



## **NOTICE OF PUBLIC MEETING**

### **Water, Sewer, & Sanitation Committee**

The City of Adel's Water, Sewer, & Sanitation Committee will meet in the council chambers at Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, Iowa, on **Tuesday, August 7, 2018** at **7:00 p.m.**

### **AGENDA**

1. Call to Order
2. Approval of March 3, 2018 Minutes
3. Deduct Meters in Xenia Rural Water Territory (i.e., for City Sewer Customers)
4. General Water Update
5. Options for Repairing the Water Softeners
6. East Annex Sewer Extension
  - a. Project Update
  - b. McClure Contract Amendment for Eagle Vista and Connection Fee District
7. Movement of Salt Storage Shed to Accommodate New Water Treatment Plant
8. Storm Water Appeal in Bear Estates – Council will hold Public Hearing on August 14
9. Any Other Business
10. Adjournment

8/6/2018 4:14:44 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.*



## **March 8, 2018 Joint Water, Sewer, & Sanitation Committee and Streets Committee – Minutes**

### **The City of Adel's Water, Sewer, & Sanitation Committee and Streets Committee met in a joint session in the Council Chambers at Adel City Hall, 301 South 10<sup>th</sup> Street, Adel, Iowa, on March 8, 2018 at 6:00 p.m.**

The joint committee meeting was called to order at 6:00 p.m. Committee members present: Christensen, Haynes, Ockerman, and Selby. Others in attendance: Council Member McAdon, City Administrator Brown, Public Works Director Overton, Water Operator Altenhofen, and McClure Engineering rep. Anderson.

Haynes motioned, seconded by Selby, to approve the October 30, 2017 Street Committee and November 8, 2017 Water & Sewer Committee minutes. Motion carried unanimously.

Discussion began on the infrastructure study of the South Annex area. This area was reviewed last year. The study identified future water mains/towers based on elevations. This area is limited by Xenia Rural Water. Haynes asked if the City's agreement with Xenia was airtight. Anderson noted that there are different opinions. Ockerman asked what Ames paid to purchase Xenia's territory. Anderson stated that Ames paid \$2,500 per lot, though there are other options.

Christensen asked whether the City could adequately take over and serve this South Annex territory. Anderson noted that the City's water treatment plant could handle average days, but peak days can push the capacity higher. The new water treatment plant, scheduled to be online in 2020, will be able to handle 1.2 million gallons per day on average (expandable up to 2.4 million gallons per day). Two new wells will be built next year, and one old well would be decommissioned.

Anderson discussed the sewer portion of the South Annex study. The potential sewer lines and pump stations would follow the basins and draws in the area. Two pump stations could serve up to 4,000 acres. Anderson noted that Robert Cramer's proposed Southbridge development, which would be south of 302<sup>nd</sup> Place, would require a new pump station. Christensen asked about the sewer treatment plant. The DNR has imposed new regulations, though the timeline has been pushed.

Discussion moved to the East Annex area. Anderson noted that preliminary design for the East Annex Sewer Extension Project has been completed. Landowner meetings are ongoing. This area is also in Xenia's territory. Haynes asked whether the new MidAmerican facility south on R-16 would be served by City sewer. Anderson noted that the additional \$3.5 million cost was not feasible. McClure did not have any updates on the proposed County strategic planning efforts.

Discussion moved to the proposed updates to the County's 28E Road Maintenance Agreement. Brown stated that the agreement for sharing gravel maintenance would be updated based on Robert Cramer's annexation request.

Discussion moved to a review of the City's Water Conservation efforts. Altenhofen provided an overview of the current ordinance and some proposals to give the City more enforcement. Brown noted that former City Attorney John Reich had reviewed these proposals prior to his passing. The committee agreed to heavily promote the conservation ordinance.

Haynes motioned, seconded by Christensen, to recommend the proposals to council. Motion carried unanimously.

