653.50)			2,463.53			(278,117.03)
Sewer	203,000.09	50,277.42		85,003.85			168,273.66
Sinking Bond & Interest	14,478.90	3,314.21					17,793.11
Improvement	519,428.49	4,623.99					524,052.48
Bond Reserve	98,894.50						98,894.50
CSI	61,739.17	12,615.84		3,158.30			71,196.71
CP - Sewer Upgrades	167,079.43						167,079.43
CP - 2013 Sewer Project	197,544.03						197,544.03
CP - East Annex Sanitary Utility Ext	(122,480.00)			45,073.05			(167,553.05)
CP - New Wastewater Treatment Pl	(47,008.75)						(47,008.75)
Storm Water	172,517.57	10,391.45		7,368.88			175,540.14
CSWj	32,572.89	5,499.19		157.33			37,914.75
CP - Storm Water Upgrade	50,802.03						50,802.03
CP - Stormwater Utility Improvemen	(1,500.00)			42.63			(1,542.63)
Garbage / Recycling	96,553.26	26,811.48		23,614.60			99,750.14
	2,322,318.56	187,780.85		324,304.85			2,185,774.56
Total	5,779,316.10	376,297.40	-	666,607.28	-	-	5,489,006.22
CASH							
Certificate of Deposit - RVB	100,000.00						
Peoples Bank Balance	3,159,131.07						
Peoples Bank - Mainstreet Project	1,942,427.39						
Wells Fargo Balance	356,156.20						
IPAIT	366,014.23						
Total CIB	5,923,728.89	Outstanding (434,722.67)		Total 5,489,006.22			

STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: JANUARY 31ST, 2018

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,029,733	2,029,733	69,838.33	1,500,241.32	1,289,404.26	529,491.68	26.09
002-SPECIAL RESERVE TRANS	176,174	176,174	300.21	81,755.21	297,593.91	94,418.79	53.59
110-ROAD USE TAX	457,635	457,635	30,716.43	312,338.51	320,194.57	145,296.49	31.75
112-TRUST AND AGENCY	471,977	471,977	11,484.94	275,749.20	269,350.41	196,227.80	41.58
125-TIF	647,348	647,348	10,134.42	346,424.93	346,351.38	300,923.07	46.49
133-2010 BRICK SPEC ASSES	1,472	1,472	0.00	1,844.00	1,725.00 (	372.00)	25.27-
134-2002 ST/UTIL-SPEC ASS	2,745	2,745	0.00	3,133.00	3,352.00 (	388.00)	14.13-
135-2017 BRICK ST SPEC AS	0	0	18,369.86	90,712.90	0.00 (	90,712.90)	0.00
200-DEBT SERVICE	946,107	946,107	6,811.80	863,152.04	859,840.45	82,954.96	8.77
305-2006 STREET IMP PROJE	0	0	0.00	672.00	11,017.00 (	672.00)	0.00
317-INDUSTRIAL PARK PROJE	113,428	113,428	0.00	113,428.00	129,710.78	0.00	0.00
322-CAPITAL IMPROV-PARKS	5,000	5,000	0.00	2,952.00	2,446.00	2,048.00	40.96
324-LOST FUNDS - AQUATIC	500,000	500,000	40,880.56	291,675.28	313,837.01	208,324.72	41.66
329-ADEL BRICK STREETS 20	0	0	0.00	1,144,660.53	0.00 (	1,144,660.53)	0.00
330-STORMWATER UTIL IMPRO	0	0	0.00	122,715.19	0.00 (	122,715.19)	0.00
600-WATER UTILITY	755,500	755,500	73,027.27	630,571.45	506,516.17	124,928.55	16.54
610-SEWER UTILITY FUND	650,000	650,000	70,831.46	580,035.39	406,033.91	69,964.61	10.76
615-STORM WATER UTILITY	107,500	107,500	15,890.64	109,535.81	65,751.03 (	2,035.81)	1.89-
670-GARBAGE/RECYCLING UTI	280,000	280,000	26,811.48	180,111.04	164,500.40	99,888.96	35.67
950-OAKDALE PRIDE	10,000	10,000	1,200.00	9,553.83	7,794.36	446.17	4.46
951-FRIENDS/FOUNDATION	0	0	0.00	33,000.00	0.00 (	33,000.00)	0.00
TOTAL REVENUES	7,154,619	7,154,619	376,297.40	6,694,261.63	4,995,418.64	460,357.37	6.43

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL
AS OF: JANUARY 31ST, 2018

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP.+ ENCUMB.	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	1,989,539	1,989,539	221,502.35	1,319,734.21	1,314,924.70	669,804.79	33.67
002-SPECIAL RESERVE TRANS	0	0	0.00	5,000.00	845.40	(5,000.00)	0.00
110-ROAD USE TAX	454,940	454,940	38,264.53	242,138.22	223,227.89	212,801.78	46.78
112-TRUST AND AGENCY	454,257	454,257	60,861.01	283,961.00	285,845.99	170,296.00	37.49
125-TIF	647,348	647,348	0.00	647,348.00	640,200.00	0.00	0.00
133-2010 BRICK SPEC ASSES	1,472	1,472	0.00	1,472.00	1,472.00	0.00	0.00
134-2002 ST/UTIL-SPEC ASS	2,745	2,745	0.00	2,745.00	2,745.00	0.00	0.00
200-DEBT SERVICE	933,125	933,125	0.00	122,408.76	115,765.00	810,716.24	86.88
305-2006 STREET IMP PROJE	0	0	0.00	0.00	10,238.00	0.00	0.00
317-INDUSTRIAL PARK PROJE	113,428	113,428	12,500.00	25,864.00	54,189.50	87,564.00	77.20
321-FIRE EQUIP UPGRADE	0	0	950.00	8,766.00	0.00	(8,766.00)	0.00
322-CAPITAL IMPROV-PARKS	5,000	5,000	0.00	857.00	6,675.87	4,143.00	82.86
324-LOST FUNDS - AQUATIC	404,200	404,200	4,658.00	408,858.00	449,972.92	(4,658.00)	1.15-
328-FIRE TRUCK 2014	0	0	0.00	1,536.38	0.00	(1,536.38)	0.00
329-ADEL BRICK STREETS 20	0	0	3,966.54	2,384,008.32	0.00	(2,384,008.32)	0.00
330-STORMWATER UTIL IMPRO	0	0	42.63	86,017.82	0.00	(86,017.82)	0.00
331-WATER UTIL IMPROV P1	0	0	2,463.53	130,687.03	0.00	(130,687.03)	0.00
332-NEW WATER TREATMENT P	0	0	67,886.20	186,615.98	0.00	(186,615.98)	0.00
333-NEW WASTEWTR TRTMT P	0	0	0.00	2,457.50	0.00	(2,457.50)	0.00
334-EAST ANNEX SAN UTIL E	0	0	45,073.05	136,983.05	0.00	(136,983.05)	0.00
600-WATER UTILITY	754,526	754,526	89,136.48	407,964.64	452,359.42	346,561.36	45.93
610-SEWER UTILITY FUND	643,092	643,092	88,162.15	340,151.15	448,086.37	302,940.85	47.11
615-STORM WATER UTILITY	106,422	106,422	7,526.21	34,263.42	50,042.90	72,158.58	67.80
670-GARBAGE/RECYCLING UTI	296,000	296,000	23,614.60	175,366.28	177,243.90	120,633.72	40.75
950-OAKDALE PRIDE	10,000	10,000	0.00	16,305.66	792.51	(6,305.66)	63.06-
951-FRIENDS/FOUNDATION	0	0	0.00	17,454.58	0.00	(17,454.58)	0.00
TOTAL EXPENDITURES	6,816,094	6,816,094	666,607.28	6,988,964.00	4,234,627.37	(172,870.00)	2.54-
REVENUE OVER/(UNDER) EXPENDITURES	338,525	338,525	(290,309.88)	(294,702.37)	760,791.27	633,227.37	7,755.91

Applicant License Application (LC0043436)

Name of Applicant:	<u>K&B Strategies, LLC</u>		
Name of Business (DBA):	<u>Adel Family Fun Center</u>		
Address of Premises:	<u>1526 Greene Street</u>		
City <u>Adel</u>	County: <u>Dallas</u>	Zip: <u>50003</u>	
Business	<u>(515) 993-3350</u>		
Mailing	<u>1526 Greene Street</u>		
City <u>Adel</u>	State <u>IA</u>	Zip: <u>50003</u>	

Contact Person

Name	<u>Bryce Smith</u>		
Phone:	<u>(515) 559-4636</u>	Email	<u>owner@affcbowl.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 02/01/2018

Expiration Date: 01/31/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Bryce Smith

First Name: Bryce

Last Name: Smith

City:

State: Iowa

Zip: 50003

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Kale Smith

First Name: Kale

Last Name: Smith

City:

State: Iowa

Zip: 50003

Position: spouse

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>
---------------------------	-----------------------------

Policy Effective Date: 02/01/2018

Policy Expiration 01/31/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0043178)

Name of Applicant: <u>FIESTADSM.COM INC</u>		
Name of Business (DBA): <u>Fiesta Mexican Restaurant</u>		
Address of Premises: <u>815 Main St</u>		
City Adel	County: <u>Dallas</u>	Zip: <u>50003</u>
Business	<u>(515) 802-7464</u>	
Mailing	<u>3816 Ingersoll Ave</u>	
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50312</u>

Contact Person

Name <u>Antonio Berber Ramirez</u>
Phone: <u>(515) 802-7464</u> Email <u>dan@communitycpa.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 02/17/2018

Expiration Date: 02/16/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Antonio Berber Ramirez

First Name: Antonio

Last Name: Berber Ramirez

City: Pleasant Hill

State: Iowa

Zip: 50327

Position: President

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: <u>Society Insurance</u>	
Policy Effective Date: <u>02/17/2018</u>	Policy Expiration <u>02/17/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LC0043156)

Name of Applicant:	<u>Brickyard Burgers and Brews Adel</u>		
Name of Business (DBA):	<u>Brickyard Burgers and Brews</u>		
Address of Premises:	<u>1802 S Greene Street</u>		
City	County:	Zip:	
<u>Adel</u>	<u>Dallas</u>	<u>50003</u>	
Business	<u>(515) 313-3292</u>		
Mailing	<u>8610 EP True Parkway, 5001</u>		
City	State	Zip:	
<u>West Des Moines</u>	<u>IA</u>	<u>50266</u>	

Contact Person

Name	<u>Timothy Kellogg</u>		
Phone:	<u>(515) 313-3292</u>	Email	<u>tkellogg7@icloud.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 02/27/2018

Expiration Date: 02/26/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Timothy Kellogg

First Name: Timothy

Last Name: Kellogg

City: West Des Moines

State: Iowa

Zip: 50266

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Society Insurance</u>		
Policy Effective Date:	<u>02/27/2018</u>	Policy Expiration	<u>02/27/2019</u>
Bond Effective	Dram Cancel Date:		
Outdoor Service Effective	Outdoor Service Expiration		
Temp Transfer Effective Date	Temp Transfer Expiration Date:		



City Attorney Prospects

- Bob Stuyvesant and partners
 - o Carlisle, Knoxville, Pella, Melcher-Dallas, Pleasantville, and a few other cities
 - o Over 40 years of experience
 - o *His time commitment may be an issue since he works with a number of cities.*

- Dwayne Dalen of Finneseth, Dalen, and Powell
 - o Perry and a number of communities
 - o Lives close to Adel
 - o *I cannot say enough good about him (including his partners) and they treat us very fairly on their rates.*

- Brick Gentry Law Firm
 - o Bondurant, Windsor Heights
 - o *Very pleased with services.*

- Erik Fisk of Whitfield and Eddy Law
 - o Flat rate of \$175 to attend one monthly meeting
 - o Approximately \$175 per hour
 - o Tom Henderson at this firm also practices municipal law

- Hopkins and Huebner Law Firm
 - o Has municipal clients
 - o Office in Adel

- Dustin Miller of Nyemaster Goode Law Firm
 - o Used to be with the Iowa League of Cities

- Davis Brown Law Firm

City Attorney City of Windsor Heights

Requests for Letters of Interest and Qualifications

The City of Windsor Heights is accepting letters of interest and qualifications for an attorney and/or firm to represent the city regarding legal matters. Our desire is to hire an attorney to be the primary contact, but also have the ability to draw upon the expertise of other attorneys within a firm.

John Hintze of Ahlers, Cooney, Dorweler, Haynie, Smith and Albee P.C. currently serves as special counsel on civil matters and Debra Hulett serves as interim prosecutor. The Ahlers Firm represents the City as bond counsel.

Scope of Services

- Interpret and provide opinions on questions regarding a variety of legal issues.
- Provide written legal opinions on proposed ordinances.
- Review and provide recommendations for proposed ordinances and resolutions.
- Interpret and provide staff and council written opinions on questions interpreting City and State Code matters.
- Act as legal advisor to all city officials, boards and commissions.
- Attend all regular and special meetings of the City Council unless otherwise directed by staff.
- At the request of staff, attend board or commission meetings to provide legal guidance.
- Review materials prepared for the City Council and confer with the City Administrator and/or staff regarding issues that may need to be discussed prior to a meeting.
- Prosecute traffic citations, simple misdemeanor offenses, and other police matters.
- Assist staff in preparing civil citations for violations of the City Code.
- Prepare and/or review and provide written comment on all agreements and contracts.
- Advise staff on personnel issues, including collective bargaining issues.
- Advise staff on planning and zoning issues.

The Selection Process

Letters of interest and qualifications must be submitted to the City Administrator by July 1st, 2002. The address is:

City of Windsor Heights
Attn: City Administrator
1133 66th Street
Windsor Heights, IA 50311

- Information required in the submittal:
 - Letter highlighting related legal experience of the primary attorney as well as the experience of that attorney's firm.
 - Resume of all attorneys who would be providing services to the city.
 - List of three references preferably from government clients.
 - Cost, on an annual basis, to retain the services of the attorney and/or firm (based on the proposed scope of services).
 - Hourly rate for services beyond the scope of the retainer.
- Attorneys should have at least five (5) years experience in municipal law.
- The search committee consists of the Mayor, two City Council members and the City Administrator. The search committee will select the candidates to be interviewed, conduct the interviews and make a recommendation to the City Council, who will interview finalists.
- Interviews will be conducted during the latter part of July and early August.
- Once the attorney and/or firm is chosen, the scope of services will be further defined and a contract will be prepared to be acted upon by the City Council.

Basis of Selection

- Amount of expertise in municipal legal issues by the lead attorney and others within the firm.
- The estimated cost of services.

Any questions should be directed to Marketa George Oliver, City Administrator, 279-3662.

The City of Windsor Heights Iowa (pop. 4805) is in the process of choosing an attorney and/or firm to represent the City in Civil and Criminal matters. Please contact the City of Windsor Heights at 515-279-3662 for a request for qualifications. The request for qualifications outlines the scope of services sought and the selection process. The deadline for submittal is July 1st, 2002. For information contact: City of Windsor Heights, 1133 66th Street, Windsor Heights, IA 50311. E-mail inquires to moliver@windsorheights.org .

EXAMPLE



Civil Design Advantage

3405 SE Crossroads Drive, Suite G
Grimes, Iowa 50111
Office 515.369.4400
Fax 515.369.4410
www.CDA-ENG.com

Transmittal

To: Anthony Brown **From:** Doug Mandernach

Company: City of Adel **Date:** 1-30-2018

Address: 301 S. 10th Street **Subject:** Annexation request
Adel, Iowa 50003 South of 302nd

Project Number: 1701.027 **Via:** Hand Carry

CC: Robert Cramer, Cramer & Assoc.

URGENT For Your Use Please Comment For Your Approval Sign & Return

Transmitted Material:

- 1- Request for voluntary annexation (signed by owner)
- 2- Map showing ownership of property
- 3- Map showing proposed annexation area in relationship to existing city boundary
- 4- Map showing and listing adjacent property ownership

• Comments:

Anthony,

Attached are the updated documents with the added portions of 302nd and Old Portland Road the the county requested to be included. Thanks.

Mayor and Members of the City Council
City of Adel
301 South 10th Street
P.O. Box 248
Adel, Iowa 50003

Re: Request for Voluntary Annexation

Honorable Mayor and Members of the City Council:

The undersigned, being the owner of all of the property legally described below, hereby request voluntary annexation of said legally described property, to become a part of the City of Adel, Iowa:

Parcel 15-06-100-003, Parcel 15-06-100-004, Parcel 15-06-100-005, Parcel 15-06-100-013, Parcel 15-06-100-014, Parcel 15-06-100-015, Parcel 15-06-100-016, Parcel 15-06-200-021, Parcel 15-06-103-034 and a part of the County Roads known as Old Portland Road and 302nd Place all within Van Meter and Adel Townships and more particularly described as follows:

GOVERNMENT LOTS 5, 12, 13, 14 AND 19; THE NORTH 2.41 ACRES OF GOVERNMENT LOT 20; THAT PORTION OF GOVERNMENT LOTS 6, 10 AND 11 LYING WEST OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AS OLD PORTLAND ROAD; AND THAT PORTION OF GOVERNMENT LOTS 15 AND 18 LYING WEST OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AS OLD PORTLAND ROAD AND NORTH OF THE COURT DECREE BOUNDARY LINE AS SHOWN ON THE COURT DECREE BOUNDARY LINE RETRACEMENT SURVEY RECORDED IN BOOK 2011, PAGE 13123, ALL IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA.

AND

THE SOUTH 17.5 FEET OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA LYING WEST OF SOUTHBRIDGE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ADEL, SAID DALLAS COUNTY.

AND

THAT PART OF THE WEST HALF OF THE COUNTY ROAD KNOWN AS OLD PORTLAND ROAD LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, LYING NORTH OF SOUTHBRIDGE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ADEL.

AND

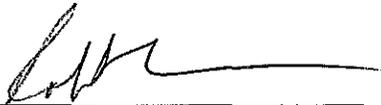
THAT PART OF THE WEST HALF OF THE COUNTY ROAD KNOWN AS OLD PORTLAND ROAD LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA.

AND

STREET LOTS 'E' AND 'F', SOUTHBRIDGE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA.

PROPERTY CONTAINS 309.17 ACRES (13,467,452 SQUARE FEET).

OWNER: Cramer and Associates, Inc.



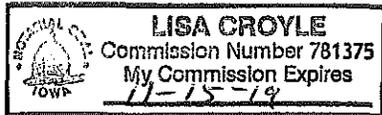
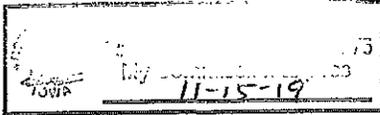
Robert Cramer

DATE: Jan 24, 2018

INDIVIDUAL CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF *Polk*, ss

On this *26* day of *Jan*, 2018, before me the undersigned, a Notary Public in and for the States of Iowa, personally appeared Robert Cramer to me known to be the identical persons named in and who executed the same as their voluntary act and deed.



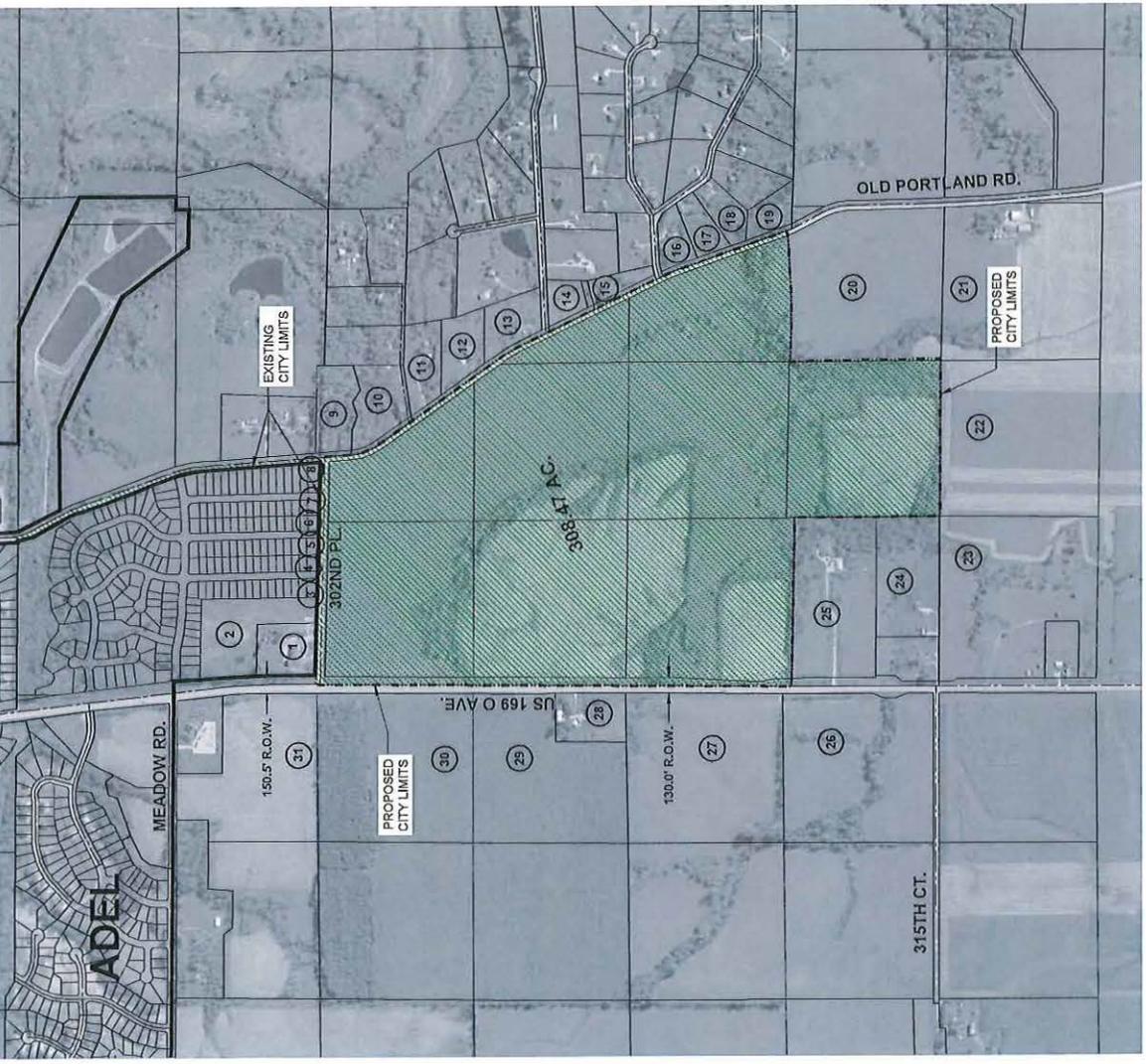
Lisa Croyle

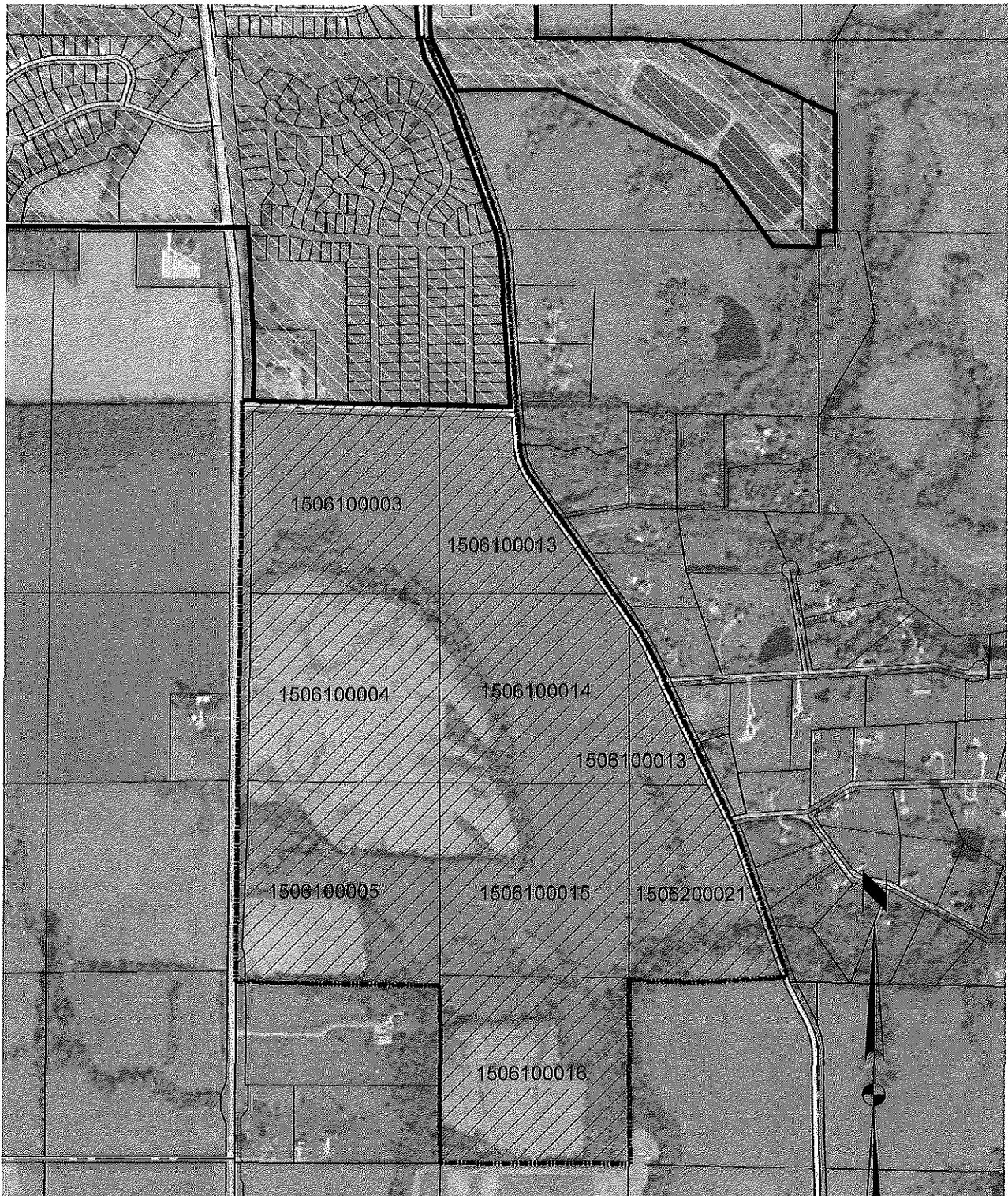
Notary Public in and for the State of Iowa

ADJACENT OWNERSHIP

Parcel Number	OWNER
1	St. John's Catholic Church of Adel, IA
2	St. John's Catholic Church of Adel, IA
3	St. John's Catholic Church of Adel, IA
4	St. John's Catholic Church of Adel, IA
5	St. John's Catholic Church of Adel, IA
6	St. John's Catholic Church of Adel, IA
7	St. John's Catholic Church of Adel, IA
8	St. John's Catholic Church of Adel, IA
9	St. John's Catholic Church of Adel, IA
10	St. John's Catholic Church of Adel, IA
11	St. John's Catholic Church of Adel, IA
12	St. John's Catholic Church of Adel, IA
13	St. John's Catholic Church of Adel, IA
14	St. John's Catholic Church of Adel, IA
15	St. John's Catholic Church of Adel, IA
16	St. John's Catholic Church of Adel, IA
17	St. John's Catholic Church of Adel, IA
18	St. John's Catholic Church of Adel, IA
19	St. John's Catholic Church of Adel, IA
20	St. John's Catholic Church of Adel, IA
21	St. John's Catholic Church of Adel, IA
22	St. John's Catholic Church of Adel, IA
23	St. John's Catholic Church of Adel, IA
24	St. John's Catholic Church of Adel, IA
25	St. John's Catholic Church of Adel, IA
26	St. John's Catholic Church of Adel, IA
27	St. John's Catholic Church of Adel, IA
28	St. John's Catholic Church of Adel, IA
29	St. John's Catholic Church of Adel, IA
30	St. John's Catholic Church of Adel, IA
31	St. John's Catholic Church of Adel, IA

