



NOTICE OF PUBLIC MEETING

The Adel City Council will meet in regular session at the Adel City Hall, 301 S. 10th St., Adel, Iowa, Tuesday, August 14, 2018, at 6:00 PM

AMENDED AGENDA

PUBLIC HEARING

1. Loan Agreement and the Issuance of Not to Exceed \$16,603,000 Water Revenue Capital Loan Notes
2. Rezoning Request by Peak Development for Brickyard Summit from R-3 to R-1
3. Storm Water Rate Appeal for 24741 Quail Avenue

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated July 23, 2018
- b) Consider Approval of July Bills and July 31, 2018, Treasurer's Report
- c) Consider Approval of Ahlers & Cooney, P.C. Invoice Dated 7/24/2018 to be Applied to Retainer
- d) Consider Approval of Funds Spent on Flower Arrangement for Former Council Member Haynes's Mother's Visitation
- e) Consider Approval of Class E Liquor License (LE), Class B Native Wine Permit, Class C Beer Permit (Carryout Beer) with Sunday Sales for Casey's General Store #1680
- f) Consider Approval Granting Permission to ADM Community School District to Discharge Fireworks at Home Football Games during the 2018 Season
- g) Consider Approval of ADM Community School District 2018 Homecoming Parade Route – 9/13/18

DEPARTMENT HEAD REPORT

NEW BUSINESS

- a) Consider Approval of Storm Water Rate Appeal for 24741 Quail Avenue
- b) Consider Approval of Water & Sewer Committee Recommendations on Deduct Meters
- c) Consider Approval of Ordinance No. 327, Rezoning Request for Southbridge PUD from A-1 (Agricultural District) to P.U.D. (Planned Urban Development District) – Second Reading
- d) Consider Approval of Resolution No. 18-36, Approving Preliminary Plat for Southbridge 3 PUD
- e) Consider Approval of Ordinance No. 329, Rezoning Request for Brickyard Summit from R-3 (Single Family Residential – Low Density) to R-1 (Single Family Residential – High Density) – First Reading
- f) Presentation and Approval to Set Date for Public Hearing on the Future Land Use Update from Confluence for September 11, 2018 at 6:00 p.m.
- g) Consider Approval of Resolution No. 18-44, Approving Strategic Planning Document from Confluence
- h) Consider Approval of Resolution No. 18-45, Approving On-Call Agreement with Confluence for Planning Services
- i) Discussion / Possible Action Regarding Confluence's Proposal to Update the 2009 Comprehensive Plan
- j) Discussion / Possible Action on Invitation for Bids to Sell ROW Located Just East of 412 Prairie Street
- k) Consider Approval of Street Committee Recommendation of Agreement with McClure Engineering for 2018 Adel Street Resurfacing Project

- l) Consider Approval of Street Committee Recommendation on “No Parking” sign on South 9th Street Between Greene Street and the Raccoon River Valley Bike Trail
- m) Consider Approval of Mayoral Board, Committee and Commission Appointments
 - a. Economic Development Commission – Seth Stone and Chris Cundiff – two applications for one opening to fill vacant seat until 6/30/2020
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one man OR one woman)
 - b. Parks & Recreation Board – Heith Hockenberry and Rich Miller – two applications for two openings to fill vacant seats until 6/30/2019
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of two men OR one man and one woman)
- n) Consider Approval of Legal Services Agreement with Ahlers & Cooney for Upcoming Water Projects (USDA-RD #3)
- o) Consider Approval of Resolution No. 18-46, Instituting Proceedings to Take Additional Action for the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$16,603,000 Water Revenue Capital Loan Notes
- p) Consider Approval of Water & Sewer Committee Recommendation of Amendment No. 2 of Agreement with McClure Engineering for East Annex Sanitary Utility Extension
- q) Consider Approval of Resolution No. 18-47, Approving and Accepting Easements Related to the East Annex Sewer Extension Project
- r) Consider Approval of Resolution No. 18-48, Approving Budget Transfers for City Attorney Services Retainer
- s) Consider Approval of Revised Job Description – Water Operator
- t) Consider Approval of Change Order No. 2 for Storm Water Utility Improvements – Phase 1, Section 1
- u) Consider Approval of Change Order No. 3 for Storm Water Utility Improvements – Phase 1, Section 2
- v) Consider Approval of Payment No. 3 for Storm Water Utility Improvements – Phase 1, Section 1
- w) Consider Approval of Payment No. 4 for Storm Water Utility Improvements – Phase 1, Section 2

OTHER BUSINESS



NOTICE OF PUBLIC MEETING

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AMENDED AGENDA

PUBLIC HEARING

1. Loan Agreement and the Issuance of Not to Exceed \$16,603,000 Water Revenue Capital Loan Notes

This public hearing was set last month. As of Thursday, August 9, no written or oral comments have been received.

2. Rezoning Request by Peak Development for Brickyard Summit from R-3 to R-1

This public hearing was set last month. As of Thursday, August 9, no written or oral comments have been received.

3. Storm Water Rate Appeal for 24741 Quail Avenue

This public hearing was set last month. The council packet includes photos from the property owner. Other materials, including correspondence from the property owner, are also included. City staff has prepared a memo. As of Thursday, August 9, no other written or oral comments have been received.

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

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- g) Consider Approval of ADM Community School District 2018 Homecoming Parade Route – 9/13/18

DEPARTMENT HEAD REPORT

NEW BUSINESS

a) Consider Approval of Storm Water Rate Appeal for 24741 Quail Avenue

The public hearing for this item was held earlier in the meeting. Property owners Nick and Kadee Miller (24741 Quail Avenue) have requested a refund and waiver of their storm water fees and surcharges. The Millers may be in attendance. The council packet includes correspondence between the Millers and City Administrator Anthony Brown. The packet also includes a memo prepared by City staff regarding the situation. McClure Engineering is expected to be on hand for any questions. City staff is recommending that the waiver and refund be denied.

b) Consider Approval of Water & Sewer Committee Recommendations on Deduct Meters

The City's Water & Sewer Committee met on August 7 to review the issue of allowing deduct meters for City Sewer customers in Xenia Rural Water Territory. A handful of property owners have been added to a list requesting credits. The committee has recommended a list of ordinance changes and a credit policy for legal to review. If approved, City Attorney Kristine Stone has indicated that these recommendations could be brought back for formal action in September. City staff is recommending approval.

c) Consider Approval of Ordinance No. 327, Rezoning Request for Southbridge PUD from A-1 (Agricultural District) to P.U.D. (Planned Urban Development District) – Second Reading

This ordinance will rezone a portion of Robert Cramer's land just south of 302nd Place from A-1 (Agriculture) to PUD (Planned Unit Development). The City's Planning & Zoning Commission reviewed and recommended the PUD in May. This is the second of potentially three readings. Since no changes have been made since the first reading last month, City Attorney Kristine Stone has indicated that it is acceptable to waive the third reading and adopt. City staff recommends approval of the second reading and waiving the third reading to adopt.

d) Consider Approval of Resolution No. 18-36, Approving Preliminary Plat for Southbridge 3 PUD

This resolution will approve the Preliminary Plat for the Southbridge PUD. It can be considered once the Southbridge PUD ordinance has been approved. If the PUD ordinance is approved, City staff is recommending approval.

e) Consider Approval of Ordinance No. 329, Rezoning Request for Brickyard Summit from R-3 (Single Family Residential – Low Density) to R-1 (Single Family Residential – High Density) – First Reading

The public hearing for this item was held earlier in the meeting. This item would rezone a 21-acre parcel near North 15th Street and the ADM Elementary School from R-3 (Single Family Low Density) to R-1 (Single Family High Density). The proposed development, which would still need to go through the platting process, would have approximately 50 single family lots. The City's Planning & Zoning Commission has twice recommended no zoning changes (i.e., June 14, 2017 and January 10, 2018). Concerns included potential traffic issues and questions from neighboring residents. The developer, Peak Development, has provided a traffic study that has been reviewed by McClure Engineering. City Attorney Kristine Stone has noted that, due to P&Z's recommendation against rezoning, a $\frac{3}{4}$ affirmative vote of the council is necessary to override. In addition, if the rezoning is not approved, the council must articulate the reason(s) for denying the request.

- f) Presentation and Approval to Set Date for Public Hearing on the Future Land Use Update from Confluence for September 11, 2018 at 6:00 p.m.

This item would set a public hearing for September 11, 2018 to consider updates to the 2015 Future Land Use Plan. In March 2018, the City engaged Confluence to update the plan and provide some strategic planning documents (which will be addressed in a separate item). Chris Shires with Confluence is expected to give a brief presentation about both items and answer any questions. The City's Planning & Zoning Commission met on August 8 to review and recommend the updated plan. City staff and the City's Economic Development Commission also reviewed the updates. City staff is recommending setting the public hearing for September 11, 2018 at 6:00 p.m.

- g) Consider Approval of Resolution No. 18-44, Approving Strategic Planning Document from Confluence

This resolution approves the strategic planning documents that Confluence prepared from council's March 2018 strategic planning session. A portion of the documents outlines the City's annexation strategy to the east. City staff and the City's Economic Development Commission reviewed the documents. Chris Shires with Confluence will be on hand to present and answer any questions. City staff is recommending approval.

- h) Consider Approval of Resolution No. 18-45, Approving On-Call Agreement with Confluence for Planning Services

This item approves an on-call agreement with Confluence for planning services. City staff discussed this concept and believes that, as the City continues to grow, professional planning services will be critical. While a full-time planner on staff is the ultimate goal, this arrangement would bridge the gap in the meantime. Confluence has extensive knowledge of the City and its recent growth. Any fees would be recoverable through the platting and development process. Chris Shires with Confluence will be on hand to answer any questions. City staff is recommending approval.