Discussion moved to allowing deduct meters for customers with Xenia water and City sewer. Altenhofen provided an overview and recommended that this practice not be allowed. Altenhofen noted that plumbers have occasionally installed these wrong and that it could be an issue with City meters on Xenia's system (e.g., backflow). The committee agreed.

Discussion moved to an update on the City's proposed Water, Sewer, and Storm Water projects. USDA-RD funding is slowly being distributed to the states, so the City could receive funding by May.

In other business, Brown noted that the storm water letters for some residential accounts would be sent out soon.

With no other business, the meeting was adjourned at approximately 8:10 p.m.

Respectfully submitted,  
Anthony Brown, City Administrator

City Staff Recommendations  
Xenia – Deduct Meter Issue

1. Revise ordinances to prohibit any new “outside” plastic deduct meters
  - Plastic meters are unreliable, and the administrative process once a year is inefficient
  - Vast majority of metro-area cities do not offer plastic meters anymore
2. Revise ordinances to “grandfather” in existing plastic deduct meters if they are brought in by October 31 of every year
  - If they are not brought in at that time, the meter will be removed from our system
  - Only a plumbed in deduct meter will be available after that
  - Implement a “buyback” program: \$50.00 for returned meters only; \$100.00 if returning a meter and purchasing a plumbed in deduct meter
3. Two viable options available for allowing deduct meters in Xenia Rural Water territory
  - Option: Flat Sewer Rate
    - o This practice is not uncommon in Iowa, though uncommon in the metro
    - o Could use 5,000 – 7,000 gallons per month, though need further analysis/data
    - o Would not be offered for multi-residential, commercial, or industrial users
  - Option: “Plumbed In” Set Deduct Meters
    - o Homeowner would pay for the meter and hire a plumber to install it
      - Could charge a permit fee; mimic the City of Johnston?
      - Would require a second inspection by Xenia or the Building Inspector to guarantee the proper setting and backflow; could charge a fee
    - o Would require a strong liability waiver, as the meter would be on Xenia’s distribution system
    - o Xenia would be willing to work with us on this concept

City Staff Recommendations  
Xenia – Deduct Meter Issue

4. Revise ordinances to require all new construction to be plumbed for at least two meters (i.e., one for inside usage and one for outside usage)
  - The property owner would have the option of purchasing a deduct meter for outside usage, though this would not be required
5. Two viable methods available for issuing sewer credits in the affected areas
  - Route 6 Average Method: After a property owner purchases and installs a deduct meter, provide a sewer credit for usage over 5,000 – 7,000 gallons per month; credit would be issued within 90 days and be applied directly to account
    - This methodology is based on the Water Department's analysis of Route 6, which features new residential construction of similarly sized homes
    - The period would look back to April/May 2018
  - Yearly Average Method: After a property owner purchases and installs a deduct meter, wait until 12 months' worth of usage data; then, determine the average usage and provide a sewer credit for the excess during time without deduct meter



# Water FAQ

City of Adel Water Department

## 1. What is the difference between a Water Watch and a Water Warning?

These terms come from the City's **Water Conservation Plan**, which was approved by the Adel City Council in June 2017.

The Water Conservation Plan attempts to modify or limit water usage during drought conditions, equipment failure, or when a combination of factors has significantly increased consumption over an extended period.

The first stage of the Plan is a **Water Watch**. This voluntary stage strongly encourages customers to reduce water consumption that is not necessary for the sustainability of human life (e.g., watering grass, filling up pools, washing cars). A Water Watch may be enacted when water demands reach 70% of the Water Treatment Plant's production capacity (i.e., 560,000 gallons per day).

The second stage is a **Water Warning**, which allows the City to enforce and shut-off unnecessary water usage after a 24-hour notice. Under a Water Warning, outdoor watering is prohibited, and fines may be levied. A Water Warning may be enacted when water demands reach 80% of the Water Treatment Plant's production capacity (i.e., 640,000 gallons per day).