VOLUNTARY ANNEXATION
 308.47 ACRES = 100.0%

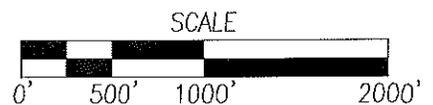


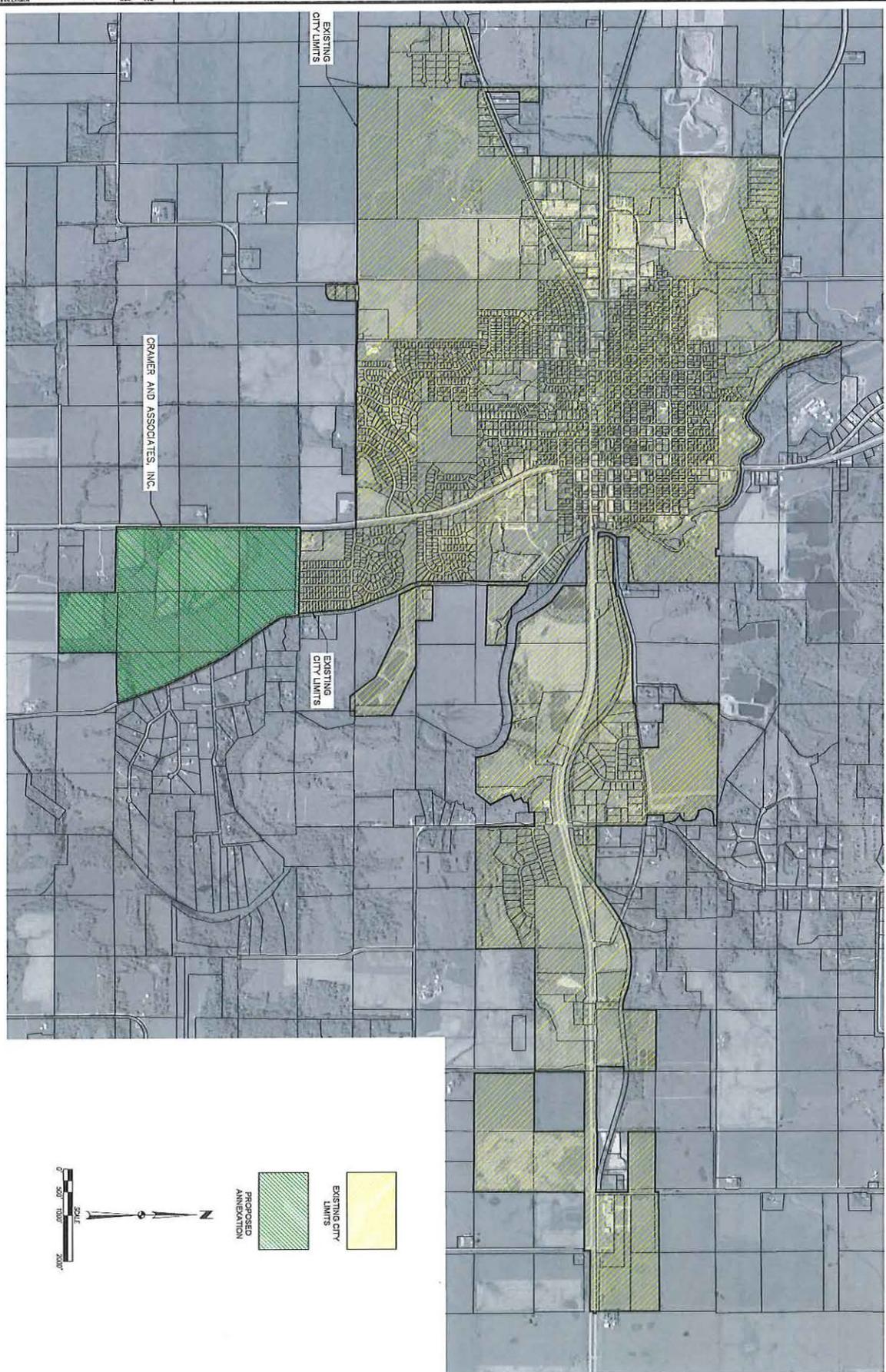


Owner: Cramer and Associates, Inc.
 Parcel ID:
 15-06-100-003, 15-06-100-004,
 15-06-100-005, 15-06-100-013,
 15-06-100-014, 15-06-100-015,
 15-06-100-016, 15-06-200-021
 Gross Acreage: 305.92 Acres



**PROPOSED
ANNEXATION**





 PROPOSED ANNEXATION
 EXISTING CITY LIMITS

1701027

ADEL
 CRAHER AND ASSOCIATES, INC.
 ANNEXATION EXHIBIT
 DALLAS COUNTY, IOWA



3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: PM: DAM

REVISIONS	DATE
PREPARED	1-8-2017

CITY OF ADEL, IOWA – STRATEGIC PLANNING P R O F E S S I O N A L S E R V I C E S A G R E E M E N T

PROJECT DESCRIPTION

Professional strategic planning services will be provided by Confluence, Inc., (Confluence) to the City of Adel, Iowa, (City). Confluence anticipates working collaboratively with the Mayor and City Council and City staff to conduct the items contained within the Scope of Services.

PROJECT TITLE: Strategic Planning for Annexation, Land Use and Zoning

The following Scope of Services are based on our mutual understanding of the City's desires. Services to be provided by our team are as follows:

A. SCOPE OF SERVICES

TASK 1: STRATEGIC PLANNING SESSION WITH MAYOR AND COUNCIL

Item 1.1: Kick-Off Meeting - Confluence will review the results of the February 2018 Goal Setting Session and any other related information provided by the City. Confluence will then meet with City staff to review the Goal Setting Session information and review an outline/agenda for a ½ day work session to be held with the Mayor and City Council. (1-meeting)

Item 1.2: Mayor & Council Workshop - Confluence will facilitate a ½-day workshop with the Mayor and City Council, Planning and Zoning Commission Chair, City's engineering consultant, plus department heads that engages them in the review and analysis of the priorities from the Goal Setting Session and includes a review, discussion of options, recommendations, and prioritization related to the following topics:

- a. **Annexation and Extra Territorial Review (ETR)** - with the goal to develop an annexation priority plan and policy and a policy on the review of subdivision plats located outside of the City limits but within the ETR.
- b. **Future Land Use** - with the goal to create an updated Future Land Use Map.
- c. **Consistency Zoning** - with the goal to create a priority plan to rezone areas within the City consistent with the adopted Future Land Use Map.

Item 1.3: Summary Report - Following the workshop, Confluence will prepare a summary report and will submit a draft by email to City staff for review to ensure that we accurately captured and interpreted the information discussed. We will incorporate the comments provided into a final document. This summary is intended to serve as a guiding document and the basis for the creation of plans, priorities, and policies related to Annexation and ETR, Future Land Use, and Zoning.

TASK 2: ANNEXATION PLAN AND POLICY AND ETR POLICY

Item 2.1: Draft Plan – Based on the review and input received at the Mayor and Council Workshop, Confluence will develop a map detailing annexation priority areas and an annexation policy and ETR policy. This draft will be submitted by email to City staff for review. We will incorporate the comments provided in a final draft plan and policy document.

Item 2.2: Draft Plan Presentation to Council – Confluence will present the draft annexation plan and policies to the Mayor and City Council (regular Council meeting or work session) for review. We will update and incorporate any changes as discussed at the meeting and provide a final draft document to be submitted to City staff by email. (1-meeting)

TASK 3: FUTURE LAND USE MAP UPDATE AND CONSISTENCY ZONING PLAN

Item 3.1: Draft Future Land Use Map and Zoning Plan – Based on the review and input received at the Mayor and Council Workshop (including future roadway alignment information from the City's engineering consultant), Confluence will develop an updated Future Land Use map for the City and create a plan for the prioritization of areas within the City that should be rezoned consistent with the adopted Future Land Use Map. This draft map and plan will be submitted by email to City staff and the City's engineering consultant for review. Confluence will then meet with City staff to review comments and will update the map and plan accordingly. (1-meeting)

Item 3.2: Draft Plan Presentation to Planning and Zoning Commission – Confluence will present the draft Future Land Use Map and zoning plan to the Planning and Zoning Commission (regular Commission meeting or work session) for review and comment. We will update and incorporate any changes as discussed at the meeting and provide a final draft document to be submitted to City staff by email. (1-meeting)

Item 3.3: Draft Plan Presentation to Council – Confluence will present the draft Future Land Use Map and zoning plan to the Mayor and City Council (regular Council meeting or work session) for review and comment. We will update and incorporate any changes as discussed at the meeting and provide a final draft document to be submitted to City staff by email. (1-meeting)

B. SCHEDULE

Confluence is prepared to provide the professional services described herein immediately upon your notice to proceed and anticipates beginning soon after the City's February 2018 Goal Setting Session.

C. FEES BY TASK

The City will compensate Confluence on an hourly basis not to exceed \$7,700. Our fee estimates by project phase are listed below and can be adjusted based on the refinement of the project scope. Reimbursable expenses are not included in these fee estimates as outlined below. Reimbursable expenses will be included on each monthly invoice as incurred in accordance with "Exhibit A".

FEES

Task 1: Strategic Planning Session	\$2,700
Task 2: Annexation Plan and Policy and ETR Policy	\$1,900
Task 3: Future Land Use Map and Consistency Zoning Plan	\$3,100

D. COMPENSATION

Service fees and reimbursable expenses will be billed to the City monthly by Confluence. Payment is due upon receipt of invoice. The City agrees to provide payment to Confluence within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by Confluence within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, Confluence may suspend performance of services on the project until the account is paid.

In the event an invoice is disputed by the City, the City shall inform Confluence within a reasonable timeframe (within 10 days of City's receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of Confluence's receipt of dispute notice) to further clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, Confluence, at its discretion, may suspend performance of services on the project until the account is paid.

E. TERMINATION

Confluence or the City may terminate this Agreement at any time by written notice. If the Agreement is terminated by either Confluence or the City, the City will pay Confluence for service provided and expenses incurred by Confluence up to the time notice is either sent by Confluence or received by Confluence.

F. MISCELLANEOUS

The City shall furnish data, documents, and other information necessary to complete the outlined services. The City shall schedule, provide space, and provide legal notice as required all meetings.

G. LIMITATION OF LIABILITY

The total cumulative liability of Confluence, its agents, servants, employees, and sub-consultants to the City with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or otherwise shall be limited to Confluence's professional liability insurance coverage limits in place at the time of performance of the services outlined herein. Confluence shall not be liable to the City for special or consequential losses or damages including, but not limited to, loss of use.

Confluence shall not be liable to the City for losses, damages, or claims for which the City fails to give notice to Confluence within reasonable time, not to exceed ninety (90) days from discovery.

H. WITNESS FEES

Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. City agrees to pay Confluence's legal expenses, administrative costs and fees pursuant to Confluence's then current fee schedule for Confluence to respond to any subpoena.

I. APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted by the City of Adel, Iowa, (City) and Confluence as confirmed by the signatures below.

Offered by:

Confluence, Inc.
525 17th Street
Des Moines, IA 50309



(signature)

Name: Christopher Shires, AICP
Title: Principal

Date: December 12, 2017

Accepted by:

City of Adel, Iowa
301 S. 10th Street
Adel, IA 50003

(signature)

Name: Anthony Brown
Title: City Administrator

Date: _____

EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal.....	\$160.00 - \$200.00 per hour
Principal.....	\$140.00 - \$185.00 per hour
Associate Principal.....	\$130.00 - \$160.00 per hour
Associate.....	\$110.00 - \$150.00 per hour
Senior Project Manager.....	\$100.00 - \$140.00 per hour
Project Manager.....	\$90.00 - \$110.00 per hour
Senior Landscape Architect.....	\$90.00 - \$110.00 per hour
Landscape Architect.....	\$80.00 - \$100.00 per hour
Senior Project Planner.....	\$90.00 - \$110.00 per hour
Planner II.....	\$80.00 - \$100.00 per hour
Planner I.....	\$70.00 - \$90.00 per hour
Landscape Architect-In-Training.....	\$70.00 - \$90.00 per hour
Landscape Architect Intern.....	\$60.00 - \$75.00 per hour
Draftsperson.....	\$50.00 - \$75.00 per hour
Graphic Designer.....	\$70.00 - \$90.00 per hour
Clerical / System Staff.....	\$42.00 - \$70.00 per hour

REIMBURSABLE EXPENSES

Filing Fees.....	1.15 x cost
Long Distance Telephone Calls.....	1.15 x cost
Materials and Supplies.....	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage.....	\$.535 per mile
Postage.....	1.15 x cost
Printing by Vendor.....	1.15 x cost
B/W Photocopies/Prints 8½ x 11.....	\$.05 each
B/W Photocopies/Prints 11x17.....	\$.09 each
Color Photocopies/Prints 8½ x 11.....	\$.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond.....	\$2.50/SF
Large Format Plotting - Mylar.....	\$4.50/SF
Large Format Plotting - Photo.....	\$5.00/SF
Compact Discs.....	\$2.50 each
Booklet Binding (cover, coil, back).....	\$4.50 each
Foam Core.....	\$8.00 each
Easel Pads.....	\$32.75 each
Electronic Files.....	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2017

18-19 Department Head Salary Proposal

Before Market Adjustment

City	FY 17-18 Base	FY 17-18 Longevity	FY 17-18 Total	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	17-18 Provided	Average	Difference from Average	Lowest Salary in Top Third	Difference from Lowest in Top Third	Percentage Difference from Top Third
Population (2010 Census)	Adel	Adel	Adel	Asbury	Bondurant	Carlisle	Evansdale	Glenwood	Mount Vernon	Osceola	Perry	Polk City	Sergeant Bluff	Windsor Heights	Winterset										
City Administrator	\$ 87,761.28	\$ 312.00	\$ 88,073.28	\$ 84,658.08	\$ 115,000.00	\$ 91,607.00		\$ 62,982.40	\$ 95,790.00	\$ 88,111.92	\$ 95,000.00	\$ 135,344.00	\$ 104,901.76	\$ 113,850.00	\$ 90,015.00	\$ 97,111.12	\$ (9,037.84)	\$ 104,901.76	\$ (16,828.48)		\$ 97,111.12	\$ (9,037.84)	\$ 104,901.76	\$ (16,828.48)	-16.04%
Finance Director	\$ 55,295.04	\$ 104.00	\$ 55,399.04		\$ 61,193.60						\$ 60,000.00	\$ 75,044.00	\$ 79,567.49	\$ 63,120.51		\$ 65,720.77	\$ (10,321.73)	\$ 75,044.00	\$ (19,644.96)		\$ 65,720.77	\$ (10,321.73)	\$ 75,044.00	\$ (19,644.96)	-26.18%
City Clerk	\$ 45,073.60	\$ 416.00	\$ 45,489.60	\$ 55,702.40	\$ 42,452.80	\$ 57,740.00	\$ 46,786.00	\$ 33,280.00	\$ 72,273.68	\$ 44,604.04	\$ 48,000.00	\$ 56,429.00	\$ 56,134.18			\$ 50,808.34	\$ (5,318.74)	\$ 56,134.18	\$ (10,644.58)		\$ 50,808.34	\$ (5,318.74)	\$ 56,134.18	\$ (10,644.58)	-18.96%
Building Inspector & Code Compliance Officer	\$ 55,158.72	\$ 1,040.00	\$ 56,198.72				\$ 41,371.00	\$ 40,684.80		\$ 46,176.00	\$ 40,960.00		\$ 61,493.74	\$ 62,100.00	\$ 62,122.50	\$ 51,388.35	\$ 4,810.38	\$ 61,493.74	\$ (5,295.02)		\$ 51,388.35	\$ 4,810.38	\$ 61,493.74	\$ (5,295.02)	-8.61%
Director of Parks & Recreation	\$ 52,022.64	\$ 1,040.00	\$ 53,062.64	\$ 30,118.40	\$ 34,278.40			\$ 48,235.20	\$ 53,436.68	\$ 59,230.08	\$ 51,200.00		\$ 62,366.12		\$ 61,619.00	\$ 50,394.06	\$ 2,668.58	\$ 59,230.08	\$ (6,167.44)		\$ 50,394.06	\$ 2,668.58	\$ 59,230.08	\$ (6,167.44)	-10.41%
Chief of Police	\$ 71,031.12	\$ 2,184.00	\$ 73,215.12	\$ 65,748.80		\$ 82,160.00	\$ 58,350.00	\$ 67,974.40	\$ 79,430.13	\$ 72,847.84	\$ 69,461.23	\$ 83,200.00	\$ 78,750.02	\$ 91,505.39	\$ 74,245.00	\$ 74,740.66	\$ (1,525.54)	\$ 79,430.13	\$ (6,215.01)		\$ 74,740.66	\$ (1,525.54)	\$ 79,430.13	\$ (6,215.01)	-7.82%
Public Works Director	\$ 67,476.48	\$ 1,040.00	\$ 68,516.48	\$ 73,902.40	\$ 65,000.00	\$ 70,000.00	\$ 53,544.00	\$ 61,713.60	\$ 70,378.61	\$ 62,257.78	\$ 65,371.14	\$ 81,815.00	\$ 83,803.34	\$ 79,438.32	\$ 60,364.00	\$ 68,931.13	\$ (414.65)	\$ 70,378.61	\$ (1,862.13)		\$ 68,931.13	\$ (414.65)	\$ 70,378.61	\$ (1,862.13)	-2.65%
Library Director	\$ 50,521.20	\$ 1,872.00	\$ 52,393.20		\$ 60,112.00	\$ 48,888.00		\$ 41,163.20		\$ 34,915.50	\$ 50,377.73	\$ 52,000.00			\$ 59,740.00	\$ 49,948.70	\$ 2,444.50	\$ 52,393.20	\$ -		\$ 49,948.70	\$ 2,444.50	\$ 52,393.20	\$ -	0.00%

After Market Adjustment

City	FY 18-19 Mkt Adj	FY 18-19 Longevity	FY 18-19 Total	Projected 18-19	Average	Difference from Average	Lowest Salary in Top Third	Difference from Lowest in Top Third	Percentage Difference from Top Third																	
Population (2010 Census)	Adel	Adel	Adel	Asbury	Bondurant	Carlisle	Evansdale	Glenwood	Mount Vernon	Osceola	Perry	Polk City	Sergeant Bluff	Windsor Heights	Winterset											
Projected Increase for FY 18-19	4.5% + Mkt Adj			3.00%	3.00%	3.00%	3.00%	2.00%	1.00%	2.50%	3.00%	3.00%	3.00%	3.00%	3.00%											
City Administrator	\$ 11,949.26	\$ 416.00	\$ 100,126.54	\$ 87,197.82	\$ 118,450.00	\$ 94,355.21		\$ 64,242.05	\$ 98,663.70	\$ 90,314.72	\$ 97,850.00	\$ 139,404.32	\$ 108,048.81	\$ 117,265.50	\$ 92,715.45	\$ 100,719.51	\$ (592.97)	\$ 108,048.81	\$ (7,922.28)		\$ 100,719.51	\$ (592.97)	\$ 108,048.81	\$ (7,922.28)	-7.33%	
Finance Director	\$ 6,488.28	\$ 208.00	\$ 61,991.32		\$ 63,029.41						\$ 61,800.00	\$ 77,295.32	\$ 81,954.51	\$ 65,014.13		\$ 68,514.11	\$ (6,522.80)	\$ 77,295.32	\$ (15,304.00)		\$ 68,514.11	\$ (6,522.80)	\$ 77,295.32	\$ (15,304.00)	-19.80%	
City Clerk	\$ 4,028.31	\$ 520.00	\$ 49,621.91	\$ 57,373.47	\$ 43,726.38	\$ 59,472.20	\$ 48,189.58	\$ 33,945.60	\$ 74,441.89	\$ 45,719.14	\$ 49,440.00	\$ 58,121.87	\$ 57,818.21			\$ 52,533.66	\$ (2,911.75)	\$ 57,818.21	\$ (8,196.29)		\$ 52,533.66	\$ (2,911.75)	\$ 57,818.21	\$ (8,196.29)	-14.18%	
Building Inspector & Code Compliance Officer	\$ 6,482.14	\$ 1,144.00	\$ 62,784.86				\$ 42,612.13	\$ 41,498.50		\$ 47,330.40	\$ 42,188.80		\$ 63,338.55	\$ 63,963.00	\$ 63,986.18	\$ 53,462.80	\$ 9,322.06	\$ 63,338.55	\$ (553.69)		\$ 53,462.80	\$ 9,322.06	\$ 63,338.55	\$ (553.69)	-0.87%	
Director of Parks & Recreation	\$ 4,341.02	\$ 1,144.00	\$ 57,507.66	\$ 31,021.95	\$ 35,306.75			\$ 49,199.50	\$ 55,039.78	\$ 60,710.83	\$ 52,736.00		\$ 64,237.10		\$ 63,467.57	\$ 52,136.39	\$ 5,371.26	\$ 60,710.83	\$ (3,203.17)		\$ 52,136.39	\$ 5,371.26	\$ 60,710.83	\$ (3,203.17)	-5.28%	
Chief of Police	\$ 7,196.40	\$ 2,288.00	\$ 80,515.52	\$ 67,721.26		\$ 84,624.80	\$ 60,100.50	\$ 69,333.89	\$ 81,813.03	\$ 74,669.04	\$ 71,545.07	\$ 85,696.00	\$ 81,112.52	\$ 94,250.55	\$ 76,472.35	\$ 77,321.21	\$ 3,194.31	\$ 81,813.03	\$ (1,297.51)		\$ 76,472.35	\$ 3,194.31	\$ 81,813.03	\$ (1,297.51)	-1.59%	
Public Works Director	\$ 5,036.44	\$ 1,144.00	\$ 73,656.92	\$ 76,119.47	\$ 66,950.00	\$ 72,100.00	\$ 55,150.32	\$ 62,947.87	\$ 72,489.97	\$ 63,814.22	\$ 67,332.27	\$ 84,269.45	\$ 86,317.44	\$ 81,821.47	\$ 62,174.92	\$ 71,164.95	\$ 2,491.97	\$ 73,656.92	\$ -		\$ 71,164.95	\$ 2,491.97	\$ 73,656.92	\$ -	0.00%	
Library Director	\$ 3,273.45	\$ 1,976.00	\$ 55,770.65		\$ 61,915.36	\$ 50,354.64		\$ 41,986.46		\$ 35,788.99	\$ 51,889.06	\$ 53,560.00			\$ 61,532.20	\$ 51,599.60	\$ 4,171.06	\$ 55,770.65	\$ -		\$ 51,599.60	\$ 4,171.06	\$ 55,770.65	\$ -	0.00%	

Longevity:

Adel - Employees receive \$104.00 multiplied by full years of service on payroll following anniversary date.

Asbury - Employees receive longevity on payroll following anniversary date.

After 05 years of continuous service	\$ 500.00	per year
After 10 years of continuous service	\$ 1,000.00	per year
After 15 years of continuous service	\$ 1,500.00	per year
After 20 years of continuous service	\$ 2,000.00	per year
After 25 years of continuous service	\$ 2,500.00	per year
After 30 years of continuous service	\$ 3,000.00	per year

Bondurant - Employees do not receive longevity.

Carlisle - The hourly rates for salaried employees are calculated using 2080 hours & increased by the following.

After 05 years of service	\$ 0.05	per hour
After 10 years of service	\$ 0.10	per hour
After 15 years of service	\$ 0.15	per hour
After 20 years of service	\$ 0.20	per hour

Evansdale - Full-time employees receive longevity according to the following schedule. Payments are made in equal amounts on each paycheck.

After 04 years of employment	\$ 25.00	per month
After 10 years of employment	\$ 35.00	per month
After 15 years of employment	\$ 45.00	per month
After 20 years of employment	\$ 55.00	per month
After 25 years of employment	\$ 65.00	per month
After 30 years of employment	\$ 75.00	per month

Glenwood - Employees receive longevity according to the following schedule.

After 05 years of service	\$ 600.00	per year
After 10 years of service	\$ 700.00	per year
After 15 years of service	\$ 850.00	per year
After 20 years of service	\$ 1,000.00	per year

Mount Vernon - Employees do not receive longevity.

Osceola - Employees do not receive longevity.

Perry - Full-time employees receive longevity according to the following schedule.

After 05 years of service	\$ 30.00	per month
After 10 years of service	\$ 50.00	per month
After 15 years of service	\$ 70.00	per month
After 20 years of service	\$ 90.00	per month

Polk City - Employees do not receive longevity.

Sergeant Bluff - Longevity is given to hourly employees only.

Winterset - Longevity is not given to supervisory employees. Union employees receive 5 cents per hour for every 5 years of service.

FY 18-19

	FY18 BASE	FT Hire Date	Yrs/ Cert	FY18 BASE + % Increase (Includes Longevity)	STREET	WATER	SEWER	STORM WATER	PARKS	FINANCE	LIBRARY	POLICE	FIRE	TOTAL
Full-Time Regular Employees														
Police Officer Chang	\$ 42,698.02	11/22/17	1	\$ 46,063.39	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 46,063.39
Police Officer Deeth	\$ 45,066.78	12/22/14	4	\$ 47,094.79	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 47,094.79
Police Officer Delaney	\$ 42,698.02	11/14/17	1	\$ 46,166.53	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 46,166.53
Police Officer Gillett	\$ 45,066.78	02/29/16	3	\$ 47,094.79	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 47,094.79
Police Officer Keller	\$ 51,979.20	02/03/00	19	\$ 54,318.26	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 54,318.26
Police Officer Wright	\$ 47,452.43	03/04/02	17	\$ 49,587.79	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 49,587.79
Police Officer New (Sparling)	\$ 42,698.02	01/01/17	1	\$ 45,857.11	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ 45,857.11
	\$ 317,659.25			\$ 336,182.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336,182.65	\$ -	\$ 336,182.65

4.50% Police Union
 \$ - Longevity Per Year of Service
 Received ?? increase per collective bargaining agreement

J. Thom
 2/6/18
Jodi Willey

Option 1

25-228

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

Resolution No.: _____

The City of: Adel

County Name: DALLAS

Date Budget Adopted: _____

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

(515) 993-4525

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2017 Property Valuations

With Gas & Electric

Without Gas & Electric

Last Official Census

Regular DEBT SERVICE Ag Land

Table with 4 rows (2a-4a) and 2 columns (With Gas & Electric, Without Gas & Electric)

Table with 1 row and 1 column (Last Official Census: 3,682)

TAXES LEVIED

Main table with columns: Code Sec., Dollar Limit, Purpose, (A) Request with Utility Replacement, (B) Property Taxes Levied, (C) Rate. Includes sub-totals for General Fund, Special Revenue, and Property Taxes.