- i) Discussion / Possible Action Regarding Confluence's Proposal to Update the 2009 Comprehensive Plan

This proposal, which was solicited by council action on June 12, 2018, would engage Confluence to update the City's 2009 Comprehensive Plan. The proposal includes several components from McClure Engineering that would be incorporated into the final plan. Chris Shires with Confluence will be on hand to answer any questions. The proposed cost is reasonable compared with costs from 2014 and would be paid for by fund balance. City staff is recommending approval.

- j) Discussion / Possible Action on Invitation for Bids to Sell ROW Located Just East of 412 Prairie Street

Last month, the council set a public hearing to consider Paul Berkenbosch's offer to purchase City right-of-way (ROW) just east of 412 Prairie Street. The ROW is approximately 10' by 89' (i.e., 890 square feet). However, after consultation with City Attorney Kristine Stone, there are several additional steps needed related to ROW sales before a public hearing may be held. For example, the ROW must be offered back to the original owner, and then a survey and legal description will be needed. Therefore, an invitation to receive bids was published in the Dallas County News. The bid deadline is Monday, August 13 at 4:00 p.m. Berkenbosch has already submitted his bid and may be in attendance. Once all bids have been reviewed, City staff will provide a recommendation.

- k) Consider Approval of Street Committee Recommendation of Agreement with McClure Engineering for 2018 Adel Street Resurfacing Project

This agreement engages McClure Engineering to design and oversee construction on several street overlay projects throughout the City. The project addresses several of the 2017 Streets CIP phase one priorities and would be financed mostly with unused Main Street bond proceeds (i.e., approximately \$451,000). The work could begin later this year or next spring and would be minimally disruptive. The City's Street Committee reviewed the proposal on August 7 and is recommending approval. City staff is recommending approval.

- l) Consider Approval of Street Committee Recommendation on "No Parking" sign on South 9th Street Between Greene Street and the Raccoon River Valley Bike Trail

This item would implement "No Parking" on South 9th Street between Greene Street and the Raccoon River Valley Bike Trail. The City's Street Committee met last month and recommended this change to improve traffic flow and safety, especially now that the bed and breakfast has opened. Letters were mailed to surrounding property owners on August 2. As of Thursday, August 9, no written or oral comments have been received. City staff is recommending approval.

- m) Consider Approval of Mayoral Board, Committee and Commission Appointments

- a. Economic Development Commission – Seth Stone and Chris Cundiff – two applications for one opening to fill vacant seat until 6/30/2020
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one man OR one woman)
- b. Parks & Recreation Board – Heith Hockenberry and Rich Miller – two applications for two openings to fill vacant seats until 6/30/2019
(Per Iowa Code 69.16A – Gender Balance, requires the appointment of two men OR one man and one woman)

- n) Consider Approval of Legal Services Agreement with Ahlers & Cooney for Upcoming Water Projects (USDA-RD #3)

This agreement for legal services is required by USDA-RD for the City's upcoming water projects. City staff is recommending approval.

- o) Consider Approval of Resolution No. 18-46, Instituting Proceedings to Take Additional Action for the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$16,603,000 Water Revenue Capital Loan Notes

This resolution, which was prepared by Ahlers & Cooney, is the next step to secure USDA-RD financing for the City's upcoming water projects. City staff is recommending approval.

- p) Consider Approval of Water & Sewer Committee Recommendation of Amendment No. 2 of Agreement with McClure Engineering for East Annex Sanitary Utility Extension

This agreement amends the City's agreement with McClure Engineering for the East Annex Sewer Extension Project. The amendment would for the design of a connection to the Eagle Vista subdivision and the creation of a connection fee district, which is necessary for funding the project as a whole. The extra work will be covered under forthcoming USDA-RD funding. The City's Water & Sewer Committee met on August 7 to recommend this amendment. City staff is recommending approval.

- q) Consider Approval of Resolution No. 18-47, Approving and Accepting Easements Related to the East Annex Sewer Extension Project

This resolution approves easements for the East Annex Sewer Extension Project. The easements were negotiated by McClure Engineering and reviewed by City Attorney Kristine Stone. Additional easements are expected for future meetings. City staff is recommending approval.

- r) Consider Approval of Resolution No. 18-48, Approving Budget Transfers for City Attorney Services Retainer

This resolution will make transfers for the City Attorney invoice. After discussion with the auditors, City staff expects this a version of this resolution to be necessary every month. City staff is recommending approval.

- s) Consider Approval of Revised Job Description – Water Operator

This item approves revisions to the City’s Water Operator job description ahead of an impending retirement in the Water Department. Water Superintendent Jordon Altenhofen used a model template from the Iowa Association of Municipal Utilities when drafting the updates. City staff is recommending approval.

- t) Consider Approval of Change Order No. 2 for Storm Water Utility Improvements – Phase 1, Section 1

McClure Engineering has indicated that the materials for items “t” through “w” will be forthcoming. As these items are reviewed by McClure and USDA-RD, City staff will likely be recommending approval of the pay applications and change orders for the Storm Water project, subject to USDA-RD approval.

- u) Consider Approval of Change Order No. 3 for Storm Water Utility Improvements – Phase 1, Section 2

- v) Consider Approval of Payment No. 3 for Storm Water Utility Improvements – Phase 1, Section 1

- w) Consider Approval of Payment No. 4 for Storm Water Utility Improvements – Phase 1, Section 2

OTHER BUSINESS

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF ADEL, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,603,000 WATER REVENUE CAPITAL LOAN NOTES, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Adel, State of Iowa, will hold a public hearing on the 14th day of August, 2018, at 6:00 p.m., in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$16,603,000 Water Revenue Capital Loan Notes, in order to provide funds to pay costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the net revenues of the Municipal Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of the Loan Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of the City of Adel, State of Iowa, as provided by Sections 384.24A and 384.83 of the City Code of Iowa, as amended.

Dated this 2nd day of August, 2018

Jackie Steele
City Clerk, City of Adel, State of Iowa

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on the 14th day of August, 2018, at 6:00 P.M., in the Council Chambers, Adel City Hall, 301 S. 10th Street, Adel, Iowa. During the public hearing, the Council will consider the rezoning request by Peak Development for Parcel #1130277003 (21.09 acres) from the current zoning R-3 (Single Family Residential – Low Density) to R-1 (Single Family Residential – High Density).

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will, at this meeting or at any adjournment thereof, take additional action for the authorization of said rezoning described above or will abandon the proposal.

This Notice is given by order of the Council of the City of Adel, Iowa, pursuant to Section 362.3 of the Code of Iowa.

Dated this 2nd day of August, 2018.

Jackie Steele
City Clerk, Adel, Iowa

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on the 14th day of August, 2018, at 6:00 p.m., in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa. During the public hearing, the Council will consider the storm water rate appeal for the homeowners located at 24741 Quail Avenue, in Bear Estates Plat 2, regarding utility fees and debt service charges, in accordance with Chapter 161 of the City of Adel Code of Ordinances.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting, or at any adjournment thereof, take additional action for the storm water rate appeal.

This Notice is given by order of the Council of the City of Adel, Iowa, pursuant to Chapter 161.10 of the Code of Ordinances, City of Adel, Iowa.

Dated this 2nd day of August, 2018.

Jackie Steele
City Clerk, Adel, Iowa

Adel City Council
July 23, 2018 – Meeting Minutes

The Adel City Council met in regular session at Adel City Hall, 301 S. 10th St., Adel, Iowa, on Monday, July 23, 2018 at 6:00 p.m. Mayor Peters called the meeting to order and the following answered roll: Christensen, McAdon, Miller, and Selby. Council Member Ockerman was not present at the meeting.

Staff Present: City Attorney Stone, City Administrator Brown, City Clerk Steele, Accounting Clerk Leopard, Water Superintendent Altenhofen, Parks and Recreation Director Schenck, and Assistant Fire Chief Nemechek.

COMMENTS FROM THE PUBLIC

Amber Bradley, 700 Meadow Road – Asked for some clarification on the tax abatement program

***** Council Member Ockerman was absent from all votes *****

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated July 10, 2018
- b) Consider Approval of Ahlers & Cooney, P.C. Invoice dated June 22, 2018 to be Applied to Retainer

Motion by McAdon, seconded by Selby, to approve the consent agenda

Roll: Ayes-Unanimous. Motion carried.

DEPARTMENT HEAD REPORT

Water Watch/Warning Update – Water Superintendent, Jordon Altenhofen – **Informed council a Water Watch was put in place last week due to the water plant production was at 70% capacity. He stated this week production is almost at 80% capacity, which could trigger a Tier 1 or Tier 2 Water Warning of Adel's Water Conservation Plan. Altenhofen advised council he couldn't justify moving to the Water Warning quite yet but will keep a close watch on the water plant's production.**

NEW BUSINESS

- a) Consider Approval of Resolution No. 18-41, Fixing Date for Public Hearing Prior to Final Action on Project Approval to Consider a Public Improvement Project Which May Require Acquisition of Agricultural Land
Motion by Christensen, seconded by McAdon, to approve Resolution No. 18-41 and set a public hearing date for September 11, 2018 at 6:00 p.m.
Roll: Ayes-Unanimous. Motion carried.

- b) Discussion/Possible Action on Sewer Rate Appeals regarding Deduct Water Meters
Council Member Ockerman phoned in from 6:15 p.m. to 6:26 p.m.
to participate in the discussion.

City Attorney Stone gave brief background of current ordinances and policies regarding deduct meters and how there is some contradiction. Discussion included updating city ordinances and policies to make sure they are uniform and moving in the direction where all residents are able to obtain deduct meters. The water committee will hold a meeting on August 7, 2018 at 7:00 p.m. No action was taken.