The final stage is a **Water Emergency**. During this stage, the City will shut-off unnecessary water usage without warning and levy double fines for compliance. A Water Emergency may be enacted when water demands reach 90% of the Water Treatment Plant's production capacity (i.e., 720,000 gallons per day).

## 2. What's going on with the water softeners? Are they still on?

Due to peak demand and drought-like conditions, the water softeners were taken offline in late July 2018.

Water quantity is critical for public safety issues like fire protection and backflow prevention. By removing the softeners from service, the City gains three to five hours per day of water production.



# Water FAQ

## City of Adel Water Department

Because the Water Treatment Plant is approximately 45 years old, the plant's softening technology is outdated and not as effective as before. While soft water is usually preferred, hard water is not considered a risk to public health.

The City's Water & Sewer Committee is expected to consider cost-effective options to temporarily fix the City's softeners. However, if drought or emergency conditions occur prior to the completion of the new water treatment plant, it may be necessary to take the softening system offline.

### 3. What are the City's short-term plans to resolve these issues?

In the interest of public safety, the City's Water Department will continue to implement the Water Conservation Plan as needed. Water Department staff have also been coordinating with community stakeholders, including the building and development community, to reduce watering.

In addition, construction has begun on an emergency connection to Xenia Rural Water to provide system redundancy and an option when other measures fail.

### 4. What about long-term solutions?

The City has secured funding from USDA Rural Development to construct a variety of major facility upgrades and replacements. These include a new greater capacity Grade III Reverse Osmosis Water Treatment facility, two new wells, a new raw water transmission main, water main replacements, and booster station upgrades.

These projects are expected to begin construction in 2019 and are anticipated to be completed by the end of 2020. The monthly CWI surcharge, which is paid by all City Water customers, will fund these improvements.

### 5. This information was helpful, but I have more questions!

Please feel free to contact the City's Water Superintendent, Jordon Altenhofen, at (515) 518 - 7395 or [jaltenhofen@adeliowa.org](mailto:jaltenhofen@adeliowa.org)

Project No.: 20317006-00  
 Project Name: Wastewater System Improvements, Adel East Annex Sanitary Utility Extension  
 Project Manager: Gary Brons

**AMENDMENT NO. 2  
 TO THE  
 AGREEMENT FOR ENGINEERING SERVICES  
 WASTEWATER SYSTEM IMPROVEMENTS  
 ADEL EAST ANNEX SANITARY UTILITY EXTENSION  
 ADEL, IOWA**

This **Amendment** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and shall amend the **Agreement** dated the 11<sup>th</sup> day of April, 2017, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Engineer**") and the **City of Adel, Iowa** (hereinafter referred to as "**Owner**") for the ongoing Adel East Annex Sanitary Utility Extension project.

It is the intent of the **Owner** to amend the original **Agreement** to expand the scope of services to include additional work items of the project, as described below. This **Amendment** authorizes the **Engineer** and establishes fees for the phases described below. Services shall be performed per the fees, terms and conditions outlined in this **Amendment** and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed in Exhibit 'B'.

2. The **Engineer** shall conduct the following services, marked "Included", for approval by **Owner**:

Item	Included	Not Included
<b>P. Connection Fee District Development</b>		
• Determine total cost of proposed or completed improvements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Determine sanitary sewer service tributary area of proposed or completed improvements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Identify property owner and parcel information within proposed connection fee district from available City/County records.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare preliminary connection fee district justification documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare preliminary connection fee district exhibits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare final connection fee district justification documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare final connection fee district exhibits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Q. Connection Fee District Meetings</b>		
• Meetings with Owner/Staff/Council (3 Meetings Assumed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Public Informational Meetings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Regulatory Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Fee Schedule