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published...
2) Budget hearing notices were published or posted not less than 10 days...
3) Adopted property taxes do not exceed published or posted amounts.
4) Adopted expenditures do not exceed published or posted amounts...
5) Number of the resolution adopting the budget has been included at the top of this form.
6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

Option 2

Adoption of Budget and Certification of City Taxes

25-228

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

Resolution No.: _____

The City of: Adel

County Name: DALLAS

Date Budget Adopted: _____

(Date) xx/xx/xx

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

(515) 993-4525

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2017 Property Valuations

	With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	2a <u>129,514,415</u>	2b <u>126,928,924</u>	3,682
DEBT SERVICE	3a <u>152,471,976</u>	3b <u>149,886,485</u>	
Ag Land	4a <u>1,000,297</u>		

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 <u>1,049,067</u>	<u>1,028,124</u>	43 <u>8.10000</u>
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 <u>42,882</u>	<u>42,026</u>	52 <u>0.33110</u>
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 <u>1,091,949</u>	<u>1,070,150</u>	
384.1	3.00375	Ag Land	26 <u>3,005</u>	<u>3,005</u>	63 <u>3.00375</u>
Total General Fund Tax Levies (25 + 26)			27 <u>1,094,954</u>	<u>1,073,155</u>	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 <u>34,969</u>	<u>34,271</u>	64 <u>0.27000</u>
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 <u>173,595</u>	<u>170,129</u>	1.34035
Rules	Amt Nec	Other Employee Benefits	31 <u>324,923</u>	<u>318,437</u>	2.50878
Total Employee Benefit Levies (29,30,31)			32 <u>498,518</u>	<u>488,566</u>	65 <u>3.84913</u>
Sub Total Special Revenue Levies (28+32)			33 <u>533,487</u>	<u>522,837</u>	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
	SSMID 1 (A)	(B)	34	0	66 0
	SSMID 2 (A)	(B)	35	0	67 0
	SSMID 3 (A)	(B)	36	0	68 0
	SSMID 4 (A)	(B)	37	0	69 0
	SSMID 5 (A)	(B)	555	0	565 0
	SSMID 6 (A)	(B)	556	0	566 0
	SSMID 7 (A)	(B)	1177	0	### 0
	SSMID 8 (A)	(B)	1185	0	### 0
Total Special Revenue Levies			39 <u>533,487</u>	<u>522,837</u>	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 <u>301,857</u>	<u>296,738</u>	70 <u>1.97975</u>
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 <u>1,930,298</u>	<u>1,892,730</u>	72 <u>14.52998</u>

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)



The Adel Planning and Zoning meet at City Hall on Wednesday, January 10, 2018

At 6:00 **PM.**

Commissioners present were: Tom Waltz, Kent McAdon, Rebecca Reed, Melody Marshall, Todd Cook, Susan Way and Code Compliance Officer Steve Nichols. Absent: Ed Origer.

Minutes for January 10, 2018 Public Hearing Meeting

- I. **Discussion / Possible Action on the Request by Peak Development to rezone 21.09 acres, Parcel ID # 1130277003 from the current zoning R-3 Single Family Residential District (low density) to R-1 Single Family Residential District (high density). *Erin Ollendike from CDA present a conceptual plat for this area and a Architect for Peak Development presented several different floor plans to the Board to show what would be built in this area. After several minutes of debate from the public and discussion from the members, it was recommended to leave the zoning as R-3 and not recommending the change to R-1. Motion by Waltz to send to Council for a public hearing and leave as R-3 and second by Marshall. Motion passed unanimously.***
- II. **Discussion / Possible Action on the Request by KKK Events LLC (Kendra Kasischke) to rezone Parcel ID # 1134100018 known as Parcel A from the current zoning of C-3 Highway Commercial District to R-1 Single Family Residential (High Density). *There was very little said about this. This would be a continuation of the R-1 zoning with Eagle Vista and still leave frontage for the C-3 designation for the KKK Event Center. Motion by Waltz to send to Council for a public hearing and recommend the Zoning change from C-3 (Highway Commercial District) to R-1 (Single Family Residential-High Density) and second by Marshall. Motion passed unanimously.***
- III. **Other Business: *Doug Nichols asked about zoning on 24964 288th Trail and 24524 288th Trail. Nichols explained the reasoning behind the accessory buildings and there use as far as being personal property and not commercial. Board recommended that Nichols should pursue home occupation permit for 24964 288th Trail through the Board of Adjustment. 24524 288th Trail is classified as a residential which is not completed yet and houses his own equipment. This will be addressed at a later date when completed.***

Please note that item (I) would require a vote of 75% to change Boards recommendation at the Public Hearing. Public Hearing should be set.

Full Recorded minutes are available at City Hall

Respectfully
Steve Nichols



The Adel Planning and Zoning meet at City Hall on Wednesday, June 14, 2017
At 6:00 PM.

Commissioners present were: Tom Waltz, Kent McAdon, Rebecca Reed, Melody Marshall, Todd Cook, Susan Way and Code Compliance Officer Steve Nichols.
Absent: Ed Origer.

Minutes for June 14, 2017 Public Hearing Meeting

- I. Discussion / Possible Action on Sub-division changes for the current Sub-division code. *This is all that has been discussed on the regulations and put in a form to show changes. Fees structure will be created on the schedule that can be approved and changed by resolution. By approving this, it will be sent to City Council set set a public hearing. We will look at Urbandale's rock road code and add to our sub division and we will also add 8 foot trails in the sidewalk section.***
Motion to approve and send to Council for public hearing by Cook and second by Waltz. Passed unanimously
- II. Discussion / Possible Action on the Request by Peak Development to rezone 21.09 acres, Parcel ID # 1130277003 from the current zoning R-3 Single Family Residential District (low density) to R-1 Single Family Residential District (high density). *After several minutes of debate from the public and discussion from the members, it was recommended to leave the zoning as R-3 and not recommending the change to R-1.*** Motion by Marshall to send to Council for a public hearing and leave as R-3 and second by Waltz. Motion passed unanimously.
- III. Discussion / Possible Action on Amending the current Zoning code to reflect side yard setbacks in an R-1 from the current 8 feet of side yard to read as 15 feet of total side yard with the minimum of 7 feet on any one side yard. *It was explained that most houses that have 3 car garages are 50 foot of frontage. Waukee, West Des Moines and Desoto all allow 15 foot of side yard setbacks with the minimum of being 7 foot on any one side.*** Motion by Waltz to send to council to set a public hearing to Amend our current zoning code to reflect 15 foot of side yard setbacks with the minimum of 7 feet on anyone side in the R-1 District and second by Cook. Passed with a 5 ayes and 1 no vote.

Full Recorded minutes are available at City Hall

Respectfully
Steve Nichols

THE ADEL



FRONT ELEVATION



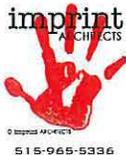
LOWER FLOOR

MAIN FLOOR

UPPER FLOOR



MAIN FLOOR: 1,094 sq. ft.
 LOWER FLOOR: 770 sq. ft.
 UPPER FLOOR: 436 sq. ft.
 TOTAL : 2,300 sq. ft.



515-225-4817

515-965-5336

THE BRICKYARD



FRONT ELEVATION



LOWER FLOOR

MAIN FLOOR

UPPER FLOOR



MAIN FLOOR: 804 SQ. FT.
 LOWER FLOOR: 533 SQ. FT.
 UPPER FLOOR: 870 SQ. FT.
 TOTAL : 2,207 SQ. FT.



515-225-4817



© Imprint Architects
 515-965-5336

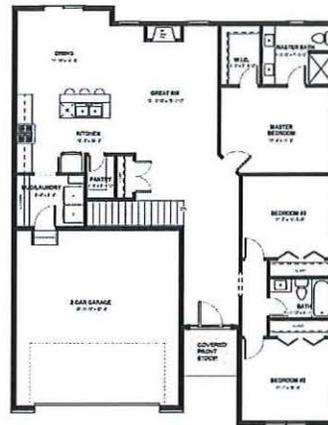
THE SUMMIT



FRONT ELEVATION



LOWER FLOOR



MAIN FLOOR



MAIN FLOOR: 1,548 sq. ft.
 LOWER FLOOR: 806 sq. ft.
 TOTAL : 2,354 sq. ft.



515-225-4817



© 2018 PEAK
 515-965-5336

PLAT MAP

BRICKYARD SUMMIT
ADEL, IOWA

DEVELOPER:
PEAK
DEVELOPMENT CORPORATION

CONTACT
TRAVIS M. SISSON
515-453-8502

VICINITY MAP

CIVIL DESIGN ADVANTAGE
CA

LOT NUMBER	LOT SIZE (SF)	LOT SIZE (AC)	LOT WIDTH	TYPE
1	20,417 SF	.47 ACRES	84'-0"	FLAT
2	13,329 SF	.31 ACRES	65'-0"	FLAT
3	10,889 SF	.25 ACRES	65'-0"	FLAT
4	9,446 SF	.22 ACRES	65'-0"	FLAT
5	8,837 SF	.20 ACRES	65'-0"	FLAT
6	8,874 SF	.20 ACRES	65'-0"	FLAT
7	9,038 SF	.21 ACRES	65'-0"	DAYLIGHT
8	16,261 SF	.37 ACRES	74'-0"	WALKOUT
9	16,261 SF	.37 ACRES	66'-0"	WALKOUT
10	8,894 SF	.20 ACRES	65'-0"	WALKOUT
11	8,947 SF	.21 ACRES	65'-0"	WALKOUT
12	8,775 SF	.20 ACRES	65'-0"	WALKOUT
13	8,775 SF	.20 ACRES	65'-0"	WALKOUT
14	8,775 SF	.20 ACRES	65'-0"	WALKOUT
15	8,775 SF	.20 ACRES	65'-0"	DAYLIGHT
16	9,450 SF	.22 ACRES	70'-0"	FLAT
17	9,450 SF	.22 ACRES	70'-0"	FLAT
18	9,554 SF	.22 ACRES	70'-0"	FLAT
19	10,318 SF	.24 ACRES	75'-0"	FLAT
20	17,620 SF	.40 ACRES	85'-0"	WALKOUT
21	13,981 SF	.32 ACRES	80'-0"	WALKOUT
22	11,202 SF	.26 ACRES	80'-0"	FLAT
23	11,471 SF	.26 ACRES	85'-0"	FLAT
24	8,763 SF	.20 ACRES	65'-0"	DAYLIGHT
25	8,775 SF	.20 ACRES	65'-0"	WALKOUT

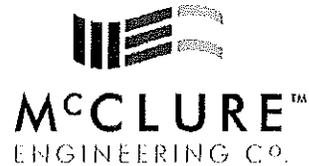
LOT NUMBER	LOT SIZE (SF)	LOT SIZE (AC)	LOT WIDTH	TYPE
26	8,775 SF	.20 ACRES	65'-0"	WALKOUT
27	8,775 SF	.20 ACRES	65'-0"	WALKOUT
28	8,775 SF	.20 ACRES	65'-0"	WALKOUT
29	8,775 SF	.20 ACRES	65'-0"	WALKOUT
30	8,765 SF	.20 ACRES	65'-0"	WALKOUT
31	11,888 SF	.27 ACRES	88'-0"	WALKOUT
32			74'-0"	FLAT
33	9,363 SF	.21 ACRES	65'-0"	FLAT
34	8,793 SF	.20 ACRES	65'-0"	FLAT
35	8,741 SF	.20 ACRES	65'-0"	FLAT
36	8,741 SF	.20 ACRES	65'-0"	FLAT
37	8,741 SF	.20 ACRES	65'-0"	FLAT
38	8,741 SF	.20 ACRES	65'-0"	FLAT
39	8,723 SF	.20 ACRES	65'-0"	FLAT
40	11,053 SF	.25 ACRES	81'-0"	FLAT
41	10,828 SF	.25 ACRES	80'-0"	FLAT
42	11,185 SF	.26 ACRES	80'-0"	FLAT
43	15,608 SF	.36 ACRES	79'-0"	DAYLIGHT
44	9,298 SF	.21 ACRES	65'-0"	WALKOUT
45	9,207 SF	.21 ACRES	65'-0"	WALKOUT
46	9,210 SF	.21 ACRES	65'-0"	WALKOUT
47	9,213 SF	.21 ACRES	65'-0"	WALKOUT
48	9,216 SF	.21 ACRES	65'-0"	WALKOUT
49	9,212 SF	.21 ACRES	65'-0"	WALKOUT
50	11,492 SF	.26 ACRES	103'-0"	WALKOUT



515-225-4817



515-965-5336



1360 NW 121st Street O 515.964.1229
Clive, IA 50325 F 515.964.2370
www.mecresults.com

Agreement for Engineering Services

February 8, 2018

Re: Adel Emergency Water Connection

We are pleased to submit to you on this 8th day of February, 2018, a letter agreement by and between McClure Engineering Company, hereinafter referred to as "Engineer", and the City of Adel, Iowa, hereinafter referred to as "Owner", to provide the following service(s):

In support of the proposed Temporary Water Purchase Agreement between Xenia Rural Water District and the City of Adel, Engineering Services for the permitting, design, bidding and construction of the proposed improvements is necessary. The Engineer proposes to complete services related to the Adel Emergency Water Connection as identified in Sections 1 & 2 below:

Section 1 – Permitting, Design, and Bidding Services

1. Iowa DNR Water Supply Permitting
2. Design Services
3. Land Acquisition, Right-of-Way Negotiation, and Legal Survey
4. Advertising and Coordination of Bidding and Contract Award
5. Additional Services as Requested by Owner

Section 2 – Construction Engineering Services

1. Construction Survey Services
2. Construction Administration
3. Resident Project Representative
4. Additional Services as Requested by Owner

Our fees to complete the above identified services are estimated to be \$15,000. These services are proposed on a Time and Expense basis as shown on the Hourly Rate Schedule attached as Exhibit B. This letter agreement is subject to the attached Exhibits A-D.

If approved, please print and sign two copies of this letter agreement where noted, return one copy to my attention and keep the other copy for your records. If you have any questions, please do not hesitate to contact me at (515) 964-1229.

Engineer: McClure Engineering Company
Clive, Iowa

Owner: City of Adel
Adel, Iowa

By: 
Gary Brons

By (sign): _____
James Peters

Date: 2/8/2018

Date: _____

Title: Project Manager

Title: Mayor

Attachments:

- Exhibit A – Standard Terms and Conditions
- Exhibit B – Standard Hourly Rate Schedule
- Exhibit C – Owners Responsibilities
- Exhibit D – Resident Project Representative Duties and Authority

Cc: File

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Engineer.

(Effective 10/01/11)
(Supersedes 11/01/08)

EXHIBIT 'B'
McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2018)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$70.00
Client Liaison	\$180.00
Engineer I	\$100.00
Engineer II	\$130.00
Engineer III	\$160.00
Engineer IV	\$195.00
Project Manager I.....	\$160.00
Project Manager II.....	\$180.00
Principal	\$210.00
Senior Principal.....	\$265.00
Community Planner I	\$125.00
Community Planner II.....	\$150.00
Engineering Tech I	\$80.00
Engineering Tech II	\$95.00
Engineering Tech III.....	\$110.00
Engineering Tech IV	\$145.00
Land Surveyor I	\$120.00
Land Surveyor II	\$150.00
On-Site Representative I (OSR I).....	\$95.00
On-Site Representative II (OSR II).....	\$135.00
Crew Chief (CC)	\$110.00
Crew Member (CM)	\$80.00
Intern	\$65.00
Survey Crew.....	\$190.00
 <u>EQUIPMENT</u>	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
 <u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage.....	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.535/Mile
Printing.....	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	At Cost + 10%

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

C-1

(Effective 10/01/11)
{Supersedes 11/01/08}

EXHIBIT 'D'

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more frequent on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the direction of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples that are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

D-1

(Effective 11/01/08)
(Supersedes 02/15/05)

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon occurrence of any accident.
10. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by ENGINEER.

Resolution No. 18-07

A RESOLUTION AUTHORIZING THE EXECUTION OF A 28E AGREEMENT WITH XENIA RURAL WATER DISTRICT FOR TEMPORARY WATER PURCHASE

WHEREAS, the XENIA RURAL WATER DISTRICT, a rural water district organized under Chapter 357A, Iowa Code (the “Seller”), and the CITY OF ADEL, an Iowa municipal corporation, acting under Chapters 384 and 388 of the Code of Iowa, and existing for, among other things, the purposes of operating and maintaining a water works system in and around the City of Adel, Iowa (the “Purchaser” or the “City”); and

WHEREAS, the Seller operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller’s system and of supplying water to the purchaser pursuant to the 28E Agreement. Purchaser is authorized under Section 384.84(7)(a)(5), Code of Iowa, to contract for a period not to exceed forty (40) years for the purchase of water on a wholesale basis and Purchaser desires to contract with Seller for the purchase of potable water on a temporary basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that the Mayor is hereby authorized and directed to execute the proposed 28E Agreement (Exhibit A) with Xenia Rural Water District, and such Agreement shall be filed with the Secretary of State and recorded with the Dallas County Recorder pursuant to Iowa Code 28E (2017).

Passed and approved this 13th day of February, 2018.

Shirley McAdon, Mayor Pro Tem

Attest: _____
Jackie Steele, City Clerk

**TEMPORARY WATER PURCHASE AGREEMENT
BETWEEN
XENIA RURAL WATER DISTRICT
AND THE
CITY OF ADEL**

THIS AGREEMENT is entered into as of the ___ day of _____, 2018, and is by and between **XENIA RURAL WATER DISTRICT**, a rural water district organized under Chapter 357A, Iowa Code (the “Seller”), and the **CITY OF ADEL**, an Iowa municipal corporation, acting under Chapters 384 and 388 of the Code of Iowa, and existing for, among other things, the purposes of operating and maintaining a water works system in and around the City of Adel, Iowa (the “Purchaser” or the “City”).

RECITALS:

A. Seller operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller’s system and of supplying water to the purchaser pursuant to this Agreement. Purchaser is authorized under Section 384.84(7)(a)(5), Code of Iowa, to contract for a period not to exceed forty (40) years for the purchase of water on a wholesale basis and Purchaser desires to contract with Seller for the purchase of potable water on a temporary basis as described below.

B. By Resolution duly enacted by the Board of Directors of the Seller on the ___ day of February, 2018, the sale of water by the Seller to the Purchaser pursuant to the terms hereinafter set forth has been approved and authorized. By a Resolution duly enacted by the City Council of the Purchaser, on the ___ day of _____, 2018, the purchase of water by the Purchaser from the Seller pursuant to the terms hereinafter set forth has been approved and authorized.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements hereinafter set forth, the Purchaser and Seller agree as follows:

1. Quantity and Quality. Seller will furnish to the Purchaser at the connection point hereinafter specified during the term of this Agreement or any renewal or extension hereof, potable treated water meeting all applicable purity standards of regulatory agencies exercising jurisdiction over purity standards of potable water and the distribution thereof, in such quantity as may be required by the Purchaser if and only if and when such water is requested by the Purchaser there is available from the Seller a supply of water in the amount requested by the Purchaser without causing hardship to other customers or members of the Seller (that is, if the Seller has excess water available for sale when Purchaser requests such water, after first fully allowing for existing and future obligations to others by Seller), but in no event more than 813,000 gallons over any twenty-four hour period except in the case of fire or other emergency, and, further subject to the limitations hereinafter set forth. In the event the Seller exceeds purchased capacity from Des Moines Water Works due to the request of the Purchaser, the Purchaser will be responsible for the Purchaser’s portion of

TEMPORARY WATER PURCHASE AGREEMENT

corresponding penalty incurred by the Seller. The penalty assessed will be calculated by the Seller's average annual water consumption from Des Moines Water Works multiplied by the penalty rate assessed to the Seller by Des Moines Water Works.

2. Point of Delivery. Seller will furnish water to a point of delivery detailed in Exhibit A attached to this Agreement and made a part hereof from an existing ___-inch main located at _____. Emergency failures of pressure or supply due to main supply line breaks, power failure, floods, use of water to fight fire, earthquake, or other catastrophe shall excuse Seller from providing water under this Agreement for such reasonable period of time as may be necessary to restore and stabilize water services and pressure.

3. Notice of Intended Use. Purchaser shall provide Seller notice at least one week in advance of its intended purchases of water except in sudden emergency circumstances.

4. Limitation on Resale of Water. Purchaser agrees that it is acquiring water under this Agreement for the sole purpose of providing water service at retail to the customers of the City water utility based upon a retail rate schedule duly adopted and uniformly applied or for direct use by the Purchaser. Purchaser shall not sell at wholesale any water delivered to it under this Agreement to any customer of the Purchaser for resale by that customer unless such resale is specifically preapproved in writing by Seller which approval shall not be unreasonably withheld.

5. Billing Procedures. Seller shall read the meter on the first day of each month after the delivery of water to Purchaser and calculate the amount owed in accordance with this Agreement. Seller will mail to the Purchaser at its office located in the City or at such other location as the Purchaser may designate in writing, promptly after determining the amount owed in accordance, an itemized statement of the amount of water furnished since the date of the most recent prior reading and the amount owed.

6. Rates and Payment Date. Purchaser will pay Seller within twenty days after receipt of Seller's statement. The initial rate pursuant to this Agreement shall be \$5.09 per 1,000 gallons. Seller may amend the rate applicable to this Agreement from time to time and Seller's reasonable judgment shall be final as to the establishment of rates. No rate increase shall be effective unless Seller shall have given Purchaser thirty (30) days' prior notice of such increase.

7. Connection Fee. Purchaser agrees to pay to Seller a non-refundable one-time connection fee for any costs for the connection. The fee will be calculated based on any labor, materials, equipment, etc. provided by Xenia to construct the connection. The Connection Fee shall be due and payable in full at the time of connection to Purchaser.

8. Term of Contract. Unless sooner terminated by the Purchaser or the Seller in accordance with paragraph 11 hereof or nullified pursuant to paragraph 15 hereof, this Agreement shall terminate forty (40) years from the date of this Agreement and thereafter

TEMPORARY WATER PURCHASE AGREEMENT

may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and the Purchaser.

9. Failure to Deliver. Notwithstanding any indication to the contrary contained anywhere in this Agreement, the Seller shall be obligated to deliver water to the Purchaser if and only if there is available from the Seller a supply of water in the amount and when requested by the Purchaser without causing hardship to other customers or members of the Seller (that is, if the Seller has excess water available for sale at the time the Purchaser requests such water, after first fully allowing for existing and any future obligations to others by Seller.

10. No Set Aside or Transfer of Interest by Seller. The parties acknowledge and agree that the Seller is not bound to set aside any part of its system capacity for the benefit of the Purchaser under this Agreement and that the Purchaser is not acquiring any interest or right in any part of the Seller's water distribution or transmission system or other facilities or property.

11. Termination of Agreement. Either party may terminate this Agreement for any reason whatsoever by giving the other party 120 days written notice of termination. Upon termination of this Agreement the parties shall have no further obligation to the other party hereunder except payment to Seller for all water purchased prior to the termination of this Agreement.

12. Regulatory Agencies. This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Iowa; and, the Seller and the Purchaser shall cooperate in obtaining such permits, certificates, or the like as may be required to comply therewith. All required permits, certificates, or the like that are required solely because of the transactions contemplated by this Agreement shall be at the cost of Purchaser.

13. Successor to the Seller. If Seller shall become incapable of performing under this Agreement due to legal process, assignment, or otherwise, Seller's successor in interest shall succeed to the rights and shall assume the obligations of Seller hereunder.

14. Contract not Assignable. This Contract is not assignable by Purchaser.

15. Miscellaneous. If any of the foregoing clauses are declared to be void or invalid in a final decision of a court of competent jurisdiction, the parties agree to revise the Agreement or otherwise perform in a manner that effectuates the original mutual intentions of the parties to the maximum extent possible. The provisions of this Paragraph 15 shall in no way impact or render invalid any of the other clauses or provisions of this Agreement. This Agreement and the execution and delivery hereof have been duly authorized by all appropriate action on the part of the Seller and the Purchaser.

TEMPORARY WATER PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

Dated as of the ___ day of _____, 2018

CITY OF ADEL (Purchaser)

By: _____
Mayor

Attest:

By: _____
City Clerk

STATE OF IOWA)
) ss.
DALLAS COUNTY)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and, who being by me duly sworn, did say that he is the Mayor of the City of Adel; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2018, and that _____ acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa

TEMPORARY WATER PURCHASE AGREEMENT

Dated as of the ____ day of _____, 2018.

XENIA RURAL WATER DISTRICT
(Seller)

By: _____
Amy Kahler, Chair, Board of
Directors

By: _____
Michael Schrum, Secretary, Board of
Directors

STATE OF IOWA)
) ss.
DALLAS COUNTY)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Amy Kahler and Michael Schrum, to me personally known, and, who being by me duly sworn, did say that such persons are respectively, the Chair and the Secretary of the Xenia Rural Water District Board of Directors, the aforesaid corporation executing the within and foregoing instrument, and, that the aforesaid Chair and Secretary, as said directors of such corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officers voluntarily executed.

Notary Public, State of Iowa

TEMPORARY WATER PURCHASE AGREEMENT

Exhibit A

Description of Point of Delivery

00902806-1\17983-035

ORIGINAL

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.
Date of Meeting: January 9, 2018
Time of Meeting: 6:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Storm Water Utility Improvements – Phase 1

- Resolution approving construction contract and bond.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, Adel, Iowa

January 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Storm Water Utility Improvements – Phase 1, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Section 1:

Contractor: _____ of _____

Date of contract: _____

Bond surety: _____

Date of bond: _____

Portion of project: _____

Section 2:

Contractor: _____ of _____

Date of contract: _____

Bond surety: _____

Date of bond: _____

Portion of project: _____

Section 3:

Contractor: _____ of _____

Date of contract: _____

Bond surety: _____

Date of bond: _____

Portion of project: _____

PASSED AND APPROVED, this _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

Resolution No. 18-09

A RESOLUTION AUTHORIZING THE EXECUTION OF A 28E AGREEMENT BETWEEN THE CITY OF ADEL AND DALLAS COUNTY

WHEREAS, the City of Adel, Iowa (the “City”) and Dallas County, Iowa (the “County”) desire to enter into an Agreement pursuant to Chapter 28E, Iowa Code (2017), in order to extend sanitary sewer service to the East Annex Sanitary Service Area, as such area is more closely depicted on the attached Exhibit A; and

WHEREAS, the extension of sanitary sewer service to the East Annex Sanitary Service Area will allow for expanded city sewer service to the proposed Dallas County Public Safety Facility and surrounding area, and eliminate the need for continued maintenance and upgrade of the county pump station and lagoon facility currently providing county sewer service to the area; and

WHEREAS, to meet the objective stated above the City intends to design and construct a sanitary pump station facility, approximately 12,000 LF of gravity and force sewer main, and associated appurtenances thereto; and

WHEREAS, the parties desire to share in the proposed cost of such improvements as further described below following design, bidding and construction as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that the Mayor is hereby authorized and directed to execute the proposed 28E Agreement with Dallas County, Iowa, and such attached Agreement shall be filed with the Secretary of State and recorded with the Dallas County Recorder pursuant to Iowa Code 28E (2017).

Passed and approved this 13th day of February, 2018.

Shirley McAdon, Mayor Pro Tem

Attest: _____
Jackie Steele, City Clerk

**CHAPTER 28E AGREEMENT
BY AND BETWEEN
THE CITY OF ADEL, IOWA AND DALLAS COUNTY, IOWA**

THIS CHAPTER 28E AGREEMENT (hereinafter "this Agreement") is made and entered into by and between the CITY OF ADEL, IOWA (the "City"), and DALLAS COUNTY, IOWA (the "County") (each a "party" and collectively "the parties") as of the date set forth below.

**PREAMBLE
WITNESSETH:**

WHEREAS, the City and the County desire to enter into an Agreement pursuant to Chapter 28E, Iowa Code (2017), in order to extend sanitary sewer service to the East Annex Sanitary Service Area, as such area is more closely depicted on the attached Exhibit A; and

WHEREAS, the extension of sanitary sewer service to the East Annex Sanitary Service Area will allow for expanded city sewer service to the proposed Dallas County Public Safety Facility and surrounding area, and eliminate the need for continued maintenance and upgrade of the county pump station and lagoon facility currently providing county sewer service to the area; and

WHEREAS, to meet the objective stated above the City intends to design and construct a sanitary pump station facility, approximately 12,000 LF of gravity and force sewer main, and associated appurtenances thereto; and

WHEREAS, the parties desire to share in the proposed cost of such improvements as further described below following design, bidding and construction as provided herein.

