



NOTICE OF PUBLIC MEETING – Street Committee

The City of Adel Street Committee will meet at Adel City Hall, 301 S. 10th Street Adel, Iowa, in the Council Chambers on Tuesday, May 1, 2018 at 6:00 p.m.

AGENDA

1. Call to Order
2. Approval of Minutes – April 3, 2018
3. HWY 169 Widening Project
4. DOT Corridor Access Agreements
5. Paving Gravel Roads
6. Dallas County 28E Road Maintenance Agreement
 - a. Equipment: 2009 Road Grader
7. Equipment: 2015 Crack Sealing Machine
8. Dust Control Letter regarding 288th Trail
9. 289th Place Extension Request
10. Any Other Business
11. Adjournment

4/30/2018 2:51:23 PM

Please Note: Members or a quorum of members of other City Boards, Commissions, Committees, and / or the Council may be in attendance. Only items on the agenda may be acted upon and / or discussed.



April 3, 2018 Street Committee – Minutes

The City of Adel’s Street Committee met at Adel City Hall, 301 S. 10th Street, Adel, Iowa, in the Council Chambers on April 3, 2018 at 6:00 p.m.

The Street Committee meeting was called to order at 6:00 p.m. by Chair Rob Christensen. Members present: Christensen, Haynes, and Selby. Others in attendance: Council members McAdon and Ockerman, City Administrator Brown, Public Works Director Overton, Chief of Police Shepherd, McClure Engineering rep. Schug, and Dallas County Engineerreps. Miller and Case.

Haynes motioned, seconded by Selby, to approve the October 30, 2017 minutes. Motion carried unanimously.

Discussion began on the proposed changes to the City/County 28E Road Maintenance Agreement. Brown stated that the City and the County have discussed updating this agreement in light of the proposed annexation south of Adel. Dallas County Engineer Al Miller stated that the wording is very similar to the current agreement. Miller noted that the proposed changes try to even out the mileage with the new gravel roads. In the past, the City would pay the County to maintain these gravel roads, but it was difficult to determine the actual dollar amounts. Miller suggested that a better approach was to equal out the mileage and each entity maintain its fair share. Miller stated that another 28E would be needed to determine how costs are shared for paving gravel roads in multiple jurisdictions.

Haynes asked how Waukee handled gravel roads with their large annexation last year. Miller noted that the County’s 28E Agreement with Waukee was recently updated. Waukee took and maintains all of the new gravel roads from the annexation. Overton noted that the City’s 1983 road grader will present challenges if the City takes over more gravel roads. In addition, the City would have added costs for rock, the machine, operating hours, and dust control.

Miller noted that the County Board of Supervisors is set to review the draft changes next week. Brown provided an update of the annexation timeline. Overton stated that the City will need to maintain any new gravel roads from the annexation since half of them will be in the City. Selby asked how the City would pay for the extra costs. Brown stated that RUT reserves or General funds could be used until the 2020 Census. Ockerman noted that the City does not have the bonding capacity to pave the gravel roads. Overton stated that he will work on estimating costs. The committee agreed to discuss the proposed changes at the April 10 council meeting.

Discussion moved to the partial vacation of 288th Trail near the river. Miller stated that the County had received a request to vacate a section of 288th Trail. The County is in the process of scheduling a public hearing to consider further. The committee discussed the potential issues and advised Brown to draft a letter opposing the plan.

Discussion moved to traffic issues on South 11th Street. Christensen noted that the 2009 Comprehensive Plan shows this street as a major collector. Overton noted that Lynne Drive has not been connected because the Timberview West developer is waiting to learn more about the City’s HWY 169 plans. Ockerman noted that traffic has not increased much near his house. Shepherd stated that the Police Department has made progress slowing down vehicles and stopping heavy truck traffic. The speed trailer will be deployed once it has been repaired. Schug noted that major collector streets typically see up to 2,000 cars per day, but this street is only seeing 300 cars per day.

Discussion moved to relocating a “No Parking Here To Corner” sign on South 11th. Overton noted that resident Susan Renfrow made this request for safety reasons. Shepherd stated that he and Overton reviewed it and recommend that it be moved south to improve visibility.

Haynes motioned, seconded by Selby, to recommend moving the “No Parking Here To Corner” sign for consideration at the April 10 council meeting. Motion carried unanimously.



Discussion moved to the HWY 169 widening project. Schug stated that the project's estimated cost is approximately \$3.4 million. The project would widen HWY 169 to three lanes (i.e., a middle turn lane) from Greenwood Hills Drive south to 302nd Place. Schug stated that, with developer and DOT funding, the local cost would be approximately \$2 million. The local cost could be paid for by assessing lots in the new developments. Because of the number of lots in this area, the average cost per lot would be less than \$4,000. The project would include street lights and sidewalks. Christensen suggested that the project include right turn lanes into the developments. Further meetings with the DOT and bond counsel will be held.

Discussion moved to the 289th Place extension. Brown noted that, since the mayor's veto was sustained in January, no official action has occurred on this project. Brown has spoken with the mayor to determine if the August deadline for a RISE Grant could be met. Schug noted that Landmark may accept Monarch's proposal from last year. Christensen stated that this area should be opened for development. Schug provided information on the RISE Grant process. Haynes suggested that the mayor should reach out to both parties to continue the conversation. Christensen stated that he will talk with the mayor about the next steps.

Discussion moved to the Five Year Streets CIP, which was published in December 2017. Overton and Schug noted that the cost figures may be outdated. Schug stated that we may consider a new technology that is much more convenient for homeowners. Overton noted that the City will have more funding after the 2020 Census.

Regarding equipment, Overton stated that the City's new snow plow has been ordered. As discussed earlier, a newer road grader will be necessary for the new gravel roads. Overton stated that the backhoe may need to be replaced soon. In addition, with the new gravel roads, a new mower will be necessary for the ditches.

Discussion moved to planning on new subdivisions and infrastructure. Schug stated that updating our 2009 Comprehensive Plan would be very helpful.

Discussion moved to sidewalks and trails. Schug stated that the City may only receive half of its requested grant funds from CIRTPA TAP. Selby stated that the Standley family is concerned about the relocation of trails near their home. Overton noted that a trail plan was never formalized for that area and that a nearby creek will be an issue. Selby stated that the City will need to consider the Standley family's concerns before it constructs a trail. The committee discussed how trail plans are developed.

Regarding sidewalks, Overton noted that, in the past, City staff would walk a quarter of the City every year and issue letters for all damaged sidewalks. However, this practice has subsided and it is now a complaint-driven process.

Discussion moved to setting a standing meeting. Christensen stated that the committee could set a standing meeting each month and then cancel if needed. The committee agreed to meet on the first Tuesday of the month at 6:00 p.m.

With no other business, the meeting was adjourned at approximately 7:42 p.m.

Respectfully submitted,

Anthony Brown
City Administrator

County	Dallas
City	Adel & Waukee
Project No.	None
Iowa DOT	
Agreement No.	2017-XX-XXX
Staff Action No.	



**Cooperative Agreement
U.S. 6 Corridor Access Management Plan
Adel to Waukee**

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the “DOT”, the Cities of Adel and Waukee, hereinafter designated the “CITIES”, and Dallas County, Iowa, hereinafter designated the “COUNTY”, as follows;

WHEREAS, the purpose of this Agreement is to define parameters for transportation management, access management, land-use and development characteristics along the U.S. 6 corridor within the limits defined.

WHEREAS, it is not the purpose of this Agreement to identify specific projects, rather, its purpose is to establish guidelines that promote safe and efficient traffic flow and enhance and sustain economic development along the corridor. This agreement is intended to supersede the Waukee portion of the existing 2003 corridor agreement. The CITIES will be able to use this Agreement as a tool for managing economic development along the U.S. 6 corridor between Adel and Waukee.

WHEREAS, the designated corridor extends from the North Raccoon River in Adel east to SE Waco Place in Waukee for a total length of approximately 8.48 miles. The preliminary corridor designation discussed at the initial project management team meeting. The initial project management team included the Cities of Waukee and Adel; Dallas County and the DOT.

NOW, THEREFORE, IT IS AGREED as follows:

1. GENERAL STANDARDS FOR MANAGEMENT OF U.S. 6:

A. OPERATIONS

- 1) Existing/Future Traffic Signals: have been agreed upon and established as depicted on Exhibit “A”. No additional traffic signals shall be constructed within the defined U.S. 6 corridor. Proposed traffic signals shall meet DOT signal warrants analysis prior to installation.
 - Existing traffic signals (*shown as: yellow diamond symbol*) are currently located on US 6 at the following: US 6/US 169; U Ave/10th Street; 6th Street; 4th Street; Warrior Lane; Dartmoor Drive; Alice’s Road.
 - Future traffic signals (*shown as: open yellow diamond symbol*) are currently located on US 6 at the following: Prospect Ave; 288th Trail; Puckerbrush Road; CR R16; 61+43 +/- (future connection); Richland Place; S Avenue; 85+14 +/- (future connection); T Avenue; 102+61 +/- (future connection); Westgate Drive; Waco Place. Any additional signal locations shall meet half mile spacing distance.