	PART A East Annex Lift Station & Forcemain	PART B East Annex Central Sanitary Trunk Sewer	PART C Puckerbrush Road Sanitary Trunk Sewer	PART D Eagle Vista Sanitary Sewer Connection
<input checked="" type="checkbox"/> B. Preliminary Design (LS)	<u>Per Prev. Agreement</u>	<u>Per Prev. Agreement</u>	<u>NIC</u>	<u>\$ 10,700.00</u>
<input checked="" type="checkbox"/> C. Final Design (LS)	<u>Per Prev. Agreement</u>	<u>Per Prev. Agreement</u>	<u>NIC</u>	<u>\$ 14,800.00</u>
<input checked="" type="checkbox"/> D. Advertising, Bidding, and Contract Award (LS)	<u>Per Prev. Agreement</u>	<u>Per Prev. Agreement</u>	<u>NIC</u>	<u>\$ 3,700.00</u>
<input checked="" type="checkbox"/> I. Phase 2 Services – Land & Easement Acquisition (LS)	<u>Per Prev. Agreement</u>	<u>Per Prev. Agreement</u>	<u>TBD</u>	<u>\$ TBD</u>
<input checked="" type="checkbox"/> P. Connection Fee District Development (T&M, Estimated)	<u>N/A</u>	<u>\$ 5,000.00</u>	<u>N/A</u>	<u>N/A</u>
<input checked="" type="checkbox"/> Q. Connection Fee District Meetings (T&M, Estimated)	<u>N/A</u>	<u>\$ 2,000.00</u>	<u>N/A</u>	<u>N/A</u>
<b>TOTAL</b>	<b><u>N/A</u></b>	<b><u>\$ 7,000.00</u></b>	<b><u>N/A</u></b>	<b><u>\$ 29,200.00</u></b>

LS Lump Sum  
NTE Not To Exceed  
N/A Not Applicable

NIC Not Included  
TBD To Be Determined  
T&M Time & Materials

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Amendment to be used for work performed on a Time and Material basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the **Owner** fails to make monthly payments due the **Engineer**, the **Engineer** may, after giving (7) days written notice to the **Owner**, suspend services under this **Amendment**.
5. This **Amendment** represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This **Amendment** may be amended only by written instrument signed by both the **Owner** and the **Engineer**.
6. This **Amendment** is subject to all the Terms and Conditions listed on the following pages.

EXHIBITS		INCLUDED	NOT INCLUDED
Exhibit 'A'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Preliminary Project Scope – Amendment No. 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SPECIAL INSTRUCTIONS:**

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**OWNER:** CITY OF ADEL, IA

**ENGINEER:** McClure Engineering Company  
Clive, IA

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_  
Gary Brons

Title: \_\_\_\_\_ Mayor

Title: \_\_\_\_\_ Project Manager / Client Manager

Phone: \_\_\_\_\_ 515-993-4525

Phone: \_\_\_\_\_ 515-964-1229

Email: \_\_\_\_\_

Email: \_\_\_\_\_ gbrons@mecresults.com



# McCLURE ENGINEERING COMPANY

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LIMITATION OF LIABILITY:** The Engineer's liability shall be limited to \$50,000.00 or contracted fees, whichever is greater, or as specifically agreed to by separate agreement.

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

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

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

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

Effective 6/11/13  
(Supersedes 11/01/08)

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

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<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative .....	\$70.00
Client Liaison .....	\$180.00
Engineer I .....	\$100.00
Engineer II .....	\$130.00
Engineer III .....	\$160.00
Engineer IV .....	\$195.00
Project Manager I .....	\$160.00
Project Manager II .....	\$180.00
Principal .....	\$210.00
Senior Principal .....	\$265.00
Community Planner I .....	\$125.00
Community Planner II .....	\$150.00
Engineering Tech I .....	\$80.00
Engineering Tech II .....	\$95.00
Engineering Tech III .....	\$110.00
Engineering Tech IV .....	\$145.00
Land Surveyor I .....	\$120.00
Land Surveyor II .....	\$150.00
On-Site Representative I (OSR I) .....	\$95.00
On-Site Representative II (OSR II) .....	\$135.00
Crew Chief (CC) .....	\$110.00
Crew Member (CM) .....	\$80.00
Intern .....	\$65.00
Survey Crew .....	\$190.00

