



NOTICE OF PUBLIC MEETING

Economic Development Commission

The City of Adel's Economic Development Commission will meet in the 2nd Floor Conference Room of the Adel Public Library, 303 South 10th Street, Adel, Iowa, on **Monday, August 6, 2018** at **5:00 p.m.**

AGENDA

1. Call to Order
2. Introductions
3. July 2, 2018 Minutes
4. Review of Placemaking Proposal
5. Review of Proposal to Update the City's 2009 Comprehensive Plan
6. Update on East Annex Sewer Extension Project
7. September Meeting – Monday, September 10 (due to Labor Day)
8. Any Other Business
9. Adjournment

8/3/2018 3:41:30 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.



July 2, 2018 Economic Development Commission - Minutes

The City of Adel's Economic Development Commission met in the second-floor conference room at the Adel Public Library, 303 South 10th Street, Adel, Iowa, on July 2, 2018 at 5:00 p.m.

The Economic Development Commission meeting was called to order at 5:00 p.m. Members present: Birkey, McAdon, Miller, Ockerman, West, and Whittlesey. Burdick arrived at 5:19 p.m. Members absent: Book and Spencer. Others in attendance: City Administrator Brown and Chamber President Bengtson.

McAdon motioned, seconded by West, to approve the June 4, 2018 minutes. Motion carried unanimously.

Discussion began with a review of the 2017 Industry Gap Survey results and how the City might target the service industry. Brown noted that the survey was prepared by the Greater Dallas County Development Alliance and that 459 people responded. Brown asked the commission to take some time to discuss the service industry.

Bengtson noted that, while fast food was requested, more people want a drive-thru food establishment. National food drive-thru brands have high population and traffic count requirements. Birkey stated that more healthy options, including food trucks and food delivery services, would be welcome. Ockerman noted that some food establishments already in town may need to advertise more.

Birkey asked if those existing food establishments would consider offering curbside pickup. McAdon noted that the barrier is having and keeping reliable staff.

Bengtson noted that 79% of the respondents did not attempt to find items first in Adel. This fact directly led to the Chamber's #ThinkAdelFirst campaign and has spawned Facebook pages like Adel Positivity. Miller stated that restaurants in Adel are very accommodating and may consider curbside service. Bengtson agreed but noted that they may not be able to do this consistently (i.e., they need reliable staff). Bengtson can share these ideas and concerns with her Chamber members, but not all restaurants are members.

Bengtson asked about other services like optometry, nails, spas, fine dining, and entertainment. Burdick asked if the square would ever see the return of a Ben Franklin store. Ockerman noted that Perry and Winterset, which both have Ben Franklins, are far enough away from the Des Moines metro to accommodate these stores.

The commission discussed the notion that businesses need to be on the historic square to be successful. Bengtson noted that the new Southbridge development may have additional service industries.

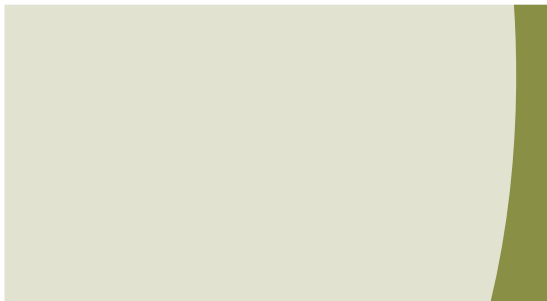
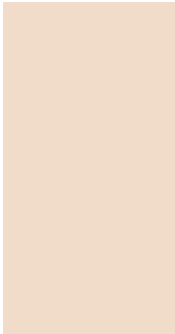
Discussion moved to the drafts of the strategic planning documents for the Adel City Council. Brown noted that the commission's comments had now been incorporated. The council is expected to act next month.

Discussion moved to the proposed Southbridge PUD and potential incentives. Brown stated that the PUD would be considered by the council soon and that the developer had requested additional incentives. Whittlesey asked whether the smart homes were a good fit for this area. Bengtson noted that this market segment is popular. Burdick stated that the quality of the construction for homes like this is most important. If more specific incentives are proposed, the commission will have the opportunity to review them further.

With no other business, the meeting was adjourned at approximately 6:24 p.m.

Respectfully submitted,

Anthony Brown, City Administrator



DOWNTOWN AND RACCOON RIVER VALLEY TRAIL DEVELOPMENT PROPOSAL

ADEL, IOWA

Does your community need more people?

*BET YOU COULD USE A BREWERY, A RESTAURANT, A LIVE MUSIC VENUE,
AND BETTER HOUSING OPTIONS. MAYBE SOME MORE JOBS, TOO.*



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | ST. LOUIS METRO | KANSAS CITY METRO

07/17/18

Deb Bengtson
President
Adel Partners Chamber of Commerce
301 S 10th Street
Adel, IA 50003

Dear Ms. Bengtson,

McClure Engineering Company (MEC) has been *building strong communities* since 1956. Our mission is to build relationships to help our clients be successful, and we measure our own success by the success of our clients and the vibrancy of the communities that we work in. We accomplish this through Creative Placemaking®.