County	<u>Dallas</u>
City	<u>Adel & Waukee</u>
Project No.	<u>None</u>
Iowa DOT	
Agreement No.	<u>2017-XX-XXX</u>
Staff Action No.	<u></u>

- 2) Full Movement Access Locations (non-signalized): (See Exhibit "A") These access locations will be subject to future operational restrictions, based on mainline capacity and land use. Traffic impact analysis will be required when there is a change in land use.
- 3) Right-In/Right-Out, access locations: (See Exhibit "A") have been identified. Improvements to the existing and the need for future local system development is encouraged.

B. PLANNING

- 1) Existing access connections may be required to have appropriate acceleration and deceleration lanes, tapers and other appropriate geometric features to ensure that the impacts of the adjoining development to the U.S. 6 corridor are fully mitigated. Full directional access connections may also include appropriate left turn storage where necessary.
- 2) At all public road intersections, the functional area of those intersections shall be maintained. No additional access shall be allowed within the functional areas. The area extends both upstream and downstream from the physical intersection areas and includes the public cross street.
- 3) Access control should be maintained along the intersection public road connection for the minimum distance of 150 feet, 300 feet preferred, from the near edge of the travel way of the primary highway. This is needed to provide sufficient storage within the proposed connection to prevent spill-back onto the abutting primary highway.
- 4) The CITIES land use and development regulations shall provide support for proper service road network integration that promotes shared access and inter-parcel circulation. Therefore, regulations should focus on requiring the use of the existing and new local roadway system for direct commercial access. Future establishment of access roads may require developers to build or contribute on a prorated basis for access way construction as part of their subdivision plat approvals.
- 5) Should U.S. 6 be improved along the designated corridor, public road access allowed by this agreement shall continue unless a change is agreed to by the CITIES, COUNTY, and DOT.

2. GENERAL PARAMETERS FOR IMPLEMENTATION:

- A. It is understood that this Agreement may be appended, amended or vacated by the written agreement of all signatory parties.
- B. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement are binding upon the DOT, the CITIES, and the COUNTY as defined herein.
- C. The CITIES and COUNTY agree to amend all necessary zoning ordinances, subdivision ordinances, and/or additional ordinances/resolutions as may be required to abide by the terms of this Agreement.

County	<u>Dallas</u>
City	<u>Adel & Waukee</u>
Project No.	<u>None</u>
Iowa DOT	
Agreement No.	<u>2017-XX-XXX</u>
Staff Action No.	<u></u>

- D. The DOT, CITIES, and COUNTY as defined herein, will meet on an annual basis to review and evaluate this Agreement. The DOT will coordinate the annual meeting by determining the date and location along with gathering input from the CITY and COUNTY for preparation of the agenda.
- E. In accordance with Iowa Code Chapter 216, the CITIES and COUNTY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- F. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- G. This agreement is not assignable without the prior written consent of the DOT.
- H. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- I. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) day notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT, CITIES and COUNTY agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- J. This Agreement may be executed in (three) counterparts, each of which so executed will be deemed to be an original.
- K. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the DOT, CITIES and COUNTY regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

County Dallas
City Adel & Waukee
Project No. None
Iowa DOT
Agreement No. 2017-XX-XXX
Staff Action No. _____

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2017-XX-XXX as of the date shown opposite its signature below:

CITY OF ADEL:

By: _____ Date: _____, 20__.
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY, was duly authorized to execute the same on the ____ day of _____, 20__.

Signed _____
City Clerk Adel, Iowa

CITY OF WAUKEE:

By: _____ Date: _____, 20__.
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY, was duly authorized to execute the same on the ____ day of _____, 20__.

Signed _____
City Clerk De Soto, Iowa

COUNTY OF DALLAS:

By: _____ Date: _____, 20__.
Title: Chairman Board of Supervisors

I, _____, certify that I am the Auditor of the COUNTY, and that _____, who signed said Agreement for and on behalf of the COUNTY, was duly authorized to execute the same on the ____ day of _____, 20__.

Signed _____
Dallas County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Scott Schram, P.E.
District 4 Engineer

County	<u>Dallas</u>
City	<u>Adel & Waukee</u>
Project No.	<u>None</u>
Iowa DOT	
Agreement No.	<u>2017-XX-XXX</u>
Staff Action No.	<u></u>

EXHIBIT A

Existing and Future Traffic Signal Locations

(Insert Map)

● RIGHT IN / RIGHT OUT
 ● FULL
 ◆ FUTURE SIGNALS
 ● ◆ FUTURE FULL ACCESS W/ SIGNALS
 ◆ EXISTING SIGNALS



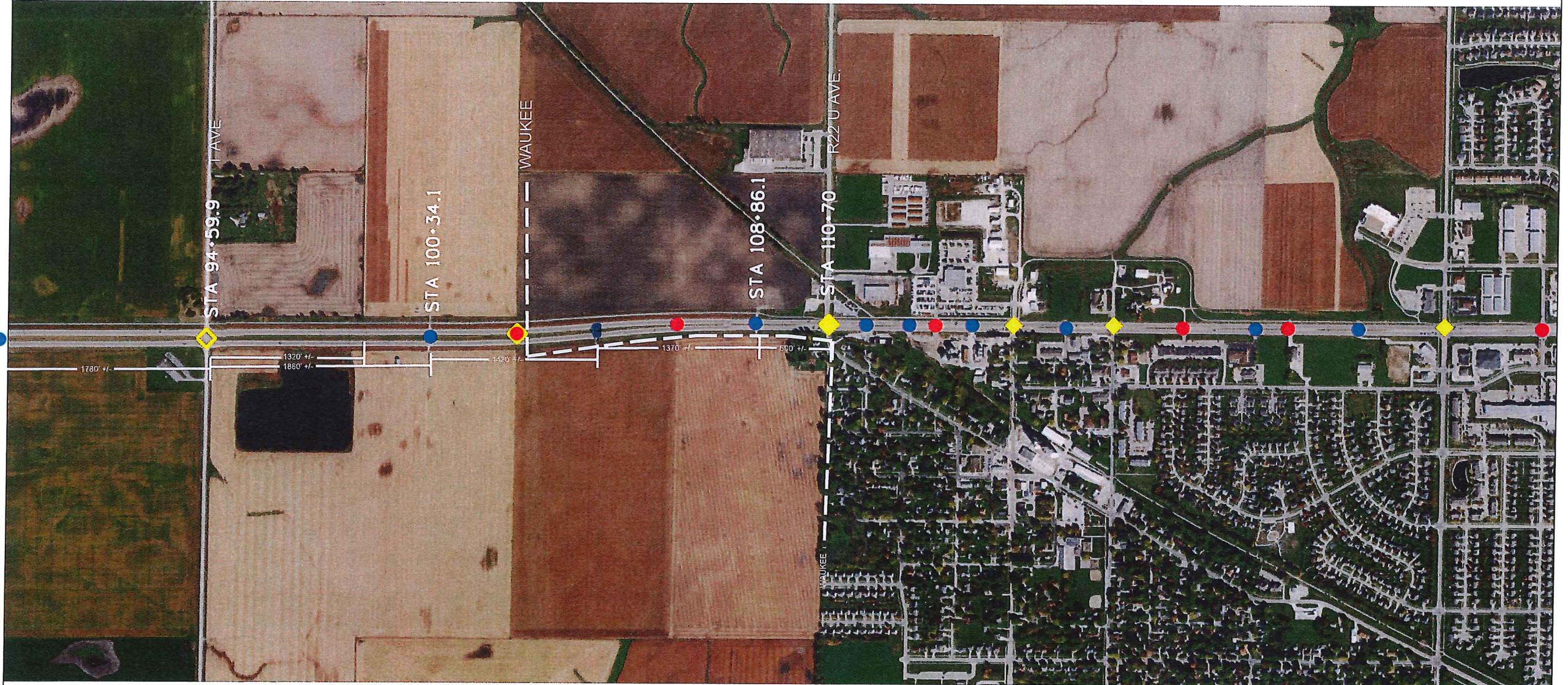
PREDETERMINED ACCESS STRIP MAP
 ADEL TO WAUKEE
 SCALE 1"=1000'

● RIGHT IN / RIGHT OUT
 ● FULL
 FUTURE SIGNALS
 FUTURE FULL ACCESS W/ SIGNALS
 EXISTING SIGNALS



PREDETERMINED ACCESS STRIP MAP
ADEL TO WAUKEE
SCALE 1"=1000'