<u>EQUIPMENT</u>	
3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00

<u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage .....	\$0.70/Mile
Automobile Mileage (at current IRS rate) .....	\$0.545/Mile
Printing .....	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.) .....	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.) .....	At Cost + 10%

## EXHIBIT 'B'

### PRELIMINARY PROJECT SCOPE – AMENDMENT NO. 2

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#### **Project Description – Eagle Vista Sanitary Sewer Connection:**

The City of Adel is in the process of constructing a new sanitary trunk sewer in conjunction with a lift station to provide sanitary sewer service to the approximately 2,000-acre “East Annex” area of the City, the majority of which is planned for future development. The Eagle Vista development is located approximately 1,000 feet north of the proposed East Annex Lift Station at the intersection of Prospect Circle and Valley View Drive and was recently constructed with a dry sanitary sewer (i.e. no flow). The City desires to connect the dry sewer serving the Eagle Vista development to the East Annex sanitary trunk sewer and lift station as part of the same construction project. The total project is estimated to cost \$305,320 and will be produced as a Bid Alternate to the East Annex Sanitary Sewer and Force Main set of construction documents to achieve efficiencies in engineering design, bidding, and construction.

#### **Project Description – Connection Fee District:**

As part of financing the East Annex Sewer project, the City has requested the development of a sanitary sewer fee connection district in association with the completed project.

The Scope of Work for completion of the East Annex Connection Fee District project will include, but is not necessarily limited to the following items:

- Connection Fee District Development, including determining the total cost of proposed improvements, the sanitary sewer service tributary area of proposed improvements, and property owner/parcel information, and the preparation of preliminary and final connection fee district justification and documentation.
- Connection Fee District Meetings with City staff and City Council (3 meetings are assumed)

MEC will prepare the required tabulation of project expenses, connection fee justification documentation, and exhibits necessary to aid the City in development of the connection fee district.

MEC will begin its services upon receipt of an executed Agreement, which will serve as a notice to proceed.