Creative Placemaking® is a *people-centered approach to building strong communities*. It helps communities achieve economic and population growth through cultural and entrepreneurial amenities, concepts, and catalytic projects.

Our goal is to *learn your community's needs, help address your challenges, and provide a comprehensive strategy*, engaging our partners when and where their expertise is needed.

We look forward to working with you in making downtown Adel a stronger and more vibrant place to live, work, and play.

Respectfully Submitted,

McCLURE ENGINEERING COMPANY

Bethany Wilcoxon
Vice Principal of Community Planning



TABLE OF CONTENTS

SECTION ONE
Firm Profile

SECTION TWO
Proposal + Scope of Services

SECTION THREE
Proven Process

SECTION FOUR
The Team

SECTION FIVE
Pricing Structure

PRIMARY CONTACT



Bethany Wilcoxon
McClure Engineering Company
1360 NW 121st Street
Clive, Iowa 50325
515.964.1229 OFFICE
712.249.9788 MOBILE
515.964.2370 FAX
EMAIL: bwilcoxon@mecresults.com

SECTION 1



S E C T I O N

2

WHAT IS CREATIVE PLACEMAKING®?

Creative Placemaking® is **a people-centered approach to building strong, vibrant communities**. It helps communities achieve economic and population growth through cultural and entrepreneurial amenities, concepts, and catalytic projects.

Our goal is to **learn your community's needs, help address your challenges, and provide a comprehensive strategy**, engaging our partners when and where their expertise is needed. We work with you to create the amenity, we figure out how to finance it, then help you identify the resources to build and operate.

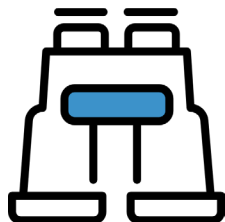
Once a community is thriving and has the amenities that can attract and retain top talent, businesses relocate and/or expand, growing the local economy and enhancing quality of life.



**No hundred-page report with information you already know. Only the actions.*

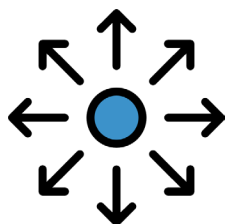
Cultural Centers | Breweries | Performing Arts | Aquatic & Recreation Centers
Restaurants | Theaters | Farmers Markets | Retail | Housing | Child Care

SERVICES AT A GLANCE



Cultural Assessment

Create a long-term vision for the community's cultural amenities and develop real actions to implement the vision immediately



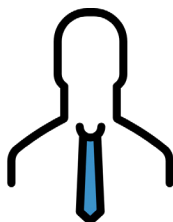
Master Planning

Craft a blueprint for the community's future and define initial action steps



Resourcing

Identify potential funding sources and assist the community in securing the capital necessary to bring projects to fruition



Business Planning

Develop initial business models for proposed entities to ensure long-term sustainability



Project Implementation

Support communities in fundraising, developing and deploying a marketing strategy, hiring staff, creating project champions, and opening doors

We tailor our solutions to meet your community's needs and resources. Whether you're from a community of 200 or 200,000, our team has the knowledge and experience to transform your community's underused assets to the places you'll love the most.

WHAT CAN WE DO FOR YOU?

MEC's community development team works to fulfill the company vision of building strong communities through four primary activities: Planning & Placemaking, Creative Services, Community Capacity, and Infrastructure. These elements are woven together throughout our processes, and ultimately work together to drive action to better the communities in which we work.



SCOPE

The Racoon River Valley Trail has played an integral role in transforming Adel into a place that visitors and residents alike can enjoy and discover. The question then stands: **How will Adel leverage its unique qualities to continue creating catalytic change for the future?**

MEC Creative Placemaking™ believes that Adel can harness the RRVT's momentum to continue creating community-driven amenities that will **attract and retain new residents and talent while maintaining Adel's small-town charm** with our 3-part process.