- c) Consider Approval of Resolution No. 18-42, Approving Budget Transfers for City Attorney Services Retainer
Motion by Miller, seconded by McAdon, to approve Resolution No. 18-42
Roll: Ayes-Unanimous. Motion carried.

- d) Consider Approval of Resolution No. 18-43, Approving a Temporary Easement to Allow Construction of East Annexation Sewer Improvements – Andrew Johnson
Motion by McAdon, seconded by Christensen, to approve Resolution No. 18-43
Roll: Ayes-Unanimous. Motion carried.

OTHER BUSINESS

- 1. Mayor Peters gave an update from the meeting with Iowa DOT regarding the Highway 169 Improvement project.
- 2. Mayor Peters announced he did some restructuring of the council committees to accommodate each individual's strengths.
- 3. Meeting adjourned 6:44 p.m.

James Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
(Titan Machinery) - Productivity Plus	7/30/18	work on backhoe	ROAD USE TAX	Road Use Tax	124.43
	7/30/18	work on backhoe	WATER UTILITY	Water	124.43
	7/30/18	work on backhoe	SEWER UTILITY FUND	Sewer	124.43
	7/30/18	work on backhoe	STORM WATER UTILIT	STORM WATER UTILITY	<u>124.42</u>
				TOTAL:	497.71
ACCO	7/27/18	7/10/18 inv #184535	GENERAL FUND	Pool	445.00
	7/27/18	7/10/18 inv #184514	GENERAL FUND	Pool	2,109.25
	7/27/18	7/17/18 inv #184830	GENERAL FUND	Pool	421.60
	8/09/18	pool chemicals	GENERAL FUND	Pool	<u>1,743.80</u>
				TOTAL:	4,719.65
ASSURITY LIFE INSURANCE COMPANY	7/20/18	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	29.13
	7/20/18	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	91.92
	7/20/18	PY - ASSURITY PRE TAX	ROAD USE TAX	NON-DEPARTMENTAL	4.88
	7/20/18	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.58
	7/20/18	PY - ASSURITY PRE TAX	WATER UTILITY	NON-DEPARTMENTAL	13.21
	7/20/18	PY - ASSURITY AFTER TAX	WATER UTILITY	NON-DEPARTMENTAL	3.34
	7/20/18	PY - ASSURITY PRE TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.42
	7/20/18	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.38
	7/20/18	PY - ASSURITY PRE TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.20
	7/20/18	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.07
	8/03/18	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	29.15
	8/03/18	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	91.92
	8/03/18	PY - ASSURITY PRE TAX	ROAD USE TAX	NON-DEPARTMENTAL	4.88
	8/03/18	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.58
	8/03/18	PY - ASSURITY PRE TAX	WATER UTILITY	NON-DEPARTMENTAL	13.21
	8/03/18	PY - ASSURITY AFTER TAX	WATER UTILITY	NON-DEPARTMENTAL	3.34
	8/03/18	PY - ASSURITY PRE TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.42
	8/03/18	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.38
	8/03/18	PY - ASSURITY PRE TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.20
	8/03/18	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	<u>0.07</u>
			TOTAL:	336.28	
Adel Auto Parts	7/31/18	2qt oil for #105	GENERAL FUND	Fire Department	8.90
	7/31/18	purple pwr, cut-off wheel	ROAD USE TAX	Road Use Tax	<u>29.32</u>
				TOTAL:	38.22
Ahlers & Cooney, P.C.	8/08/18	labor relations/military 1	GENERAL FUND	Police Department	44.00
	8/08/18	East Annex Sewer Prof Fees	EAST ANNEX SAN UTI	CAPITAL PROJECTS	<u>1,452.00</u>
				TOTAL:	1,496.00
Alley Auto Sales	7/31/18	tire repair #5	GENERAL FUND	Police Department	<u>20.00</u>
				TOTAL:	20.00
Ankeny Sanitation	7/31/18	Jul. 2018 GB srvcs	GARBAGE/RECYCLING	Garbage	18,404.00
	7/31/18	Jul. 2018 RC srvcs	GARBAGE/RECYCLING	Garbage	<u>5,906.40</u>
				TOTAL:	24,310.40
Anthony Brown	7/27/18	reimb. for travel to train	GENERAL FUND	Finance	<u>37.16</u>
				TOTAL:	37.16
Aramark	7/31/18	Jun.2018 uniforms and mats	GENERAL FUND	Parks	68.67
	7/31/18	Jun.2018 uniforms and mats	GENERAL FUND	Finance	55.07
	7/31/18	Jun.2018 uniforms and mats	ROAD USE TAX	Road Use Tax	105.77
	7/31/18	Jun.2018 uniforms and mats	WATER UTILITY	Water	<u>83.27</u>

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7/31/18	Jun.2018 uniforms and mats	SEWER UTILITY FUND	Sewer	81.87
				TOTAL:	394.65
Atlantic Bottling Co.	7/27/18	6/6/18 inv#378655	GENERAL FUND	Pool	872.28
	7/27/18	6/20/18 inv #386900	GENERAL FUND	Pool	327.64
	7/27/18	7/11/18 inv #397056	GENERAL FUND	Pool	394.15
	7/27/18	7/18/18 inv #401832	GENERAL FUND	Pool	298.70
	7/27/18	7/25/18 inv #405490	GENERAL FUND	Pool	123.20
	8/09/18	Concessions Beverages	GENERAL FUND	Pool	167.54
				TOTAL:	2,183.51
Baker & Taylor Inc.	6/08/18	books	GENERAL FUND	Library	1,364.84
				TOTAL:	1,364.84
Bax Sales, Inc.	7/27/18	towels, gloves, & trash ba	ROAD USE TAX	Road Use Tax	55.82
	7/27/18	rubber gloves	ROAD USE TAX	Road Use Tax	33.30
	7/27/18	towels, gloves, & trash ba	WATER UTILITY	Water	55.82
	7/27/18	towels, gloves, & trash ba	SEWER UTILITY FUND	Sewer	55.81
	7/27/18	rubber gloves	SEWER UTILITY FUND	Sewer	33.30
	7/27/18	towels, gloves, & trash ba	STORM WATER UTILIT	STORM WATER UTILITY	55.81
	7/27/18	rubber gloves	STORM WATER UTILIT	STORM WATER UTILITY	33.30
				TOTAL:	323.16
Better Binding Service	7/27/18	repairs on laminator	GENERAL FUND	Library	150.00
				TOTAL:	150.00
Bound Tree Medical	7/27/18	XL exam gloves	GENERAL FUND	Fire Department	87.90
	7/27/18	XXL exam gloves	GENERAL FUND	Fire Department	100.90
				TOTAL:	188.80
Brittany Sandquist	7/27/18	reimb. meals/travel for cl	GENERAL FUND	Finance	95.28
				TOTAL:	95.28
CITY OF ADEL (FLEX SPENDING ACCOUNTS)	7/20/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	123.93
	7/20/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	7/20/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.25
	7/20/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	7/20/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	43.75
	7/20/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	7/20/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.25
	7/20/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	7/20/18	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.15
	7/20/18	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
	8/03/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	123.93
	8/03/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	8/03/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.25
	8/03/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	8/03/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	43.75
	8/03/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	8/03/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.25
	8/03/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	8/03/18	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.15
	8/03/18	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
				TOTAL:	694.66
Cabana Swim	7/27/18	2018 lifeguard suits	GENERAL FUND	Pool	1,952.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	1,952.00
Capital City Equipment Co	7/27/18	mower blade & oil	GENERAL FUND	Parks	89.40
				TOTAL:	89.40
Cargill Inc.	7/27/18	24 ton bulk salt	WATER UTILITY	Water	4,082.76
				TOTAL:	4,082.76
Carpenter Uniform Co.	7/31/18	holster for gun - O'Hallor	GENERAL FUND	Police Department	134.00
				TOTAL:	134.00
Cintas Corporation	7/27/18	first aid kit supplies - p	GENERAL FUND	Pool	376.58
				TOTAL:	376.58
Temporary Vendo	7/31/18	Adel Township, LLC, :easem	EAST ANNEX SAN UTI	CAPITAL PROJECTS	250.00
Andrew & Julie Johnson	7/31/18	Andrew & Julie Johnson, :e	EAST ANNEX SAN UTI	CAPITAL PROJECTS	6,000.00
Anna Lou Davis Rev. Tr	7/31/18	Anna Lou Davis Rev. Trust,	STORMWATER UTIL IM	CAPITAL PROJECTS	1.00
Beeline and Blue,	7/31/18	Beeline and Blue, :museum	GENERAL FUND	Finance	1,873.36
Bob Malloy Sodding,	7/27/18	Bob Malloy Sodding, :sod T	GENERAL FUND	Parks	1,200.00
Commercial Appraisers	7/27/18	Commercial Appraisers of I	STORMWATER UTIL IM	CAPITAL PROJECTS	3,000.00
Elm USA,	7/27/18	Elm USA, :DVD cleaner	GENERAL FUND	Library	69.95
Gary Colwell,	7/31/18	Gary Colwell, :temp easeme	STORMWATER UTIL IM	CAPITAL PROJECTS	1.00
KLK Events, LLC,	7/31/18	KLK Events, LLC, :easement	EAST ANNEX SAN UTI	CAPITAL PROJECTS	20,000.00
LUCE, ANDREW	8/08/18	02-04510-00	WATER UTILITY	Water	2.35
NEUBERGER, TANNER	8/08/18	02-02670-06	WATER UTILITY	Water	231.64
Paul Zimmerman Foundri	7/31/18	Paul Zimmerman Foundries, :	HISTORIC PRES PLAQ	COMMUNITY BEAUTIFICATI	2,165.00
ROLLINGS, JASON	8/08/18	02-09230-03	WATER UTILITY	Water	10.58
Ray's Pager Sales,	7/30/18	Ray's Pager Sales, :pagere	FIRE EQUIP UPGRADE	Non Departmental	6,335.00
Robert E. Collins Trus	7/31/18	Robert E. Collins Trust, :	EAST ANNEX SAN UTI	CAPITAL PROJECTS	2,500.00
SHELTON, CINDY	8/08/18	02-10570-06	WATER UTILITY	Water	73.14
SJT Properties, Inc,	7/31/18	SJT Properties, Inc, :ease	EAST ANNEX SAN UTI	CAPITAL PROJECTS	2,036.00
Shield Technology Corp	7/31/18	Shield Technology Corp, :l	GENERAL FUND	Police Department	3,975.00
Thomas and James Hughe	7/31/18	Thomas and James Hughes, :	STORMWATER UTIL IM	CAPITAL PROJECTS	1.00
Venter Spooner,	7/30/18	Venter Spooner, :sdwlks @	GENERAL FUND	Parks	1,695.00
Venter Spooner,	7/30/18	Venter Spooner, :sdwlks @	ROAD USE TAX	Road Use Tax	1,695.00
William & Cindy Baldon	7/31/18	William & Cindy Baldon, :e	STORMWATER UTIL IM	CAPITAL PROJECTS	1.00
				TOTAL:	53,116.02
Collections Services Center	7/20/18	CHILD SUPPORT W/H	GENERAL FUND	Island Park	154.92
	8/03/18	CHILD SUPPORT W/H	GENERAL FUND	Island Park	138.37
				TOTAL:	293.29
Computer Project of IL	7/31/18	2018-19 license & maintena	GENERAL FUND	Police Department	171.60
				TOTAL:	171.60
Core-Mark Midcontinent, Inc.	7/31/18	concessions for pool 7/26	GENERAL FUND	Pool	644.54
	7/27/18	7/9/18 inv #6608189	GENERAL FUND	Pool	565.93
	7/27/18	7/6/18 inv #6605131	GENERAL FUND	Pool	998.22
	7/27/18	7/12/18 inv #6616891	GENERAL FUND	Pool	657.70
	7/27/18	6/18/18 inv #6572875	GENERAL FUND	Pool	323.01
	7/27/18	7/16/18 inv #6620642	GENERAL FUND	Pool	1,000.60
	7/27/18	7/19/18 inv #6629173	GENERAL FUND	Pool	513.61
	7/27/18	7/23/18 inv #6632357	GENERAL FUND	Pool	349.87
	8/09/18	Inv # 6656681	GENERAL FUND	Pool	1,041.93
	8/09/18	Inv # 6641278	GENERAL FUND	Pool	644.54
	8/09/18	Inv # 6653359	GENERAL FUND	Pool	434.55