NOW THEREFORE, in consideration of the mutual undertakings hereby provided, the City and the County do hereby agree as follows:

**Part I - Joint Exercise of Powers Under
Chapter 28E of the Code of Iowa.**

1. Purpose. Pursuant to Chapter 28E, Code of Iowa (2017), the parties agree that the purpose of this Agreement is to provide for the design, construction, and financing of the initial construction of certain sewer utility facilities generally described in the attached Exhibit C, at an estimated cost as set forth in the attached Exhibit D (hereinafter referred to as the "East Annex Sewer Extension Improvements"). The East Annex Sewer Extension Improvements will provide expanded sewer service to the area identified on the attached Exhibit A as the "East Annex Sanitary Service Area." Sewer customers expected to be served by the East Annex Sewer Extension Improvements include the proposed Dallas County Public Safety Facility, existing customers currently being serviced by the County's Ortonville sewer collection system (shown in red on Exhibit B) (the "Ortonville Customers"), and new users both inside and outside the City limits who build on land that is currently undeveloped (shown in blue on Exhibit B).

2. Scope. The East Annex Sewer Extension Improvements shall consist of the construction of a sanitary pump station facility, approximately 12,000 LF of gravity and force sewer main, and associated appurtenances thereto, as generally described in Exhibit C. The East Annex Sewer Extension Improvements shall be designed, bid, constructed, and owned by the City as provided in Part II, but the costs thereof shall be divided as described in Part IV.

3. Duration. The term of this Agreement will commence upon the date that the Agreement is filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8 following approval and execution by both parties (the "Effective Date"). The Agreement will thereafter remain in effect until it is terminated pursuant to the termination provisions set forth herein. All filings shall be done in the manner required by Chapter 28E of the Iowa Code (2017).

4. Designated Administrator. The parties agree that the City Administrator of the City ("the City Administrator") and the Director of Finance and Operations of the County (the "County Operations Director") shall be designated the administrator of this Agreement as provided by Section 28E.6 of the Code of Iowa. Each party shall otherwise separately administer its own activities. No joint budget will be established or maintained for purposes of carrying out the terms of this Agreement.

5. No Entity. No separate entity is created hereby and the parties do not intend to jointly acquire or hold real or personal property pursuant to this Agreement.

Part II - Responsibilities.

1. City Responsibilities. The City shall be responsible for the design of the East Annex Sewer Extension Improvements in conformance with the City's current standard specifications, and for obtaining all required easements, permits, permissions and other things required for the proper construction of the project. Such design may provide for such number of separate contracts as the City shall determine in its sole discretion that best provide for the efficient construction of the East Annex Sewer Extension Improvements, and shall cause to be prepared detailed Plans and Specifications and an Engineer's cost estimate. The Plans and Specifications shall provide for a separate description and cost estimate for the demolition of the existing pump station and lagoon facility, for which the County will be solely responsible for the actual final costs of demolition.

2. Construction of East Annex Sewer Extension Improvements. The City shall contract, in its sole name, for the construction of the East Annex Sewer Extension Improvements, including a public bidding process in accordance with law. The City shall be solely responsible for execution of the underlying contracts, and for contract administration, supervision and inspection of the East Annex Sewer Extension Improvements. Upon request by the City's contractor(s) for final acceptance of improvements for the East Annex Sewer Extension Improvements and for final payment, the City agrees to forward the contractor's request for final acceptance and for final payment, together with all supporting detail, to the County so that the County can inspect the pump station and lagoon facility demolition. The County will thereafter conduct a final inspection of such demolition and develop a punch list of items for completion, if

any. The City agrees that it will not accept such improvements as complete, or authorize final payment of any contractor, without affording qualified personnel designated by the County the opportunity to participate in such inspection and to comment and offer suggestions regarding the punch list of items for completion as they relate to the pump station and lagoon demolition. In the event that County objects to the acceptance of such improvements or to final payment to the contractor because of unacceptable or remaining work as it relates to the pump station and lagoon facility, the County shall notify the City of its specific objections in writing not more than fifteen (15) business days after receipt of the final payment request from the City.

3. Connection Fee District. The City is responsible for proposing a connection fee district for the collection of connection fees within the East Annex Sanitary Service Area in accordance with Iowa law and Iowa Code 384.38(3). Upon adoption of an ordinance establishing the connection fee district, the City shall take proper steps to ensure connection fees are collected as utility connection applications as filed.

Part III – Ownership and Use of East Annex Sewer Extension Improvements and Other Facilities.

1. City Ownership. The City shall have and shall maintain all ownership of the East Annex Sewer Extension Improvements during the term of this Agreement and thereafter. The City shall have sole responsibility for maintenance, repair, improvement, and the costs thereof to operate the facilities which it owns during the period of its ownership.

2. Easements. The Parties agree to work together, to the extent possible, to grant access and use of rights of way (ROW) and easements within each party’s jurisdiction for the installation of sanitary sewer lines deemed necessary for construction of the East Annex Sewer Extension Improvements.

Part IV – Participation and Cost Reimbursement.

1. Cost Share. The County agrees to reimburse the City for certain costs associated with the East Annex Sewer Extension Improvements. The County shall be responsible for, and shall reimburse the City for, the following costs:

<u>Cost Allocated to the County</u>	<u>Amount</u>
Service to the Public Safety Facility	\$600,000
Demolition of the existing Pump Station & Lagoon Facility	Actual Cost
Dallas County Property Connection Fee	\$0 (waived)
Connection Fees of existing Ortonville Customers	\$359,170*

a. Service to the Public Safety Facility. The County shall reimburse the City \$600,000 in exchange for the City extending sewer service to the proposed County Public Safety Facility.

b. Demolition of the existing Pump Station & Lagoon Facility. The County shall reimburse the City for actual final construction costs for demolition of the existing County Pump

Station & Lagoon Facility, as such demolition project is separately delineated in the plans and specifications prepared for the East Annex Sewer Extension Improvements. Included in this cost shall be fees incurred by the City from McClure Engineering for costs associated with preparing plans and specifications for demolition of the County Pump Station & Lagoon Facility, which shall be paid by the County to the City along with final construction costs. If the bid alternate for the demolition work is not accepted, the County shall still reimburse the City for the fees incurred by the City from McClure Engineering for the demolition project as described above within 30 days of invoice.

- c. Dallas County Property Connection Fee. The City shall not require the County to pay a connection fee for connection of the proposed Public Safety Facility to the East Annex Sewer Extension Improvements (otherwise estimated to be \$243,250).
- d. Connection Fees of Ortonville Customers. In order to connect existing customers served by the County's Ortonville sewer collection system to the East Annex Sewer Extension Improvements and cease operation of the existing County sewer facilities currently servicing the area, the County shall pay the connection fees for the existing customers currently being serviced by the County (consisting of 51.31 acres as shown in red on the attached Exhibit B). For example, if the connection fee is \$7,000 per acre, the County will pay \$359,170 to the City. The actual amount to be paid will depend on the final connection fee, as determined by final "As Built" construction costs.

2. Invoice. After final acceptance of the East Annex Sewer Extension Improvements, the City will invoice the County for final payment supported by documentation evidencing acceptance and project costs to be paid by each party. The County agrees to make payment of such invoice within 30 business days of receipt of the invoice.

3. Connection Fee Rebate. In consideration of the County's contribution towards the construction of the East Annex Sewer Extension Improvements and transfer of the existing and future East Annex service area to the City, the City agrees to rebate \$2,000 per acre (subject to annual increase as described in the following sentence) to the County on connection fees collected within the 35.71 acres of undeveloped land within the existing Ortonville Business Park service area (as further identified in blue on the attached Exhibit B) for a period beginning upon connection of the Ortonville sewer collection system to the Adel East Annex Sewer Extension Improvements (in service date), and ending on a date five (5) years following such connection. The \$2,000 per acre rebate shall be subject to adjustment annually, incorporating the same percentage increase as detailed in the ordinance establishing the East Annex Sewer Extension Improvements Connection Fee District, such increase taking into account a reasonable amount of interest accruing from the date of construction to each particular year in which payment occurs. Rebates shall be payable to the County within thirty (30) days of receipt of each individual connection fee payment, payment reflecting \$2,000 per acre of connected property (or such pro-rated amount as received for any partial acre.)

4. Funding Sources. Funding for reimbursement of project costs and rebate of connection fees shall be provided by the regular sources of revenue and financing of the parties as required for each party to meet its obligations hereunder. All such funding shall be separately

included within the respective regular budgets of the County and the City and each party shall be solely responsible for funding its own operations and activities hereunder.

Part V –Term and Termination of Agreement

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate five (5) years from the date of connection of the Ortonville sewer collection system to the Adel East Annex Sewer Extension Improvements and final payment of any connection fee rebate owed to the County arising within said five (5) year period.

2. **Termination.** In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 business days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default. This Agreement may also be terminated at any time by written agreement of the parties. No real or personal property will be acquired or held for purposes of this Agreement. Upon termination of this Agreement, each party will have sole possession and use of its respective property.

Part VI - General Provisions.

1. **Liability; Indemnification.** To the extent permitted by law, each party agrees to indemnify and hold harmless the other party from and against any and all demands, claims, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising out of the indemnifying party's negligent actions or omissions in the performance of this Agreement. This section will survive termination of this Agreement.

2. **Insurance.** Each party shall procure and maintain its own insurance. The City shall require all contractors and subcontractors to have and maintain bonds and insurance as set forth in applicable contract documents.

3. **Notices and Invoices.** All notices, invoices and reimbursement requests which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to the City:

City Administrator
City of Adel
PO Box 248
301 S. 10th Street
Adel, Iowa 50003

Notices to the County:

Director of Finance and Operations
Dallas County Board of Supervisors
902 Court Street
Adel, Iowa 50003-1446

4. Interpretation. If any section, provision or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or article thereof not found to be invalid or unconstitutional, as long as the intent of the Agreement is maintained.

5. Entire Agreement. This Agreement represents the entire agreement between the parties related to the East Annex Sewer Extension Improvements. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

6. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

7. Partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership or joint venture between the parties hereto, or as constituting either party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

9. No Assignment. Neither of the parties shall assign this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

10. Compliance. Each party agrees that it will comply with all federal, state, and local laws and regulations applicable to its performance under this Agreement.

11. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and

agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

12. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.

13. No Third Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in counterparts, each of which shall be considered an original.

[Signature pages follow]

CITY OF ADEL, IOWA

By: _____
Jim Peters, Mayor

(SEAL)

Attest: _____
Jackie Steele, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

On this _____ day of _____, 2018 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jim Peters and Jackie Steele, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the City of Adel, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council on the ___ day of _____, 2018, and that Jim Peters and Jackie Steele acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City by it voluntarily executed.

Notary Public in and for the State of Iowa

DALLAS COUNTY, IOWA

By: _____
Kim Chapman, Board Chairperson

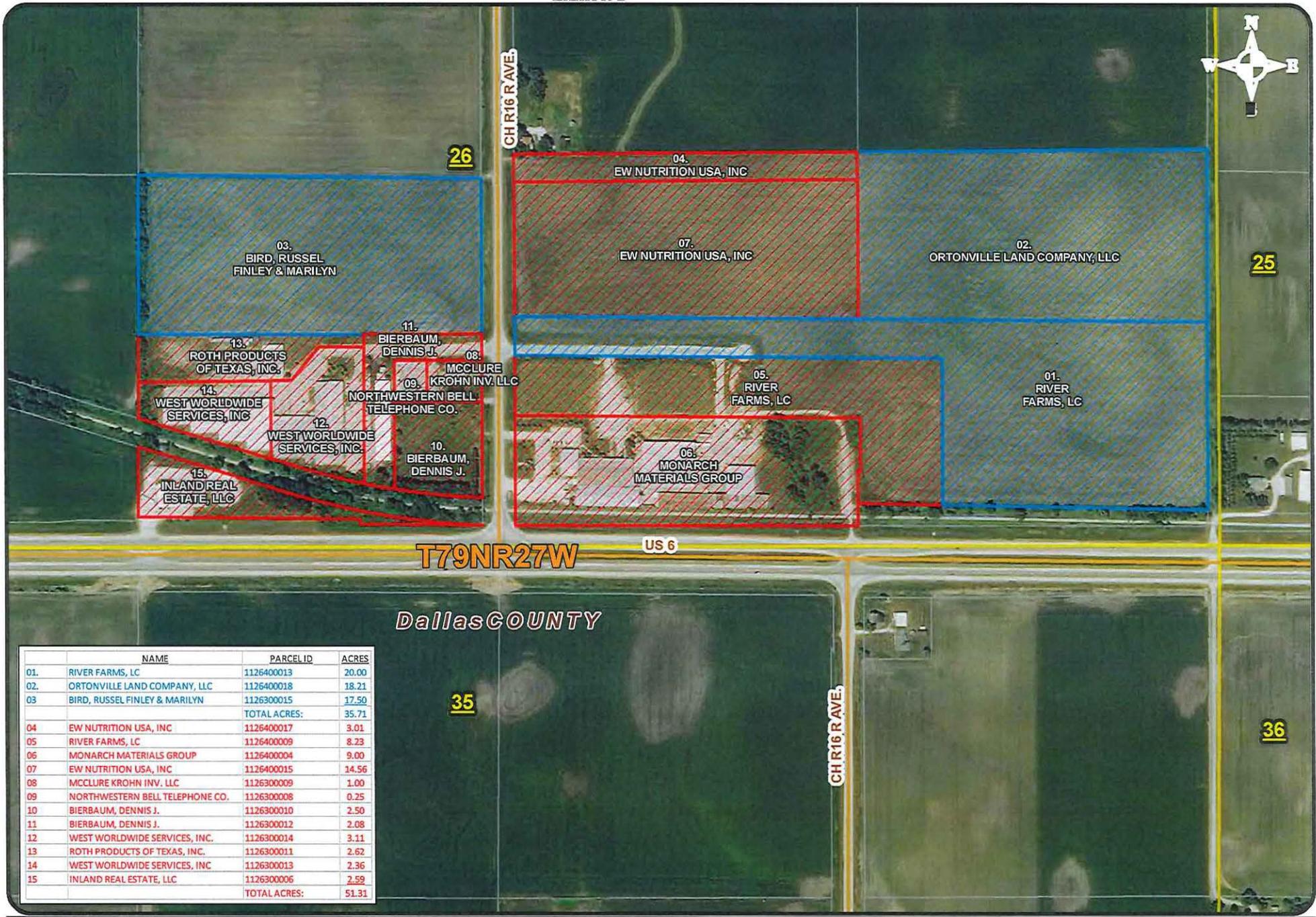
(SEAL)

Attest: _____
Julia Helm, Dallas County Auditor

STATE OF IOWA)
)
COUNTY OF DALLAS) SS:

On this _____ day of _____, 2018, before me, a Notary Public in and for the State of Iowa, personally appeared Kim Chapman and Julia Helm, to me personally known, and, who being by me duly sworn, did say that they are the Board Chair and the Dallas County Auditor of Dallas County, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the City; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 2018, and that Kim Chapman and Julia Helm acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Supervisors of Dallas County, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



	NAME	PARCEL ID	ACRES
01.	RIVER FARMS, LC	1126400013	20.00
02.	ORTONVILLE LAND COMPANY, LLC	1126400018	18.21
03.	BIRD, RUSSEL FINLEY & MARILYN	1126300015	17.50
	TOTAL ACRES:		35.71
04.	EW NUTRITION USA, INC	1126400017	3.01
05.	RIVER FARMS, LC	1126400009	8.23
06.	MONARCH MATERIALS GROUP	1126400004	9.00
07.	EW NUTRITION USA, INC	1126400015	14.56
08.	MCCLURE KROHN INV. LLC	1126300009	1.00
09.	NORTHWESTERN BELL TELEPHONE CO.	1126300008	0.25
10.	BIERBAUM, DENNIS J.	1126300010	2.50
11.	BIERBAUM, DENNIS J.	1126300012	2.08
12.	WEST WORLDWIDE SERVICES, INC.	1126300014	3.11
13.	ROTH PRODUCTS OF TEXAS, INC.	1126300011	2.62
14.	WEST WORLDWIDE SERVICES, INC	1126300013	2.36
15.	INLAND REAL ESTATE, LLC	1126300006	2.59
	TOTAL ACRES:		51.31

McCLURE ENGINEERS

LEGEND

- NONE DEVELOPED (Blue hatched box)
- DEVELOPED (Red hatched box)
- COUNTIES (Black outline box)
- PLSS SECTIONS (Yellow outline box)
- ParcelShape (Grey outline box)
- PLSS TOWNSHIPS (Orange outline box)

EXHIBIT B
 East Annex Sanitary Service Evaluation - New East Annex Gravity Sewer to City WWTP
 City of Adel, IA
 Developed Area Connection Fee = \$359,170 (51.31 acres @ \$7,000/acre)

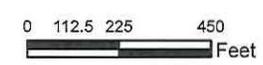


EXHIBIT C

The East Annex Sewer Extension Improvements project is planned for the mutual benefit of the City of Adel and Dallas County. Presently, only a county owned lift station and controlled discharge lagoon are located in the East Annex Area, and there is insufficient remaining capacity to serve the growing needs of the area. As a result, current and future wastewater flows will need to be conveyed to the City of Adel's wastewater treatment facility.

To provide improved sanitary sewer service and capacity to the East Annex Service Area, including the Ortonville Business Park, the following improvements are planned.

Part A – East Annex Lift Station and Force Main

East Annex Lift Station and Force Main

Part A of the East Annex Sanitary Utility Extension includes the construction of a new lift station and force main to convey flows of the proposed East Annex Sanitary Sewer area to the City of Adel wastewater treatment plant (WWTP). A description of the scope of the project includes the design and construction of a sanitary sewer pump station, including standby emergency power generation, and sewer force main to convey sanitary flows of the East Annex Area to the existing Adel WWTP.

Part B – East Annex Central Sanitary Trunk Sewer

East Annex Central Sanitary Trunk Sewer

Part B of the East Annex Sanitary Utility Extension includes the construction of a new sanitary trunk sewer to transport flows of the entire East Annex Sanitary Sewer collection system to the newly constructed East Annex Pump Station. Beginning at Puckerbrush Road, the new trunk sewer would receive flows from the Puckerbrush Road Sanitary Trunk Sewer Main and convey them, along with additional branch sewer mains to the new East Annex Pump Station for conveyance to the City's WWTP.

Part C – Demolition of Ortonville Business Park Sanitary Sewer Pump Station and Lagoon Facility

Demolition of Ortonville Business Park Sanitary Sewer Pump Station and Lagoon Facility

Part C of the East Annex Sanitary Utility Extension includes the demolition of the existing Ortonville Business Park Sanitary Sewer pump station and wastewater lagoon facility. Part C includes the design, bidding, and administration of the demolition of the existing Dallas County owned pump station and wastewater lagoon facility.

EXHIBIT D

East Annex Sewer Improvements Opinion of Probable Cost

The Engineers Opinion of Probable Cost for the East Annex Sewer Improvements, including construction, engineering, legal and administrative expenses are as follows:

- Part A – East Annex Lift Station and Force Main - \$3,500,000
- Part B – East Annex Central Sanitary Trunk Sewer - \$3,120,000
- Part C – Demolition of Pump Station & Lagoon - \$ TBD

01437461-1\10113-077

Resolution No. 18-10

A RESOLUTION APPROVING BUDGET TRANSFERS

WHEREAS, on June 30, 2017, the Adel Fire Department had a FY 16-17 revenue/expense fund balance of \$6,916.31 in its operating budget; and

WHEREAS, the Fire Department receives its operating budget from the annual township fees that are collected based on the City's 28E agreements with Adams Township, Adel Township, and Colfax Township; and

WHEREAS, these township fees are solely used to fund the Fire Department; and

WHEREAS, the Fire Department's FY 16-17 balance remains in the City's General Fund balance; and

WHEREAS, City staff is recommending that the Fire Department's FY 16-17 balance of \$6,916.31 be transferred to the Fire Equipment Upgrade fund, detailed in Exhibit A, since the balance consists exclusively of township fees.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Adel, Iowa on this 13th day of February, 2018 that the proposed transfers in Exhibit A for the City of Adel's Fiscal Year 2017-2018 Budget be approved and authorize staff to complete said transfers.

Passed and approved this 13th day of February, 2018.

Shirley McAdon, Mayor Pro Tem

Attest: _____
Jackie Steele, City Clerk

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2017

001-GENERAL FUND

FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
Non Departmental	1,086,174.00	20,929.31	1,110,325.67	102.22 (	24,151.67)
Police Department	40,500.00	10,672.91	50,499.52	124.69 (	9,999.52)
Fire Department	68,868.00	10,505.33	68,867.82	100.00	0.18
Animal Control	2,000.00	61.00	2,002.00	100.10 (	2.00)
Library	44,347.00	320.46	47,209.17	106.45 (	2,862.17)
Museum	10,000.00	0.00	7,427.00	74.27	2,573.00
Parks	20,300.00	235.00	21,647.48	106.64 (	1,347.48)
Island Park	26,000.00	4,860.00	28,870.00	111.04 (	2,870.00)
Cemetery	19,000.00	5,250.00	23,075.00	121.45 (	4,075.00)
Pool	144,000.00	91,577.23	172,131.97	119.54 (	28,131.97)
Recreation	60,400.00	4,925.99	65,473.02	108.40 (	5,073.02)
Zoning/Compliance/Permits	369,600.00	15,643.75	425,306.03	115.07 (	55,706.03)
Emergency Levy	<u>238,384.00</u>	<u>0.00</u>	<u>238,384.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>2,129,573.00</u>	<u>164,980.98</u>	<u>2,261,218.68</u>	<u>106.18 (</u>	<u>131,645.68)</u>

EXPENDITURE SUMMARY

Non Departmental	158,588.00	0.00	158,588.28	100.00 (	0.28)
Police Department	674,236.00	53,625.74	648,186.01	96.14	26,049.99
Fire Department	68,868.00	21,212.66	61,951.51	89.96	6,916.49
Animal Control	2,000.00	0.00	1,487.05	74.35	512.95
Street Lighting	47,500.00	7,615.65	46,918.86	98.78	581.14
Traffic	500.00	84.97	509.26	101.85 (	9.26)
Library	228,846.00	24,427.39	227,834.28	99.56	1,011.72
Parks	143,582.00	14,076.38	139,494.89	97.15	4,087.11
Island Park	37,911.00	8,538.75	40,742.58	107.47 (	2,831.58)
Cemetery	28,822.00	6,526.82	28,164.84	97.72	657.16
Pool	237,781.00	43,958.41	234,409.01	98.58	3,371.99
Recreation	97,095.00	12,191.83	110,239.88	113.54 (	13,144.88)
Finance	345,848.00	24,623.74	329,110.33	95.16	16,737.67
Zoning/Compliance/Permits	187,643.00	24,724.48	164,681.14	87.76	22,961.86
Internet	<u>3,300.00</u>	<u>555.14</u>	<u>2,672.89</u>	<u>81.00</u>	<u>627.11</u>
TOTAL EXPENDITURES	<u>2,262,520.00</u>	<u>242,161.96</u>	<u>2,194,990.81</u>	<u>97.02</u>	<u>67,529.19</u>

REVENUES OVER/(UNDER) EXPENDITURES (132,947.00) (77,180.98) 66,227.87 (199,174.87)

68,867.82 A
 (61,951.51) B
6,916.31

This is EXHIBIT K, consisting of [3] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [08/28/2017].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: 08/28/2017

Owner: City of Adel, Iowa

Engineer: McClure Engineering Company, Clive, Iowa

Project: Adel Storm Water Utility Improvements- Phase 1

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer.
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

This Amendment No. 1 to the Agreement dated August, 28, 2017 include the expansion of the scope of services and period of service to include the work identified as the North 15th Street Storm Sewer Improvements. With the expanded scope of services modifications to the Compensation for Basic Services, Compensation for Resident Project Representative Basic Services, and Compensation for Additional Services are necessary. Attachments to this Exhibit K, include site exhibits, a cost estimate and an amended scope of services.

Agreement Summary:

Compensation for Basic Services

Original agreement amount:	\$ 172,220.00
Net change for prior amendments:	\$ N/A
This amendment amount:	\$ 31,200.00
Adjusted Agreement amount:	\$ 203,400.00

Change in time for services (days or date, as applicable): 0

Compensation for Resident Project Representative Services

Original agreement amount:	\$ 34,200.00
Net change for prior amendments:	\$ N/A
This amendment amount:	\$ 9,500.00
Adjusted Agreement amount:	\$ 43,700.00

Change in time for services (days or date, as applicable): 60

Compensation for Additional Services

Original agreement amount:	\$ 15,680.00
Net change for prior amendments:	\$ N/A
This amendment amount:	\$ 3,400.00
Adjusted Agreement amount:	\$ 19,080.00

- Note that Land Acquisition Services are also included scope items of Additional Services reimbursable on an hourly rate basis.

Change in time for services (days or date, as applicable): 60

Agreement Amendment Total:

Compensation for Services

Original agreement amount:	\$ 222,100.00
Net change for prior amendments:	\$ N/A
This amendment amount:	\$ 44,100.00
Adjusted Agreement amount:	\$ 266,200.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMENDMENT NO. 1

PRELIMINARY PROJECT SCOPE

Scope of Work

The City of Adel has been actively involved in planning the necessary improvements to address storm water conveyance deficiencies within the city while also planning for future growth. The deficiencies include both inadequate existing storm water facilities and also locations which do not have storm water facilities. In December of 2017, the City of Adel publicly bid the Adel Storm Water Utility Improvements Phase 1 work, which consisted of three (3) Sections of work. Due to the advantageous bids that were received for this work, and the remaining obligated funds available through the USDA Rural Development Agency for the Phase 1 Storm Water Improvement Projects, the City has elected to address additional storm water system inadequacies through the completion improvements hereby identified as Section 4 – North 15th Street Storm Sewer Improvements. The *Scope of Work* in Phase 1 of the Storm Water Utility Improvements – Section 4 – North 15th Street Storm Sewer Improvements will include, but not necessarily be limited to:

- Preliminary Design
- Final Design
- Advertising, Bidding & Contract Award
- Construction Administration
- Construction Staking
- Land & Easement Acquisition
- Resident Project Representative Services
- Record Drawings

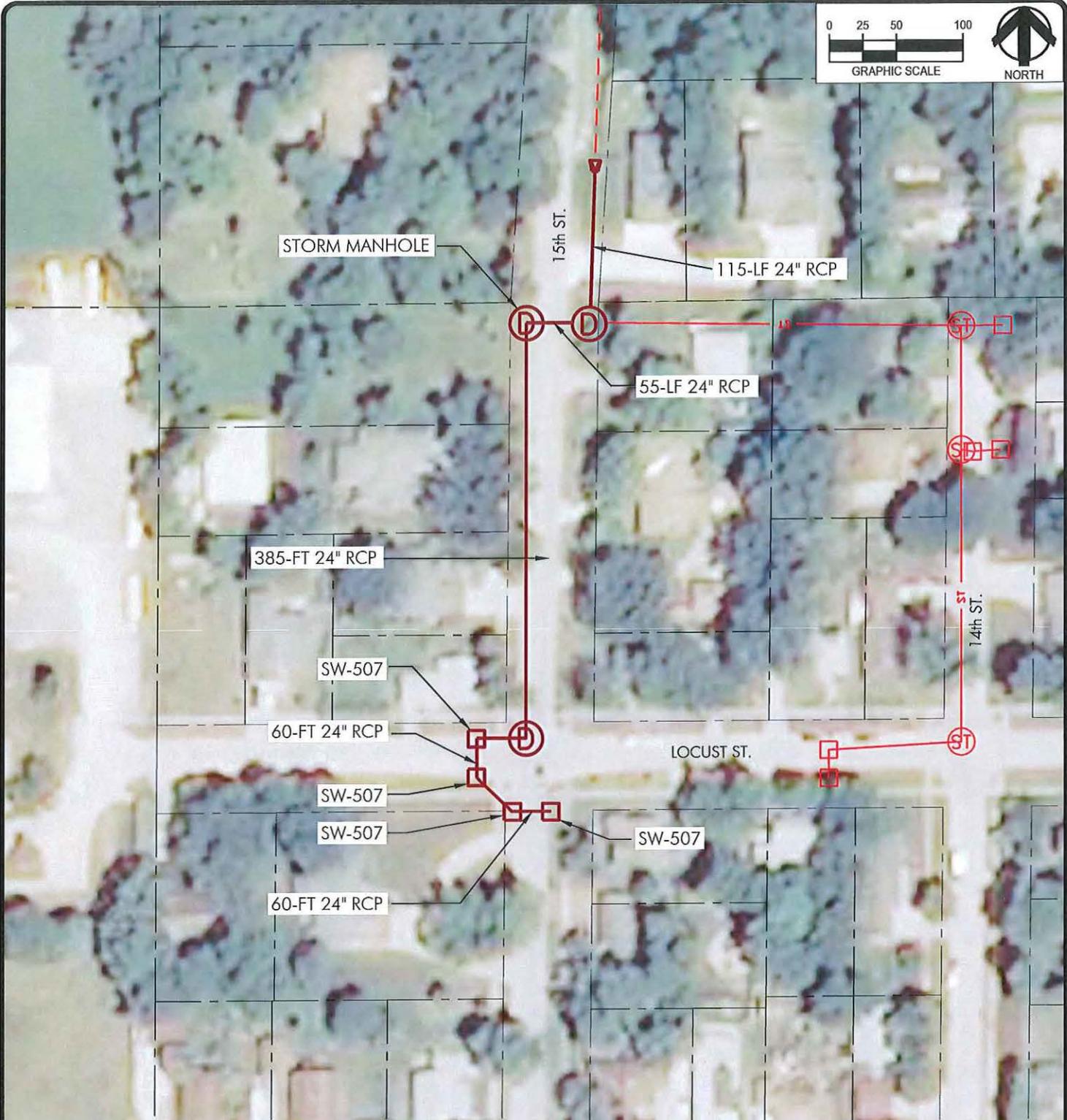
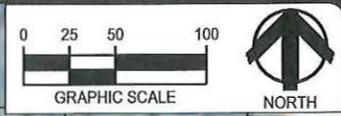
MEC shall prepare the plans and specifications necessary to acquire construction permits and receive bids on the project. After award of a construction contract, MEC shall provide Construction Administration, Construction Staking and Resident Project Representative Services.