1// Community Visioning

The MEC Placemaking team will conduct visioning sessions with a wide cross-section of community members to identify specific expectations for amenities along and in the vicinity of the RRVT. Visioning will include:

- Interviews with stakeholders and focus groups through in-person sessions and/or online surveying to identify priority projects
- Identification of desired facilities, e.g. community center, coding academy, brewery, etc.
- Development of partnerships with local leaders to create new programming and expand existing organizations

2// Capacity Assessment

With the vision for the study area defined, the MEC team will conduct a capacity assessment to:

- Identify amenity gaps and resource needs
- Determine viable locations for potential amenities
- Review what roles community partners will take within the amenities
- Develop three-year facility pro formas to ensure long-term viability

3// Action Plan

MEC will deliver detailed action steps that outline:

- Potential funding sources for both capital and ongoing costs
- Local champions and strategic partners
- Timelines on how to move each project element forward
- Full-scale business models for each identified entity

The action plan will be delivered in a streamlined playbook, enabling more efficient project implementation. Using this playbook will **position Adel to build on its momentum and proactively prepare for the future.**



S E C T I O N

3

PROVEN PROCESS

DES MOINES SOCIAL CLUB

Des Moines, Iowa



COMPLETION DATE

2008

REFERENCE

Steve Lacy
Meredith Corporation
515-284-3000

Results

The Des Moines Social Club launched in 2008, representing a new model for arts development and community engagement. The Club now operates out of a permanent space – a renovated 1937 arts deco firehouse in the heart of Des Moines – that spans 37,000 square feet. It's home to rent-paying tenants, a black box theater, a visual art gallery, a recording studio, a bar and cabaret stage, a performance courtyard, an aerial acrobatics room, educational classrooms, additional offices for local nonprofits, private event and rental spaces, and a fully-equipped culinary school. The Club now sees over 300,000 visitors, produces over 800 events, and works with 2,000 artists and students on an annual basis.

THE TOMORROW PLAN

Des Moines, Iowa



COMPLETION DATE

2013

REFERENCE

Angela Connolly
Polk County
515-286-3120

Results

Developing The Tomorrow Plan, Central Iowa's first regional plan for sustainable development, required gaining buy-in and the support of 21 jurisdictions, the business community, nonprofits, and residents. The plan was driven by a robust outreach strategy that engaged 27,000 residents. The team wove this input together with technical expertise to prioritize competing interests and address regional issues. The community embraced the plan, with multiple city comprehensive plans updated to align with The Tomorrow Plan. The region developed the area's first regional plan for affordable housing and downtown walkability effort. The Walnut Creek Watershed Management Authority and the regional water trails plan were borne out of the plan as well.



S E C T I O N

4

THE TEAM

ZACHARY MANNHEIMER | PRINCIPAL OF COMMUNITY PLANNING



Zack Mannheimer currently serves as the Principal of Community Planning at McClure Engineering Company where he manages the firm's resources in delivering Creative Placemaking® concepts to communities all over the country. Zachary brings 10+ years of placemaking and community development experience and has a thorough understanding of what it takes to make a community unique in order to grow population and economic development.

SELECTED EXPERIENCE

- Nonprofit creation
- Capital development fundraising and financing
- Business plan development (non-and for-profit entities)
- City visioning
- Housing development
- Corporate / community relationships

EDUCATION

Bachelor of Arts, Theater Arts & Philosophy, Muhlenberg College

SELECTED AWARDS / HONORS

- 2011 Des Moines Citizen of the Year
- Des Moines' Business Record 40 Under 40
- New Leaders Council 40 Under 40
- Iowa Governor's Volunteer Award
- DSM Young Professional of the Year

**DES MOINES
SOCIAL CLUB**

BETHANY WILCOXON | VICE PRINCIPAL OF COMMUNITY PLANNING



Bethany Wilcoxon currently serves as the Vice Principal of Community Planning at McClure Engineering Company. In her role, Bethany guides communities in defining their vision and prioritizing efforts to position communities for long-term economic and cultural success. Bethany's decade of planning and building strong communities enables her to bring diverse voices to the table, build consensus, and creatively implement community development strategies with clients across the nation.

SELECTED EXPERIENCE

- Regional partnerships
- Local public policy creation and adoption
- Capital campaigns
- Facilitation and consensus building across sectors
- Public-private partnerships
- Grant writing

EDUCATION

Graduate Certificate, Geographic Information Systems, Iowa State University
Bachelor of Science, Community & Regional Planning, Iowa State University

SELECTED AWARDS / HONORS

- Des Moines' Business Record 40 Under 40
- Leadership Iowa (Class of 2015-2016)
- Global Shapers Des Moines Founding Curator
- ISU STATEment Maker
- Next American Vanguard



CAPITAL CROSSROADS



THE TEAM

ALEX HOLLAND | LEAD COMMUNITY PLANNER - SOUTHERN REGION



Alex Holland currently serves as the Lead Community Planner - Southern Region at McClure Engineering Company. In this role, Alex creates and supports the delivery of placemaking strategies and the engagement of clients, potential clients, and interested parties. Alex has years of experience developing and implementing federal programs and interagency initiatives designed to advance economic opportunities in underserved areas of the eight-state Mississippi Delta region.