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/09/18	Inv # 6645293	GENERAL FUND	Pool	508.87
				TOTAL:	7,693.37
Dallas County Treasurer	8/08/18	Spec Assess on 111 N. 9th	GENERAL FUND	Finance	179.00
				TOTAL:	179.00
Davis Equipment Corp.	7/27/18	mower blades & misc. parts	GENERAL FUND	Parks	149.58
	7/27/18	mower blades & misc. parts	GENERAL FUND	Parks	114.03
				TOTAL:	263.61
Delta Dental Plan of Iowa	7/20/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	168.08
	7/20/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	22.97
	7/31/18	Aug. 2018 Dental premiums	ROAD USE TAX	Road Use Tax	152.85
	7/31/18	Aug. 2018 Dental premiums	TRUST AND AGENCY	General Government	1,506.72
	7/20/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	28.26
	7/31/18	Aug. 2018 Dental premiums	WATER UTILITY	Water	283.87
	7/20/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	36.05
	7/31/18	Aug. 2018 Dental premiums	SEWER UTILITY FUND	Sewer	240.20
	7/20/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	4.37
	8/03/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	146.69
	8/03/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	18.38
	8/03/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	22.14
	8/03/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	29.93
	8/03/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	4.37
				TOTAL:	2,664.88
Demco	8/08/18	book processing supplies	GENERAL FUND	Library	541.34
				TOTAL:	541.34
Feld Fire Equip. Co.	7/27/18	pump repairs on unit #102/	GENERAL FUND	Fire Department	239.00
				TOTAL:	239.00
Ferguson Waterworks #2516	8/09/18	Reg 3/4 & Reg 4 - Meters	WATER UTILITY	Water	446.10
				TOTAL:	446.10
Findaway	8/08/18	launchpad	GENERAL FUND	Library	69.99
				TOTAL:	69.99
Fuller Petroleum Service	7/27/18	Jun. 2018 fuel	GENERAL FUND	Fire Department	170.37
				TOTAL:	170.37
G&L Clothing	7/27/18	(30) yellow city t-shirts	GENERAL FUND	Parks	97.50
	7/27/18	(30) yellow city t-shirts	ROAD USE TAX	Road Use Tax	97.50
				TOTAL:	195.00
Gatehouse Media Iowa Holdings	7/31/18	CC mins & council vacancy	GENERAL FUND	Finance	363.08
	7/31/18	Koethe PH, S.Bridge Rezon	GENERAL FUND	Zoning/Compliance/Perm	74.24
				TOTAL:	437.32
Graham Tire Des Moines, Inc.	7/31/18	(2) tires for Steve's Esca	GENERAL FUND	Zoning/Compliance/Perm	191.38
				TOTAL:	191.38
Greater Dallas County Development Alli	7/31/18	2018-2019 dues	INDUSTRIAL PARK PR	Capital Projects	7,364.00
				TOTAL:	7,364.00
Grimes Asphalt	7/27/18	3.06 ton cold patch	ROAD USE TAX	Road Use Tax	446.76

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	446.76
Hach Co.	8/09/18	Wtr Dept Chemicals	WATER UTILITY	Water	317.14
				TOTAL:	317.14
Hawkins Inc.	7/27/18	10 gal tank & pump	WATER UPGRADE FUND	Non Departmental	2,042.00
	7/27/18	Cl2 for sewer plant	SEWER UTILITY FUND	Sewer	364.86
	8/09/18	Chlorine & Sulfur	SEWER UTILITY FUND	Sewer	20.00
				TOTAL:	2,426.86
Home Life Inc	8/08/18	magazine renwl	GENERAL FUND	Library	29.00
				TOTAL:	29.00
IOWA RETIREMENT INVESTORS' CLUB (RIC)	7/20/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	7/20/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	253.00
	7/20/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	182.40
	7/20/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	187.40
	7/20/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	186.55
	7/20/18	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	5.65
	8/03/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	8/03/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	253.00
	8/03/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	182.40
	8/03/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	187.40
	8/03/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	186.55
	8/03/18	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	5.65
				TOTAL:	1,830.00
IPERS	7/20/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,138.15
	7/20/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,404.25
	7/20/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	435.59
	7/20/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	653.71
	7/20/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,708.16
	7/20/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	2,105.37
	7/20/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	496.70
	7/20/18	PY-IPERS REG	WATER UTILITY	Water	745.44
	7/20/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	517.51
	7/20/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	776.63
	7/20/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	49.39
	7/20/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	74.11
	8/03/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,293.11
	8/03/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,362.66
	8/03/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	458.86
	8/03/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	688.65
	8/03/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,940.72
	8/03/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	2,043.00
	8/03/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	513.11
	8/03/18	PY-IPERS REG	WATER UTILITY	Water	770.06
	8/03/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	541.64
	8/03/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	812.85
	8/03/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	53.94
	8/03/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	80.95
				TOTAL:	20,664.56
Ingram Library Services	8/08/18	books	GENERAL FUND	Library	69.75
				TOTAL:	69.75

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Inland Truck Parts & Services	8/09/18	Replace oil pan - snow plo	ROAD USE TAX	Road Use Tax	1,843.92
				TOTAL:	1,843.92
Iowa Dept of Natural Resources	8/09/18	2018 Annual Fee - NPDES	SEWER UTILITY FUND	Sewer	1,275.00
				TOTAL:	1,275.00
Iowa One Call	7/31/18	Jun. 2018 services	WATER UTILITY	Water	110.00
	7/31/18	Jun. 2018 services	SEWER UTILITY FUND	Sewer	110.00
				TOTAL:	220.00
Iowa Rural Water Assoc	8/09/18	Reg. for Fall Conf. - Kip	SEWER UTILITY FUND	Sewer	150.00
				TOTAL:	150.00
Jackie Steele	7/31/18	reimb,mileage & meal-Clrks	GENERAL FUND	Finance	71.07
				TOTAL:	71.07
Keystone Laboratories, Inc.	7/27/18	Jun. 2018 testing - pool	GENERAL FUND	Pool	12.50
	7/27/18	Jun. 2018 testing - water	WATER UTILITY	Water	62.50
	7/27/18	Jun. 2018 testing - sewer	SEWER UTILITY FUND	Sewer	1,027.20
				TOTAL:	1,102.20
Lawn Service by Rick Borst	8/08/18	fertilizer applications	GENERAL FUND	Library	130.00
				TOTAL:	130.00
Martin Marietta Materials	7/31/18	rock Meadow Rd -Inv # 2353	ROAD USE TAX	Road Use Tax	1,275.13
	7/31/18	rock Meadow Rd -Inv # 2355	ROAD USE TAX	Road Use Tax	1,941.91
	7/31/18	rock Meadow Rd -Inv # 2353	ROAD USE TAX	Road Use Tax	1,596.49
				TOTAL:	4,813.53
McCalley Technical Services	8/08/18	Instal of new comptr & sof	FRIENDS/FOUNDATION	Library	1,500.00
				TOTAL:	1,500.00
McClure Engineering Company	7/31/18	Sub.Div.Reviews 5/27 - 6/3	GENERAL FUND	Zoning/Compliance/Perm	11,315.00
	7/30/18	SWU Improv. Phase I	STORMWATER UTIL IM	CAPITAL PROJECTS	19,830.00
	7/30/18	East Annex Sewer	EAST ANNEX SAN UTI	CAPITAL PROJECTS	16,125.00
	8/08/18	Adel Hwy 169 Improvmt	ADEL HWY 169 IMPRO	CAPITAL PROJECTS	23,125.30
				TOTAL:	70,395.30
Menards	7/30/18	6 gal air compressor	WATER UTILITY	Water	99.00
	8/09/18	Plunger & hose reel	ROAD USE TAX	Road Use Tax	64.97
				TOTAL:	163.97
MidAmerican Energy	8/09/18	6/18 to 7/18 services	GENERAL FUND	Police Department	848.94
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Police Department	48.03
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Fire Department	13.53
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Street Lighting	4,267.42
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Traffic	42.95
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Library	2,112.27
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Museum	205.24
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Parks	347.91
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Island Park	1,299.06
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Pool	4,248.89
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Finance	618.10
	8/09/18	6/18 to 7/18 services	GENERAL FUND	Finance	35.12
	8/09/18	6/18 to 7/18 services	ROAD USE TAX	Road Use Tax	195.03
	8/09/18	6/18 to 7/18 services	WATER UTILITY	Water	3,705.64