MEC anticipates working closely with City staff as project plans and specifications are developed. MEC shall report to the City Public Works Department at periodic intervals during design and construction. At critical milestones, MEC shall meet with the City Council and/or City Water, Sewer and Sanitation Subcommittee to keep them informed of the overall progress.

Section 4 work of the Phase 1 Storm Water Utility Improvements includes the following project:

North 15th Street Storm Sewer Improvements Project:

Currently, stormwater runoff from the east parking lot of the ADM Elementary School drains east to Locust Street before heading south on 15th Street to Grove Street. The stormwater flows also historically carried measurable amounts of gravel, sediment and debris from the parking lot and deposited it along Locust and North 15th Street. In response to this frequent localized flooding at the intersection of Locust Street and North 15th Street, the City intends to construct improvements to the storm sewer system including storm sewer inlets and conveyance piping to receive and convey flows north to Butler creek. This improvement should generally be able to be constructed within the public right-of-way, however, temporary construction agreements with the adjacent property owners may be necessary based upon the final storm sewer alignment. This project will decrease the rate and volume of water which is drained to the low area at 15th Street and Grove Street. The engineer's opinion of probable project cost for the identified improvements is \$345,000.



LEGEND

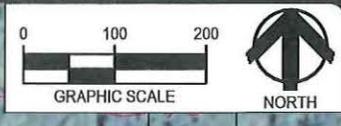
- EXISTING STORM WATER SYSTEM (w/ inlets)
- PROPOSED STORM WATER SYSTEM (w/ inlets/manholes)

N:\Projects\ADI_2314008\CAD\Design\01 - Sanitary & Storm Plan of Action\Exhibit\Report Exhibit\Exhibit 6.2.5.1-Addl POA.dwg

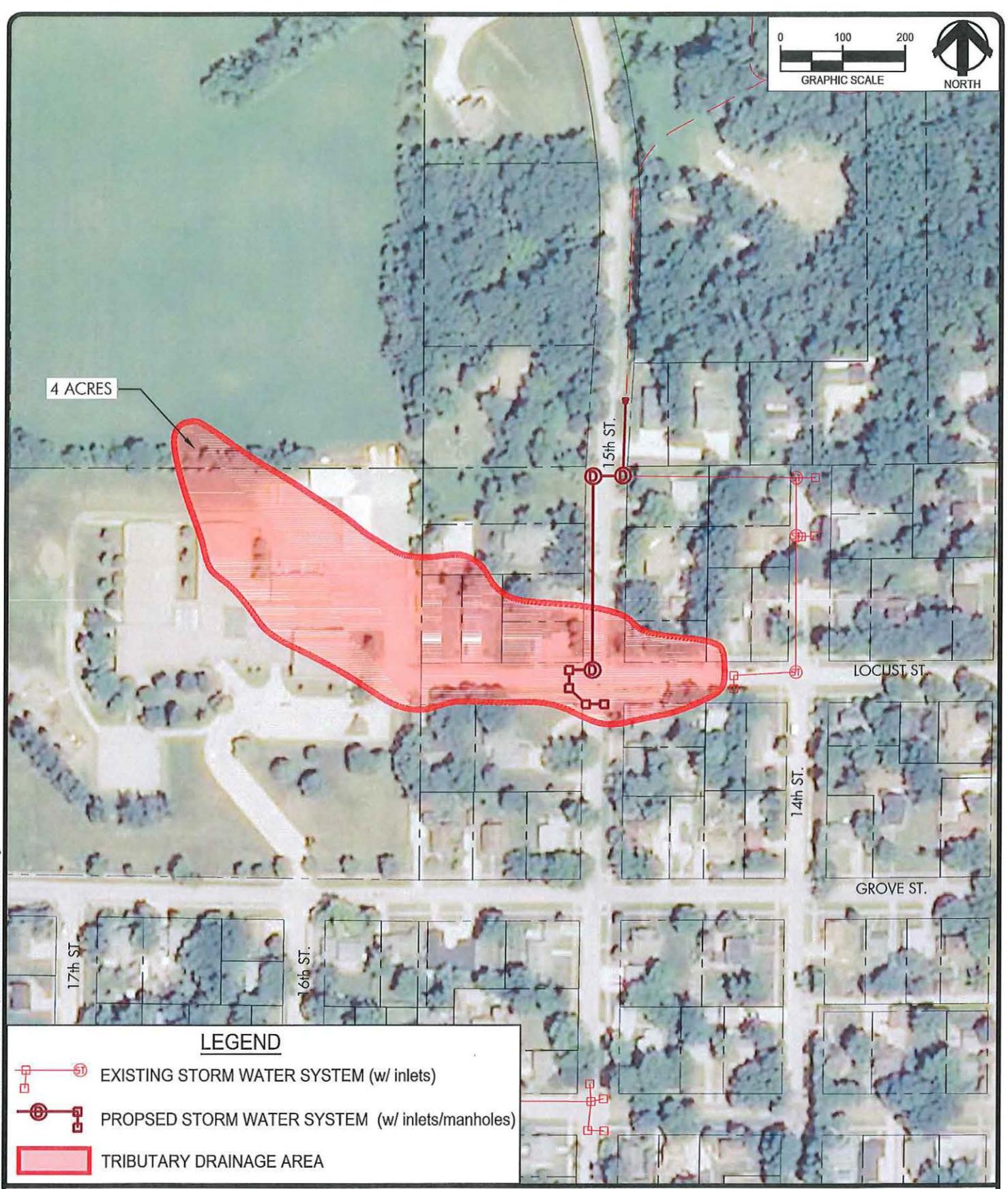


Exhibit 6.2.5.1
 North 15th Street Storm Sewer Improvements
 City of Adel, IA





4 ACRES



LEGEND

-  EXISTING STORM WATER SYSTEM (w/ inlets)
-  PROPOSED STORM WATER SYSTEM (w/ inlets/manholes)
-  TRIBUTARY DRAINAGE AREA

N:\Projects\ADL 2314\008\Clerk\Design\01 - Sanitary & Storm Plan of Action\Exhibits\Report Exhibits\Exhibit 6.2.5.2-Adel PCA.dwg



Exhibit 6.2.5.2
 North 15th Street Stormwater Drainage Basin
 City of Adel, IA



CITY OF ADEL
Sanitary & Storm Sewer Preliminary Engineering Report
 October 2016
 North 15th Street Storm Sewer Improvements

COST ESTIMATE						SALVAGE VALUE	
ITEM	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT	DESIGN LIFE	SALVAGE VALUE AT END	SALVAGE VALUE AT 20-YR
1	Mobilization & Bonding (5%)	1 LS	\$11,800	\$11,800	0	0%	\$ -
2				\$0	0	0%	\$ -
3	Materials Testing & Compaction	1 LS	500	\$500	0	0%	\$ -
4	Clearing & Grubbing	0 AC	\$750	\$0	0	0%	\$ -
5	48-IN Standard Storm Manholes	3.0 EA	\$5,500	\$16,500	75	0%	\$ 12,100
6	60-IN Standard Storm Manholes	0 EA	5500	\$0	75	0%	\$ -
7	72-IN Standard Storm Manholes	0 EA	\$8,500	\$0	75	0%	\$ -
8	84-IN Standard Storm Manholes	0 EA	\$12,500	\$0	75	0%	\$ -
9	96-IN Standard Storm Manholes	0 EA	\$17,500	\$0	75	0%	\$ -
10	12-IN Storm Sewer Replacement - Trench	0 LF	\$65	\$0	75	0%	\$ -
11	15-IN Storm Sewer Replacement - Trench	0 LF	\$70	\$0	75	0%	\$ -
12	18-IN Storm Sewer Replacement - Trench	0 LF	\$75	\$0	75	0%	\$ -
13	21-IN Storm Sewer Replacement - Trench	0 LF	\$85	\$0	75	0%	\$ -
14	24-IN Storm Sewer Replacement - Trench	675 LF	\$95	\$64,125	75	0%	\$ 47,025
15	27-IN Storm Sewer Replacement - Trench	0 LF	\$115	\$0	75	0%	\$ -
16	30-IN Storm Sewer Replacement - Trench	0 LF	\$120	\$0	75	0%	\$ -
17	36-IN Storm Sewer Replacement - Trench	0 LF	\$170	\$0	75	0%	\$ -
18	42-IN Storm Sewer Replacement - Trench	0 LF	\$200	\$0	75	0%	\$ -
19	48-IN Storm Sewer Replacement - Trench	0 LF	\$250	\$0	75	0%	\$ -
20	54-IN Storm Sewer Replacement - Trench	0 LF	275	\$0	75	0%	\$ -
21	60-IN Storm Sewer Replacement - Trench	0 LF	\$325	\$0	75	0%	\$ -
22	72-IN Storm Sewer Replacement - Trench	0 LF	\$450	\$0	75	0%	\$ -
23	Stormwater Intakes	4 EA	\$5,750	\$23,000	50	0%	\$ 13,800
24	Stormwater Intake Connection/Reconnection	4 EA	\$300	\$1,200	50	0%	\$ 720
25	Trench Stabilization Rock	625 TN	\$30	\$18,750	100	0%	\$ 15,000
26	Uncharted Parallel Utilities (Moderate)	125 FT	40	\$5,000	30	0%	\$ 1,667
27	Uncharted Utility Crossings (Moderate)	10 EA	\$600	\$6,000	30	0%	\$ 2,000
28	Drain Tile Repair	2 EA	\$800	\$1,600	30	0%	\$ 533
29	Traffic Control	1.0 LS	\$5,250	\$5,250	0	0%	\$ -
30	Dewatering Excavation	1.0 LS	\$5,000	\$5,000	0	0%	\$ -
31	Bypass Pumping	0 LS	\$6,750	\$0	0	0%	\$ -
32	PCC Sidewalk Removal & Replacement	20 SY	\$125	\$2,500	40	0%	\$ 1,250
33	PCC Driveway Removal & Replacement	90 SY	100	\$9,000	40	0%	\$ 4,500
34	PCC Pavement Removal & Replacement	550 SY	\$80	\$44,000	40	0%	\$ 22,000
35	Asphalt Pavement Removal & Replacement	0 SY	\$70	\$0	20	0%	\$ -
36	Crushed Stone Pavement Removal & Replacement	0 SY	\$30	\$0	20	0%	\$ -
37	Urban Hydro Seeding	90 SQ	\$15	\$1,350	100	0%	\$ 1,080
38	PCC Curb and Gutter Removal	453 LF	\$5	\$2,265	40	0%	\$ 1,133
39	PCC Curb and Gutter Replacement	453 LF	\$20	\$9,060	40	0%	\$ 4,530
40	6-IN Subdrain	0 LF	\$15	\$0	40	0%	\$ -
41	Connection to Existing Sewer	1 EA	\$1,750	\$1,750	40	0%	\$ 875
42	SWPPP Preparation	1 LS	\$1,250	\$1,250	0	0%	\$ -
43	SWPPP Management	1 LS	\$1,000	\$1,000	0	0%	\$ -
44	Silt Fencing	1,350 LF	\$3	\$4,050	0	0%	\$ -
45				\$0	0	0%	\$ -
46				\$0	0	0%	\$ -
47				\$0	0	0%	\$ -
48				\$0	0	0%	\$ -
49				\$0	0	0%	\$ -
50				\$0	0	0%	\$ -
51				\$0	0	0%	\$ -
52				\$0	0	0%	\$ -
53				\$0	0	0%	\$ -
54				\$0	0	0%	\$ -
55				\$0	0	0%	\$ -
56				\$0	0	0%	\$ -
57				\$0	0	0%	\$ -
58				\$0	0	0%	\$ -
59	Unknown Water Main & Storm Sewer Conflict Allowance (5.0%)	1 LS	\$11,200	\$11,200	50	0%	\$ 6,720
60	Miscellaneous Items Allowance (7.5%)	1 LS	\$16,800	\$16,800	30	0%	\$ 5,600
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST				\$262,950	PROBABLE SALVAGE		\$ 140,533
Land Acquisition (0 AC @ \$25,000 per AC)				\$0	100	100%	\$ -
Temporary Construction Easements (0 AC @ \$1,000 per AC)				\$0	0	0%	\$ -
Permanent Easements (0 AC @ \$2,500 per AC)				\$0	0	0%	\$ -
Contingency Allowance (10%)				\$26,300	30	0%	\$ 8,767
Engineering, Legal & Administration (20%)				\$52,600	0	0%	\$ -
ENGINEER'S OPINION OF PROBABLE PROJECT COST				\$341,850	PROBABLE SALVAGE		\$ 149,299
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST				\$345,000			\$150,000

Anthony Brown

From: Michael Atkins <matkins@md7.com>
Sent: Tuesday, January 23, 2018 10:32 AM
To: Anthony Brown
Subject: FA: 10082655 | LeaseID: 66399 | Name: DSM104A | Mkt: ND / SD / NE / MN / IA
Attachments: FA 10082655 - Critical Review - ATT TOSS Term Sheet.pdf; 10082655 - Lease Agreements - 2000-10-10.pdf

Dear Landlord,

Per our discussion, the purpose of this initiative is to strengthen your partnership with AT&T, as well as provide you the opportunity to contribute in a meaningful fashion to the decisions directly related to AT&T's agreement with you.

In conjunction with the notice you received, AT&T has requested that I present you with the attached document(s) that outline the specific needs of this site agreement. If that isn't enough, please do not hesitate to reach out to me for clarification.

My contact information is at the bottom of the letter. Please keep in mind that AT&T values its affiliation with you and hopes a mutually beneficial agreement can be reached as soon as possible. If we are unable to come to some reasonable terms for the contract, AT&T will need to begin seeking a more amenable alternative.

Thank you for your time,



Mike Atkins

Lease Consultant

Authorized Agent for AT&T Mobility 

d: 858.366.4758

e: matkins@md7.com

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.



10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

November 2, 2017

P.O. Box 348
Adel, IA 30248

Re: AT&T Cell Site Lease Partnership | FA: **10082655** | Site Name: DSM104A/Adel WT

Dear Landlord,

AT&T is in a very competitive space and we need to ensure that our lease terms and conditions are supportive of our current and future needs. AT&T has the option to either extend or terminate the above referenced lease ("Lease") in approximately three years. AT&T is instituting a new program to evaluate terms and conditions of all leases coming up for renewal, explore advance renegotiation options and consider possible alternative site locations. Our first choice is to create a new agreement that serves both parties well. Conditions we desire to implement in all new "go forward" leases include:

- "Real Estate Rights": In its simplest form, a lease right to utilize the entire RAD center without any "per touch" rent upcharges.
- Rents reduced to competitive rates.
- Reduced or no annual escalators (depending on other terms of the overall new deal).
- "Fair" early termination rights.

As you know, it takes time to negotiate, plan and execute a site relocation. That is why AT&T's review process is starting now. Please review the specifics of our Lease agreement and advise if you are willing to enter into discussions regarding a new, modified contract. For new terms consistent with the above, AT&T will in turn consider additional term extensions.

AT&T will appreciate a reply within 60 days of receipt of this letter. A "no" or non-response will trigger AT&T's review of alternate locations. A positive response will be appreciated, but satisfactory terms and conditions must be negotiated within 90 days or AT&T will continue to evaluate alternative site locations. Responses may be sent via email, standard mail, or called in as designated below. Please reference FA number 10082655 in your response so that AT&T may ensure your response is documented accordingly. AT&T values its association with you and looks forward to continuing this relationship for the long term.

Sincerely,

Gram Meadors
AVP – Contract/Sourcing Ops

Email Responses to: g03998@att.com with a Subject line of **Partnership - FA 10082655**

Mail Responses to: AT&T Cell Site Partnership 1347 (FA **10082655**)
Rm 12D67
575 Morosgo Dr. NE
Atlanta, GA 30324-3300

Telephone Number: 888-517-1212 (8am to 5pm PDT)



January 23, 2018

City of Adel, IA
Anthony Brown
102 S 10th street
Adel, IA 50003

Re: Communications Facility located at 1510 PRAIRIE STREET, ADEL, IA 50003

Contract #: 66399 / FA#: 10082655

Dear Anthony,

Thank you for responding positively to the letter that was sent to you in regards to the AT&T TOSS Program. AT&T Mobility ("AT&T") has engaged Md7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new "go forward" leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

Criteria for Cellular Site Retention

AT&T will need the following to secure a longer-term lease with you:

- **\$1,477.14** per month, commencing **April 1, 2018**
- **10%** rent increase every 5 years, commencing **October 1, 2020**
- Extension of Lease through **October 18, 2045**
- Lease provisions as listed below in order of vitality for AT&T

Or

- **Lump Sum Payment Option:** Provide a one-time lump sum payment of **\$240,000.00**. In return, you will grant a **fifty (50)** year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.
- **Installment Payment Option:** Provide a total payment of **\$265,000.00** paid in 5 equal installments of **\$53,000.00**. In return, you will grant a **fifty (50)** year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

In order to maintain its long-term flexibility, AT&T will also require many of the following lease provisions to address future technological and network changes:

■ Rental Stream Offer

"If at any time after the date of this Amendment, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the

Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this Section.”

■ Sale of Property

- (a) “Lessor shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Lessor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Lessee’s rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
 - i. Old deed to Property
 - ii. New deed to Property
 - iii. Copy of current Tax Bill
 - iv. New IRS Form W-9
 - v. Completed and Signed AT&T Payment Direction Form
 - vi. Full contact information for new Lessor including phone number(s)
- (c) Lessor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Lessee’s Permitted Use or communications equipment as determined by radio propagation tests performed by Lessee in its sole discretion. Lessor or Lessor’s prospective purchaser shall reimburse Lessee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, Lessor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under this Agreement, including interference and access obligations.”

■ Removal/Restoration

“In addition to the terms set forth in the Lease, Lessor agrees that the Communications Facility and any related equipment brought to the Premises by Lessee, its agents, contractors, predecessors-in-interest or sublessees, shall be and remain Lessee’s personal property or the personal property of its sublessee(s), as the case may be. Lessor waives any and all rights it may have, including any rights it may have in its capacity as Lessor under the Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Lessee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Lease, without notice to Lessor and without Lessor’s consent. Notwithstanding any terms to contrary, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Lessee be required to remove from

the Premises or the Property any foundations or underground utilities. Lessee, may, in its sole discretion, transfer any improvements or alterations to the Premises to Lessor at any time during the Term of the Agreement without notice to the Lessor and without the Lessor's consent.”

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to Feb 15, 2018. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.

Thank you for your consideration.

Sincerely,



Michael Atkins

Lease Consultant

d: (858) 366-4758

a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

e: matkins@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer

Director-Network Planning, AT&T Mobility



Sample Amendment Template

_____ AMENDMENT TO LEASE/AGREEMENT/LICENSE

THIS _____ AMENDMENT TO LEASE/AGREEMENT/LICENSE (“_____ Amendment”) dated as of the later date below is by and between _____, successor in interest to _____, having a mailing address at _____ (hereinafter referred to as “Landlord/Licensor”) and New Cingular Wireless PCS, LLC, successor by merger to _____, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “Tenant/Licensee”).

WHEREAS, Landlord/Licensor and Tenant/Licensee (or their predecessors in interest) entered into a Lease/Agreement/License dated _____, _____, as amended by First Amendment to Lease/Agreement/License dated _____, _____, (hereinafter, collectively, the “Lease/Agreement/License”), whereby Landlord/Licensor leased to Tenant/Licensee certain Premises, therein described, that are a portion of the Property located at _____; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to extend the term of the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee, in their mutual interest, further wish to amend the Lease/Agreement/License as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord/Licensor and Tenant/Licensee agree as follows:

1. **Term.** The term of the Lease/Agreement/License shall be amended to provide that the Lease/Agreement/License has a new initial term of Two (2) years (“New Initial Term”), commencing on April 1, 2018 (“New Term Commencement Date”). As of such New Term Commencement Date, all remaining renewal terms in the Lease/Agreement/License except as set forth herein shall be void and of no further force and consequence. The Lease/Agreement/License will be automatically renewed for up to Five (5) additional Sixty (60) month terms (each an “Extension Term”) upon the same terms and conditions of the Lease/Agreement/License, as amended herein, without further action by Tenant/Licensee, unless Tenant/Licensee notifies Landlord/Licensor in writing of Tenant/Licensee’s intention not to renew the Lease/Agreement/License at least sixty (60) days prior to the expiration of the New Initial Term or the then current Extension Term. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Landlord/Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant/Licensee may

continue to use and exercise its rights under the Lease/Agreement/License as permitted prior to the New Initial Term.

2. **Modification of Rent.** Commencing on April 1, 2018, the Rent payable under the Lease/Agreement/License shall be One Thousand Four Hundred Seventy-Seven and 14/100 Dollars (\$1,477.14) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Rent Increase / Extension Term Increase.** The Lease/Agreement/License is amended to provide that commencing on October 1, 2020, Rent shall increase by Ten Percent (10%) and at the beginning of each Extension Term, as applicable.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord/Licensor and Tenant/Licensee, Landlord/Licensor agrees that Tenant/Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Acknowledgement.** Landlord/Licensor acknowledges that: 1) this _____ Amendment is entered into of the Landlord/Licensor's free will and volition; 2) Landlord/Licensor has read and understands this _____ Amendment and the underlying Lease/Agreement/License and, prior to execution of this _____ Amendment, was free to consult with counsel of its choosing regarding Landlord/Licensor's decision to enter into this _____ Amendment and to have counsel review the terms and conditions of this _____ Amendment; 3) Landlord/Licensor has been advised and is informed that should Landlord/Licensor not enter into this _____ Amendment, the underlying Lease/Agreement/License between Landlord/Licensor and Tenant/Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Paragraph/Section ___ of the Lease/Agreement/License is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant/Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # _____
Cell Site Name _____ (IA); Fixed Asset No.: 10082655
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department

Re: Cell Site # _____
Cell Site Name _____ (IA); Fixed Asset No: 10082655
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord/Licensor:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

7. **Charges.** All charges payable under the Lease/Agreement/License such as utilities and taxes shall be billed by Landlord/Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord/Licensor, and shall not be payable by Tenant/Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord/Licensor. The provisions of this subsection shall survive the termination or expiration of the Lease/Agreement/License.

8. **Memorandum of Lease/Agreement/License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease/Agreement/License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease/Agreement/License and this _____ Amendment, the terms of this _____ Amendment shall control. Except as expressly set forth in this _____ Amendment, the Lease/Agreement/License otherwise is unmodified and remains in full force and effect. Each reference in the Lease/Agreement/License to itself shall be deemed also to refer to this _____ Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease/Agreement/License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this _____ Amendment on the date and year below.

LANDLORD/LICENSOR:

TENANT/LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

Memorandum of Lease/Agreement/License

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (this "Lease") is made this 10 day of Oct, 2000, by and between the City of Adel, a municipality in the State of Iowa ("Lessor") and TeleCorp Realty, L.L.C., a limited liability company formed in the State of Delaware ("Lessee").

In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Property** Lessor is the owner of the real property located at 15th and Prairie Streets, Adel, Iowa, 50003 (hereinafter the "Property") comprised of a parcel of land improved by a tower thereon commonly known as Adel Downtown Water Tank (hereinafter the "Tower") as more particularly described on the attached **Exhibit A**.
- 2. Premises** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following (hereinafter collectively referred to as the "Leased Premises"):

 - (a) Ground space measuring 15 x 20 in size and antenna mounting space on the Tower in the approximate location as described on **Exhibit B**.
 - (b) Together with such rights of way and easements on, over, under, across, and through the Property for ingress and egress by motor vehicle or on foot and for the installation of wires, cables and electrical support equipment necessary for the installation and operation of Lessee's telecommunications equipment located upon the Property including, but not limited to, access from the nearest source of telephone and electric utilities.
- 3. Use/Equipment** The Leased Premises may be used by Lessee for the installation, operation, maintenance, repair, or replacement of radio equipment including antennas, microwave dishes, related ancillary equipment and the cables on the Tower and associated equipment on the Leased Premises as described on **Exhibit C** (hereinafter collectively referred to as the "Equipment") for the transmission and reception of radio communication signals as licensed by the Federal Communications Commission ("FCC"). All Equipment, fixtures, appurtenances and improvements erected, located, placed or constructed by Lessee upon the Leased Premises shall remain the personal property of Lessee regardless of the manner or mode of attachment and may be removed by Lessee at its sole option at any time during the initial term, any renewal term or after termination or expiration of this Lease. Lessor hereby expressly waives any and all Lessor's liens or claims of such on said Equipment, fixtures, appurtenances, and improvements.
- 4. Term** The initial term of this Lease shall be five (5) years (the "Initial Term") commencing upon the start of installation of the Equipment (the "Commencement Date"). The Initial Term of this Lease shall be automatically renewed and extended, unless terminated as provided herein, upon the same terms and conditions, except as otherwise stated herein, for four (4) additional terms of five (5) years each (the "Renewal Terms") unless, at least sixty (60) days prior to the termination of the then existing term, Lessee notifies Lessor of its intention not to permit the Lease to renew. The Initial Term and Renewal Term(s) are collectively referred to as the "Term".
- 5. Rent** Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand, Three Hundred dollars (\$1300.00) per month (the "Rent"), prorated for

any partial months. Rent shall be payable on the first day of each month, in advance, payable to: the City of Adel at Lessor's address specified in the Notice Section of this Lease. In addition, on each anniversary of the Commencement Date of this Lease at the sixth (6th), eleventh (11th), sixteenth (16th) and twenty-first (21st) year of the Term, Lessee shall pay the then current Rent, plus an increase of an amount equal to fifteen percent (15%) of the Rent from the preceding year.