SELECTED EXPERIENCE

- Federal program development and implementation
- Public policy and legislative affairs
- Alignment of regional and federal activities
- Funding package creation
- Programming creation

EDUCATION

Master of Public Administration, University of Louisiana at Monroe
Master of Business Administration, University of Louisiana at Monroe
Bachelor of Arts, Political Science, University of Louisiana at Monroe
Bachelor of Arts, Criminal Justice, University of Louisiana at Monroe

SELECTED AWARDS / HONORS

- International Economic Development Council Certification
- Harvard Kennedy School Authentic Leadership Development Certification



JESS MARTINEZ | COMMUNITY PLANNING INTERN



Jess Martinez currently serves as the Community Planning Intern at McClure Engineering Company. In her role, Jess assists the Placemaking team with quantitative and qualitative research, developing community action plans, and managing funding resources.

SELECTED EXPERIENCE

- Program coordination
- Grant writing
- Regional partnership
- Rural resource consolidation

EDUCATION

Master of Arts, City Planning, Boston University
Bachelor of Arts, History, University of California, Los Angeles





S E C T I O N

5

PRICING STRUCTURE

The estimated fee for this action plan is broken down as follows:

PHASE	FEE
Phase 1. Cultural Asset Mapping	\$8,400
Phase 2. Community Visioning	\$3,800
Phase 3. Capacity Assessment	\$7,400
Phase 4. Action Plan	\$13,400
Phase 5. Travel and Expenses	\$5,000
TOTAL	\$38,000

A full scope detail will be provided in the final Agreement. Any change in the scope may result in additional fees.

ADDITIONAL SERVICES

PLANNING & PLACEMAKING	Comprehensive Creative Placemaking® Strategy
	+ Existing Conditions Housing Analysis
	+ Comprehensive Housing Assessment
	+ Engineering Work
	+ Brownfields Phase I ESA (Per Site)
	+ Brownfields Phase II ESA (Per Site)
	+ Historic Properties Initial Assessment (Up to 5 Buildings)
	+ Historic Properties Initial Assessment (5-10 Buildings)
	+ Development of Incentives Programs (Per Program Beyond 3)
	Master Planning
	+ Engineering Work
	+ Transportation Infrastructure Inventory
	+ In-Depth Transportation Analysis
	+ Sidewalk Analysis
	+ Traffic Forecasting
	Community Visioning & Asset Mapping
	+ Additional Visioning Sessions (Per Session Beyond 3)
	Business Plan (Programming, Job Descriptions, & Revenue Modeling (Per Plan))
	+ Additional Business Plans
COMMUNITY CAPACITY	Funding
	+ Fundraising Strategy Development
	+ Fundraising Assistance
	+ Fundraising Operations
	+ Funding Assistance (Per Month)
	Grant Identification (Top Ten Opportunities)
	Grant Application Development
	Tax Credit Application Development
	Implementation Assistance - Retainer Fee
	Identifying Local Operators (Community Leadership Development Design)
	Organizational Structure Design

CREATIVE SERVICES

Facilitation
+ Implementation Assistance - Retainer Fee
Branding
+ Brand Development (Including Brand Standards Document)
+ Implementation Assistance - Retainer Fee
Marketing
+ Media Relations (Press Release & Distribution)
+ Strategy Development (Marketing Plan - High Level)
+ Strategy Development (Marketing Plan - Full Detail)
+ Implementation Assistance - Retainer Fee
Social Media
+ Strategy Development
+ Implementation Assistance - Retainer Fee
Videography
+ Video for Social Media
+ 3 Minute Video
Aerial Photography - Project Site Overview (Per Hour)
Wayfinding Signage
+ Signage Design
+ Signage Placement
Speaking (Travel & Accommodations)
Lectures (60 Minutes)
Workshops
+ Under 25 people
+ 25-100 people
+ 100 or more people
+ 100-500 people
+ Over 500

July 26, 2018

Anthony Brown
City Administrator
City of Adel
301 S. 10th Street
Adel, IA 50003

**Re: Professional Services Agreement
City of Adel Comprehensive Plan Update
Confluence Project #18212**

Dear Anthony:

Thank you for giving us the opportunity to provide professional consulting services for the City of Adel to prepare a new Comprehensive Plan. The following is our proposed scope of work and agreement. This proposal can further be modified to best meet your needs and budget.

A. PROJECT NAME: City of Adel Comprehensive Plan Update

B. CONSULTANT TEAM:

- Christopher Shires, AICP / Principal + Project Manager with Confluence, Inc.
- Jane Reasoner, LEED Green Associate / Planner I with Confluence, Inc.
- Jeff Schug, PE / Engineer with McClure Engineering Co.

C. PROJECT DESCRIPTION: Create a new Comprehensive Plan for the City of Adel. This project includes public and stakeholder input and the direction of City staff and a Comprehensive Plan Advisory Committee.