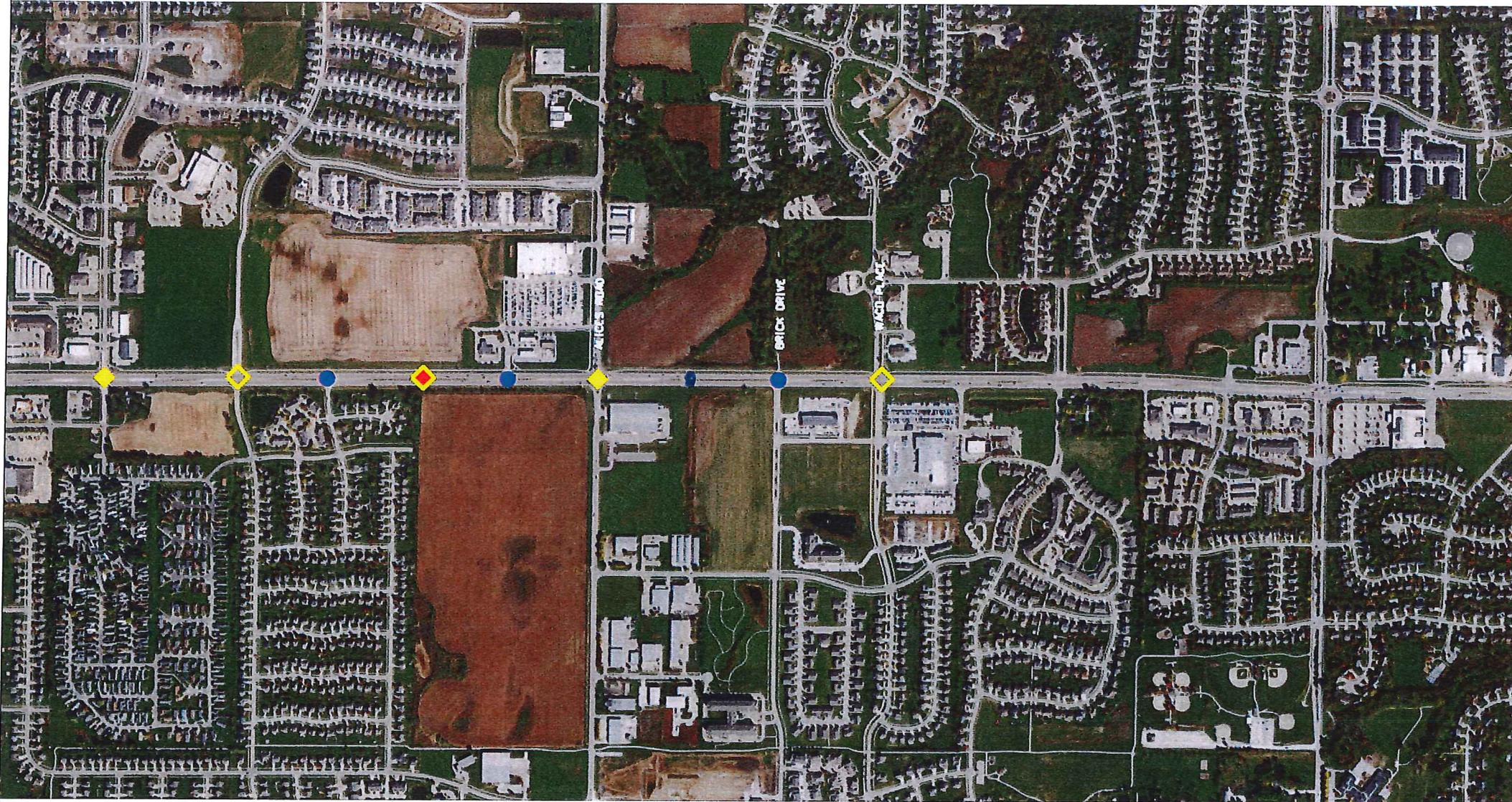
- RIGHT IN / RIGHT OUT
- FULL
- ◆ FUTURE SIGNALS
- FUTURE FULL ACCESS W/ SIGNALS
- ◆ EXISTING SIGNALS



PREDETERMINED ACCESS STRIP MAP
 ADEL TO WAUKEE
 SCALE 1"=1000'

APP

● RIGHT IN / RIGHT OUT ● FULL ◆ FUTURE SIGNALS ◆ FUTURE FULL ACCESS W/ SIGNALS ◆ EXISTING SIGNALS



PREDETERMINED ACCESS STRIP MAP
ADEL TO WAUKEE
SCALE 1"=1000'

ADD

County	Dallas
City	Adel & De Soto
Project No.	None
Iowa DOT	
Agreement No.	2017-XX-XXX
Staff Action No.	



**Cooperative Agreement
U.S. 169 Corridor Access Management Plan**

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the “DOT”, the Cities of Adel and De Soto, hereinafter designated the “CITIES”, and Dallas County, Iowa, hereinafter designated the “COUNTY”, as follows;

WHEREAS, the purpose of this Agreement is to define parameters for transportation management, access management, land-use and development characteristics along the U.S. 169 corridor within the limits defined.

WHEREAS, it is not the purpose of this Agreement to identify specific projects, rather, its purpose is to establish guidelines that promote safe and efficient traffic flow and enhance and sustain economic development along the corridor. The CITIES and COUNTY will be able to use this Agreement as a tool for managing economic development along the U.S. 169 corridor.

WHEREAS, the designated corridor extends from U.S. 6 in Adel south to I-80 in DeSoto for a total length of approximately 5.2 miles. The preliminary corridor designation discussed at the initial project management team meeting. The initial project management team included the City of Adel, Dallas County, and the DOT.

NOW, THEREFORE, IT IS AGREED as follows:

1. GENERAL STANDARDS FOR MANAGEMENT OF U.S. 169:

A. SIGNALIZATION AND ACCESS LOCATIONS

1. Future traffic signals: have been agreed upon and established as depicted on Exhibit “A”. No additional traffic signals shall be constructed within the defined US-169 corridor.

Proposed signals (*shown as: open yellow diamond symbol*) shall be limited to the following existing or future public road intersections: ADM High School entrance (Sta. 394+00), Timberview Drive (Sta. 371+00), Meadow Road (Sta. 355+90), 302nd Place (Sta.343+73), Sta. 316+80, 315th Court (Sta. 291+33), Sta. 263+40, 323rd Place (Sta. 244+85), 330th Street (Sta.210+58), Maple Ridge (Sta. 210+58), and the I-80 ramp terminals. Future proposed traffic signals shall meet DOT signal warrants analysis prior to installation. No additional traffic signals shall be constructed within the defined U.S. 169 corridor. Where needed, roundabouts maybe considered in place of traffic signals.

2. Existing/Future non-signalized public road connections: has been agreed upon and established as depicted on Exhibit “A”. No additional connections should be constructed within the defined corridor. A traffic impact analysis will be required to determine the need for supporting turn lanes.

Proposed non-signalized public road connections (*shown as: red dots*) shall be limited to the following engineering station locations: 363+15, 330+10, 304+50, 278+13, 250+10, 230+60, 220+80, 197+40

County	<u>Dallas</u>
City	<u>Adel & De Soto</u>
Project No.	<u>None</u>
Iowa DOT	
Agreement No.	<u>2017-XX-XXX</u>
Staff Action No.	<u></u>

B. PLANNING AND OPERATIONS

1. Existing access connections: may be required to have appropriate acceleration and deceleration lanes, tapers and other appropriate geometric features to ensure that the impacts of the adjoining development to the U.S. 169 corridor are fully mitigated. Full directional access connections may also include appropriate left turn storage where necessary.
2. Public road intersections: The functional area of these intersections shall be maintained. No additional access shall be allowed within the functional areas. The area extends both upstream and downstream from the physical intersection areas of these public intersections.
3. Development: all new development along the U.S. 169 are encouraged to use the existing public road connections. New local system development and improvements to the existing local system may be required.
4. Access control: should be maintained along the intersection public road connection for a distance of 150 feet, 300 feet preferred, from the near edge of the travel way of the primary highway. This is needed to provide sufficient storage within the proposed connection to prevent spill-back onto the abutting primary highway.
5. CITIES land use and development regulations: shall provide support for proper service road network integration that promotes shared access and inter-parcel circulation. Therefore, regulations should focus on requiring the use of the existing and new local roadway system for direct commercial access. Future establishment of access roads may require developers to build or contribute on a prorated basis for access way construction as part of their subdivision plat approvals.
6. Reconstruction: Should U.S. 169 be improved along the designated corridor, public road access allowed by this agreement shall continue unless a change is agreed to by the CITIES, COUNTY, and DOT.

2. GENERAL PARAMETERS FOR IMPLEMENTATION:

- A. It is understood that this Agreement may be appended, amended or vacated by the written agreement of all signatory parties.
- B. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement are binding upon the DOT, the CITIES, and the COUNTY as defined herein.
- C. The CITIES and COUNTY agree to amend all necessary zoning ordinances, subdivision ordinances, and/or additional ordinances/resolutions as may be required to abide by the terms of this Agreement.
- D. The DOT, CITIES, and COUNTY as defined herein, will meet on an annual basis to review and evaluate this Agreement. The DOT will coordinate the annual meeting by determining the date

County	<u>Dallas</u>
City	<u>Adel & De Soto</u>
Project No.	<u>None</u>
Iowa DOT	
Agreement No.	<u>2017-XX-XXX</u>
Staff Action No.	<u></u>

and location along with gathering input from the CITY and COUNTY for preparation of the agenda.

- E. In accordance with Iowa Code Chapter 216, the CITIES and COUNTY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- F. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- G. This agreement is not assignable without the prior written consent of the DOT.
- H. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- I. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) day notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT, CITIES and COUNTY agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- J. This Agreement may be executed in (three) counterparts, each of which so executed will be deemed to be an original.
- K. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the DOT, CITIES and COUNTY regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

County Dallas
City Adel & De Soto
Project No. None
Iowa DOT
Agreement No. 2017-XX-XXX
Staff Action No. _____

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2017-XX-XXX as of the date shown opposite its signature below:

CITY OF ADEL:

By: _____ Date: _____, 20__.
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY, was duly authorized to execute the same on the ____ day of _____, 20__.

Signed _____
City Clerk Adel, Iowa

CITY OF De SOTO:

By: _____ Date: _____, 20__.
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____, who signed said Agreement for and on behalf of the CITY, was duly authorized to execute the same on the ____ day of _____, 20__.