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/09/18	6/18 to 7/18 services	SEWER UTILITY FUND	Sewer	3,735.44
				TOTAL:	21,723.57
Mike's Adel Power Equipment	7/30/18	weed eater string	GENERAL FUND	Parks	111.92
				TOTAL:	111.92
Miner Dust Control	8/09/18	dust control on gravel rds	ROAD USE TAX	Road Use Tax	4,393.76
				TOTAL:	4,393.76
Modern Motors Inc	7/30/18	repair on swr truck (Kip's	SEWER UTILITY FUND	Sewer	1,643.31
				TOTAL:	1,643.31
Moss Brothers Inc	8/09/18	Belt for Gravely	GENERAL FUND	Parks	103.63
	8/09/18	Repair tractor	ROAD USE TAX	Road Use Tax	99.02
	8/09/18	Repair tractor	WATER UTILITY	Water	99.03
	8/09/18	Repair tractor	SEWER UTILITY FUND	Sewer	99.03
	8/09/18	Repair tractor	STORM WATER UTILIT	STORM WATER UTILITY	99.03
				TOTAL:	499.74
Motion Picture Licensing Corporation	8/08/18	2018 umbrella movie lic re	GENERAL FUND	Library	124.12
				TOTAL:	124.12
Nancy Terpstra	8/08/18	Books	GENERAL FUND	Library	180.00
				TOTAL:	180.00
Natalie Gillett	7/30/18	reimb. training meals	GENERAL FUND	Police Department	10.06
				TOTAL:	10.06
Nationwide Office Cleaners	8/08/18	Jul. 2018 janitorial srvc	GENERAL FUND	Library	652.96
				TOTAL:	652.96
PRINCIPAL LIFE INSURANCE CO - SBD GRAN	7/20/18	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	387.71
	7/20/18	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	60.93
	7/31/18	Aug. 2018 Life & Disabilit	TRUST AND AGENCY	General Government	568.57
	7/20/18	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	49.15
	7/31/18	Aug. 2018 Life & Disabilit	WATER UTILITY	Water	101.25
	7/20/18	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	61.24
	7/31/18	Aug. 2018 Life & Disabilit	SEWER UTILITY FUND	Sewer	101.25
	7/20/18	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	4.03
	7/31/18	Aug. 2018 Life & Disabilit	STORM WATER UTILIT	STORM WATER UTILITY	7.79
	8/03/18	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	138.33
	8/03/18	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	20.30
	8/03/18	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	16.38
	8/03/18	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	20.42
	8/03/18	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	1.34
				TOTAL:	1,538.69
PROGRESSIVE STRUCTURES, LLC	7/19/18	SWU IMPROV P1	STORMWATER UTIL IM	CAPITAL PROJECTS	132,396.20
				TOTAL:	132,396.20
People's Bank	7/20/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,817.13
	7/20/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	293.52
	7/20/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	352.08
	7/20/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	362.43
	7/20/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	29.84
	8/03/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,980.18

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/03/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	310.27
	8/03/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	369.18
	8/03/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	386.53
	8/03/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	33.84
				TOTAL:	5,935.00
Peoples Trust & Savings	7/20/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,639.06
	8/03/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	4,238.94
	7/20/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	3,846.90
	8/03/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	4,308.96
	7/20/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	899.71
	8/03/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	1,007.76
	7/20/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	586.67
	8/03/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	612.75
	7/20/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	408.93
	8/03/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	439.23
	7/20/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	95.63
	8/03/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	102.71
	7/20/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	408.95
	8/03/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	439.25
	7/20/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	95.65
	8/03/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	102.74
	7/20/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	3,846.93
	8/03/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	4,308.93
	7/20/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	899.72
	8/03/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	1,007.74
	7/20/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	733.77
	8/03/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	763.82
	7/20/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	463.69
	8/03/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	489.69
	7/20/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	108.45
	8/03/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	114.52
	7/20/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	463.69
	8/03/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	489.70
	7/20/18	PY-MC W/H & MATCH	WATER UTILITY	Water	108.45
	8/03/18	PY-MC W/H & MATCH	WATER UTILITY	Water	114.52
	7/20/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	737.93
	8/03/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	780.41
	7/20/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	481.19
	8/03/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	514.80
	7/20/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	112.54
	8/03/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	120.40
	7/20/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	481.16
	8/03/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	514.82
	7/20/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	112.51
	8/03/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	120.39
	7/20/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	39.34
	8/03/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	46.12
	7/20/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	46.01
	8/03/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	50.50
	7/20/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	10.75
	8/03/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	11.80
	7/20/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	45.99
	8/03/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	50.48
	7/20/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	10.75
	8/03/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	11.80

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	39,447.15
Peoples Trust & Savings Bank	7/31/18	vinyl cement glue	GENERAL FUND	Fire Department	12.20
	7/31/18	glue, baking soda	GENERAL FUND	Library	14.92
	7/31/18	postage	GENERAL FUND	Library	28.40
	7/31/18	postage	GENERAL FUND	Library	89.21
	7/31/18	library supplies	GENERAL FUND	Library	323.14
	7/31/18	books/DVDs	GENERAL FUND	Library	480.99
	7/31/18	medical kit - black escape	GENERAL FUND	Parks	57.54
	7/31/18	Nick - Stivers, RF glass	GENERAL FUND	Parks	60.27
	7/31/18	lifegrnd shirts/printer pap	GENERAL FUND	Pool	287.01
	7/31/18	pool concessions - buns	GENERAL FUND	Pool	12.50
	7/31/18	CR from Dohenys-pool chair	GENERAL FUND	Pool	1,709.82-
	7/31/18	medical kit - black escape	GENERAL FUND	Recreation	57.54
	7/31/18	Nick - quick dry	GENERAL FUND	Recreation	153.75
	7/31/18	Nick - baseballs	GENERAL FUND	Recreation	209.88
	7/31/18	K.Brandt desk	GENERAL FUND	Recreation	275.57
	7/31/18	quick dry	GENERAL FUND	Recreation	205.00
	7/31/18	little slugger shirts	GENERAL FUND	Recreation	150.32
	7/31/18	baseballs	GENERAL FUND	Recreation	171.72
	7/31/18	straps for tennis court ne	GENERAL FUND	Recreation	56.00
	7/31/18	Nick - quick dry	GENERAL FUND	Recreation	686.75
	7/31/18	office chair for K.Brandt	GENERAL FUND	Recreation	260.89
	7/31/18	medical kit - black escape	GENERAL FUND	Finance	115.09
	7/31/18	(6) peddler bckgrnd chks	GENERAL FUND	Finance	90.00
	7/31/18	K.Stone name plate/cert. 1	GENERAL FUND	Finance	22.64
	7/31/18	2018 Clerks School-J.Steel	GENERAL FUND	Finance	52.50
	7/31/18	IacMA conf - A.Brown	GENERAL FUND	Finance	155.00
	7/31/18	microsoft email acct srvc	GENERAL FUND	Finance	228.26
	7/31/18	NEC handbook - 2017	GENERAL FUND	Zoning/Compliance/Perm	194.55
	7/31/18	medical kit - silver escap	GENERAL FUND	Zoning/Compliance/Perm	129.60
	7/31/18	2018 Clerks School-J.Steel	ROAD USE TAX	Road Use Tax	52.50
	7/31/18	12V battery & power cord	ROAD USE TAX	Road Use Tax	27.98
	7/31/18	cert. ltrs - H2O meter iss	WATER UTILITY	Water	19.10
	7/31/18	2018 Clerks School-J.Steel	WATER UTILITY	Water	52.50
	7/31/18	2018 Clerks School-J.Steel	SEWER UTILITY FUND	Sewer	52.50
				TOTAL:	3,076.00
Pink Stew Entertainment	8/08/18	face paint students/tattoo	FRIENDS/FOUNDATION	Library	159.00
				TOTAL:	159.00
Postmaster -Adel Post Office	7/31/18	Aug. 2018 Utility Bills (1	WATER UTILITY	Water	452.32
	7/31/18	Aug. 2018 Utility Bills (1	SEWER UTILITY FUND	Sewer	452.32
				TOTAL:	904.64
RJ Lawn Service	7/30/18	weed control	GENERAL FUND	Pool	193.65
				TOTAL:	193.65
Raccoon Valley Bank	8/08/18	Int. on Interim Fin USDA #	STORM WATER UTILIT	STORM WATER UTILITY	1,233.67
				TOTAL:	1,233.67
Rain King	8/08/18	irrigation work	GENERAL FUND	Library	193.98
				TOTAL:	193.98
Ricoh USA, Inc.	7/31/18	PD 7/4-8/3 rent,copies to	GENERAL FUND	Police Department	192.79
	7/31/18	7/22 - 8/21 copier rent	GENERAL FUND	Recreation	23.08