D. PROJECT SCHEDULE: The timeline for completion of the final report is estimated at approximately 12 months from project initiation. Additional time may be required due to meeting scheduling conflicts outside of the control of the Consultant Team.

E. SCOPE OF SERVICES

PHASE 1 | PROJECT KICK-OFF, RESEARCH + ANALYSIS (approximately 2 months)

1.1 Project Kick-Off Meeting with Advisory Committee (CPAC Meeting #1)

The Consultant Team will facilitate a project kick-off meeting with City staff and the Advisory Committee.

The purpose of this meeting is to:

- Establish roles, responsibilities, and project contacts;
- Determine any initial data needs;
- Review the project scope, schedule, and key meeting dates; and,
- Identify key stakeholders, a special event, and desired public input process and outcomes.

At the kick-off meeting, we will also take the opportunity to review the existing Comprehensive Plan, the recent Land Use Plan Update, and Strategic Plan to identify key issues and areas of focus that may include:

- Land use, economic development, housing, and annexation;
- Transportation and utilities; and,
- Parks & recreation, natural resource protection and stormwater.

1.2 Data Collection

The Consultant Team will tour the City of Adel and surrounding area and collect and review available background information for the City and County. This information will include:

- Existing public utility information, including sanitary sewers, water mains and storm sewers;
- City Zoning and Subdivision regulations and development policies and practices;
- Recent Parks and Recreation Plan;
- CIP Budget;
- Available topographic information, including most recent County aerial photography and topography.;
- Other readily available information required to complete the scope of services; and,
- Existing City plans and reports affecting the project, including pending or approved City Planning documents (to be provided by the City).

1.3 Existing Plans Assessment & Review

The Consultant Team will review and analyze all existing plans and information that may impact the direction and findings of the planning effort.

1.4 Transportation and Utilities Analysis

The Consultant Team will analyze the existing and planned roadway network and sanitary sewer and water service to identify opportunities and restrictions present in the planning area and will identify how these findings will impact or can be addressed in the Comprehensive Plan. The result of this work will be a conceptual transportation, sanitary sewer and water infrastructure master plan that will help shape the planning boundary and future land use policies.

PHASE 2 | VISION, INPUT + DIRECTION (approximately 2 months)

2.1 Project Survey

An electronic survey will be developed and distributed to receive specific feedback from a wider audience. This survey can also be distributed in paper format for those who do not have access to or wish to utilize an electronic version.

2.2 Public Workshop (Public Meeting #1)

The Consultant Team will facilitate a structured public workshop in order to identify key issues, priorities, and land use preferences that will guide the direction of the Comprehensive Plan. At this meeting, the Consultant Team will provide an overview of the Comprehensive Plan process and seek general input on this planning area. The workshop will include a project overview, brief Planning 101 session to explain the purpose and importance of a land use plan, review the current plan, and outline the desired public input. Input will be obtained through a SWOT exercise, comment cards, dot-voting, and small group easel discussions. (1 meeting)

2.3 Key Stakeholder Interviews

Members of the Consultant Team will schedule one day to be available to meet individually with community stakeholders, community groups, and local property owners as identified by the Advisory Committee. (1-day)

2.4 Special Event (Public Meeting #2)

The Consultant Team will design and staff a booth at a public event in order to obtain feedback from the community utilizing boards, comment cards, maps, surveys, and one-on-one conversations.

2.5 Box City Youth Workshop (Public Meeting #3)

The Box City Youth Workshop is a special event for elementary aged children in Adel to participate in a hands-on exercise to help plan for their community and shape its future vision. The event can be a casual come and go event where children fill out a permit and create their building, or it can be more structured to include a short lesson about planning and a small group activity where students brainstorm with a planner before filling out their permits. The last step is always placing their new building, park, or piece of infrastructure on a tarp with a streetscape, so they can see their city put together. Youth participation in the planning process is a means to educate future community leaders about the importance of planning and how a community operates. It provides young community residents with meaningful input on shaping the future of their community.

2.6 Input, Visioning, and Goals Review Meeting with Advisory Committee (CPAC Meeting #2)

The Consultant Team will present to City staff and the Advisory Committee an overview of the public input received and identify key issues and themes. The purpose of this meeting will be to set the preferred direction of the Comprehensive City Plan. (1 meeting)

PHASE 3 | DRAFT PLAN + EVALUATION (approximately 5 months)

3.1 Draft Plan

The Consultant Team will prepare a draft Comprehensive City Plan that includes the following general elements or chapters. Each major component will consider the Iowa Smart Planning Principals and other sustainability principles.