Signed _____
City Clerk De Soto, Iowa

COUNTY OF DALLAS:

By: _____ Date: _____, 20__.
Title: Chairman Board of Supervisors

I, _____, certify that I am the Auditor of the COUNTY, and that _____, who signed said Agreement for and on behalf of the COUNTY, was duly authorized to execute the same on the ____ day of _____, 20__.

Signed _____
Dallas County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Scott Schram, P.E.
District 4 Engineer

County	<u>Dallas</u>
City	<u>Adel & De Soto</u>
Project No.	<u>None</u>
Iowa DOT	
Agreement No.	<u>2017-XX-XXX</u>
Staff Action No.	<u></u>

EXHIBIT A

Existing and Future Traffic Signal Locations

(Insert Map)

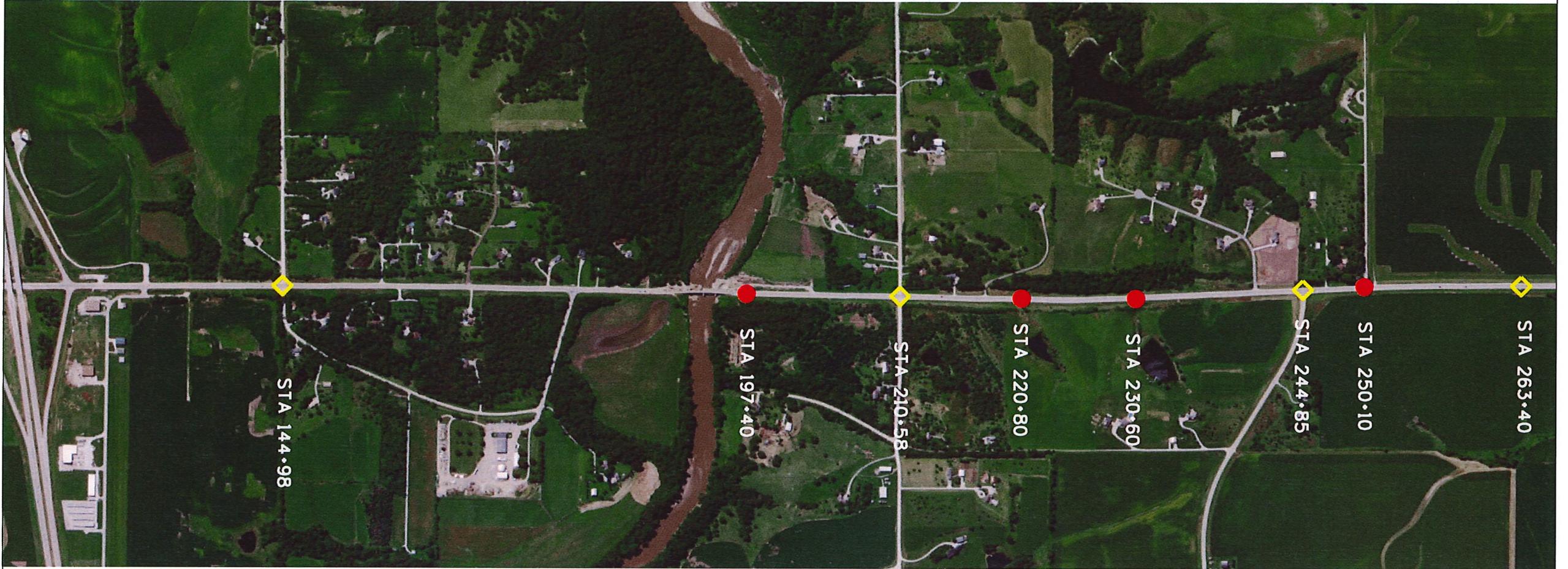
● RIGHT IN / RIGHT OUT

● FULL

◇ FUTURE SIGNALS

● FUTURE FULL ACCESS W/ SIGNALS

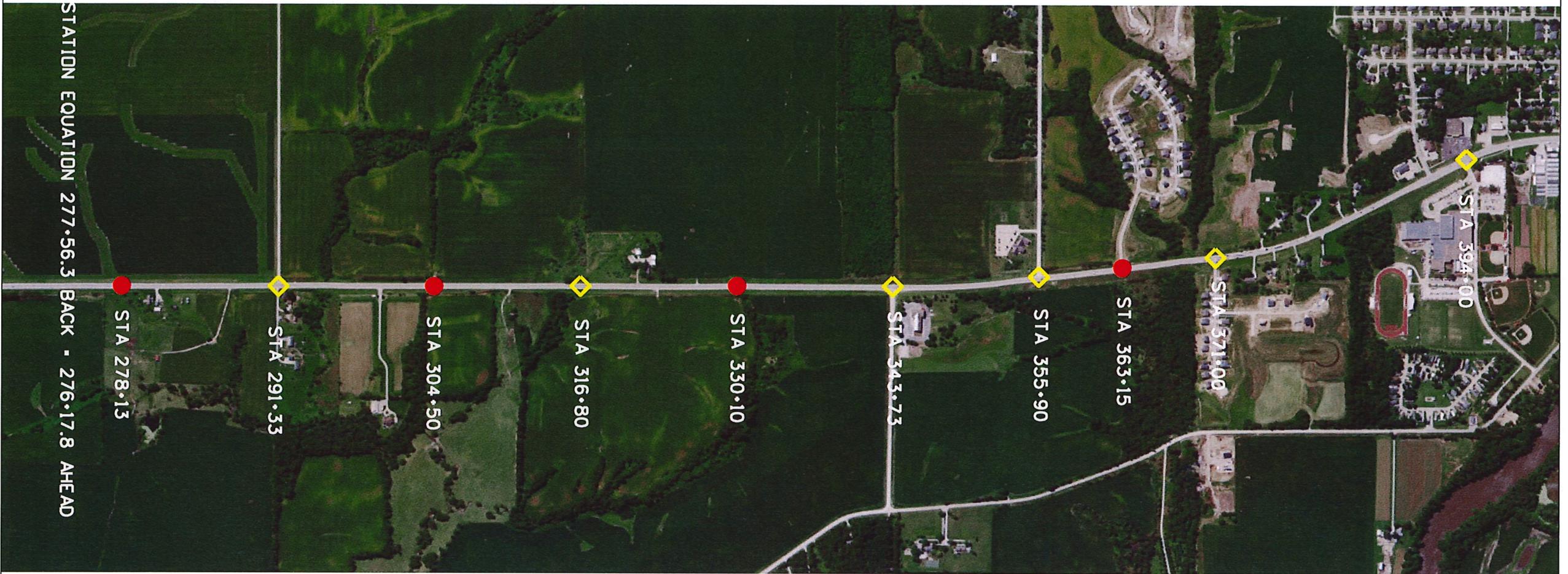
◇ EXISTING SIGNALS



PREDETERMINED ACCESS STRIP MAP
180 TO ADEL
SCALE 1"=1000'



● RIGHT IN / RIGHT OUT
 ● FULL
 ◆ FUTURE SIGNALS
 ● ◆ FUTURE FULL ACCESS W/ SIGNALS
 ◆ EXISTING SIGNALS



PREDETERMINED ACCESS STRIP MAP
 180 TO ADEL
 SCALE 1"=1000'



Joint Public Service Agreement

CITY OF ADEL and DALLAS COUNTY

This Agreement is made and entered into, by and between the City Council of the City of Adel, hereinafter referred to as ~~the CITY City of Adel~~, and the Board of Supervisors of Dallas County, Iowa, hereinafter referred to as ~~the County Dallas County~~.

1. This Agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa ~~(2010)~~ as amended. This document shall consist of four (4) pages and Attachments A, B and C, which shall be considered a part of this Agreement.
2. The purpose of this Agreement is to specify routine maintenance responsibilities on shared or adjoining roadways. The Agreement also provides a format to develop a separate agreement for major maintenance on roads that the parties share an interest.
3. Duties of the City of Adel are listed in Attachment A.
4. Duties of Dallas County are listed in Attachment B.
5. "Routine Maintenance" for **granular-surfaced roads**:
 - A. "Basic Maintenance" includes ~~replenishment of granular surfacing material~~, blading and removal of snow and ice from not more than two traffic lanes.
 - B. "Full Service Maintenance" includes Basic Maintenance, weed eradication, mowing, frostboil repairs and other minor maintenance usually performed on public roadways. Full service excludes dust control ~~and replenishment of granular surfacing material~~.The minimum amount of service provided shall be Basic Maintenance.
6. "Routine Maintenance" for **paved roads**:
 - A. "Basic Maintenance" includes removal of snow and ice from not more than two traffic lanes and shoulders.
 - B. "Full Service Maintenance" includes Basic Maintenance, weed eradication, mowing, shoulder and edge rut repair, minor pavement repair and other minor maintenance usually performed on public roadways.The minimum amount of service provided shall be Basic Maintenance.
7. "Major Maintenance" may include seal coating, major pavement patching, pavement stabilization, major edge rut (more than 2") and shoulder repairs, ditch cleaning, maintenance or repair of tile lines, storm sewers, sanitary sewers or subsurface utilities, bridge and culvert repair.