6. Termination

Except as otherwise provided herein, this Lease may be terminated, without penalty or further liability as follows:

- (a) by either party, upon written notice to the other party, upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; or
- (b) by Lessee, upon written notice to Lessor, if Lessee is unable to obtain or maintain (or decides in its sole discretion that it is unlikely to obtain or maintain without undue cost or time), any license, permit or other Governmental Approval necessary to the construction and/or operation of the Equipment on the Leased Premises; or
- (c) by Lessee, upon written notice to Lessor, if the Leased Premises or Equipment are destroyed or damaged and rendered unsuitable for normal use; or
- (d) by Lessee, upon written notice to Lessor, if Lessee determines that any of the Equipment cannot be used without interference from, or causing any undue interference to, other occupants of the Property or if due to changed circumstances Lessee determines that the use of the Leased Premises is no longer suitable for Lessee's network operations; or
- (e) by Lessee, upon written notice to Lessor, in its sole discretion at any time on or before the first anniversary of the Commencement Date.

Lessor's sole and exclusive remedy for Lessee's default under this Lease shall be termination of this Lease and recovery of any Rent due Lessor under this Lease at the date of such termination.

7. Approvals

Lessor hereby agrees to cooperate with Lessee in obtaining any approvals required by Lessee for its use of the Leased Premises. Lessee shall be responsible for any cost or expense associated with obtaining any approval or permit associated with its use of the Leased Premises.

8. Interference

Lessee shall operate its Equipment in such a manner which shall not cause technical interference to Lessor or other lessees with tenancies which predate the execution of this Lease. If any interference is encountered by Lessee as a result of equipment installed at the Property after the execution date of this Lease ("Third Party Interference"), Lessor shall eliminate or cause such Third Party Interference to be eliminated in a timely manner, not to exceed seventy-two (72) hours, without cost or obligation to Lessee. If such Interference cannot be eliminated within such time, Lessor will request that the interfering party to cease use of its equipment excepting for those short periods of intermittent testing time necessary to identify and eliminate the interference. Should the Third Party Interference as described in

this Section continue beyond such seventy-two (72) hour period, Lessee shall have the option to terminate this Lease, without penalty, and all obligations of Lessee to Lessor hereunder shall be rendered null and void. Lessee shall have no further remedies against Lessor for uncured interference. Lessor and Lessee mutually acknowledge and agree that they will consult on the location of any future lessee's equipment.

9. Inspections

Lessee, at its sole cost and expense, may prior to the Commencement Date, conduct such surveys, tests and inspections, as Lessee considers reasonably necessary or desirable in connection with the intended use of the Leased Premises.

10. Access

Lessor shall provide to Lessee, Lessee's employees, agents, independent contractors and subcontractors access over the Property and Leased Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor acknowledges that Lessee will suffer irreparable harm if Lessee is denied such access to the Property and Leased Premises. Lessor shall be permitted access to the Leased Premises for emergencies without prior notice to Lessee, so long as Lessee is notified as soon thereafter as reasonably practicable, and in all cases Lessee's Equipment remains secure and Lessee's radio transmissions are not adversely affected.

11. Maintenance

Lessee shall perform all repairs necessary to keep its Equipment located on or about the Leased Premises in good condition, reasonable wear and tear and damage from the elements excepted.

12. Utilities

Rent payable under this Lease shall be exclusive of electricity. Lessee shall have the right to arrange for its own electric and telephone service and shall pay directly for such service to the local utility provider. Lessor agrees to provide any cooperation reasonably requested by Lessee to facilitate electrical and telephone installation required by the Lessee.

13. Title and Quiet Possession

Lessor represents and warrants a) that it is the owner of the Property and Tower; b) that it has the right to enter into this Lease; c) that the person signing this Lease has the authority to sign; d) that Lessee is entitled access to the Property at all times and to the quiet possession of the Leased Premises throughout the Initial Term and each Renewal Term so long as Lessee is not in default of any term of this Lease beyond expiration of the cure period set forth in paragraph 6(a) above; e) that no additional ground lease or easement is required from any third party for access to the Leased Premises.

14. Insurance

Lessee shall carry during the Lease term, at its own cost and expense, the following insurance: a) "All Risk" property insurance for its property's replacement cost; and b) comprehensive general liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage. Lessee shall provide a certificate of insurance to Lessor within thirty (30) days of written request. Lessee's insurance policy shall provide that termination or cancellation will not occur without at least fifteen (15) days prior written notice to Lessor.

15. Construction Drawings

Prior to installation of any Equipment on the Property Lessee shall submit to Lessor construction drawings (the "Construction Drawings") which shall detail the plans and specifications for Lessee's Equipment installation. Lessor shall approve the Construction Drawings within seven (7) days from submission or provide specific reasons for disapproval. In the event that Lessor does not approve or provide reasons for disapproval of the Construction Drawings within seven (7) days, then the Construction Drawings shall be deemed approved.

16. Non-Disturbance

In the event the Property is encumbered by a mortgage as of the date of this Lease, the Lessor shall request that the holder of each such mortgage execute a non-disturbance agreement, to be prepared by Lessee, and cooperate with Lessee toward such end to the extent that such cooperation does not cause Lessor additional financial liability or expense.

17. Successors

This Lease and the terms and conditions contained herein shall run with the Property and inure to the benefit of and be binding upon Lessor and Lessee and each of their respective heirs, executors, administrators, successors and permitted assigns. Lessee shall be permitted to record this Lease or a Memorandum of Lease which Lessor agrees to execute and acknowledge.

18. Assignment

a) Lessor agrees that Lessee may assign this Lease and all rights granted to Lessee hereunder to (i) any business entity which is licensed by the FCC to conduct wireless communications services, (ii) an affiliate ("Affiliate"), (iii) any entity which is merged or consolidated with Lessee or purchases a majority or controlling percentage ("Controlling Percentage") in the ownership or assets of Lessee, or of the tower assets of Lessee, or with which Lessee effectuates a change in control ("Change in Control"), or (iv) any lender, as security pursuant to the terms of any loan made to Lessee by such lender (collectively, the "Permitted Parties"). As used herein, "Affiliate" shall mean an entity which controls, is controlled by or which is under common control with Lessee. Upon notification to Lessor by Lessee of any such assignment, Lessee shall be relieved of any future performance, liabilities and obligations under this Lease. Any further assignments by the Permitted Parties shall be subject to the terms and conditions of this Section 18. Except as otherwise set forth hereunder, Lessee shall not assign, transfer or sublicense this Lease in whole or part to any person, entity or organization without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall be released from any and all of its obligations hereunder upon assumption of this Lease in writing by such assignee, transferee or sublicensee so consented to by Lessor.

(b) "Change in Control" shall mean any dissolution, merger, consolidation or reorganization of Lessee, or the aggregate sale or other transfer of a controlling percentage of the capital stock of Lessee, or the sale during the Term of this Lease in the aggregate of fifty percent (50%) or more of the value of the assets of Lessee. The phrase "Controlling Percentage" shall mean the ownership of, and the right to vote, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors.

19. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, mailed certified mail return receipt requested, or sent overnight carrier to the following addresses:

If to Lessor:

City of Adel
102 S. 10th
Adel, IA 50003

If to Lessee:

TeleCorp Realty, L.L.C.
1010 N. Glebe Road, Suite 800
Arlington, VA 22201
Attention: General Counsel

20. Environmental Representations

Lessor represents and warrants that the Property and the Leased Premises are in compliance with all applicable environmental laws ("Environmental Laws"). Environmental Laws shall mean any and all applicable federal, state or local statutes, ordinances, bylaws, codes, rules, or regulations relating to or concerning any hazardous, toxic or dangerous waste, substance or material, including but not limited to the Resource Conservation and Recovery Act, as amended, and the Comprehensive Environmental Response, Compensation and Liability Act, as amended.

21. Environmental Indemnification

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Leased Premises or migrating to or from the Leased Premises or arising in any manner whatsoever out of the violation of any Environmental Laws pertaining to the Leased Premises and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee. Lessor's indemnification obligations hereunder shall survive the termination of this Lease.

(b) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Leased Premises which are required by any federal, state or local government agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Leased Premises, which remediation is necessitated from the presence upon, about or beneath the Leased Premises of a Hazardous Material. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Leased Premises to the condition existing prior to the introduction of

the Hazardous Material upon, about or beneath the Leased Premises notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

22. Hold Harmless

(a) Lessor agrees to indemnify and hold Lessee harmless from any and all claims (including reasonable costs and expenses of defending against such claims) arising from any breach of this Lease or any representation or warranty made by Lessor, or any negligent act, negligent omission, or intentional tort of Lessor or Lessor's agents, employees, contractors, invitees or licensees.

(b) Lessee agrees to indemnify and hold Lessor harmless from any and all claims (including reasonable costs and expenses of defending against such claims) arising from any breach of this Lease or any representation or warranty made by Lessee, or any negligent act, negligent omission, or intentional tort of Lessee or Lessee's agents, employees, contractors, invitees or licensees.

(c) Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other special, incidental or consequential damages of whatever kind or nature, regardless of the cause of such damages and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

23. Entire Agreement This Lease and the Exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, representations, and agreements.

24. Governing Law This Lease shall be governed by the laws of the State in which the Leased Premises are located, without regard to conflict of laws.

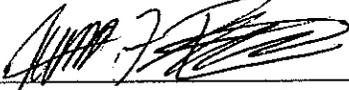
25. Validity If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. Waivers to be in Writing

No modification, amendment, waiver or release of any provision of this Lease or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this Lease on the date and year first written above.

Lessor: The City of Adel, Iowa

By: 

Print Name: James S. Peters

Title: Mayor

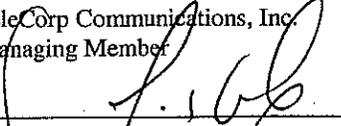
Date: 10-10-00

Lessee:

TeleCorp Realty, L.L.C.

By: TeleCorp Communications, Inc.

Its: Managing Member

By: 

Print Name: G. Vento

Title: CEO

Date: 10/16/00

Exhibit A
Legal Description of the Property

The South Sixty-five (65) feet of the West
One Hundred Forty-nine (149) feet of Block
Twenty-three (23) in Rice's Addition to the
Town of Adel, Dallas County, Iowa.

Exhibit B
Description of Leased Premises

The Leased Premises shall consist of 15' x 20' ground space and antenna mounting space along with easement rights for access to the Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:

[SEE ATTACHED]

(Exhibit "B" will be superseded by a copy of the Construction Plan Drawings)

Exhibit C
Equipment

The following Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Leased Premises.

- Nine (9) panel antennas measuring approximately 72" height x 7" width x 3" depth mounted at 110' on the Tower.
- Twelve (12) cables measuring 1 5/8".
- Equipment cabinets on a support frame contained within Leased Premises.
- Two (2) microwave dishes measuring approximately two feet (2') in diameter mounted at the 75' on the Tower.
- Two (2) cables measuring 1 1/4".

Current Employee Handbook Policy vs. Draft Proposal

4.3 PAID VACATION LEAVE

Because we recognize the importance of vacation time in providing the opportunity for rest, recreation, and personal activities, the City grants annual, paid vacations to its full-time regular employees. The amount of vacation to which you are entitled depends on your length of service as of your anniversary date. Vacation leave shall be accrued as follows:

Years of Service	Hours Per Month	Equivalent Hours	Annual Days
0 – 5	6 2/3	80	10
6 – 15	10	120	15
16 – 24	13 1/3	160	20
25 – 29	16 2/3	200	25
30+	20	240	30

You will be eligible to take vacation once it accrues on your payroll record or as approved by the City Administrator or Police Chief for the Police Department.

Vacation Carryover

Vacation may be taken as time accrues at any point during the year. However, you may not carry over more than one year's worth of accrued vacation beyond your next anniversary date without the City Administrator's approval.

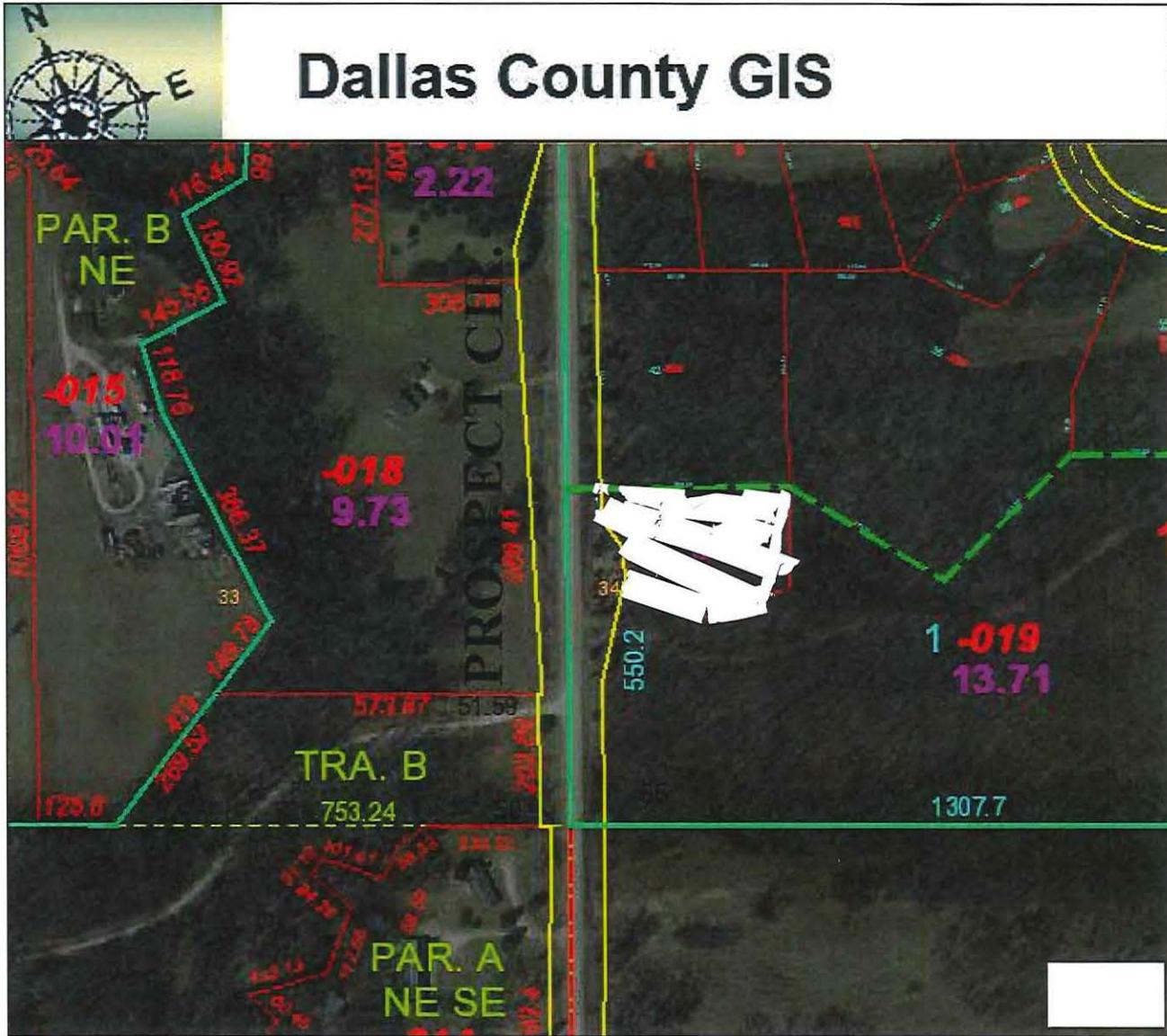
Vacation Carryover

Vacation may be taken as time accrues at any point during the year. **However, unless you have written approval from the City Administrator, you may not carry over more than one year's worth of accrued vacation beyond your next anniversary date. At the pay period following your anniversary date, any unused vacation hours above your allowable carryover hours will be eliminated according to the schedule below:**

Years of Service	Carryover Hours Allowed Beyond Anniversary Date
0 – 5	80
6 – 15	120
16 – 24	160
25 – 29	200
30+	240

Carryover requests must be submitted in writing (i.e., letter or email) to the City Administrator on or before your anniversary date. The City Administrator shall issue a determination within five business days, which shall be retroactive if payroll has already been processed.

Factors for allowing carryover hours beyond the schedule above include the employee's plan to use the carryover hours in a specific time period, the employee's work history, and the employee's position and job duties. Employees may appeal the City Administrator's determination to the council, but the council's action shall be final.



XMin: 1505779.72 YMin: 585743.96 XMax: 1507674.02 YMax: 587201.11

Dallas County GIS, Dallas County Courthouse
 801 Court Street Adel, IA 50003
 Phone: 515.993.6990
 Email: geodallas@co.dallas.ia.us

To the best of our knowledge, the information shown on this map was correct at time of publication. However, the County makes no warranty to the accuracy of the information
 Copyright © Dallas County Iowa

0 280ft

Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Tuesday, January 9, 2018 8:48 PM
To: Jackie Steele
Subject: Application to serve on a city board or commission - Holly Birkey

Name	Holly Birkey
Date	01/09/2018
Address	941 S 16th St Adel, Iowa 50003 United States Map It
Phone Home	(515) 419-3197
Phone Work	(515) 419-3197
Email	HollyBirkeyMBA@gmail.com
I am interested in serving on the following Board/Commission	Economic Development
What relevant experience do you have that you think would be helpful in performing the duties on the Board/Commission?	I have served in past boards including serving as a Public Information Officer while living in Napa, California. I also served on a board to bring awareness and attention to the importance of people making end of life decisions leading to the use of POLST or IPOST in Iowa. My career thus far has been in the Healthcare sector working in both public and private arenas serving patients, families and communities.
Briefly describe why you are interested in serving on the Board/Commission	I want to serve the community of Adel that my husband and I have made our home since moving back to Iowa to welcome our first child in 2012. My goal would be to use my relationship and problem solving and communication skills to help Adel continue to thrive and best support its citizens.
Other comments and/or information	I would appreciate the opportunity to be considered for this position and further discuss my background and interest in serving on the board for Adel. Thank you in advance
Signature	Holly Birkey



Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Monday, January 22, 2018 11:52 PM
To: Jackie Steele
Subject: Application to serve on a city board or commission - Benjamin McClurg, Econ. Deve

Name

Benjamin McClurg

Date

01/22/2018

Address

1333 S 6th Street
Adel, Iowa 50003
United States
[Map It](#)



Phone Home

(515) 326-1918

Phone Work

(515) 326-1918

Email

mcclurgbc@gmail.com

I am interested in serving on the following Board/Commission

It is with great passion and enthusiasm that I respectfully submit my application to serve on the Board of Economic Development Commission and/or Parks and Recreation Board. I currently have no board experience. I am applying for this position for that experience and to give back to our community. As you will see from my experience below, I possess strong commitment to team environment dynamics and follow leadership directives. My interest in serving on this board stems from my life work and passion in working with people in the financial arena and my belief in social change.

What relevant experience do you have that you think would be helpful in performing the duties on the Board/Commission?

I graduated from the University of Northern Iowa with a Bachelor in Accounting. As a student I was thoroughly involved in clubs that made an impact for the school but also in the community of Cedar Falls. I was President, Vice- President, and Treasurer of UNI entrepreneurs. While being a part of UNI Entrepreneurs, a main project was providing awareness, assistance, and developing clean water system in Saires, Nicaragua. My group raised \$4,000 to provide a water purification system and traveled to Nicaragua to develop a business plan sustaining operations and maintenance of the water system for a community of 1,500 residents. By participating in UNI Entrepreneurs, I developed leadership, communication, intellectual creativity, analysis, and critical thinking skills.

I had experienced in public accounting in the field of audit. I performed audits in privately held financial institutions including credit unions, SEC entities, Construction entities, and Benefit Plans. Effectively lead, planned, and executed with my staff assurance engagements of full financial reports for public and private entities.

I currently employed at Principal Financial Group, as a Senior Associate Accountant. I am the lead liaison between users and IT in completing ad hoc requests and understanding input and output system data. I will present key financial information to senior leaders.

Briefly describe why you are interested in serving on the Board/Commission

I am confident you'll find me a great fit for your needs as a Board Member to the Board of Economic Development Commission and/or Parks and Recreation Board. Once elected to the Board of Economic Development Commission I promise to bring a deep commitment to contributing to the work of as it moves forward to build a vibrant and effective voice for all of Adel. I would be honored to contribute to that work and continue to "THRIVE WITH US."

Other comments and/or information

I really would like to get involved in my community and Adel and I think either of these spots would give me that opportunity. I really hope you consider me for either of the positions.

Signature

Benjamin McClurg

Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Wednesday, December 20, 2017 12:05 PM
To: Jackie Steele
Subject: *** BULK *** New submission from Application to serve on a city board or commission

Name

Daniel Miller

Date

12/20/2017

Address

1815 S. 14th St
Adel, Iowa 50003
United States
[Map It](#)

Phone Home

(515) 979-6119

Phone Work

(515) 348-8751

Email

dmiller515@gmail.com

I am interested in serving on the following Board/Commission

Economic Development Commission.

What relevant experience do you have that you think would be helpful in performing the duties on the Board/Commission?

In my profession as a Human Resource Consultant, I am tasked with researching and staying current on contemporary HR trends and employment law. I work with Managers to identify opportunities and implement strategies to grow their businesses by better engaging their staff and strengthening their leadership. In many situations, this consists of having difficult conversations, making challenging recommendations and changing norms. In supporting my clients, I must balance my recommendations with their timelines, expectations and budgetary restrictions. I regularly mediate sensitive and confidential conversations between employees and managers. I am comfortable conducting presentations and leading discussions with large groups ranging from front line, blue collar employees to c-suite executives.

Outside of my profession, I held the positions of Secretary and then President from 2012 to 2015 for The Walnut Creek Town home Association. In this position, I made recommendations concerning the allocation of a \$500,000+ budget, annual improvement projects, as-needed repairs and general upkeep of a 210 home association. I researched options for maintenance and upkeep contracts, made recommendations to the board and presented our decisions to residents.

Briefly describe why you are interested in serving on the Board/Commission

I am dedicated to participating in the growth of and giving back to my community. I like to hear from all sides, weigh options and help make difficult decisions. I am comfortable providing feedback and guidance to community members regarding reasoning for decisions, and with managing disagreement. I am very excited about the growth of Adel and would love to be a part of making the growth successful and positive for our community.

Other comments and/or information

I hold a Master degree in Business Leadership and a certification as a Senior Professional in Human Resources.

Signature

Daniel Miller



Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Wednesday, January 10, 2018 11:24 AM
To: Jackie Steele
Subject: Application to serve on a city board or commission - Julianna Cullen

Name	Julianna Cullen
Date	01/10/2018
Address	1212 Evans View Dr Adel, Iowa 50003 United States Map It
Phone Home	(515) 480-3787
Phone Work	(515) 480-3787
Email	jcullen@iowarealty.com
I am interested in serving on the following Board/Commission	Park & Rec Board
What relevant experience do you have that you think would be helpful in performing the duties on the Board/Commission?	I have been involved in many programs that the park and rec department has put on over the years, both adult and youth. I think that my experiences with past programs would be beneficial for future programs. I have strong organizational skills and deep love for the community.
Briefly describe why you are interested in serving on the Board/Commission	I have interest in youth sports/activities in particular. While my children are older and no longer involved in many Park & Rec programs I see this department as a great catalyst for our youth. I am excited to see what the future holds for Adel and would love to be a part of this board.
Other comments and/or information	No additional comments.
Signature	Julianna Cullen





APPLICATION TO SERVE ON A CITY BOARD OR COMMISSION

Name: Heith Hockenberry Date: 01/10/2018

Address: 1508 Linden St.

Phone: Home 515-802-4016 Work 515-243-2707

E-mail Address: hhockenberry@jesterinsurance.com

I am interested in serving on the following Board/Commission:

Parks & Recreation Board

Briefly describe why you are interested in serving on the Board/Commission:

Adel is a growing community and strain on the existing programs will come with that growth Demand for additional program offerings will also come with the growth

I have two young sons that have taken part in and will continue to take part in the programs offered by the Parks & Recreation department.

Park & recreation programs are critical amenities for any community and I want to provide support by serving on the board.

What relative experience do you have that you think would be helpful in performing the duties on the Board/Commission:

I have served on the ADM Soccer Club board for nearly three years and currently hold a director role During my time serving on the board we have seen significant growth in participants from the community growth

I believe that I can draw from my experience serving on the Soccer Board as a director and provide insight to the Parks & Recreation Board.

In addition to that experience I have lived in other communities around the Midwest and have had a variety of Park & Recreation experiences to draw from.

Other comments and/or information:

In my role at Jester Insurance Services I work with communities around Iowa on their Property & Casualty Insurance. This provides me a unique insight to how municipalities operate.

I am also currently serving on the Historic Preservation Commission for Adel. I have been part of that commission for over a year now.

Signature: [Handwritten Signature]

Please return to City Hall (301 S. 10TH ST. or P.O. Box 248, Adel, IA 50003)

by: _____



APPLICATION TO SERVE ON A CITY BOARD OR COMMISSION

Name: Daniel Miller Date: 1/17/2018

Address: 1815 S. 14h St

Phone: Home 515-979-6119 Work 515-348-8751

E-mail Address: dmiller515@gmail.com

I am interested in serving on the following Board/Commission: Parks & Recreation Board

Briefly describe why you are interested in serving on the Board/Commission:

I am dedicated to participating in the growth of, giving back to, and beautification of our community. As a resident with small children, most of the time I view the parks and pool through the eyes of a parent looking for safety and accessibility concerns; but many times

As a newer community member (moved here in 2015), I am also continually looking for ways that the parks, pool and recreation opportunities can help to facilitate introductions and engagement amongst all of the people in our community. Our community has some

I enjoy hearing from all sides, weighing options and risks, and helping to make difficult decisions. I am comfortable providing feedback and guidance to community members regarding reasons for decisions, and with managing disagreement. I believe that how a per

What relative experience do you have that you think would be helpful in performing the duties on the Board/Commission:

In my profession as a Human Resources Consultant, I am tasked with researching and staying current on contemporary HR trends and employment law. I work with clients to identify opportunities and implement strategies to grow their businesses by better engaging th

I must balance my recommendations with clients' time lines, expectations and budgetary restrictions. I regularly mediate sensitive and confidential conversations and am comfortable conducting presentations and leading discussions with large groups. I feel that this exp

Outside of my profession, I held the positions of Secretary and then President from 2012 to 2015 for The Walnut Creek Town Home Association. In this position, I made recommendations concerning the allocation of a \$500,000+ budget, landscaping/snow removal, and

Other comments and/or information:

I hold a Master degree in Business Leadership and am certified as a Senior Professional in Human Resources.

Signature: _____

Please return to City Hall (301 S. 10TH ST. or P.O. Box 248, Adel, IA 50003)

by: _____

Jackie Steele

From: Anthony Brown
Sent: Wednesday, January 17, 2018 2:40 PM
To: Jackie Steele
Subject: RE: Economic Development Commission

Here's the full text of what Dan wrote.

Briefly describe why you are interested in serving on the Board/Commission:

I am dedicated to participating in the growth of, giving back to, and beautification of our community. As a resident with small children, most of the time I view the parks and pool through the eyes of a parent looking for safety and accessibility concerns; but many times I am also able to view them through the eyes of my three year-old, looking for options, adventure and fun. I feel that having these viewpoints will help to make relevant recommendations.

As a newer community member (moved here in 2015), I am also continually looking for ways that the parks, pool and recreation opportunities can help to facilitate introductions and engagement amongst all of the people in our community. Our community has some issues with division, and I would like to do my part to help unify through trails, parks and activities.

I enjoy hearing from all sides, weighing options and risks, and helping to make difficult decisions. I am comfortable providing feedback and guidance to community members regarding reasons for decisions, and with managing disagreement. I believe that how a person cares for their property reflects their appreciation and respect for it, being able to make recommendations and oversee policies that will help to beautify our town and cemetery will help me to show my appreciation and respect for our community.

What relative experience do you have that you think would be helpful in performing the duties on the Board/Commission:

In my profession as a Human Resources Consultant, I am tasked with researching and staying current on contemporary HR trends and employment law. I work with clients to identify opportunities and implement strategies to grow their businesses by better engaging their staff and strengthening their leadership. Once I identify opportunities, I must weigh the risks and impacts to all involved parties.