1. Community Vision
2. Community Profile, Demographics, Population Projections, and Economic Development
3. Public Participation
4. Natural Resources + Parks & Recreation
5. Community Public Facilities + Water & Sewer Master Plan
6. Community Character
7. Land Use, Housing, Planning Boundary, & Annexation
8. Transportation + Mobility Master Plan
9. Implementation (Goals, Policies, and Action Items)
10. Appendix

Each chapter will be prepared and then submitted to the City staff for review and comment. The Consultant Team will address City staff comments and submit a revised draft of that section to City staff.

3.2 Draft Plan Presentation with Advisory Committee (CPAC Meeting #3)

The Consultant Team will review the draft with the Advisory Committee and make modifications and updates as requested.

3.3 Joint City Council and Planning and Zoning Commission Draft Review Workshop (Joint Workshop #1)

The Consultant Team will facilitate a joint workshop of the City Council and Planning Commission to review the draft and summarize public input. The Consultant Team will seek feedback from the Council and Commission for final direction and preferred alternatives.

PHASE 4 | FINAL DRAFT PLAN + ADOPTION (approximately 3 months)

4.1 Final Draft Plan

The Consultant Team will prepare a final draft of the Comprehensive Plan and submit it to the City staff for review and comment. The Consultant Team will address City staff comments and submit a revised final draft to City staff.

4.2 Final Draft Plan Review with Advisory Committee (CPAC Meeting #4)

The Consultant Team will review with the Advisory Committee the final draft Plan and comments received at the Joint Workshop #1, record feedback and comments, update and modify the Plan as requested.

4.3 Planning and Zoning Commission Public Hearing (Public Meeting #3)

The Consultant Team will attend the Planning Commission Public Hearing for the review and recommendation on the adoption of the Comprehensive Plan. The Consultant Team will assist the City staff with the presentation of the Plan. The Consultant Team will make changes to the Plan as may be requested by the Commission and submit updated copies to the City staff. (1 meeting)

4.4 City Council Public Hearing (Public Meeting #4)

The Consultant Team will attend the City Council Public Hearing for the review and approval of the Comprehensive City Plan. The Consultant Team will assist the City staff with the presentation of the Plan. The Consultant Team will make changes to both the Plan as may be requested by the Council and submit updated final copies to the City staff. (1 meeting)

F. DELIVERABLES:

1. In addition to working copies of the various draft versions of the Comprehensive Plan, the final draft version, including all maps and tables, will be provided electronically in InDesign, Word, PDF, and ArcGIS formats. Printed copies of the final plan document and maps will be provided subject to availability of funds from the Reimbursable Expenses as detailed in Section H(6) herein below.

G. CITY RESPONSIBILITIES:

1. The City shall provide background information including building permit data, copies of existing plans and studies as well as GIS and CAD files of city maps, utilities, streets, and property ownership records.
2. The City shall assist with scheduling stakeholder meetings, provide all meeting notices as necessary and as required by law, and shall provide locations for all meetings.
3. The City shall provide timely review of all work product as necessary.

H. FEES AND EXPENSES:

1. We propose to perform the services described in Scope of Services: Phase One, for a fee not to exceed a maximum of Twenty-Eight Thousand One Hundred Dollars (\$28,100.00).
2. We propose to perform the services described in Scope of Services: Phase Two, for a fee not to exceed a maximum of Thirteen Thousand Two Hundred Dollars (\$13,200.00).
3. We propose to perform the services described in Scope of Services: Phase Three, for a fee not to exceed a maximum of Eighteen Thousand Five Hundred Dollars (\$18,500.00).
4. We propose to perform the services described in Scope of Services: Phase Four, for a fee not to exceed a maximum of Eleven Thousand Seven Hundred Dollars (\$11,700.00).
5. Total amount: The total maximum fee amount for Scope of Services: Phases One through Four is Seventy-One Thousand Five Hundred Dollars (\$71,500.00).
6. Reimbursable expenses for printing and meeting materials are not included in the services fee and will be billed in accordance with our rates shown on the attached rates and expenses schedule (see Exhibit A). Reimbursable expenses shall not exceed five percent (5%) of the total project fee.
7. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the City of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

H. TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the City's timetable. The schedule may be impacted and delayed by the scheduling of meetings that are outside of the control of the Consultant Team.

ATTACHMENTS: Exhibit A - Rates and Expenses Schedule
- General Conditions

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	\$.545 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 1/1/2018

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Confluence (hereinafter referred to as "Confluence") shall perform professional services as set forth in Confluence's proposal, the Client's acceptance thereof if accepted by Confluence, and these General Conditions. "Client" refers to the person or business entity ordering the professional services to be done by Confluence. The Client shall designate representatives who are authorized to make all decisions on the Client's behalf when requested to do so by Confluence. If the Client is ordering professional services on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said professional services. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the professional services ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of Confluence's work. Confluence shall have no duty or obligation to any third party greater than that set forth in Confluence's proposal, Client's acceptance thereof and these General Conditions. The ordering of professional services from Confluence shall constitute acceptance of the terms of Confluence's proposal and these General Conditions.