8. "The party with maintenance responsibility" means the party that, because of this Agreement, is responsible for the Routine Maintenance and administration of Major Maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.
9. "Roads" and "streets" are synonymous terms as used in this Agreement.
10. No Major Maintenance shall be performed on the roads included within this document until a written agreement is executed. Major Maintenance projects shall be performed under the authority of separate, ad hoc agreements between the parties. In the performance of such projects, that party with maintenance responsibility for the major part of the project in terms of miles shall be responsible for performing all planning, surveying, engineering, contracting and inspection of the project. The actual costs, including planning, surveying, engineering, contracting and inspecting shall be paid one half by each party where the boundary line is nominally down the roadway centerline and one hundred percent by the party where the road is entirely within that party's jurisdiction.
11. The party with maintenance responsibility shall perform Routine Maintenance and authorized Major Maintenance in conformance with the terms of this Agreement on the roads designated in Attachments A and B **unless further clarified herein**.
12. All maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets or roads within its boundaries.
13. Either party may request performance of routine maintenance functions on roads that are the other party's responsibility in response to problems identified by the public. If routine maintenance to the level specified herein ~~this Agreement~~ is not completed within five days of the oral request, the requesting party, after giving at least two days written notice by registered mail, may perform the routine maintenance. The requesting party may bill the party with maintenance responsibility for said maintenance and reimbursement shall be forthcoming.
14. The party with maintenance responsibility shall be responsible for all traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including the establishment, erection and maintenance of any and all devices, signs and markings of a regulatory or informative nature. Responsibility for pavement marking is excluded unless specifically designated elsewhere in this Agreement.
15. The party with maintenance responsibility shall defend, indemnify and hold harmless the party within the boundaries of which the road lies, and its officers and employees, from any and all claims, demands, or causes of action including costs of litigation and attorney's fees, which the latter party may incur or which may be imposed for injury to or death of persons, or damage to property (real or personal), or any other manner

of injury or damage, proximately caused by the acts and/or omissions, under this Agreement, of the party with maintenance responsibility.

This Agreement does not relieve the party within the boundaries of which a road lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a road prior to this Agreement.

16. Nothing in this Agreement shall be construed as prohibiting the party with maintenance responsibility from hiring a third party to perform any work associated with this Agreement. In such instances, the party with maintenance responsibility shall obtain a written hold harmless agreement from the said third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance. Nothing in this Paragraph 16 shall relieve the party with maintenance responsibility of any duties or obligations imposed by Paragraph 15.
17. Replenishment of granular surfacing shall be performed by the party with maintenance responsibilities as needed at the sole discretion of said party. The cost of materials and trucking shall be apportioned according to the number of lane miles resurfaced within each party's boundaries.
18. Each party retains responsibility for acquisition of right-of-way across land that lies within that party's boundaries.
19. Each party retains responsibility for approval of new driveways or entrances that lie within the boundaries of that party.
20. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased and each party shall finance its own operations for the duties required pursuant to this Agreement. Materials that are applied in the operation of maintenance or repairs, and so become a part of the road shall be deemed part of the road and held as property thereby.
21. The City of Adel Public Works Director and the Dallas County Engineer shall administer performance of this Agreement.
22. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for that action, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail. Any existing agreement between the City ~~of Adel~~ and ~~the Dallas~~-County providing for maintenance of roadways is hereby terminated upon approval of this agreement herein by the Adel City Council and the Dallas County Board of Supervisors and filing with the Secretary of State and County Recorder in accordance with Chapter 28E, Code of Iowa.

23. In the event of a breach by either party of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

EXECUTION OF AGREEMENT

The parties shall approve the Agreement by resolution of their respective Council or Board, which shall authorize the execution of the Agreement. It will then be filed in the offices of the Iowa Secretary of State and the Dallas County Recorder, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded. The duration of the Agreement is for a period of one year from the effective date and thereafter is extended for periods of one year without further action of either party, unless terminated as provided herein.

The termination of this Agreement shall not relieve any party to this Agreement of any obligation or liability arising during the terms of the contract. This is the entire Agreement between the parties and it may be amended only upon the agreement of both parties and only in writing. The laws of the State of Iowa apply to this Agreement.

In witness thereof, the City of Adel and Dallas County have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original.

Executed by the City of Adel, Iowa

_____ day of _____, 2018

City Council

James F. Peters, Mayor

Attest: _____
Anthony Brown, City Administrator

Executed by Dallas County, Iowa

_____ day of _____, 2018

Board of Supervisors

Brad Golightly, Chairman

Attest: _____
Julia Helm, Auditor

ATTACHMENT A

- A. The City of Adel will provide “Full Service Maintenance” on the following granular surfaced road without reimbursement from Dallas County for their portion of the roadway:

	Total Lane <u>Miles</u>	Adel Lane <u>Miles</u>	Dallas Lane <u>Miles</u>
Cottage Road (Old Portland Rd.) from 302 nd Place northerly 1± mile	1.95	1.12	0.83
from pavement to south Corp. Limits	3.43	1.93	1.50
 Meadow Road from Hwy 169 west to Corp. Limits	 2.20	 1.19	 1.01
 Total paved roads	 5.63	 3.12	 2.51

- B. The City of Adel will provide “Full Service Maintenance” on the following paved road without reimbursement from Dallas County for their portion of the roadway:

	Total Lane <u>Miles</u>	Adel Lane <u>Miles</u>	Dallas Lane <u>Miles</u>
North 15 th Street (F-51) from M Drive to east section line, Sec. 30-79-27	1.63	0.75	0.88
	1.56	0.70	0.86

Note: All measurements are shown in lane-miles.

ATTACHMENT B

A. Dallas County will provide “Full Service Maintenance” on the following granular surfaced roads without reimbursement from the City of Adel for their portion of the roadway:

	<u>Total</u> Lane <u>Miles</u>	<u>Adel</u> Lane <u>Miles</u>	<u>Dallas</u> Lane <u>Miles</u>
302nd Pl. from Hwy. 169 to Cottage Rd.	0.70	0.35	0.35
Meadow Road from Hwy. 169 west to NW cor. Sec. 1 78 28	<u>1.92</u>	<u>0.96</u>	<u>0.96</u>
288 th Tr. from east corporate limits @ North Raccoon River to Prospect Av.	2.30 2.32	1.49 1.44	0.81 0.88
288 th Tr. from Raccoon River Bike Trail to Highway 6	0.34 0.36	0.34 0.36	N/A
Prospect Av. from Hwy. 6 pavement to south corporate limits	0.16 0.50	0.08 0.25	0.08 0.25
Puckerbrush Rd. from Hwy. 6 to south corporate limits	0.42 0.96	0.31 0.48	0.11 0.48
Total granular surfaced roads	3.22 4.14	2.22 2.53	1.00 1.61

B. Dallas County will provide “Full Service Maintenance” on the following paved roads without reimbursement from the City of Adel for their portion of the roadway:

	<u>Total Lane Miles</u>	<u>Adel Lane Miles</u>	<u>Dallas Lane Miles</u>
Greene St. (F-60) from west corp. limit to Industrial Park Rd.	0.85 <u>1.38</u>	0.57 <u>0.78</u>	0.28 <u>0.60</u>
Prospect Av. from Hwy. 6 to 288 th Trail	0.62 <u>0.70</u>	0.42 <u>0.50</u>	0.20 <u>0.20</u>
289th Pl. from R Av. (R-16) to east corp. limit	0.33	0.33	N/A
R Av. (R-16) from Hwy 6 to north corporate limit	0.48 <u>0.56</u>	0.35 <u>0.39</u>	0.13 <u>0.17</u>
Total paved roads	1.43 <u>2.64</u>	1.10 <u>1.67</u>	0.33 <u>0.97</u>

Note: All measurements are shown in lane-miles



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(833) 520-7672

2009 DEERE 772D



Photos (5)



For Sale Price:
\$105,000



Financing



Shipping



Insurance



Escrow



Contact Information

Murphy Tractor

PARK CITY, Kansas 67219

Phone: (316) 226-7353

Contact:
Jordan
Jennings

Description

772D MOTOR GRADER, Blades: 14' Blade, ROPS: Low Cab, Tires: 14.00 Tires

Specifications

Year 2009

Manufa DEERE
cturer

Model 772D

Serial DW772DX623960

Numbe
r

Hrs. 5458



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(833) 520-7672



2007 DEERE 772D



Photos (7)



For Sale Price:
\$95,000



Financing



Shipping



Insurance



Escrow



Contact Information

BUTLER MACHINERY CO

Sioux Falls,
South Dakota
57107

Phone: (866)
996-5208

Fax: (701)
298-1717

Contact:
Heavy Used
Sales

Description

EROPS, AIR CONDITIONER, CAB: LOW PROFILE, SIDE SHIFT, TIP CONTROL, RIPPER, ALL WHEEL DRIVE, ENGINE ENCLOSURES, LIFT GROUP, SLIPCLUTCH, LIGHTING, ALL WHEEL DRIVE, 14' BLADE, ROPS LP CAB W/HEATER & A/C, TITAN 14.00R24 TGS2 @ 90%

Specifications

Hrs. 9157



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2009 DEERE 772D



Photos (5)



For Sale Price:
\$145,000



Financing



Shipping



Insurance



Escrow



Contact Information

James River Eq

📍 GARNER,
North Carolina
27529

Phone: (804)
597-7010

Fax: (804)
752-7111

Contact: Jim
Erbesti

Description

Low Cab w/AC, 12'Blade, 17.5 Radial Tires, No Warranty As Is, Blades:
12' Blade, ROPS: Low Cab, Tires: 17.50 Tires

Specifications

Year 2009

Manufa DEERE
cturer

Model 772D

Serial DW772DX624110
Numbe

17rs. 4010



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2008 DEERE 772D



Photos (15)



For Sale Price:
\$115,000



Financing



Shipping



Insurance



Escrow



Contact Information

Foster F. Wineland, Inc.