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7/31/18	7/22 - 8/21 copier rent	GENERAL FUND	Finance	23.08
	7/31/18	7/22 - 8/21 copier rent	GENERAL FUND	Zoning/Compliance/Perm	23.07
	7/31/18	7/22 - 8/21 copier rent	ROAD USE TAX	Road Use Tax	23.08
	7/31/18	7/22 - 8/21 copier rent	WATER UTILITY	Water	23.08
	7/31/18	7/22 - 8/21 copier rent	SEWER UTILITY FUND	Sewer	23.08
				TOTAL:	331.26
Rueter's	8/09/18	Parts for Siccle Mower	ROAD USE TAX	Road Use Tax	70.00
				TOTAL:	70.00
Staples Advantage	7/31/18	folders,CD-R60, pens,note	GENERAL FUND	Police Department	74.15
	7/31/18	copy paper, folders	GENERAL FUND	Police Department	76.19
	7/31/18	copy paper, pens, printer	GENERAL FUND	Parks	22.15
	7/31/18	CR for a price match	GENERAL FUND	Parks	0.47-
	7/31/18	copy paper, pens, printer	GENERAL FUND	Recreation	22.15
	7/31/18	CR for a price match	GENERAL FUND	Recreation	0.47-
	7/31/18	copy paper, pens, printer	GENERAL FUND	Finance	22.14
	7/31/18	CR for a price match	GENERAL FUND	Finance	0.46-
	7/31/18	copy paper, pens, printer	GENERAL FUND	Zoning/Compliance/Perm	22.14
	7/31/18	CR for a price match	GENERAL FUND	Zoning/Compliance/Perm	0.46-
	7/31/18	copy paper, pens, printer	WATER UTILITY	Water	22.15
	7/31/18	CR for a price match	WATER UTILITY	Water	0.47-
	7/31/18	copy paper, pens, printer	SEWER UTILITY FUND	Sewer	22.15
	7/31/18	CR for a price match	SEWER UTILITY FUND	Sewer	0.47-
				TOTAL:	280.42
THORPE WATER DEVELOPMENT CO	7/19/18	SWU IMROV P1	STORMWATER UTIL IM CAPITAL PROJECTS		31,906.42
				TOTAL:	31,906.42
Teamsters Local 238	7/20/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	87.24
	8/03/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	87.24
				TOTAL:	174.48
Treasurer State of Iowa - Sales Tax	7/13/18	JUN '18 SALES TAX	GENERAL FUND	Pool	2,996.00
	7/13/18	JUN '18 SALES TAX	WATER UTILITY	Water	3,883.00
	7/13/18	JUN '18 SALES TAX	SEWER UTILITY FUND	Sewer	282.00
				TOTAL:	7,161.00
USA Blue Book	8/09/18	(12) filters	WATER UTILITY	Water	74.62
	8/09/18	ph Buffer pack	WATER UTILITY	Water	63.46
				TOTAL:	138.08
United States Treasury	7/24/18	FORM 720 - PCORI FEES 7/31	TRUST AND AGENCY	General Government	59.75
				TOTAL:	59.75
Universal Field Services, Inc.	7/30/18	East Annex Sewer	EAST ANNEX SAN UTI CAPITAL PROJECTS		2,530.00
				TOTAL:	2,530.00
VanWall Powersports	7/30/18	CIP -(3) zero turn mowers-	GENERAL FUND	Parks	22,395.07
	7/31/18	oil & oil filters	GENERAL FUND	Parks	223.80
	7/30/18	CIP-(3) zero turn mowers-7	ROAD USE TAX	Road Use Tax	3,359.26
	7/30/18	CIP -(3) zero turn mowers-	WATER UTILITY	Water	4,479.01
	7/30/18	CIP -(3) zero turn mowers-	SEWER UTILITY FUND	Sewer	11,197.54
	7/30/18	CIP-(3) zero turn mowers-7	STORM WATER UTILIT	STORM WATER UTILITY	3,359.26
				TOTAL:	45,013.94

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
Verizon Wireless	7/31/18	PD phone srvcs 6/10 - 7/11	GENERAL FUND	Police Department	361.72	
	7/31/18	phone srvcs 6/16 to 7/15	GENERAL FUND	Parks	36.39	
	7/31/18	phone srvcs 6/16 to 7/15	GENERAL FUND	Pool	235.00	
	7/31/18	phone srvcs 6/16 to 7/15	GENERAL FUND	Recreation	251.55	
	7/31/18	phone srvcs 6/16 to 7/15	GENERAL FUND	Finance	36.39	
	7/31/18	phone srvcs 6/16 to 7/15	GENERAL FUND	Zoning/Compliance/Perm	56.86	
	7/31/18	phone srvcs 6/16 to 7/15	ROAD USE TAX	Road Use Tax	66.76	
	7/31/18	phone srvcs 6/16 to 7/15	WATER UTILITY	Water	73.51	
	7/31/18	phone srvcs 6/16 to 7/15	SEWER UTILITY FUND	Sewer	65.23	
	7/31/18	phone srvcs 6/16 to 7/15	STORM WATER UTILIT	STORM WATER UTILITY	29.85	
				TOTAL:	1,213.26	
	Waste Management of Iowa	7/30/18	(3) port-a-potties	GENERAL FUND	Parks	60.00
		7/30/18	(3) port-a-potties	GENERAL FUND	Recreation	120.00
				TOTAL:	180.00	
Webspec Design	7/31/18	Jul. 2018 website hosting	GENERAL FUND	Finance	33.34	
	7/31/18	Jul. 2018 website hosting	WATER UTILITY	Water	33.33	
	7/31/18	Jul. 2018 website hosting	SEWER UTILITY FUND	Sewer	33.33	
				TOTAL:	100.00	
Wellmark/BCBS of Iowa	7/20/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,608.15	
	7/20/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	257.14	
	7/31/18	Aug. 2018 premiums	ROAD USE TAX	Road Use Tax	1,849.89	
	7/31/18	Aug. 2018 premiums	TRUST AND AGENCY	General Government	13,976.97	
	7/20/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	301.29	
	7/31/18	Aug. 2018 premiums	WATER UTILITY	Water	2,672.07	
	7/20/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	335.79	
	7/31/18	Aug. 2018 premiums	SEWER UTILITY FUND	Sewer	2,055.44	
	7/20/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	35.29	
	8/03/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,296.17	
	8/03/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	190.49	
	8/03/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	212.43	
	8/03/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	246.93	
	8/03/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	35.29	
			TOTAL:	25,073.34		
Wilcox Printing and Publishing, Inc.	7/30/18	business cards - K.Brandt	GENERAL FUND	Recreation	48.98	
				TOTAL:	48.98	
**PAYROLL EXPENSES	7/12/2018 - 8/09/2018		GENERAL FUND	Police Department	44,360.65	
			GENERAL FUND	Fire Department	772.00	
			GENERAL FUND	Library	14,612.29	
			GENERAL FUND	Parks	6,072.45	
			GENERAL FUND	Island Park	4,462.40	
			GENERAL FUND	Cemetery	3,111.80	
			GENERAL FUND	Pool	48,205.23	
			GENERAL FUND	Recreation	7,863.30	
			GENERAL FUND	Finance	3,590.63	
			GENERAL FUND	Zoning/Compliance/Perm	3,031.18	

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES			ROAD USE TAX	Road Use Tax	14,267.40
			WATER UTILITY	Water	16,117.47
			SEWER UTILITY FUND	Sewer	16,902.04
			STORM WATER UTILIT	STORM WATER UTILITY	1,642.64
				TOTAL:	185,011.48

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===== FUND TOTALS =====
001 GENERAL FUND                256,323.49
110 ROAD USE TAX                 41,050.99
112 TRUST AND AGENCY             33,972.58
302 WATER UPGRADE FUND           2,042.00
317 INDUSTRIAL PARK PROJECT      7,364.00
321 FIRE EQUIP UPGRADE           6,335.00
330 STORMWATER UTIL IMPROV P1    187,136.62
334 EAST ANNEX SAN UTIL EXT       50,893.00
335 ADEL HWY 169 IMPROV          23,125.30
600 WATER UTILITY                46,137.99
610 SEWER UTILITY FUND           48,820.56
615 STORM WATER UTILITY          7,334.29
670 GARBAGE/RECYCLING UTILITY    24,310.40
951 FRIENDS/FOUNDATION           1,659.00
952 HISTORIC PRES PLAQUES        2,165.00
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GRAND TOTAL:                    738,670.22
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SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-ADEL
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 7/12/2018 THRU 8/09/2018
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 7/12/2018 THRU 8/09/2018