2. SCHEDULING OF WORK: Confluence will perform professional services with due and reasonable diligence consistent with sound professional practices. If Confluence is required to delay commencement of professional services or if, upon embarking upon its professional services, Confluence is required to stop or interrupt the progress of its professional services as a result of changes in the scope of the professional services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Confluence, additional charges will be applicable and payable by Client.

3. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Confluence to perform professional services. Confluence shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its professional services or the use of its equipment; however, Confluence has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Confluence to restore the site to its former condition, upon written request Confluence will perform such additional professional services as is necessary to do so and Client agrees to pay Confluence the cost thereof.

4. CLIENTS DUTY TO NOTIFY LANDSCAPE ARCHITECT: Client represents and warrants that he has advised Confluence of any known or suspected hazardous materials, utility lines and pollutant at any site at which Confluence is to do professional services hereunder, and unless Confluence has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Confluence harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Confluence's performance of its professional services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Confluence by Client.

5. RESPONSIBILITY: Confluence's professional services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Confluence shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Confluence's professional services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Confluence has no right or duty to stop the contractor's work.

6. STANDARD OF CARE: Confluence's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, Confluence will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.

7. LIMITATION OF LIABILITY: Should Confluence or any of its professional employees be found to have been negligent in the performance of its professional services, or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming to have in any way relied upon Confluence's professional services agree that the maximum aggregate amount of the liability of Confluence, its officers, employees, agents, and sub-consultants shall be limited to \$ 71,500.00.

Initials: CONFLUENCE  CLIENT _____

8. PRICING ESTIMATES: Neither Confluence nor Client has any control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Confluence cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the project. Confluence will cooperate and work closely with any cost consultant to help ensure that the project can be constructed within any appropriate budgetary constraints.

9. ADDITIONAL SERVICES: Client may request or it may become necessary for Confluence to perform Additional Services in order to further the objectives of the project. Whenever reasonably possible, Confluence will notify Client in advance of Confluence's intention to perform the particular Additional Service, and Client's failure to instruct Confluence not to perform the Additional Service shall be considered Client's acquiescence to the performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Confluence to perform after final payment has been made to the contractor(s) or more than sixty (60) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Confluence shall be entitled to rely on the accuracy of any drawings or other information supplied to it by Client, its employees, representatives or other consultants, and any services necessitated because of an error or omission in any drawing or other information supplied by Client, its employees, representatives or other consultants shall be an Additional Service. Additional Services shall be billed at Confluence's normal hourly

rates, and Client shall pay such charges above and beyond any charges for Basic Services set forth in the Proposal.

10. CONSTRUCTION ADMINISTRATION: Confluence shall have no responsibility for construction administration unless explicitly described in the Proposal. If construction observation services are performed, Confluence shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, for any defects, deficiencies or other acts or omissions of the contractor or any other persons performing any of the construction work or for the failure of any of them to carry out the work in accordance with the plans and specifications, and Confluence visits to the construction site shall be for the purpose of becoming generally familiar with the progress and the quality of the construction work and to determine in general if the work when completed will be in accordance with the plans and specifications, and Confluence is not authorized to stop the construction work or take any other action relating to job site safety. If Confluence reviews contractors' applications for payment, such reviews shall be made to the best of Confluence's knowledge, information and belief based on Confluence's limited observation of the construction work, and Confluence shall be entitled to rely on documentation submitted by the contractor(s) or others which is not inconsistent with Confluence's own observations. If the Client requests in writing that Confluence provide any specific construction phase services and if Confluence agrees in writing to provide such services, then Confluence shall be compensated for Additional Services.

11. CLAIMS: Client acknowledges that Confluence is a corporation and agrees to make any claim arising out of or relating to the project against Confluence only, and not against any of Confluence's directors, officers, employees or agents.

12. INSURANCE: Confluence shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, Confluence shall use its best efforts to obtain the additional insurance, but Client shall reimburse Confluence for any additional premium or other related costs that Confluence thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name Confluence as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and Confluence in language reasonably satisfactory to both Client and Confluence.

13. TERMINATION: Either party upon seven day's prior written notice may terminate this Agreement. In the event of termination, Confluence shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place Confluence's files in order and/or protect its professional reputation.

14. WITNESS FEES: Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. Client 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.