Ebensburg, Pennsylvania 15931

Phone: (814) 793-3734 ext. 15

Fax: (814) 472-4449

Contact: Adam Harshberger

Description

CAB W/ AC,HEAT, 14' MOLDBOARD, 6X6, REAR RIPPER/SCARIFER, 6 BRAND NEW TITAN 17.5R25 RADIAL TIRES, , LOW CAB W OPEN WINDOWS, AUTOSHIFT TRANSMISSION, DELUXE CLOTH SEAT/AIR SUSPENSION, 1400CCA BATTERIES, ROTARY EJECTOR PRECLEANER, CIRCLE DRIVE SLIP CLUTCH, SUNVISOR-FRONT WINDOW, REAR PULL DOWN SHADE, WIPER-LOWER FRONT



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(833) 520-7672

2008 DEERE 772D



Photos (14)



For Sale Price:
\$120,000



Financing



Shipping



Insurance



Escrow



Contact Information

Pacific Tri Star

**Farr West,
Utah 84404**

**Phone: (801)
782-1408**

**Fax: (801)
782-1498**

**Contact:
Bryce Gibb**

Description

JOHN DEERE 772D , MULTISHANK RIPPER GOOD CONDITION,
READY TO WORK, NICE CAB WTH A/C AND HEAT,

Specifications

Year 2008

Manufa DEERE
cturer

Model 772D

Serial 619464
Numbe

r

Hrs. 7600



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is a Preferred Partner
of MachineryTrader®

express

(833) 520-7672

2008 CIMLINE 110DH



Photos (11)



For Sale Price:
\$32,900



Financing



Shipping



Insurance



Escrow



Contact Information

Truck Site

📍 Sacramento,

California

95838

Phone: (916)

245-7288

Fax: (916)

299-0990

Contact:

Sales

Department

Description

2008 Cimline Magma 110 DH Crack Sealer, 6,840 GVW, Isuzu 3CB1-C Diesel, 1,133 Hours, 110 Gal Material Tank Capacity (Brand New Tank), Diesel 250,000 BTU Burner, Heated Hose & Wand, Heated Hose Compartment, 16'x26" Tank Opening, Engine Cover, Digital controllers, Single Axle Trailer, Pintle Hitch, Original Paint, Ex-City Unit

Specifications

Year 2008

2015 Crafc0 SS125D

Logan Contractors Supply Inc
<https://www.logancontractors.com>



2015 Crafc0 Super Shot 125 Diesel

Price: \$ 34,900.00

[Click here for larger image](#)

General

Manufacturer	Crafc0
Category	Asphalt / Concrete Repair
Subcategory	Asphalt / Concrete Repair
Model	SS125D
Year	2015
Condition	Other
Stock Number	1002542
Hours	≈500
Price	\$ 34,900.00

LGL LAMBERTI, GOCKE & LUETJE

JEFFREY M. LAMBERTI
JAMES M. GOCKE
LAURA R. LUETJE

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

210 N.E. DELAWARE AVENUE
SUITE 200
ANKENY, IOWA 50021
515-964-8777
FAX 515-964-8796
www.ankenylaw.com

WILLIAM C. STRONG
STEPHEN J. SWANSON

April 20, 2018

VIA REGULAR MAIL

Anthony Brown
Adel City Hall
301 S. 10th Street
PO Box 248
Adel, IA 50003

RE: **FOR SETTLEMENT PURPOSES ONLY**
Dust Control on 288th Trail

Mr. Brown:

We represent Lonnie Mishler, who owns the property at 24728 288th Trail, regarding the dust affecting his property due to the increased traffic on 288th Trail.

Per section 6 of the annexation agreement signed June 24th 2009, "The City of Adel will provide for dust control on 288th Trail for the length of the owner's property. Application of dust control will be consistent with current City policy for such action. In the event such dust control measures are insufficient to control the dust, the City agrees to apply additional applications of dust control material on that portion of 288th Trail in front of the residence at no cost to the Owner. "

At this time, due to the increased traffic on 288th Trail, the dust control measures being provided by the City are insufficient and an excess amount of dust is affecting our client's property.

We therefor request that you provide additional applications of dust control material in order to alleviate the dust caused by the increased traffic on 288th Trail and continue said treatment in the future to provide on-going dust control.

Please respond by May 4, 2018 to inform us of the steps you are taking to remedy this situation.

Sincerely,

A handwritten signature in black ink, appearing to read "James M. Gocke". The signature is fluid and cursive, with a long horizontal stroke at the end.

James M. Gocke
Attorney at Law

CC: Lonnie Mishler

Annexation Agreement

This Annexation Agreement is entered into by and between the City of Adel, Iowa, a municipal corporation (hereinafter referred to as the "City") and Lonnie R. Mishler, Pauline K. Sydness and Carolyn A. Giles and Richard W. Giles, Trustees of the Trust Agreement of Carolyn A. Giles dated June 24, 1999, (landowners), (hereinafter, collectively referred to as "Owners").

Witnesseth:

WHEREAS, Owners are the collective owners of record of real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Properties"); and,

WHEREAS, the Subject Properties are presently located entirely within Dallas County, Iowa, and outside the corporate limits of any other city; and,

WHEREAS, the Subject Properties are within a proposed annexation area of the City; and,

WHEREAS, the Owners desire to have the City annex the property into the Adel city limits conditioned upon the details as addressed in this Agreement; and,

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective subject properties for annexation into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. **Consent.** The Owners hereby voluntarily make application and consent to the Subject Properties being annexed into the City Limits. A separate application for annexation for each respective property is attached hereto as Exhibit B.
2. **Transitional Taxes.** The City will provide a transitional imposition of city property taxes in accordance to the maximum percentages allowed by Iowa Code Sections 368.7(2) and 368.11(3) (m).
3. **Zoning.** Upon annexation, the Subject Properties will be zoned as AG, Agricultural District, pursuant to Section 1.07.02, Adel Municipal Zoning Code (2001). It is the intent of parties to this Agreement that the AG zoning classification will allow for the continuation of all current uses being utilized on the respective properties by Owners until such time as each respective property is rezoned in the future.

If a parcel from, or a portion of the Subject Property is rezoned in the future at the request of an owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, all uses occurring on each portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under provisions of applicable Iowa law. Attached hereto as Exhibit C and incorporated here for each parcel contained in the Subject Property is a description of the current use of each property. The purpose of such description is to memorialize the uses that will be permitted in the new AG zoning classification for the Subject Properties and that will be deemed legal nonconforming uses in the event of a rezoning of any parcel of the Subject Properties.

It is the intent of the parties to this Agreement that the Annexation of the Subject Properties or any subsequent rezoning by the City will not prevent the continued use of each respective property as outlined in the attached description for each contained in Exhibit C. By memorializing the respective uses herein, future City leaders and neighboring property owners will have notice of the right of each respective owner to personally continue the existing use of the property into the future.

In addition, with respect to expansion of a nonconforming use as provided for in Adel City Zoning Codes 1.04.03, 1.04.04, and 1.04.05, there will be a presumption that any "use" identified in Exhibit C for property owned by the same individual or entity, will be deemed to be a "use" on all property owned by the same individual or entity covered by this agreement. With this presumption, uses on property of the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a nonconforming use of buildings as provided for in Adel City Zoning Codes 1.04.04 and 1.04.05, there will be a presumption that any "buildings" necessary to continue the uses identified in Exhibit C, will be deemed to be currently constructed and in use on all property owned by the same individual or entity covered by this Agreement. With this presumption, the construction of a building necessary to accommodate a use identified in Exhibit C, shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a nonconforming structure. Lastly, if a structure or building allowed under the provisions of the Agreement is damaged in any way, there shall be a presumption that such damage shall be less than 75% of the structure replacement cost at time of destruction or the nonconforming status shall expire. Said construction shall also be completed within 18 months of the time of destruction or the nonconforming status shall expire. Therefore, there will be a presumption that any structure provided for under the Agreement that is damaged will be able to be reconstructed under provisions of Adel City Zoning Code Section 1.04.

4. **Waiver.** Owners waive their right to withdraw their application / consent to annexation pursuant to Section 368.7(1) (e).
5. **Sanitary Sewer.** The City agrees that it will, at the City's expense, extend sanitary sewer service under Highway 6 to the Subject Property no later than December 31, 2011, any and all connection fees shall be the responsibility of the property owners. The City will only agree to extend sewer service by this date if owner has a viable offer for the sale of land and submits a viable site plan and development agreement for development and improvements to the property.
6. **Dust Control.** The City of Adel will provide for dust control on 288th Trail for the length of the Owner's property. Application of dust control will be consistent with current City policy for such action. In the event such dust control measures are insufficient to control the dust, the City agrees to apply additional applications of dust control material on that portion of 288th Trail in front of the residence at no cost to the Owner.
7. The City of Adel waives any and all special assessments which may be assessed for the construction, or development of paved road improvements on 288th Trail to the current Owner defined in this agreement or their lineal descendants.
8. At the time of completion of Annexation and the City has undertaken responsibility for utility service to the property, the Owners shall be offered water and electric at the same rates as other citizens of the City.
9. In the event that future cross street development occurs across 288th Trail, and such development creates an "island" of land to the west of the cross street and South of 288th Trail, such that the "island" of ground has limited use, the City agrees that any improvements to the adjoining streets shall not be assessed against the property.
10. Notwithstanding the waiver provisions contained above, Owners shall retain all rights available to them pursuant to Iowa Code Section 368.11, which provides Owners the right to file a petition for discontinuance and severance from the City.
11. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked except by mutual consent of both parties.