PRINT OPTIONS

PRINT DATE: Item Date
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

	Balance 7-1-18	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	Accounts Payable	BALANCE 7-31-18
General Funds							
General	1,031,220.56	155,511.24		258,935.52		353.00	928,149.28
Nile Kinnick Fund	8,497.86	2,250.00		1,873.36			8,874.50
SPEC RESERVE	482,201.02	482.52					482,683.54
Emergency Levy	14,499.54	78.67					14,578.21
Police Academy	8,625.17						8,625.17
Police cops fast	10.00						10.00
Island Park Improvements	473.12	227.00					700.12
Fire	6,964.94	250.00					7,214.94
Refunds	28,307.08						28,307.08
CP - Fire Equipment Upgrade	14,316.14			10,130.00			4,186.14
CP - Capital Improvement Park	1,012.57	454.00					1,466.57
CP - Industrial Park	168,775.31			7,508.00			161,267.31
Donations - Rec	2,708.00						2,708.00
Oakdale Pride	555.53						555.53
Friends/Foundation	16,157.95	12,000.00		1,500.00			26,657.95
Historic Pres Plaques	2,240.00			2,165.00			75.00
Rotary Bike Rack	3,212.00			3,212.00			-
Total	1,789,776.79	171,253.43	-	285,323.88	-	353.00	1,676,059.34
Special Revenue Funds							
Road Use Tax	257,808.84	35,339.43	97,000.00	70,658.77		182.40	319,671.90
Urban Renewal Tax Increment	37,647.36	1,476.45					39,123.81
Employee Benefits/HRA	41,800.50	963.27		38,864.06			3,899.71
LOST FUNDS	372,379.02	40,449.04					412,828.06
Library Memorial	10,213.99	100.00		4,024.58			6,289.41
Police DARE	515.10						515.10
Historical Museum	16.00						16.00
POLICE FORFEITURE FUND	236.20						236.20
Total	720,617.01	78,328.19	97,000.00	113,547.41	-	182.40	782,580.19
Capital Project Funds							
CP - Brownfield Project	2,359.33						2,359.33
CP - 2008 Flood Repair	2,949.18						2,949.18
CP - 2010 St Project	2,691.86						2,691.86
CP - Sidewalk Project	(16,043.00)						(16,043.00)
CP - 2006 Street Improvement	(10,483.83)						(10,483.83)
DS - 2002 Street	29,425.00						29,425.00
2010 Brick St Spec Assess	18,571.73						18,571.73
Adel Brick Streets 2017	451,125.51						451,125.51
2017 Brick St Spec Assess	107,069.12	995.00					108,064.12
Adel Hwy 169 Improv	-			28,667.60			(28,667.60)
Total	587,664.90	995.00	-	28,667.60	-	-	559,992.30
Debt Service Fund							
Debt Service-Property Tax	42,607.48	788.75					43,396.23
	42,607.48	788.75	-	-	-	-	43,396.23
Internal Service Funds							
Flex Plan	(5,062.81)						(5,062.81)
CP - Building Maintenance	41,840.51						41,840.51
	36,777.70	-	-	-	-	-	36,777.70
Enterprise Funds							
Water	129,771.76	63,378.42		75,620.14		187.40	117,717.44
Sinking Bond & Interest	(348.80)	6,944.80					6,596.00
Improvement	641,126.31	34,980.14					676,106.45
Bond Reserve	87,237.50						87,237.50
CWI	108,066.16	22,331.71					130,397.87
Water Deposits	119,439.42	4,500.00		435.00			123,504.42
CP - Water Upgrades	47,408.91			6,822.61			40,586.30
CP - New Water Treatment Plant	(140,879.40)	140,879.40					-
CP - Water Utility Improvements - F	(307,881.61)						(307,881.61)
Sewer	354,518.47	51,561.34		47,705.39	97,000.00	186.55	281,560.97
USDA #1 Bond Reserve	1,765.00	353.00					2,118.00
USDA #1 Short Lived Asset Reserv	10,000.00	833.34					10,833.34
Improvement	408,530.43	37,401.75					445,932.18
CSI	116,403.58	22,360.34		3,524.00			135,239.92
CP - Sewer Upgrades	167,079.43						167,079.43
CP - East Annex Sanitary Utility Ext	(74,042.00)	73,191.50		49,441.00			(50,291.50)
CP - New Wastewater Treatment P	(51,858.75)						(51,858.75)
Storm Water	203,100.11	11,663.02		8,331.45		5.65	206,437.33
CSWI	64,979.62	11,962.22		842.88			76,098.96
CP - Storm Water Upgrade	50,902.03						50,902.03
CP - Stormwater Utility Improver	(1,500.00)	164,302.62		187,136.62			(24,334.00)
Garbage / Recycling	101,530.26	27,808.96		24,310.40			105,028.82
	2,035,348.43	674,452.56	-	404,169.49	97,000.00	379.60	2,209,011.10
Total	5,212,792.31	925,817.93	97,000.00	831,708.38	97,000.00	915.00	5,307,816.86
CASH							
Certificate of Deposit - RVB	100,000.00						
Peoples Bank Balance	4,107,100.80						
Peoples Bank - Mainstreet Project	451,125.51						
Peoples Bank - Storm Water Project	208,884.22						
Wells Fargo Balance	367,206.76						
IPAIT	368,444.36						
Total CIB	5,602,761.65	Outstanding (294,944.79)		Total 5,307,816.86			

Note: The \$915.00 in the accounts payable column is the total of employee 457 contributions for payroll dated 07/20/18. These contributions were submitted to Voya on 07/31/18, but did not clear the bank until August.

CITY OF ADEL
MONTH TO DATE TREASURERS REPORT
AS OF: JULY 31ST, 2018

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	1,039,547.24	157,761.24	260,808.88	353.00	936,852.60	0.00	936,852.60
SPECIAL RESERVE TRANSFER	482,201.02	482.52	0.00	0.00	482,683.54	0.00	482,683.54
ROAD USE TAX	257,808.84	132,339.43	70,658.77	182.40	319,671.90	0.00	319,671.90
TRUST AND AGENCY	229,192.43	6,118.94	43,323.64	0.00	191,987.73	0.00	191,987.73
TIF	37,647.36	1,476.45	0.00	0.00	39,123.81	0.00	39,123.81
2010 BRICK ST SPEC ASSES	18,571.73	0.00	0.00	0.00	18,571.73	0.00	18,571.73
2002 ST/UTIL-SPEC ASSESS	29,425.00	0.00	0.00	0.00	29,425.00	0.00	29,425.00
2017 BRICK ST SPEC ASSESS	107,069.12	995.00	0.00	0.00	108,064.12	0.00	108,064.12
DEBT SERVICE	42,607.48	788.75	0.00	0.00	43,396.23	0.00	43,396.23
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
WATER UPGRADE FUND	47,408.91	0.00	6,822.61	0.00	40,586.30	0.00	40,586.30
SEWER UPGRADE FUND	167,079.43	0.00	0.00	0.00	167,079.43	0.00	167,079.43
2006 STREET IMP PROJECT	(10,483.83)	0.00	0.00	0.00	(10,483.83)	0.00	(10,483.83)
BROWNFIELD PROJECT	2,359.33	0.00	0.00	0.00	2,359.33	0.00	2,359.33
STORM SEWER PROJECT	50,902.03	0.00	0.00	0.00	50,902.03	0.00	50,902.03
2008 FLOOD REPAIR PROJEC	2,949.18	0.00	0.00	0.00	2,949.18	0.00	2,949.18
2010 STREET PROJECT	2,691.86	0.00	0.00	0.00	2,691.86	0.00	2,691.86
SIDEWALK PROJECT	(16,043.00)	0.00	0.00	0.00	(16,043.00)	0.00	(16,043.00)
INDUSTRIAL PARK PROJECT	168,775.31	0.00	7,508.00	0.00	161,267.31	0.00	161,267.31
FIRE EQUIP UPGRADE	14,316.14	0.00	10,130.00	0.00	4,186.14	0.00	4,186.14
CAPITAL IMPROV-PARKS	1,012.57	454.00	0.00	0.00	1,466.57	0.00	1,466.57
LOST FUNDS - AQUATIC CEN	372,379.02	40,449.04	0.00	0.00	412,828.06	0.00	412,828.06
ADEL BRICK STREETS 2017	451,125.51	0.00	0.00	0.00	451,125.51	0.00	451,125.51
STORMWATER UTIL IMPROV P1	(1,500.00)	164,302.62	187,136.62	0.00	(24,334.00)	0.00	(24,334.00)
WATER UTIL IMPROV P1	(307,881.61)	0.00	0.00	0.00	(307,881.61)	0.00	(307,881.61)
NEW WATER TREATMENT PLANT	(140,879.40)	140,879.40	0.00	0.00	0.00	0.00	0.00
NEW WASTEWTR TRTMT PLNT	(51,858.75)	0.00	0.00	0.00	(51,858.75)	0.00	(51,858.75)
EAST ANNEX SAN UTIL EXT	(74,042.00)	73,191.50	49,441.00	0.00	(50,291.50)	0.00	(50,291.50)
ADEL HWY 169 IMPROV	0.00	0.00	28,667.60	0.00	(28,667.60)	0.00	(28,667.60)
WATER UTILITY	965,580.58	127,635.07	75,620.14	187.40	1,017,782.91	0.00	1,017,782.91
SEWER UTILITY FUND	891,212.43	112,509.77	148,229.39	186.55	855,679.36	0.00	855,679.36
STORM WATER UTILITY	268,076.05	23,625.24	9,174.33	5.65	282,532.61	0.00	282,532.61
GARBAGE/RECYCLING UTILITY	101,536.34	27,808.96	24,310.40	0.00	105,034.90	0.00	105,034.90
OAKDALE PRIDE	555.53	0.00	0.00	0.00	555.53	0.00	555.53
FRIENDS/FOUNDATION	16,157.95	12,000.00	1,500.00	0.00	26,657.95	0.00	26,657.95
HISTORIC PRES PLAQUES	2,240.00	0.00	2,165.00	0.00	75.00	0.00	75.00
ROTARY BIKE RACK	3,212.00	0.00	3,212.00	0.00	0.00	0.00	0.00
GRAND TOTAL	5,212,792.31	1,022,817.93	928,708.38	915.00	5,307,816.86	0.00	5,307,816.86