15. PAYMENT: Client shall be invoiced as professional services are completed and reported at Confluence's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Confluence's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Confluence shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein Confluence waives any rights to a mechanics' lien, or any provision conditioning Confluence's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that Confluence shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Confluence from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

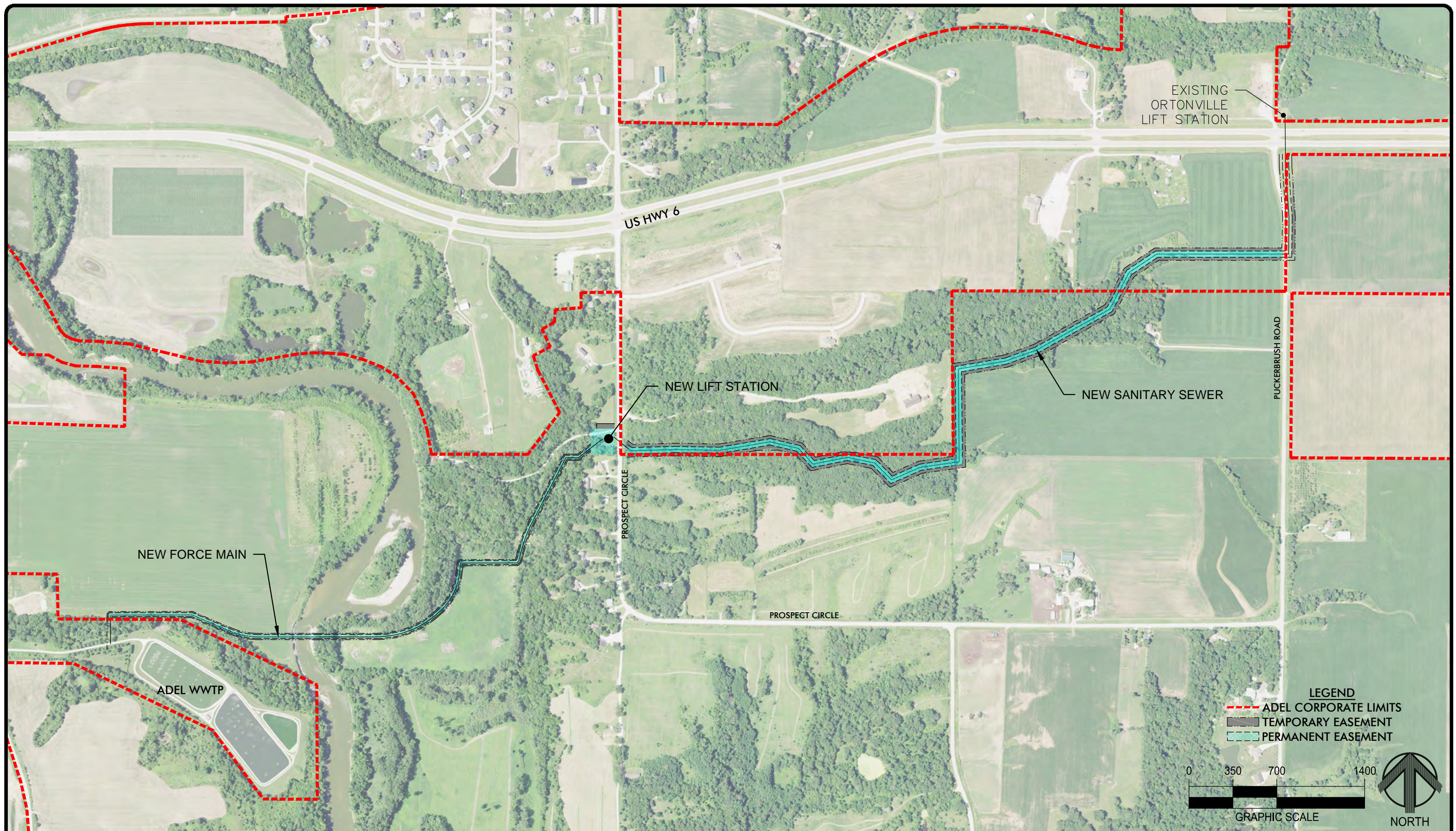
16. LATE PAYMENTS: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Confluence, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

18. INDEMNIFICATION: The Client shall indemnify and hold harmless Confluence and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Confluence), or anyone for whose acts any of them may be liable.

19. MISCELLANEOUS: To the extent within Client's control, Confluence shall have the right to take photographs, and make other reasonable promotional use of the project, and Confluence shall be given appropriate credit on all construction signs or other promotional materials concerning the project. Client may accept Confluence's Proposal either by signature, or oral assent, authorizing Confluence to commence providing professional services or making any payments to Confluence in consideration of professional services, and any of the above modes of acceptance shall be deemed to incorporate these Business Terms into the contract between the parties thereby formed.

20. OWNERSHIP OF DOCUMENTS: All documents produced by Confluence under this agreement shall remain the property of Confluence and may not be used by the Client for any other endeavor without written consent.



East Adel Sanitary Utility Improvements
City of Adel, IA