Dated this 5th day of March, 2009.

Lonnie R. Mishler

Lonnie R. Mishler

Pauline K. Sydness

Pauline K. Sydness

Carolyn A. Giles, Trustee

Carolyn A. Giles, Trustee of the Trust
Agreement of Carolyn A. Giles
dated June 24, 1999

Richard W. Giles Trustee

Richard W. Giles, Trustee of the Trust
Agreement of Carolyn A. Giles
dated June 24, 1999

City of Adel, Iowa:

[Signature]

Mayor

Mary Sue Hebb

City Clerk / Administrator

Exhibit A

Description of Subject Properties

Will need to verify

Legal Description

Section 028 Township 079 Range 027

NW SE / EX Approx W1200' S103" S Side/

And

Section 028 Township 079 Range 027

Parcel A NW ¼ SE

And

Section 028 Township 079 Range 027

Irreg 5AC Tract Middle SE ¼ /EX Parcel B/

And

Section 028 Township 079 Range 027

E159' SW SE N of Co Rd & SW SE N or RR /EX 1 AC NE Cor/

And

Section 028 Township 079 Range 027

NE SE /EX Irreg 4.75 AC NE Cor/

And

Section 028 Township 079 Range 027

SE SE /EX W150' E234.35' N202.25' & .25 AC S of Co Rd W Side/

And

Section 028 Township 079 Range 027

All N of RR & S of Rd /EX W300' / SW SW & All N RR & S of Rd SE SW

And

Section 033 Township 079 Range 027

All N of RR NE

Exhibit B

Application for Voluntary Annexation

To: City Council
City of Adel, Iowa
301 South 10th Street
Adel, IA 50003

Re: Properties located at: 24728 288th Trail, Adel, Iowa 50003
Including:

Legal Description

Section 028 Township 079 Range 027

NW SE / EX Approx W1200' S103" S Side/

And

Section 028 Township 079 Range 027

Parcel A NW ¼ SE

And

Section 028 Township 079 Range 027

Irreg 5AC Tract Middle SE ¼ /EX Parcel B/

And

Section 028 Township 079 Range 027

E159' SW SE N of Co Rd & SW SE N or RR /EX 1 AC NE Cor/

And

Section 028 Township 079 Range 027

NE SE /EX Irreg 4.75 AC NE Cor/

And

Section 028 Township 079 Range 027

SE SE /EX W150' E234.35' N202.25' & .25 AC S of Co Rd W Side/

And

Section 028 Township 079 Range 027

All N of RR & S of Rd /EX W300'/ SW SW & All N RR & S of Rd SE SW

And

Section 033 Township 079 Range 027

All N of RR NE

(May be amended to match exact legal descriptions to be determined.)

Hereinafter collectively referred to as the "Property".

Lonnie Mishler, Etal, (Owners), hereby state and warrant as follows:

1. Owners are the owners of the Property described above, exclusive of public right-of-way. Owners seek to have the Property annexed into the City of Adel.
2. Owners hereby make application to the City of Adel, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to terms of the Annexation Agreement.


For the Owners

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF Polk)

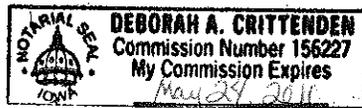
On this 5th day of March, 2009, before me, the undersigned, a Notary Public in and for the said State, personally appeared Lonnie R. Mishler, to me personally known, who, being by me duly sworn, person executing the foregoing instrument, that the instrument was the voluntary act and deed of the person, by him/her voluntarily executed.

WITNESS my hand and the seal affixed this 5th day of March, 2009.

Deborah A. Crittenden
Notary Public in the State of Iowa

My commission expires: May 24, 2011

SEAL



CERTIFICATE

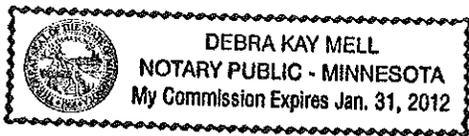
STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 5th day of March, 2009, before me, the undersigned, a Notary Public in and for the said State, personally appeared Pauline K. Sydness, to me personally known, who, being by me duly sworn, person executing the foregoing instrument, that the instrument was the voluntary act and deed of the person, by him/her voluntarily executed.

STATE OF Minnesota)
) ss:
COUNTY OF Olmsted)

On this 27th day of February, 2009, before me, the undersigned, a Notary Public in and for the State of Minnesota, County of Olmsted, personally appeared Richard W. Giles, Trustee, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he, as a Trustee of the Trust Agreement of Carolyn A. Giles dated June 24, 1999, executed the instrument as the voluntary act and deed of Richard W. Giles, of the fiduciary and of the Trust Agreement of Carolyn A. Giles dated June 24, 1999.

WITNESS my hand and the seal affixed this 27th day of February, 2009.



Debra Kay Mell
Notary Public in and for the State of MN

My commission expires: 01-31-2012

SEAL

STATE OF IOWA)
) ss:
COUNTY OF DALLAS)

On this _____ day of _____, 2009 before me, the undersigned, a Notary Public in and for the said State, personally appeared James F. Peters, Mayor and Chad A. Bird, City Administrator, to me personally known, who, being by me duly sworn, did say that the person(s) is an official of the City of Adel, Iowa, executing the foregoing instrument, that the instrument was signed on behalf of the City by authority and acknowledged the execution of the instrument to be the voluntary act and deed of the City.

WITNESS my hand and the seal affixed this _____ day of _____, 2009.

Notary Public in and for the State of Iowa

My commission expires: _____

SEAL

Exhibit C

Current Use Description

1. The raising, training and boarding of horses
2. Open Burning
3. The formation and use of compost piles
4. The discharge of firearms for target practice
5. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, includes pheasant, quail, duck, geese, deer, coyote, rabbit, or other animals as allowed by state law
6. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law
7. Septic tanks and the lateral fields used with septic tanks
8. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale.
9. The raising or grazing of cattle.
10. Kennels for commercial keeping and / or training of dogs.

2060

FILED
BOOK 657 PAGE 330

EST OCT 20 AM 9:49

MARGUERITE WEST
COUNTY RECORDER
DALLAS CO IOWA

RECORDING 5:00
TRANSFER 5:10
10-21

Entered for Taxation the
day of October 1987
Arthur G. Gaudin Auditor
Deputy
16-145 (79-27)



WARRANTY DEED

SPACE ABOVE THIS LINE
FOR RECORDER

For the consideration of One
Dollar(s) and other valuable consideration, Margaret A. Whiting, Single

do hereby Convey to Pauline K. Sydness

the following described real estate in Dallas County, Iowa:

Commencing at the S. E. Corner of Section 28, Township 79 North,
Range 27 West of 5th P.M., Dallas County, Iowa; Thence North
0°00' West, along the East line of the Southeast Quarter of said
Section 28, 1040.29 Feet; Thence North 86° 04' West, 632.78 Feet;
Thence South 82° 28' 30" West, 1,193.00 Feet; Thence North 00°07' 30"
East, 410.70 Feet to the Point of Beginning; Thence South 89° 54' 30"
West, 441.33 Feet; Thence North 00° 15' West, 102.30 Feet; Thence
North 89° 54' 30" East, 442.00 Feet; Thence South 00°07' 30" West,
102.30 Feet to the Point of Beginning.

All of said parcel being a part of the Northwest Quarter of the
Southeast Quarter (NW¼ SE¼) of Section 28, Township 79 North,
Range 27 West of the 5th P.M., Dallas County, Iowa, and contains
approximately 1.037 Acres.

NOTE: This deed is given as a trade and without actual
consideration, therefore, no revenue is required.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in
fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear
of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real
estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby
relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number,
and as masculine or feminine gender, according to the context.