## EXHIBIT 'C'

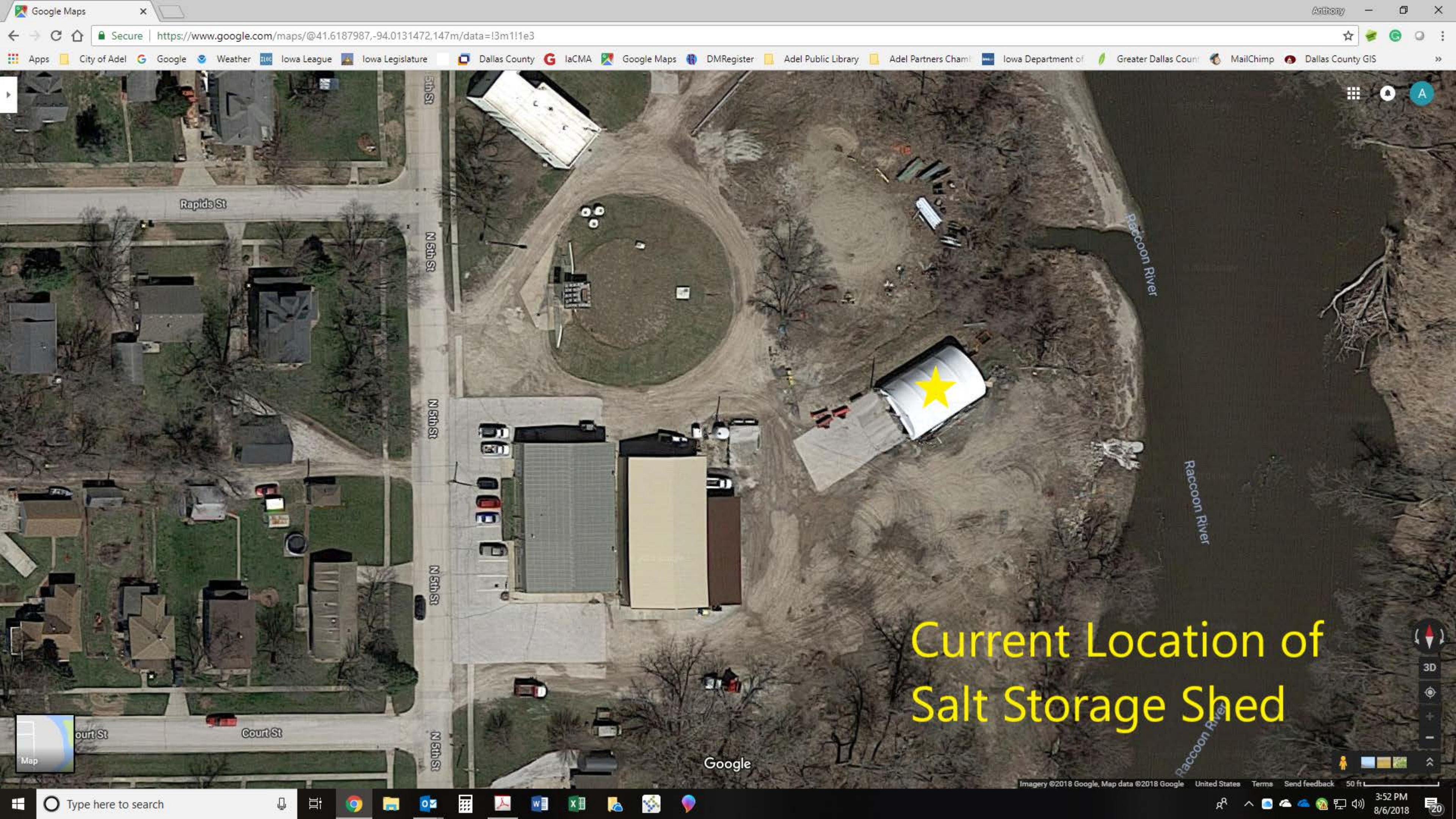
### OWNER'S RESPONSIBILITIES

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

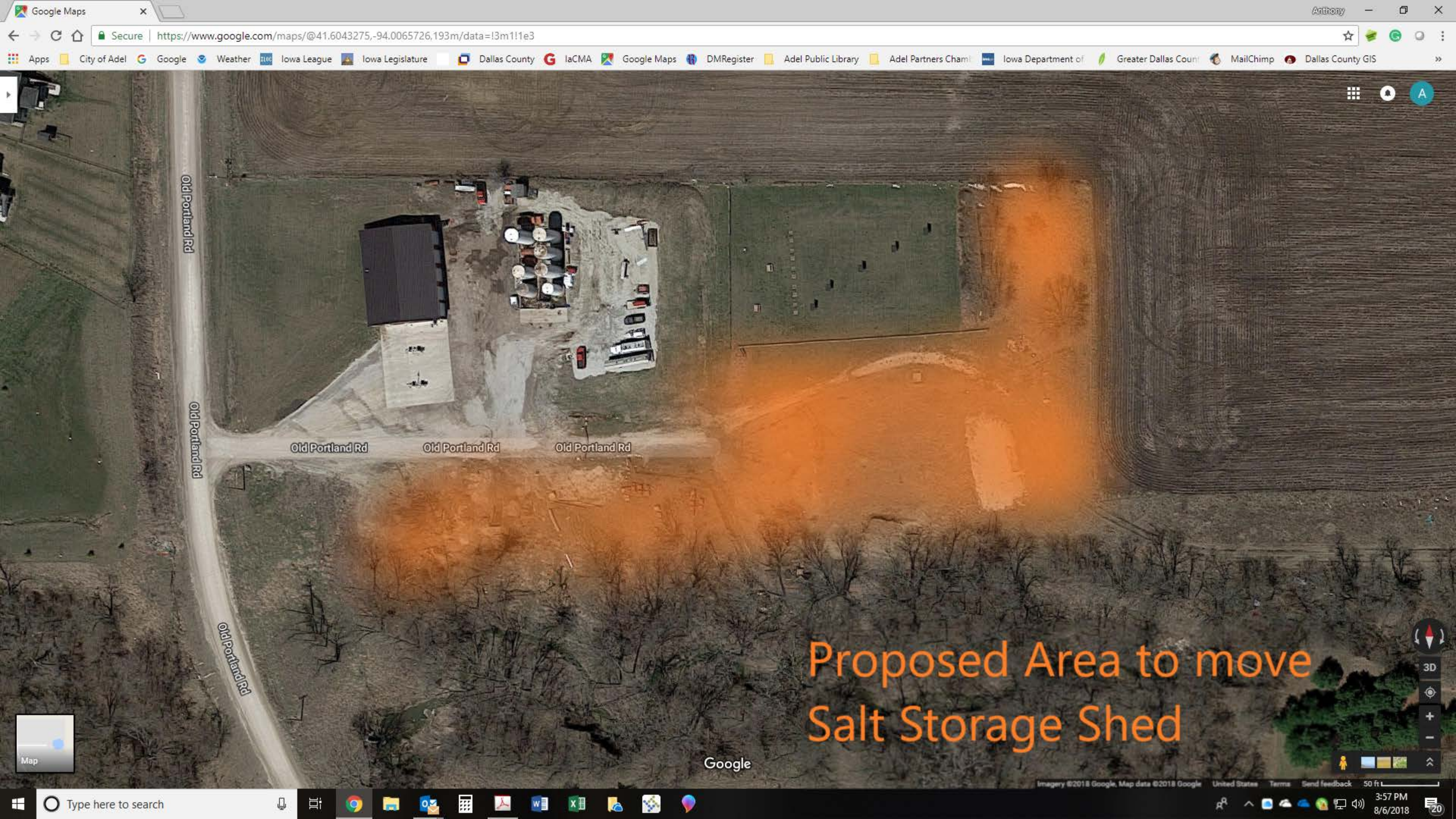
1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S**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





Current Location of  
Salt Storage Shed





Proposed Area to move  
Salt Storage Shed

Google



# MEMO

TO: Adel City Council

FROM: Water Superintendent Jordon Altenhofen

DATE: July 6, 2018

RE: 24741 Quail Avenue – Appeal of Storm Water Fees and Surcharges

24741 Quail Ave. in Bear Estates Plat 2 directly and indirectly receives service from the City of Adel's storm sewer network that the City owns and manages. Even though this development does not have the typical (or better seen as the stereotypical) storm management of curb and gutter inlets, it does still have a storm sewer network with pipe, inlets, and outlets. In addition, a detention pond services the entire development, including the property of 24741 Quail Ave.

A quick look at the specific property (highlighted in red to the right) shows that it sits in the relative center of the development. This development has privately owned ditches and driveway culverts instead of the curb and gutter approach mentioned above. Flow received from the property of 24741 Quail Ave. travels to the west. It is received by a City storm sewer inlet and carried south under the road via a 24" concrete storm pipe. It intercepts another intake, manhole structure, and eventually leads to a City detention pond before it finds its way to the river.



The indirect services provided here are due to the City roads and culverts that exist in this development. This development has three intersections, all of which bring this property to the main road. A system of culverts relays storm flows from one side of the road to the other instead of allowing over-road flows during storm events.

After analysis of the City's storm sewer systems in place for this development, City Staff believe that the Storm Water Fees and Surcharges should remain in place for this property and for all properties within this development.

Thank you for your time,

Jordon Altenhofen  
Water Superintendent