I must balance my recommendations with clients' time lines, expectations and budgetary restrictions. I regularly mediate sensitive and confidential conversations and am comfortable conducting presentations and leading discussions with large groups. I feel that this experience lends well to working on a City Board and making recommendations/having oversight that may impact many.

Outside of my profession, I held the positions of Secretary and then President from 2012 to 2015 for The Walnut Creek Town Home Association. In this position, I made recommendations concerning the allocation of a \$500,000+ budget, landscaping/snow removal, annual improvement projects and general upkeep of a neighborhood of 210 homes. I researched options for maintenance contracts, made recommendations to the board and presented our decisions to residents.

Thanks!

Sincerely,

Anthony Brown

City Administrator
City of Adel

From: Dan Miller [mailto:dmiller515@gmail.com]

Sent: Wednesday, January 17, 2018 1:25 PM

To: Jackie Steele <jsteele@adeliowa.org>; petersadel <petersadel@aol.com>; Anthony Brown <abrown@adeliowa.org>

Subject: Re: Economic Development Commission

Hi Jackie,

Thank you very much for this update. I was aware of the Gender Balance requirement for the Economic Development Commission role, but wanted to express my interest in case there were no suitable female applicants. That being said, I would like to also present my application for the Parks and Recreation Board opening (attached - apologies for the small font). Based on my conversations with Jim and Anthony at the last Council meeting, I understand that the Parks role may need to be filled prior to making a decision on the Economic Development Commission role and, while my preference is to serve on the Economic Development Commission, I want to help where needed and would appreciate the opportunity to serve with the Parks and Recreation board as well.

Thank you very much for your assistance through this process.

Regards,
Dan Miller
515-979-6119

On Tue, Jan 16, 2018 at 12:54 PM, Jackie Steele <jsteele@adeliowa.org> wrote:

Dan,

Per the Gender Balance Laws, the position is to be filled with a female applicant. We have to advertise for another two months and if no female applicants apply then we can consider your application. We will keep you posted and again thank you for your interest and applying. Please let me know if you have any questions at all 😊

Thank You!

Jackie Steele

City Clerk, City of Adel

(515) 993-4525 (O)

(515) 993-4527 (F)



From: Dan Miller [mailto:dmiller515@gmail.com]
Sent: Wednesday, December 20, 2017 12:17 PM
To: Jackie Steele <jsteele@adeliowa.org>
Subject: Economic Development Commission

Good afternoon!

I just submitted this application through the website, but I wanted to ensure that you received it, so have attached it as well. I was unable to configure a signature on the form, but am happy to stop in to the office to sign, if needed. Please let me know if this is necessary.

I appreciate your assistance in submitting my application for consideration.

Regards,

Daniel Miller

[515-979-6119](tel:515-979-6119)

RES No. 18-11

ORIGINAL

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.

Date of Meeting: February 13, 2018.

Time of Meeting: _____ o'clock _____.M.

Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$1,163,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018.

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Taxable Sewer Revenue Capital Loan Notes and providing for a method of payment of the Notes.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

February 13, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at _____ o'clock _____M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,163,000 SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2018, OF THE CITY OF ADEL, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES ", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,163,000 SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2018, OF THE CITY OF ADEL, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES

WHEREAS, the City Council of the City of Adel, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Sewer Utility, sometimes hereinafter referred to as the "System", and the revenues have not been pledged and are available for the payment of Sewer Revenue Capital Loan Notes, Taxable Series 2018, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes, Taxable Series 2018, to the extent of \$1,163,000, for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan Agreement be approved and authorized; and

WHEREAS, the Issuer intends to obtain assistance from the United States Department of Agriculture (herein called the Government), acting under the provisions of the Consolidated

Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing and supervision of such undertaking and in the purchasing of such revenue note and in connection therewith has or by this resolution shall adopt the Loan Resolution which resolution by its terms takes precedence in the event of conflict over this resolution; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$1,420,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018, has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of Notes in the aggregate amount of \$1,163,000:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL IN THE COUNTY OF DALLAS, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- ◆ "Additional Obligations" shall mean any sewer revenue notes or bonds issued on a parity with the Notes in accordance with the provisions of this Resolution.
- ◆ "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- ◆ "Consulting Engineers" shall mean an independent firm of engineers having a wide and favorable reputation for knowledge, skill and experience in the construction and operation of similar municipal utilities.
- ◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the governing body.
- ◆ "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.
- ◆ "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- ◆ "Government" shall mean the United States of America acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) (formerly administered by the Farmers Home Administration) and represented in this transaction by officers of Rural Development.

- ◆ "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- ◆ "Issuer" and "City" shall mean the City of Adel, State of Iowa.
- ◆ "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- ◆ "Loan Resolution" shall mean the Loan Resolution (RUS Bulletin 1780-27) entered into between the Issuer and the Government, dated June 13, 2017 (Exhibit A).
- ◆ "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- ◆ "Note" or "Notes" shall mean one or two fully registered Sewer Revenue Capital Loan Notes, Taxable Series 2018, authorized to be issued by this Resolution.
- ◆ "Original Purchaser" shall mean the purchaser of the Notes from Issuer at the time of their original issuance.
- ◆ "Parity Obligations" shall mean the sewer revenue notes, bonds or other obligations payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution.
- ◆ "Paying Agent" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due and in the manner directed by the Government in writing as the same appears on the books of the Paying Agent as of the 15th day of the month preceding the payment date.
- ◆ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs.
- ◆ "Project" shall mean the costs of improvements and extensions of the Municipal Sewer Utility, including construction of sewer main along Main Street and 11th Street, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project.

- ◆ "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- ◆ "Registrar" shall mean the City Clerk of the City of Adel or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- ◆ "Reserve Fund Requirement" shall mean an amount equal to the annual installment amount (or, if applicable, an amount equal to twelve times the monthly installment amount) in Section 5 hereof. The Reserve Fund Requirement shall be \$42,288 for the Notes.
- ◆ "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- ◆ "System" shall mean the Municipal Sewer Utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- ◆ "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83, of the City Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and the City Clerk are authorized and directed to execute and deliver all other documents which may be required under the terms of the Loan Agreement, or by bond counsel, and to take any other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Adel, in the County of Dallas, State of Iowa, to be designated as "Sewer Revenue Capital Loan Notes, Taxable Series 2018", to be at the request of the Government, the Original Purchaser, in the aggregate amount of \$1,163,000, for the purpose of paying costs of improvements and extensions of the Municipal Sewer Utility, including construction of sewer main along Main Street and 11th Street, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project. The City Council, pursuant to Sections 384.24A and 384.83 of the City Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Loan Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Capital Loan Notes, Taxable Series 2018, of the City in the aggregate amount of \$1,163,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa for the aforesaid purpose. The Notes shall be designated "SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2018", be dated the date of delivery, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, as follows:

RCLN-1: \$1,163,000 Sewer Revenue Capital Loan Note, Taxable Series 2018, at 2.00% interest rate

Principal of and interest on the Note shall become due in installments of \$3,524.00 on March 28, 2018 and monthly on the 28th day of each month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on February 28, 2058.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note.

Section 6. Redemption of Note Prior to Maturity. Notes, including the respective installments of principal corresponding thereto in the case of a Note, the principal of and interest on which are payable in installments, shall be subject to redemption and prepayment prior to maturity, in whole or in part at the option of the Issuer, on any date upon payment of the par value of the principal amount of Notes to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

Notes (and the respective installments of principal corresponding thereto) to be redeemed shall be selected by the Registrar by such method as the Registrar may deem equitable, or in the inverse order of the maturity dates of principal installments in the case of a Note, the principal and the interest on which are payable in annual installments

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City Clerk is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Notes, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Notes to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon

any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered Noteholder.

Section 12. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

The diagram shows the layout of the front of a note form. It consists of several rectangular boxes arranged as follows:

- Top left: Box (6)
- Top right: Box (6)
- Below (6) on left: Box (7)
- Below (6) on right: Box (8)
- Center: Large box (1)
- Below (1): Four boxes (2), (3), (4), and (5) arranged horizontally.
- Below (2)-(5): Box (9)
- Below (9): Box (9a)
- Below (9a): Large box (10) containing the text "(Continued on the back of this Note)".
- Bottom left: Box (11)(12)(13)
- Bottom center: Box (14)
- Bottom right: Box (15)

FIGURE 1
(Front)

(10) (Continued)	(16)	(17)
---------------------	------	------

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1; figure 1= "STATE OF IOWA"
"COUNTY OF DALLAS"
"CITY OF ADEL"
"SEWER REVENUE CAPITAL LOAN NOTE"
"TAXABLE SERIES 2018"

Item 2, figure 1 = Rate: 2.00%
Item 3, figure 1 = Maturity: February 28, 2058
Item 4, figure 1 = Note Date: February 28, 2018
Item 5, figure 1 = "Registered"
Item 6, figure 1 = Note No. 1
Item 7, figure 1 = Principal Amount: \$1,163,000

Item 9, figure 1= The City of Adel, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of ONE MILLION ONE HUNDRED SIXTY-THREE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable as follows:

If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Government and interest shall accrue on the principal amount of each advance from its actual date as shown on the reverse hereof until paid at the rate per annum specified above, payable as follows:

Principal of and interest on the Note shall become due in installments of \$3,524.00 on March 28, 2018 and monthly on the 28th day of each month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on February 28, 2058.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date.

THE ISSUER DOES NOT INTEND OR REPRESENT THAT THE INTEREST ON THE NOTE WILL BE EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX

PURPOSES, AND THE ISSUER IS NOT OBLIGATED TO TAKE ANY ACTION TO ATTEMPT TO SECURE ANY SUCH EXCLUSION. THE HOLDER OF THE NOTES THEREFORE SHOULD TREAT THE INTEREST THEREON AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions of the Municipal Sewer Utility, including construction of sewer main along Main Street and 11th Street, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date of delivery, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes, including the respective installments of principal corresponding thereto in the case of a Note, the principal of and interest on which are payable in installments, shall be subject to redemption and prepayment prior to maturity, in whole or from time to time in part at the option of the Issuer, on any date upon payment of the par value of the principal amount of Notes to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in the Note Resolution.

This Note and the series of which it forms a part and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution and Loan Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Municipal Sewer Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be

in any manner liable by reason of the failure of the net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City impressed or imprinted hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Clerk, Adel, Iowa.

- Item 11, figure 1 = Date of Authentication:
- Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk

CITY CLERK, Registrar

By: _____
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: City Clerk
- Paying Agent: City Clerk

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF ADEL, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

RECORD OF ADVANCES

	Amount	Date		Amount	Date
1	\$		6	\$	
2	\$		7	\$	
3	\$		8	\$	
4	\$		9	\$	
5	\$		10	\$	

Item 16, figure 2 = Assignment of this Note may be made in writing substantially in the form below:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this _____ day of _____, 20__.

 (Person(s) executing this Assignment sign(s) here)

SIGNATURE)
 GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

Item 17, figure 2 = [Information Required for Registration--
 Printer to Provide as Many Lines as Practicable]

Section 14. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be applied as follows:

- ◆ An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Notes.
- ◆ The balance of the proceeds shall be deposited to the Project Fund and expended therefrom for the purposes of issuance, including paying costs of issuance.

The Project Fund shall be invested in accordance with Section 17 of this Resolution. Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution. Any excess proceeds remaining on hand after completion of the purpose of issuance shall be paid into the Improvement Fund to the maximum required amounts and any remaining amounts shall be used to call or otherwise retire the Notes.

Section 15. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Notes and Parity Obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

- (a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the

month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

(b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Note and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes and Parity Obligations on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

(c) Reserve Fund. Money in the Revenue Fund shall be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Sewer Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 10% of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Notes and Parity Obligations for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount.

(d) Improvement Fund. Money in the Revenue Fund shall next be disbursed to maintain a fund to be known as the Sewer Improvement Fund (the "Improvement Fund"). The minimum amount to be deposited in the Improvement Fund each month and the total amount required to be in said fund shall be as agreed between the Government and the Issuer. Money in the Improvement Fund not otherwise specially limited by other provisions of this Resolution shall be used solely for the purpose of paying principal of or interest on the Notes or Parity Obligations when there shall be insufficient money in the Sinking Fund and the Reserve Fund; and to the extent not required for the foregoing, to pay the cost of extraordinary maintenance expenses or repairs, renewals and replacements not included in the annual budget of revenues and current expenses, payment of rentals

on any part of the System or payments due for any property purchased as a part of the System, and for capital improvements to the System. Whenever it shall become necessary to so use money in the Improvement Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount.

(e) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

(f) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 17. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance and Efficiency. That the Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

(b) Sufficiency of Rates. On or before the beginning of each fiscal year the Governing Body will adopt or continue in effect rates for all services rendered by the System sufficient to produce Net Revenue for the next succeeding fiscal year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the fiscal year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection. The Issuer will serve any applicant within the service area of the Sewer System who desires the services of the Sewer System and who can feasibly and legally be served. Issuer will obtain the concurrence of the Government prior to refusing services to such applicant. No services will be provided to any user without a reasonable charge being made therefore.

(c) Insurance. The Issuer shall maintain insurance, including but not necessarily limited to all risk, public liability workers compensation insurance, and flood insurance if available and applicable for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by water districts in Iowa engaged in a similar kind of business and in a reasonable amount which may be specified by the Government and workers compensation. The proceeds of any insurance, except public liability insurance, and workers compensation, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Improvement Fund. All costs of insurance shall be treated as operating costs.

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will cause the books and accounts to be audited annually after the end of each fiscal year by an independent auditor and will file copies of the audit report not later than 9 months after the end of each fiscal year with the Original Purchaser and will make generally available to the holders or insurers of any of the Notes and Parity Obligations, the balance sheet and the operating statement of the System as certified by such auditor. In addition, Issuer is required to submit its OMB Circular A-133 audit, audit letter and Data Collection Form to the Federal Clearing House designated by OMB: Federal Audit Clearinghouse, Bureau of Census, 1201 E. 10th Street, Jefferson, Indiana 47132. The Original Purchaser and holders or insurers of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto. It is further agreed that if the Issuer shall fail to provide the audits and reports required by this subsection, the Original Purchaser or the

holders or insurers of 25% of the outstanding Notes and Parity Obligations may cause such audits and reports to be prepared at the expense of the Issuer. The audit reports required by this Section shall be in accordance with the OMB Circular A133 (RUS Bulletin 1780-31 provides guidance), and shall include, but not be limited to, the following information:

- (i) An evaluation of the manner in which the Issuer has complied with the covenants of this Resolution, including particularly the rate covenants included herein;
- (ii) A statement of net revenues and current expenses;
- (iii) Analyses of each fund and account created hereunder, including deposits, withdrawals and beginning and ending balances;
- (iv) A balance sheet;
- (v) The rates in effect at the end of the fiscal year, the number of customers of the System and analysis of the ratio of debt service to Net Revenues as defined in this Resolution;
- (vi) A schedule of insurance policies and fidelity bonds in force at the end of the fiscal year, showing with respect to each policy and bond the nature of the risks covered, the limits of liability, the name of the insurer, and the expiration date;
- (vii) An evaluation of the Issuer's system of internal financial controls and the sufficiency of fidelity bond and insurance coverage in force;
- (viii) The names and titles of the principal officers of the Issuer; and
- (ix) A general statement covering any events or circumstances which might affect the financial status of the System.

In the event the audit provided for in this Section is prepared by the State Auditor the governing body will cause to be prepared a certified supplemental report containing the information required by this Section.

The Issuer will also file quarterly income and expense statements with the Original Purchaser, using Form RD442-2 or similar format to provide this information, until the Original Purchaser notifies the Issuer in writing that such quarterly reports are no longer required.

(e) State, Local and Federal Laws. That the Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, all local and federal laws, regulations and ordinances

including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply said revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution. Provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its governing body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a Revolving Fund to be used in preference to other sources for capital improvements to the System as therein provided, and provided further that no such disposition shall become effective without the prior written consent of the Government. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes or Parity Obligations or for payments into the Sinking or Reserve Funds.

(g) Fidelity Bond. That the Issuer shall maintain fidelity bond coverage on each officer or employee having custody of funds of the System in an amount not less than the maximum amount of principal and interest becoming due in any year on all obligations of the Issuer. USDA Rural Development shall be listed as Co-obligee on Issuer's fidelity bond.

(h) Additional Charges. That the Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. That the governing body of the Issuer will adopt a system budget of revenues and current expenses on or before the end of each fiscal year and will file copies of such budgets and any amendments thereto with the Government so long as they are the holders of Notes or Parity Obligations. Such budget shall take into account revenues and current expenses during the current and last preceding fiscal years. The Issuer will incur no current expense not included in such budget, and will not permit total current expenses to exceed the budget, unless the governing body shall first have adopted a Resolution declaring the necessity of such expenses. Copies of such budget and approvals of expenditures in excess of the budget shall be mailed to the Original Purchaser and to the Noteholders upon request. Thirty days prior to each fiscal year, Issuer shall submit and annual budget and projected cash flow to the State Office of the Government.

Section 19. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of

the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. Prior Lien and Parity Obligations. The Issuer will issue no other Notes, Bonds or obligations of any kind or nature payable or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

The Issuer further covenants and agrees that as long as any portion of the Notes or Parity Obligations that are held and insured by the Government remain outstanding and unpaid, the Issuer will not issue any additional notes or other obligations having a claim on the Net Revenues or any part thereof without the prior written consent of the Government.

The Issuer further covenants and agrees that so long as the Notes or Parity Obligations remain outstanding and unpaid, the Issuer will not issue any additional notes or other obligations payable out of the Net Revenues which stand on a parity or equality with the Notes unless all of the following conditions are met or waived in writing by the Government:

(a) The Issuer shall not at the time of the issuance of any additional notes or other obligations be in default in the payment of principal of or interest on the Notes or Parity Obligations, in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Resolution or in the performance of any covenant herein contained; and

(b) Either:

(i) the Net Revenues for the Fiscal Year next preceding the issuance of additional notes shall have been not less than 120% of the average amount required to be paid out of Revenues in all succeeding Fiscal Years on account of both principal and interest becoming due with respect to all obligations payable from the Net Revenues, including the additional notes proposed to be issued; or

(ii) if the Issuer shall have made changes in its rates, fees and charges for the use and services furnished by the System, which changes shall not have been in effect for all of the Fiscal Year next preceding the issuance of additional notes, the Issuer shall obtain an investigation and report from an independent firm of Consulting Engineers, Independent Auditor, or independent financial advisor as to the amount of Net Revenues which the Issuer would have received from the operation of the System during said preceding Fiscal Year if such increased rates had been in effect during all of said period, which investigation and report shall certify that, in the opinion of the Consulting Engineer, Independent Auditor, or independent financial advisor, the requirements of subparagraphs (i) above would have been met if the increased rates had been in effect during all of such period; or

(iii) the Issuer shall obtain an investigation and report from an independent firm of Consulting Engineers incorporating projections which indicate that the Net Revenues for the twelve months immediately following the month in which the improvements for

which the additional notes are being issued are placed in commercial operation (as estimated by the engineers for such improvements) will be equal to at least 125 percent of the average amount required to be paid in all succeeding Fiscal Years on account of principal and interest becoming due with respect to all obligations payable from the Net Revenues of the System, including the additional notes proposed to be issued. If the Issuer shall have made any increase in the rates, fees and charges for the use and services of the System and such increase shall be in effect during the period covered by an investigation and report made pursuant to this subparagraph, then the report of the Consulting Engineers shall certify that such increased rates are economically feasible and reasonably necessary for the projected operation of the System.

An investigation and report made pursuant hereto shall be considered final and conclusive and shall govern in determining the right of the Issuer to issue additional parity obligations under the provisions contained therein. Such report shall be filed in the office of the Secretary and a duplicate copy thereof shall be sent to the registered owner of the Notes and Parity Obligations.

Additional Obligations of the Issuer issued under the conditions hereinbefore in this Section set forth shall stand on a parity with the Notes and shall enjoy complete equality of the lien on and claim against the Net Revenues with the Notes, and the Issuer may make equal provision for paying said Additional Obligations and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable sinking funds and bond reserve funds for the payment of such Additional Obligations and the interest thereon out of moneys in the Revenue Fund.

Subordinate Obligations. Nothing in this Section contained shall prohibit or restrict the right of the Issuer to issue additional revenue notes or other revenue obligations for the purpose of extending, improving, enlarging, repairing or altering the System and to provide that the principal of and interest on said revenue notes or obligations shall be payable out of the Net Revenues, provided at the time of the issuance of such additional revenue notes or obligations the Issuer shall not be in default in the performance of any covenant or agreement contained in this Resolution, and provided further that such additional revenue notes or obligations shall be junior and subordinate to the Notes so that if at any time the Issuer shall be in default in paying either interest on or principal of the Notes, or if the Issuer shall be in default in making any payments required to be made by it under the provisions of Section 16 of this Resolution, the Issuer shall make no payments of either principal of or interest on said junior and subordinate revenue notes or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue notes or obligations, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue notes or obligations out of moneys in the Revenue Fund.

Section 21. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) Subject to the requirements of the Loan Resolution, by depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication; and

(c) Subject to the requirements of the Loan Resolution, if prepayment is not agreeable with the holder or insurer, by depositing in trust with the Treasurer, or with a corporate trustee designated by the governing body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 22. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution together with the attached Loan Resolution (Exhibit A).

Section 23. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such

action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(c) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(d) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 24. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders or insurers of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such refunding obligations as may have been issued for the purpose of refunding any of such Notes if such refunding obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity of interest rate of the Notes, or modify the terms of payment of principal or interest on the Notes or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders or insurers of less than all of the Notes and Parity Obligations then outstanding; and

(c) Reduce the percentage of the principal amount of Notes, the consent of the holders or insurers of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders or insurers of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such

amendatory Resolution and such Resolution shall become effective and binding upon the holders or insurers of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 26. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 27. Consent of the Government Where Noteholder Consent Required. The United States of America acting as insurer of the Notes shall be deemed to be the holder and owner for the Notes: (i) at all times for the purpose of the execution and delivery of any amendment, change or modification of the Resolution or the initiation by the registered owner of any action to be undertaken at the registered owner's request, which under this Resolution requires the written approval or consent of or can be initiated by the registered owner and (ii) following an event of default under the provisions of this Resolution.

Section 28. Defeasance; Government Consent. As long as any of the Notes are owned or insured by the Government, the Issuer will not issue any additional revenue notes or other obligations for the purpose of providing funds to refund all or part of the Notes unless either (i) all installments of principal of the note or notes owned or insured by the Government are paid, retired and canceled concurrently with the issuance of such refunding revenue notes or other obligations or at the first interest and principal payment date for the Note occurring after the

issuance of the refunding revenue notes or other obligations or (ii) consent to the issuance of such refunding revenue notes or other obligations is given by the Government.

When a Note shall have been paid and discharged, then the requirements contained in this Resolution and the pledge of Revenues made hereunder and all other rights granted hereby shall terminate. Unless owned or insured by the Government and subject to the preceding paragraph, a Note shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with a bank located in the State of Iowa and having full trust powers, at or prior to the stated maturity or redemption date of said Note, in trust for and irrevocably appropriated thereto, moneys and/or direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of such Note and interest accrued to the stated maturity or redemption date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if the Note shall be redeemed prior to the stated maturity thereof, the Issuer shall have elected to redeem the Note and notice of such redemption shall have been given. Any moneys and obligations which at any time shall be deposited with said bank by or on behalf of the Issuer, for the purpose of paying and discharging a Note, shall be and are hereby assigned, transferred and set over to such bank in trust for the holder of such Note, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys deposited with said bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 29. Refinancing. Issuer covenants and agrees that it will refinance the unpaid balance, in whole or in part, of the outstanding principal amount of the Notes and Parity Obligations upon the request of the Government, if at any time it should appear to the Government that the Issuer is able and authorized by law, not inconsistent with Parity legislation, if any, to refinance the Note and Parity Obligations by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes. [7 USC §1983 (3)].

Section 30. Loan Resolution Controlling. The Loan Resolution in the form attached to this Resolution is approved and authorized to be executed on behalf of the Issuer by the Mayor and attested by the City Clerk; or if previously adopted by this Council, the Loan Resolution is hereby ratified in all respects. So long as the United States of America, acting through the Government, is the holder of any of the Notes and to the fullest extent permitted by Iowa law, the Issuer shall be subject to the existing Loan Resolution between the Issuer and the Government. The provisions of the Loan Resolution and the provisions of this Resolution are to be construed wherever possible so that they will not be in conflict. In the event such construction is not possible, the provisions of the Loan Resolution shall prevail.

ADOPTED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of the 28th day of February, 2018, by and between the City of Adel, State of Iowa (the "City") acting through its City Council (the "Council") and United States Government, the United States of America (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,163,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of a Sewer Revenue Capital Loan Notes, Taxable Series 2018, in the aggregate principal amount of \$1,163,000 (the "Note").

2. The loan proceeds shall be used to pay a portion of the costs of improvements and extensions of the Municipal Sewer Utility, including construction of sewer main along Main Street and 11th Street, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project. Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Sewer Revenue Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on March 28, 2018.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Note, in substantially the form set forth in the Resolution, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated the date of delivery, and shall mature and bear interest as follows:

RCLN-1: \$1,163,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018, at 2.00% interest rate

Principal of and interest on the note shall become due in installments of \$3,524 on March 28, 2018, and monthly on the 28th day of the month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on February 28, 2058.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Note, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Note and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System to the extent provided in the Resolution. The Note shall not be a general obligation of the City nor shall it be payable in any manner by taxation, and the City shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Note.

5. The City may borrow additional money, enter into further Loan Agreements and issue additional Notes or Bonds which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such additional Notes to the Water Revenue Fund of the City.

6. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements of the statute and by the Lender pursuant to the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.)

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ADEL, STATE OF IOWA (City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk
(SEAL)

UNITED STATES OF AMERICA(Lender)

By: _____
(Signature)

(Name)

(Title)

REGISTERED
Certificate No. 1

REGISTERED
Principal Amount \$1,163,000

**UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF DALLAS
CITY OF ADEL
TAXABLE SEWER REVENUE CAPITAL LOAN NOTES
SERIES 2018**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Note Date</u>
2.00%	February 28, 2058	February 28, 2018

The City of Adel, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

United States Government, United States of America

or registered assigns, the principal sum of ONE MILLION ONE HUNDRED SIXTY-THREE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable as follows:

If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Government and interest shall accrue on the principal amount of each advance from its actual date as shown on the reverse hereof until paid at the rate per annum specified above, payable as follows:

Principal of and interest on the Note shall become due in installments of \$3,524.00 on March 28, 2018 and monthly on the 28th day of each month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on February 28, 2058.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date.

THE ISSUER DOES NOT INTEND OR REPRESENT THAT THE INTEREST ON THE NOTE WILL BE EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES, AND THE ISSUER IS NOT OBLIGATED TO TAKE ANY ACTION TO ATTEMPT TO SECURE ANY SUCH EXCLUSION. THE HOLDER OF THE NOTES THEREFORE SHOULD TREAT THE INTEREST THEREON AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions of the Municipal Sewer Utility, including construction of sewer main along Main Street and 11th Street, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date of delivery, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes, including the respective installments of principal corresponding thereto in the case of a Note, the principal of and interest on which are payable in installments, shall be subject to redemption and prepayment prior to maturity, in whole or from time to time in part at the option of the Issuer, on any date upon payment of the par value of the principal amount of Notes to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in the Note Resolution.

This Note and the series of which it forms a part and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution and Loan Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Municipal Sewer Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City impressed or imprinted hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Clerk, Adel, Iowa.