STATE OF IOWA ss:
DALLAS COUNTY

Dated: _____

On this 12 day of October
before me, the undersigned, a Notary
Public in and for the State, personally appeared
Margaret A. Whiting, Single

Margaret A. Whiting
MARGARET A. WHITING (Grantor)

I declare that the above named persons are the identical persons named in and who
executed the foregoing instrument and acknowledged
that they executed the same as their voluntary act and

(Grantor)

(Grantor)

(Grantor)

(Grantor)

John Olin
Notary Public
(This form of acknowledgment for individual grantor(s) only)

BOOK 657 PAGE 330

Entered for Taxation the 5th



WARRANTY DEED

dry of January 1983

Robert Bunker Auditor

Know All Men by These Presents: That Pauline K. Sydness, a single person

79-27-16-145

in consideration of the sum of One Dollar, love and affection in hand paid do hereby convey unto Lonnie R. Mishler

Grantees' Address: R.R. 3, Adel, Iowa 50003

the following described real estate, situated in Dallas County, Iowa, to-wit: UNDIVIDED OR HALF Commencing at the Southeast Corner of Section Twenty-eight (28), Township Seventy-nine (79) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, Thence North 0°00', along the East line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-eight (28), 1040.29 Feet; Thence North 86°04' West, 632.78 Feet; Thence south 82°28'30" West 666.00 Feet to the point of beginning; Thence South 0°07'30" West 247.03 Feet; Thence South 89°54'30" West 188.31 Feet; Thence North 0°07'30" East, 222.45 Feet to a point on the centerline of County Road; Thence South 82°28'30" West, along the Centerline of County Road, 337.00 Feet; Thence North 0°07'30" East 513.00 Feet; Thence North 89°54'30" East, 344.00 Feet; Thence South 2°25'32" East 465.77 Feet to a point on the Centerline of County Road; Thence North 82°28'30" East along the Centerline of County Road 159.00 Feet to the Point of Beginning.

All of said Parcel being in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), Township Seventy-nine (79) North, Range Twenty-seven (27) West of 5th P.M., Dallas County, Iowa and contains approximately 5.0000 Acres.

This deed is given as a gift between mother and son and without consideration, therefore no Revenue Stamps are required.

And the grantors do hereby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 1st day of January, 1983

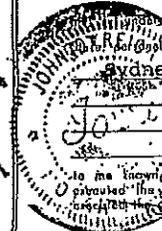
STATE OF IOWA, }
COUNTY OF DALLAS } ss.

Pauline K. Sydness
PAULINE K. SYDNESS

2165

On this 1st day of January, 1983 before

me, Notary Public in and for said County and State, personally appeared Pauline K. Sydness, A Single Person,



to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOHN O. REICH Notary Public in and for said County and State

3509 East 8th
Des Moines, Iowa
(Grantors' address)

FILED
BOOK 590 PAGE 549

1983 JAN -4 AM 10:43

MARGUERITE MUST
DALLAS CO. IOWA

RECORDING 2.00
TRANSFER 5.00
8.00

BOOK 590 PAGE 549

29

11230
FILED
BOOK 1999 PAGE 11230

RECORDING 100/100
TRANSFER 15/0
2000

1997 DEC 31 A 10 52

Entered for Record this 20th
day of January, 1998
Cory Johnson, Auditor
Book 1999 Page 216215

Preparer Information: JOHN O. REICH COUNTY RECORDER
REICH LAW FIRM, DALLAS, IOWA
Individual's Name: Dallas, Iowa
Street Address: Main Street, Adel, Iowa 50003
City: Adel, Iowa
Phone: (515) 993-4254

SPACE ABOVE THIS LINE
FOR RECORDER



WARRANTY DEED - JOINT TENANCY

For the consideration of One
Dollar(s) and other valuable consideration,
Pauline K. Mishler n/k/a Pauline K. Sydness, a single person
do hereby Convey to
Lonnie R. Mishler,
as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described
real estate in Dallas County, Iowa:

SEE ATTACHED DESCRIPTION

NOTE: This deed is between parent and child and without consideration,
therefore no Revenue Stamps, Declaration of Value and Ground-
water Hazard Statement are required.

Grantors do hereby Covenant with grantees, and successors in interest, that grantors hold the real
estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate;
that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and
grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as
may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and
distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or
plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA Dated: December 31, 1997

DALLAS COUNTY, ss: Pauline K. Sydness

On this 31st day of December, 1997, before me, the undersigned, a Notary
Public in and for said State, personally appeared Pauline K. Sydness, formerly known
as Pauline K. Mishler, a single
Pauline K. Sydness t/k/a (Grantor)
Pauline K. MISHLER

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)



(This form of acknowledgment for individual grantor(s) only)

AN UNDIVIDED ONE-EIGHTH INTEREST IN:

All of the Northeast Quarter (NE $\frac{1}{4}$) lying North of the Rail-
way Right of Way in Section Thirty-three (33) and the
Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), (ex-
cept 2.5 acres in the Southwest Corner thereof, lying
South and West of the North line of the Right of Way of
the Chicago, Milwaukee and St. Paul Railway), and EXCEPT
Commencing at the Southeast Corner of Section 28-79-27,
thence N 0°00' East along the East line of the Southeast
Quarter (SE $\frac{1}{4}$) of said Section 28, 1117.75 feet to the North R.O.W.
line of a East-West County Road, thence N 90°00' West
84.35 feet to the point of beginning, said point being on
the West R.O.W. line of a North-South County Road, thence N 90°
00' West 150.0 feet, thence N 0°00' East 347.00 feet, thence
N 90°00' East 141.35 feet, thence S 1°27' East parallel to
and 45.0 feet West of the Center Line tangent of said
North-South County Road 347.0 feet to the point of beginning,
said tract containing 4.0 acres; and EXCEPT Commencing at
the Southeast Corner of Section 28-79-27, thence North 0°
00', along the East line of the Southeast Quarter (SE $\frac{1}{4}$) of
said Section 28, 1040.29 feet; thence North 86°04' West,
632.78 Feet; thence South 82°28'30" West, 666.00 Feet to
the point of beginning; Thence South 0°07'30" West 247.03 Feet;
Thence South 89°54'30" West 188.31 Feet; thence North
0°07'30" East, 222.45 feet to a point on the centerline of
County Road; Thence South 82°28'30" West, along the Center-
line of County Road, 337.00 feet; Thence North 0°07'30" East 513.00
Feet; Thence North 89°54'30" East, 344.00 Feet; Thence South
2°25'32" East 465.77 Feet to a point on the Centerline of
County Road; Thence North 82°28'30" East along the Center-
line of County Road 159.00 Feet to the Point of Beginning.
(All of said parcel being in the Southeast Quarter (SE $\frac{1}{4}$)
of Sec. 28-79-27 and contains approximately 5.0000 Acres;
AND EXCEPT Commencing at the Southeast Corner of Section
28-79-27, thence North 0° 00' East 1,040.29 Feet, thence
North 86° 04' West 632.78 Feet, thence South 82° 28' 30"
West 1,193 Feet to the point of beginning; thence North 0°
07' 30" East 513 Feet, thence South 89° 54' 30" West 442 Feet,
thence South 0° 15' East 570.35 Feet, thence North 82° 28'
30" East 442 Feet to the point of beginning, containing 5.48
acres more or less subject to presently established
roadway; AND EXCEPT Commencing at the N.W. Corner of the Southwest
Quarter of the Northwest Quarter of the Southwest Quarter
(SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 27-79-27 and being the point of
beginning, thence N.00°00' 629.0 feet, thence S.79°00'W. 100.0
feet, thence N.89°41' W. 128.0 feet, thence S.73°45' W. 100.0
feet, thence S.23°35' W. 163.0 feet, thence S.19°27'E. 156.0
feet, thence S.89°49'E. 43.0 feet, thence N.76°10'E. 56.0 feet,
thence S52°23'E. 63.0 feet, thence S.70°10'E.44.0 feet, thence
S.10°30'E. 112.0 feet, thence S.00°07'E. 164.0 feet,
thence S.40°00'W. 92.0 feet, thence S.65°43'W. 69.0 feet,
thence S.50°30'E. 95.0 feet, thence S.46°45'E. 68.0 feet,
thence S.11°15'E. 133.0 feet, thence S.06°15'E. 136.0 feet,
thence N.14°30'E 275.0 feet, thence N.00°00' 230.0 feet
along the section line to the point of beginning. Said
parcel contains 4.6 Acres more or less and is situated in
the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 28-79-27; AND EXCEPT Commencing at the
Southeast corner of Section 28-79-27, thence West 10.3 feet,
thence N 1 deg 30' West 1043.6 feet; thence N 86 deg 07 $\frac{1}{2}$ ' West 444.1
feet; thence S 84 deg 24 $\frac{1}{2}$ ' West 873.4 feet; thence S 82
deg 12 $\frac{1}{2}$ ' West 910.2 feet; to the point of beginning; thence
N 0 deg 15' West 570.4 feet; thence West to the West line
of the Southeast Quarter (SE $\frac{1}{4}$) of Sec. 28-79-27, 414.0
feet; thence South 612.8 feet; thence N 88 deg 45 $\frac{1}{2}$ ' East 150.0
feet; thence N 82 deg 12 $\frac{1}{2}$ ' East 279.0 feet to the point
of beginning, containing 5.7 acres, more or less AND all
that part of the South One-half (S $\frac{1}{2}$) of the Southwest
Quarter (SW $\frac{1}{4}$) of Section 28, lying and being South of the
public highway running East from Adel to Waukee and North
of the North line of the Chicago, Milwaukee and St. Paul
Railroad Right of Way EXCEPT Beginning at a point on West
line of SW $\frac{1}{4}$ SW $\frac{1}{4}$ at intersection of Section line Twenty-
eight (28) and center line of old Waukee Highway, East of
Adel, Iowa, thence Easterly Three Hundred Feet (300'); thence
South to north right-of-way line of Milwaukee and St. Paul
Railroad, thence West along Milwaukee and St. Paul Railroad
right-of-way line to West line of Section 28, thence North
to point of beginning, containing 1/2 acres more or less;
all in Township Seventy-nine (79) North, Range Twenty-seven
(27), West of the 5th P.M., Dallas County, Iowa