Date of authentication: DO NOT DATE

CITY OF ADEL, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk

By: _____
Mayor

CITY CLERK, Registrar

ATTEST:

By: _____
Authorized Signature

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

RECORD OF ADVANCES

	Amount	Date		Amount	Date
1	\$		6	\$	
2	\$		7	\$	
3	\$		8	\$	
4	\$		9	\$	
5	\$		10	\$	

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

DELIVERY CERTIFICATE

We the undersigned, City Officials do hereby certify that we are the officers, respectively above indicated, of a municipal corporation in the State of Iowa, known as the City of Adel, State of Iowa (the "Issuer"); that in pursuance of the provisions of Sections 384.24A, and 384.83, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered a fully registered Sewer Revenue Capital Loan Notes, Taxable Series 2018, of the City of Adel, State of Iowa, in the amount of \$1,163,000, dated the day of delivery. The Note shall mature and bear interest as follows:

RCLN-1: \$1,163,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018, at 2.00% interest rate

Principal of and interest on the note shall become due in installments of \$3,524 on March 28, 2018, and monthly on the 28th day of the month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on February 28, 2058.

The Note was executed with the genuine signature of the Mayor and City Clerk of said Issuer and by fixing thereon the official seal of said Issuer, a true impression appearing below, the certificate on the back of the Note being executed with the genuine signature of the Registrar, and the Note being registered as to ownership in the name of the United States of America.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Issuer, or the titles of the aforesaid officers to their respective positions, or the validity of the aforesaid Notes, or the pledge of the net earnings of the Sewer System, to the payment of said Note or the power and duty of said Issuer to construct, own and operate its aforesaid Sewer Utility as a revenue-producing undertaking and to provide, charge and apply adequate rates and charges for the full and prompt payment of the principal and interest of the aforesaid Note, and that none of the proceedings or authority for the issuance of said Note have been repealed, revoked, rescinded, or modified in any manner.

We further certify that the City did heretofore establish a Municipal Sewer System (hereinafter referred to as the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of the Utility.

We further certify that the present financial condition of said Issuer is as follows:

Total Sewer revenue bonded indebtedness, of said Issuer including the above-mentioned Sewer Revenue Capital Loan Notes, Taxable Series 2018	\$1,163,000
--	-------------

All other indebtedness of said Issuer of any kind, payable from Sewer revenues	\$0
---	-----

IN WITNESS WHEREOF, we have hereunto affixed our hands at Adel, Iowa, this
_____ day of _____, 2018.

Mayor

City Clerk

Treasurer

(SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed qualified and acting City Clerk of the City of Adel, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City Council and of its officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$1,163,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018, of the City, dated February 28, 2018, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to the authorization, issuance and disposition of the notes, and that the City Council consists of a mayor and five (5) Council Members, and that James Peters is Mayor thereof, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of the proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, City Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that all meetings of the City Council at which action was taken in connection with the notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2018, at Adel, Iowa, Iowa.

City Clerk, City of Adel, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

James Peters

(Original Signature)

City Clerk:

Jackie Steele

(Original Signature)

City Treasurer:

Brittany Sandquist

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF DALLAS

)

Subscribed and sworn to before me by James Peters, Jackie Steele and Brittany Sandquist on this _____ day of _____, 2018.

Notary Public in and for Dallas County, Iowa

(SEAL)

ORIGINAL

ORGANIZATIONAL CERTIFICATE

STATE OF IOWA)
)
COUNTY OF DALLAS)SS

I, the City Clerk of the City of Adel, in the County and State aforesaid, do hereby certify that a Sewer System was established in the City in the year _____, and that the Sewer System has been in continuous operation since its establishment as aforesaid in supplying its services to the City and its inhabitants.

I do further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, or the improvements or extensions of the Sewer System of the City of Adel, Iowa.

Witness my hand and seal of the City this _____ day of _____, 2018.

City Clerk

(SEAL)

ORIGINAL

CERTIFICATE OF RECEIPT OF NOTE
PROCEEDS AND DEPOSIT OF FUNDS

We, the undersigned, Mayor and City Clerk, do hereby certify that we are the officers, respectively above indicated, of a municipal corporation in the State of Iowa, known as the City of Adel, Iowa; that in pursuance of the provisions of Sections 384.24A and 384.83, Code of Iowa, there has been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered one (1) registered Note of said Issuer, in the amount of \$1,163,000, dated the date hereof.

The Note proceeds advanced at closing on the date hereof, have been deposited and will be utilized in furtherance of the Project. All future advances under the Note, if any, will be deposited and utilized in furtherance of the Project.

IN WITNESS WHEREOF, we have hereunto affixed our hands at Adel, Iowa, this _____ day of _____, 2018.

_____, Mayor

_____, City Clerk

(SEAL)

CONFIRMATION OF CLOSING CERTIFICATE

TO: AHLERS & COONEY, P.C.
100 Court Avenue - Suite 600
Des Moines, Iowa 50309-2231

We, the undersigned, being the officials of the City of Adel, State of Iowa, herewith confirm the closing with the purchaser of \$1,163,000 of Sewer Revenue Capital Loan Notes, Taxable Series 2018, dated February 28, 2018 of the City which closing took place on the 28th day of February, 2018.

As of the closing, we were the duly appointed and acting officials of the City and all recitals contained in the Transcript Certificate, Delivery Certificate, Organizational Certificate and Certificate of Receipt of Note Proceeds and Deposit of Funds heretofore executed were true and correct and by our authorization the certificates were dated as of the closing.

The legal opinion of Ahlers & Cooney, P.C., with respect to the Note was dated as of the closing date and delivered with the Note to the Purchaser. All temporary obligations and interest due thereon have been retired or paid prior to or simultaneously with the closing by delivery of the Note. The difference, if any, in the amount of outstanding temporary obligations, together with accrued interest thereon, after deducting the principal amount of the Note, was paid simultaneously from cash funds of the Issuer.

Note proceeds advanced and to be advanced have been and will be disbursed as follows:

\$15,300	Project Fund (issuance expenses)
\$1,147,482.72	Principal and Interest on Interim Financing (Raccon Valley Bank)
\$217.28	Improvement Fund
\$1,163,000	Total Note Proceeds

In addition, all other matters contained in your letter of closing instructions and the instructions from the regional attorney for the Purchaser were complied with.

Done and certified to this _____ day of _____, 2018.

Very truly yours,

Mayor

City Clerk

(HOLD AND RETURN AFTER DELIVERY OF NOTES AND RECEIPT OF PAYMENT)

ORIGINAL

CERTIFICATE OF FINANCE DIRECTOR

I, Brittany Sandquist, Finance Director of the City of Adel, Iowa, certify that on or before February 28, 2018, the City deposited the amount of \$482,131.25 (from the Sewer Revenue Note and Interest Sinking Fund, the Sewer Revenue Debt Service Reserve Fund and Surplus Revenue in the Sewer Revenue Fund) in trust with the Treasurer of the City for the discharge and satisfaction of the entire outstanding portion of the city's Sewer Revenue Capital Loan Notes, Series 2013, dated June 18, 2013, such amount being the amount in cash which shall be sufficient to retire on June 1, 2018, all of such obligations outstanding at this time together with interest thereon to said payment date of June 1, 2018, and is irrevocably appropriated exclusively to that purpose.

I further certify that the account in which said \$482,131.25 has been deposited in trust earns interest at a rate substantially below the Bond Yield of 2.772269% for the Series 2013 Notes being defeased by said deposit, and said deposit shall never earn interest at a rate or produce a yield above said Bond Yield through the payment date of June 1, 2018.

I understand and acknowledge that Ahlers & Cooney, P.C., Bond Counsel, will rely on my certifications herein in issuing their opinion with respect to the \$1,163,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018.

Dated this ____ day of _____, 2018.

CITY OF ADEL, IOWA

By: _____
Its: Finance Director

RES No. 18-12

ORIGINAL

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.

Date of Meeting: February 13, 2018.

Time of Meeting: _____ o'clock _____.M.

Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

- Resolution Authorizing the Redemption of Outstanding Taxable Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2017A, dated June 28, 2017.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

February 13, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at _____ o'clock _____ M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2017A, OF THE CITY OF ADEL, STATE OF IOWA, DATED JUNE 28, 2017, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING TAXABLE SEWER REVENUE CAPITAL
LOAN NOTES ANTICIPATION PROJECT NOTE,
SERIES 2017A, OF THE CITY OF ADEL, STATE OF IOWA,
DATED JUNE 28, 2017, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated June 13, 2017, authorize the issuance of \$1,420,000 Taxable Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2017A, (the "Notes") dated June 28, 2017; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 28, 2017 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that the entire outstanding principal of \$1,146,158.27 be so redeemed on February 28, 2018 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. That outstanding Taxable Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2017A, dated June 28, 2017, in the principal amount of \$1,146,158.27, be and the same are hereby redeemed as of February 28, 2018.

City Clerk, in their capacity as Registrar and Paying Agent of the Notes, is hereby authorized and directed to cause notice of such redemption be given not less than ten (10) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by certified mail.

Section 2. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Notes to the date of redemption.

Section 3. That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF NOTES FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED NOTES:

Please take notice that the Notes described below have been called for redemption. Owners of the Notes should present their Notes for payment on the redemption date.

Issuer: City of Adel, State of Iowa

Original Issue Amount: \$1,420,000

Note Issue: Taxable Sewer Revenue Capital Loan Notes Anticipation Project Note,
Series 2017A

Dated Date: June 28, 2017

Redemption Date: February 28, 2018

Redemption Price: par, plus accrued interest

Notes Called for Redemption

<u>Note Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
R-1	\$1,146,158.27	3.20%	July 28, 2018

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Notes.

The above Notes should be presented to City Clerk, Adel, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

CITY CLERK, CITY OF ADEL, IOWA

(End of Notice)

PASSED AND APPROVED this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.
Date of Meeting: February 13, 2018.
Time of Meeting: _____ o'clock _____.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

- Resolution Authorizing the Redemption of Outstanding Sewer Revenue Capital Loan Notes, Series 2013, dated June 25, 2013.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

RES No 18-13

City Clerk, City of Adel, State of Iowa

February 13, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at _____ o'clock _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2013, OF THE CITY OF ADEL, STATE OF IOWA, DATED JUNE 25, 2013, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING SEWER REVENUE CAPITAL LOAN NOTES,
SERIES 2013, OF THE CITY OF ADEL, STATE OF IOWA,
DATED JUNE 25, 2013, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated June 11, 2013, authorize the issuance of \$570,000 Sewer Revenue Capital Loan Notes, Series 2013, (the "Notes") dated June 25, 2013; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2018 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that \$450,000 be so redeemed on June 1, 2018 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. That outstanding Sewer Revenue Capital Loan Notes, dated June 25, 2013, in the principal amount of \$450,000, be and the same are hereby redeemed as of June 1, 2018.

Bankers Trust Company, in their capacity as Registrar and Paying Agent of the Notes, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the

registered owners of the Notes by certified mail, and to notify DTC and EMMA (via searchable PDF electronic filing).

Section 2. The City Treasurer is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Notes to the date of redemption.

Section 3. That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF NOTES FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED NOTES:

Please take notice that the Notes described below have been called for redemption. Owners of the Notes should present their Notes for payment on the redemption date.

Issuer: City of Adel, State of Iowa

Original Issue Amount: \$570,000

Note Issue: Sewer Revenue Capital Loan Notes, Series 2013

Dated Date: June 25, 2013

Redemption Date: June 1, 2018

Redemption Price: par, plus accrued interest

Notes Called for Redemption

<u>CUSIP Numbers</u>	<u>Note Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
00678R AR2	2	\$ 75,000*	2.00%	2021
00678R AV3	3	\$110,000	3.00%	2025
00678R AZ4	4	\$125,000	3.25%	2029
00678R BD2	5	\$140,000	3.50%	2033

*\$25,000 of the 2021 maturity will be paid pursuant to mandatory redemption; \$75,000 of the 2021 maturity is being call for redemption.

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Notes.

The above Notes should be presented to City Clerk, Adel, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

BANKERS TRUST COMPANY,
DES MOINES, IOWA

(End of Notice)

PASSED AND APPROVED this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

01451323-1\10113-069

City of Adel, Iowa
Sewer Enterprise Fund
Cash-Basis Cashflow Analysis

EXHIBIT 1

<i>Growth Assumptions</i>	
Operating Expenses	Various
Water Usage	1.00%
Interest Rate	n/a

<i>Sewer Revenue Adjustments</i>			
1-Jul-16	2.30%	1-Jul-21	3.00%
1-Jul-17	3.00%	1-Jul-22	3.00%
1-Jul-18	3.00%	1-Jul-23	3.00%
1-Jul-19	3.00%	1-Jul-24	n.a.
1-Jul-20	3.00%	1-Jul-25	n.a.

	Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Sewer Rates	7/1/2014	9/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2022
Sewer Flat Rate 1	\$13.56	\$13.86	\$14.18	\$14.60	\$15.04	\$15.50	\$15.97	\$16.44	\$16.94	\$17.45
First 5,000 gallons per 1,000 gallons 2	\$6.78	\$6.93	\$7.09	\$7.30	\$7.52	\$7.75	\$7.98	\$8.22	\$8.47	\$8.72
> 5,000 gallons per 1,000 gallons 3	\$4.88	\$4.98	\$5.09	\$5.24	\$5.40	\$5.56	\$5.73	\$5.90	\$6.08	\$6.26
CSI Surcharge 4	\$0.00	\$0.00	\$0.00	\$7.00	\$12.00	\$15.00	\$23.00	\$33.00	\$52.00	\$52.00
Beginning of FY # of Accounts 5	-	-	1,730	1,733	1,748	1,763	1,778	1,793	1,808	1,823
Average Rate/1,000 gallons 6	\$5.93	\$5.94	\$5.88	\$6.06	\$6.24	\$6.43	\$6.62	\$6.82	\$7.02	\$7.23
WATER SOLD (1,000 gallons) 7	87,921	97,240	105,531	106,586	107,652	108,729	109,816	110,914	112,023	113,144
OPERATING REVENUES										
Sewer Usage Charge Revenues 8	\$521,634	\$577,788	\$620,972	\$645,913	\$671,750	\$699,126	\$726,982	\$756,435	\$786,404	\$818,028
Connection Fee 9	24,350	51,750	62,750	7,500	7,500	7,500	7,500	7,500	7,500	7,500
CSI Charge 10	0	0	5	145,572	251,712	317,340	490,728	710,028	1,128,192	1,137,552
Miscellaneous Revenues 11	0	2,308	3,150	0	0	0	0	0	0	0
Total Operating Revenues 12	\$545,984	\$631,846	\$686,877	\$798,985	\$930,962	\$1,023,966	\$1,225,210	\$1,473,963	\$1,922,096	\$1,963,080
OPERATING EXPENSES										
Business Type Expenditures 13	\$331,241	\$438,841	\$425,968	\$477,829	\$501,720	\$526,806	\$553,147	\$580,804	\$609,844	\$640,337
Reserved 14	0	0	0	0	0	0	0	0	0	0
Total Operating Expense 15	\$331,241	\$438,841	\$425,968	\$477,829	\$501,720	\$526,806	\$553,147	\$580,804	\$609,844	\$640,337
Net Operating Revenues 16	214,743	193,005	260,910	321,156	429,241	497,159	672,063	893,159	1,312,251	1,322,743
Non Operating Revenues (expenses)										
Interest 17	\$0	\$0	\$318	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Income 18	\$0	\$0	\$318	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Revenue for Debt Service 19	\$214,743	\$193,005	\$261,228	\$321,156	\$429,241	\$497,159	\$672,063	\$893,159	\$1,312,251	\$1,322,743

City of Adel, Iowa
Sewer Enterprise Fund
Cash-Basis Cashflow Analysis

<i>Growth Assumptions</i>	
Operating Expenses	Various
Water Usage	1.00%
Interest Rate	n/a

<i>Sewer Revenue Adjustments</i>			
1-Jul-16	2.30%	1-Jul-21	3.00%
1-Jul-17	3.00%	1-Jul-22	3.00%
1-Jul-18	3.00%	1-Jul-23	3.00%
1-Jul-19	3.00%	1-Jul-24	n.a.
1-Jul-20	3.00%	1-Jul-25	n.a.

	Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Net Revenue for Debt Service 20	\$214,743	\$193,005	\$261,228	\$321,156	\$429,241	\$497,159	\$672,063	\$893,159	\$1,312,251	\$1,322,743
Sewer Debt Service										
Series 1997 SRF 21	\$16,380	\$15,930	\$16,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2013 Sewer Revenue Notes 22	40,013	39,763	39,513	39,263	0	0	0	0	0	0
Interim Construction Loan #1 (2A) 23	0	0	0	20,186	0	0	0	0	0	0
Proposed USDA Loan #1 (2A) 24	0	0	0	15,950	47,850	47,850	47,850	47,850	47,850	47,850
Proposed Sewer SRF Loan Series 2018 25	0	0	0	0	78,977	354,623	382,280	382,270	382,110	382,800
Proposed Sewer SRF Loan Series 2021 26	0	0	0	0	0	0	0	139,508	630,169	679,410
Service Fee 27	622	515	507	507	0	0	0	0	0	0
Miscellaneous 28	0	0	0	0	0	0	0	0	0	0
Total Sewer Debt 29	\$57,015	\$56,208	\$56,500	\$75,906	\$126,827	\$402,473	\$430,130	\$569,628	\$1,060,129	\$1,110,060
Debt Service Coverage										
Net Revenues/ Revenue Debt 30	3.77	3.43	4.62	4.23	3.38	1.24	1.56	1.57	1.24	1.19
Net Revenues/ Total Debt 31	3.77	3.43	4.62	4.23	3.38	1.24	1.56	1.57	1.24	1.19
				<i>Target = 1.25x for Parity Test until FY18 Defeasance/ 1.10x for USDA or SRF Loan</i>						
NET CASHFLOW AFTER DEBT 32	\$157,729	\$136,798	\$204,728	\$245,251	\$302,414	\$94,687	\$241,933	\$323,531	\$252,123	\$212,683
Capital Improvement Projects 33	(19,291)	(2,328)	(129,701)	(1,593,267)	(7,250,000)	(905,000)	(235,000)	(2,275,000)	(6,100,000)	(4,115,000)
Other cash (uses)/sources 34	0	(1)	(1)	(450,000)	0	0	0	0	0	0
Bond Proceeds 35	0	0	0	1,467,767	7,135,000	855,000	185,000	1,725,000	6,050,000	3,915,000
Transfers (to)/from General Fund 36	(292,512)	0	(100,250)	0	0	0	0	0	0	0
Transfers (to)/from LOST 37	0	0	0	0	0	0	0	0	0	0
Transfers (to)/from USDA Reserves 38	0	0	0	0	(14,785)	(53,065)	(10,000)	(10,000)	(10,000)	(10,000)
Transfers (to)/from Other Funds 39	(74,846)	20,999	75,121	111,882	(110,100)	138,198	(50,598)	(130,400)	(58,063)	(17,492)
Annual Surplus/ (Deficit) 40	(\$228,921)	\$155,468	\$49,897	(\$218,368)	\$62,529	\$129,819	\$131,335	(\$366,869)	\$134,059	(\$14,809)
Beginning Unrestricted Cash Balance 41	\$564,987	\$336,066	\$491,534	\$541,431	\$323,063	\$385,593	\$515,412	\$646,747	\$279,878	\$413,937
Ending Unrestricted Cash Balance 42	\$336,066	\$491,534	\$541,431	\$323,063	\$385,593	\$515,412	\$646,747	\$279,878	\$413,937	\$399,129
Unrestricted Cash % of Expenses 43	101%	112%	127%	68%	77%	98%	117%	48%	68%	62%

City of Adel, Iowa
Sewer Enterprise Fund
Cash-Basis Cashflow Analysis

<i>Growth Assumptions</i>	
Operating Expenses	Various
Water Usage	1.00%
Interest Rate	n/a

<i>Sewer Revenue Adjustments</i>			
1-Jul-16	2.30%	1-Jul-21	3.00%
1-Jul-17	3.00%	1-Jul-22	3.00%
1-Jul-18	3.00%	1-Jul-23	3.00%
1-Jul-19	3.00%	1-Jul-24	n.a.
1-Jul-20	3.00%	1-Jul-25	n.a.

Audited Financial Statements				Budget	Budget	Projected	Projected	Projected	Projected	Projected
FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	

RESTRICTED FUNDS

Sinking Fund	44	\$57,857	\$57,857	\$57,857	\$0	\$0	\$0	\$0	\$0	\$0
Bond Reserve Fund	45	41,038	41,038	41,038	0	0	0	0	0	0
CSI Charge Fund	46	0	0	0	109,436	219,536	81,338	131,936	262,336	320,399
USDA Reserve Fund	47	0	0	0	0	4,785	47,850	47,850	47,850	47,850
USDA Short-Lived Asset Reserve Fund	48	0	0	0	0	10,000	20,000	30,000	40,000	50,000
2013 Bond Fund	49	197,544	197,544	122,423	0	0	0	0	0	0
Sewer Improvement Fund	50	188,078	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079
Total Restricted Cash	51	\$484,517	\$463,518	\$388,397	\$276,515	\$401,400	\$316,268	\$376,865	\$517,266	\$585,329
Total Cash	52	\$820,583	\$955,052	\$929,828	\$599,578	\$786,993	\$831,680	\$1,023,613	\$797,144	\$999,266

Capital Improvement Plan

Operating Capital Outlays		125,500	115,000	50,000	50,000	50,000	50,000	50,000	50,000
Main Street Sewer Phase One		0	0	0	0	0	0	0	0
Main Street Sewer Phase Two		0	0	0	0	0	0	0	0
Wastewater Treatment Plant Phase One (2.3 MGD)		0	0	0	0	2,225,000	6,050,000	4,065,000	
East Annex Sewer Extension (Phased Lift Station)		200,000	6,660,000	140,000	0	0	0	0	0
Engineering & Legal Fees SRF Loan # 5		0	200,000	715,000	185,000	0	0	0	0
Engineering & Legal Fees SRF Loan # 6		0	275,000	0	0	0	0	0	0
2017 Bonds - Sewer Portion - Brick Streets		1,267,767	0	0	0	0	0	0	0
Total		1,593,267	7,250,000	905,000	235,000	2,275,000	6,100,000	4,115,000	

City of Adel, Iowa
Sewer Enterprise Fund
Operational Expenses

EXHIBIT 2

	Audited Financial Statements			Budget	Budget	Projected Operating Expenses					Expense
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Growth
Personal											
Full Time Wages	\$152,549	\$150,056	\$164,707	\$176,331	\$185,148	\$194,405	\$204,125	\$214,331	\$225,048	\$236,300	5%
Part Time Wages	8,785	7,019	6,940	13,741	14,428	15,149	15,907	16,702	17,537	18,414	5%
Overtime Wages	0	0	304	0	0	0	0	0	0	0	5%
FICA	11,855	11,462	12,510	14,053	14,756	15,493	16,268	17,082	17,936	18,832	5%
IPERS	12,095	13,675	15,214	16,405	17,225	18,087	18,991	19,940	20,937	21,984	5%
Flex Plan TPA	26	87	95	57	60	63	66	69	73	76	5%
Flex Plan	1,365	248	292	0	0	0	0	0	0	0	5%
HRA Reimbursement	7,903	13,280	10,026	12,775	13,414	14,084	14,789	15,528	16,304	17,120	5%
HRA Plan TPA	97	167	167	201	211	222	233	244	257	269	5%
Medical Insurance	17,599	19,746	21,647	33,703	35,388	37,158	39,015	40,966	43,015	45,165	5%
Life & Disability Ins.	845	987	1,227	1,987	2,086	2,191	2,300	2,415	2,536	2,663	5%
Workmen's Comp	1,419	0	0	315	331	347	365	383	402	422	5%
Unemployment	0	0	0	0	0	0	0	0	0	0	5%
Dues, Subscriptions	1,758	1,058	2,267	2,500	2,625	2,756	2,894	3,039	3,191	3,350	5%
Education & Training	1,167	2,380	2,002	2,500	2,625	2,756	2,894	3,039	3,191	3,350	5%
Meeting & Travel	577	1,414	649	1,500	1,575	1,654	1,736	1,823	1,914	2,010	5%
Total Personal Services	\$218,040	\$221,579	\$238,047	\$276,068	\$289,871	\$304,365	\$319,583	\$335,562	\$352,340	\$369,958	

**City of Adel, Iowa
Sewer Enterprise Fund
Operational Expenses**

EXHIBIT 2

	Audited Financial Statements			Budget	Budget	Projected Operating Expenses					Expense
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Growth
Services and Commodities											
Vehicle Fuel-Oil-Lubricants	\$2,601	\$2,550	\$2,572	\$2,500	\$2,625	\$2,756	\$2,894	\$3,039	\$3,191	\$3,350	5%
Vehicle, Equip & Radio Maint.	3,073	3,173	8,531	4,000	4,200	4,410	4,631	4,862	5,105	5,360	5%
Utilities	24,035	29,459	25,833	30,000	31,500	33,075	34,729	36,465	38,288	40,203	5%
Telephone/Radio	1,066	2,478	1,528	1,200	1,260	1,323	1,389	1,459	1,532	1,608	5%
LP Gas	602	335	303	700	735	772	810	851	893	938	5%
Professional Fees	3,860	49,168	15,316	10,000	10,500	11,025	11,576	12,155	12,763	13,401	5%
Insurance - Fire & Auto	5,948	3,489	3,529	6,161	6,469	6,793	7,132	7,489	7,863	8,256	5%
Uniform Rental	897	1,254	1,301	1,000	1,050	1,103	1,158	1,216	1,276	1,340	5%
Sales Tax	5,922	3,702	3,256	8,000	8,400	8,820	9,261	9,724	10,210	10,721	5%
Building & Grounds Maint.	1,827	7,030	6,111	5,000	5,250	5,513	5,788	6,078	6,381	6,700	5%
Plant Maint.	5,577	3,301	4,544	5,000	5,250	5,513	5,788	6,078	6,381	6,700	5%
Distribution/Line Maint.	20,053	33,953	36,753	25,000	26,250	27,563	28,941	30,388	31,907	33,502	5%
Service/Maint. Agreements	9,218	12,527	19,954	39,400	41,370	43,439	45,610	47,891	50,285	52,800	5%
Testing	10,553	15,070	15,999	22,000	23,100	24,255	25,468	26,741	28,078	29,482	5%
Refunds	0	0	0	0	0	0	0	0	0	0	5%
Chemicals	2,279	2,572	6,550	7,000	7,350	7,718	8,103	8,509	8,934	9,381	5%
Minor Equipment	2,048	302	2,911	2,500	2,625	2,756	2,894	3,039	3,191	3,350	5%
Office Supplies	4,416	5,245	5,080	6,000	6,300	6,615	6,946	7,293	7,658	8,041	5%
Plant Supplies	8,998	19,423	26,771	25,000	26,250	27,563	28,941	30,388	31,907	33,502	5%
Misc. Supplies	<u>516</u>	<u>1,253</u>	<u>1,080</u>	<u>1,300</u>	<u>1,365</u>	<u>1,433</u>	<u>1,505</u>	<u>1,580</u>	<u>1,659</u>	<u>1,742</u>	5%
Services and Commodities	\$113,489	\$196,284	\$187,921	\$201,761	\$211,849	\$222,442	\$233,564	\$245,242	\$257,504	\$270,379	
Capital Outlay											
Vehicle	\$0	\$0	\$110,503	\$25,500	\$0	\$0	\$0	\$0	\$0	\$0	
Building	0	0	0	0	0	0	0	0	0	0	
Sewer Upgrades	<u>0</u>	<u>2,328</u>	<u>44,535</u>	<u>100,000</u>	<u>115,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	
Total Capital Outlay	\$0	\$2,328	\$155,038	\$125,500	\$115,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Subtotal	\$331,529	\$420,191	\$581,006	\$603,329	\$616,720	\$576,806	\$603,147	\$630,804	\$659,844	\$690,337	
Total Operating Expenses	\$331,529	\$441,169	\$425,968	\$477,829	\$501,720	\$526,806	\$553,147	\$580,804	\$609,844	\$640,337	
Internal-Audit Adjustments	(288)	(2,328)	0	0	0	0	0	0	0	0	
Audit Report Totals	\$331,241	\$438,841	\$425,968	\$477,829	\$501,720	\$526,806	\$553,147	\$580,804	\$609,844	\$640,337	