*** END OF REPORT ***

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

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,029,733	2,241,706	157,761.24	157,761.24	72,157.05	2,083,944.76	92.96
002-SPECIAL RESERVE TRANS	176,174	20,000	482.52	482.52	179.94	19,517.48	97.59
110-ROAD USE TAX	457,635	483,299	132,339.43	132,339.43	47,703.17	350,959.57	72.62
112-TRUST AND AGENCY	471,977	587,242	6,118.94	6,118.94	3,880.61	581,123.06	98.96
125-TIF	647,348	641,069	1,476.45	1,476.45	1,613.23	639,592.55	99.77
133-2010 BRICK SPEC ASSES	1,472	1,766	0.00	0.00	0.00	1,766.00	100.00
134-2002 ST/UTIL-SPEC ASS	2,745	3,171	0.00	0.00	0.00	3,171.00	100.00
135-2017 BRICK ST SPEC AS	0	18,466	995.00	995.00	0.00	17,471.00	94.61
200-DEBT SERVICE	946,107	975,977	788.75	788.75	1,006.69	975,188.25	99.92
305-2006 STREET IMP PROJE	0	0	0.00	0.00	672.00	0.00	0.00
317-INDUSTRIAL PARK PROJE	113,428	138,549	0.00	0.00	0.00	138,549.00	100.00
322-CAPITAL IMPROV-PARKS	5,000	55,000	454.00	454.00	586.00	54,546.00	99.17
324-LOST FUNDS - AQUATIC	500,000	600,000	40,449.04	40,449.04	36,338.99	559,550.96	93.26
329-ADEL BRICK STREETS 20	0	0	0.00	0.00	279,784.20	0.00	0.00
330-STORMWATER UTIL IMPRO	0	0	164,302.62	164,302.62	0.00	164,302.62	0.00
331-WATER UTIL IMPROV P1	0	425,000	0.00	0.00	0.00	425,000.00	100.00
332-NEW WATER TREATMENT P	0	2,545,000	140,879.40	140,879.40	0.00	2,404,120.60	94.46
333-NEW WASTEWTR TRTMT P	0	200,000	0.00	0.00	0.00	200,000.00	100.00
334-EAST ANNEX SAN UTIL E	0	6,935,000	73,191.50	73,191.50	0.00	6,861,808.50	98.94
600-WATER UTILITY	755,500	1,107,371	127,635.07	127,635.07	101,576.92	979,735.93	88.47
610-SEWER UTILITY FUND	650,000	948,462	112,509.77	112,509.77	84,495.55	835,952.23	88.14
615-STORM WATER UTILITY	107,500	258,562	23,625.24	23,625.24	15,374.90	234,936.76	90.86
670-GARBAGE/RECYCLING UTI	280,000	347,000	27,808.96	27,808.96	25,528.55	319,191.04	91.99
950-OARDALE PRIDE	10,000	0	0.00	0.00	2,085.02	0.00	0.00
951-FRIENDS/FOUNDATION	0	0	12,000.00	12,000.00	10,000.00	12,000.00	0.00
TOTAL REVENUES	7,154,619	18,532,640	1,022,817.93	1,022,817.93	682,982.82	17,509,822.07	94.48

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

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP.+ ENCUMB.	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	1,989,539	2,207,713	260,808.88	260,808.88	266,752.16	1,946,904.12	88.19
002-SPECIAL RESERVE TRANS	0	61,673	0.00	0.00	0.00	61,673.00	100.00
110-ROAD USE TAX	454,940	510,674	70,658.77	70,658.77	19,526.92	440,015.23	86.16
112-TRUST AND AGENCY	454,257	572,000	43,323.64	43,323.64	21,250.06	528,676.36	92.43
125-TIF	647,348	641,069	0.00	0.00	0.00	641,069.00	100.00
133-2010 BRICK SPEC ASSES	1,472	1,766	0.00	0.00	0.00	1,766.00	100.00
134-2002 ST/UTIL-SPEC ASS	2,745	3,171	0.00	0.00	0.00	3,171.00	100.00
135-2017 BRICK ST SPEC AS	0	18,466	0.00	0.00	0.00	18,466.00	100.00
200-DEBT SERVICE	933,125	968,168	0.00	0.00	250.00	968,168.00	100.00
302-WATER UPGRADE FUND	0	0	6,822.61	6,822.61	0.00	6,822.61	0.00
317-INDUSTRIAL PARK PROJE	113,428	138,549	7,508.00	7,508.00	7,364.00	131,041.00	94.58
321-FIRE EQUIP UPGRADE	0	0	10,130.00	10,130.00	7,816.00	10,130.00	0.00
322-CAPITAL IMPROV-PARKS	5,000	55,000	0.00	0.00	0.00	55,000.00	100.00
324-LOST FUNDS - AQUATIC	404,200	457,888	0.00	0.00	0.00	457,888.00	100.00
328-FIRE TRUCK 2014	0	2,285	0.00	0.00	0.00	2,285.00	100.00
329-ADEL BRICK STREETS 20	0	0	0.00	0.00	380,610.28	0.00	0.00
330-STORMWATER UTIL IMPRO	0	0	187,136.62	187,136.62	0.00	187,136.62	0.00
331-WATER UTIL IMPROV P1	0	425,000	0.00	0.00	51,235.00	425,000.00	100.00
332-NEW WATER TREATMENT P	0	2,545,000	0.00	0.00	3,321.00	2,545,000.00	100.00
333-NEW WASTEWTR TRTMT P	0	200,000	0.00	0.00	807.50	200,000.00	100.00
334-EAST ANNEX SAN UTIL E	0	6,935,000	49,441.00	49,441.00	16,237.50	6,885,559.00	99.29
335-ADEL HWY 169 IMPROV	0	0	28,667.60	28,667.60	0.00	28,667.60	0.00
600-WATER UTILITY	754,526	959,503	75,620.14	75,620.14	41,174.88	883,882.86	92.12
610-SEWER UTILITY FUND	643,092	746,563	148,229.39	148,229.39	36,024.92	598,333.61	80.15
615-STORM WATER UTILITY	106,422	212,489	9,174.33	9,174.33	2,164.28	203,314.67	95.68
670-GARBAGE/RECYCLING UTI	296,000	351,000	24,310.40	24,310.40	21,941.56	326,689.60	93.07
950-OAKDALE PRIDE	10,000	0	0.00	0.00	0.00	0.00	0.00
951-FRIENDS/FOUNDATION	0	0	1,500.00	1,500.00	0.00	1,500.00	0.00
952-HISTORIC PRES PLAQUES	0	0	2,165.00	2,165.00	0.00	2,165.00	0.00
953-ROTARY BIKE RACK	0	0	3,212.00	3,212.00	0.00	3,212.00	0.00
TOTAL EXPENDITURES	6,816,094	18,012,977	928,708.38	928,708.38	876,476.06	17,084,268.62	94.84
REVENUE OVER/(UNDER) EXPENDITURES	338,525	519,663	94,109.55	94,109.55	193,493.24	425,553.45	6,943.27-

July 24, 2018

CITY OF ADEL, IOWA
CITY ADMINISTRATOR
P.O. BOX 248
301 S. TENTH STREET
ADEL, IA 50003

Invoice #: 750168
Client #: 10113
Billing Attorney: KRS

INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

For professional services rendered and costs advanced through July 19, 2018:

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	7,295.55	97.60	7,393.15
1001	DEVELOPMENT / ZONING MATTERS	467.50	.00	467.50
1002	MEETING ATTENDANCE AND TRAVEL	900.00	41.42	941.42
1003	MEETING AGENDA / PACKET REVIEW	430.10	.00	430.10
1004	SALE OF CITY LAND TO TOM FULLER	754.80	.00	754.80
1005	KINNICK FELLER PARK LEASE	168.30	.00	168.30
TOTAL		10,016.25	139.02	10,155.27

TOTAL THIS INVOICE \$ 10,155.27

Trust Funds Held on Account \$ 24,199.46

FIN - \$ 2487.99 + \$ 941.42 + \$ 430.10 + \$ 754.80 = \$ 4614.31

ESWR - \$ 21684.97 ✓

H2O - \$ 11633.20 ✓

ZON - \$ 483.29 + \$ 467.50 = \$ 950.79

STWTR - \$ 103.70 ✓

PKLS - \$ 168.30

\$ 10,155.27

Applicant License Application (LE0002382)

Name of Applicant: <u>Casey's Marketing Company</u>		
Name of Business (DBA): <u>Casey's General Store #1680</u>		
Address of Premises: <u>816 Greene St</u>		
City <u>Adel</u>	County: <u>Dallas</u>	Zip: <u>50003</u>
Business <u>(515) 993-2061</u>		
Mailing <u>PO Box 3001</u>		
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>500218045</u>

Contact Person

Name	<u>JESSICA FISHER, Store Operations</u>		
Phone:	<u>(515) 446-6404</u>	Email	<u>JESSICA.FISHER@caseys.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 09/26/2018

Expiration Date: 09/25/2019

Privileges:

- Class B Native Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

42-0935283 Casey's General Stores Inc

First Name: 42-0935283 Last Name: Casey's General Stores, Inc.
City: Ankeny State: Iowa Zip: 50021-804
Position: Owner
% of Ownership: 100.00% U.S. Citizen: Yes

Michael Richardson

First Name: Michael Last Name: Richardson
City: Pleasant Hill State: Iowa Zip: 50327
Position: President
% of Ownership: 0.00% U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN Last Name: SOUPENE

City: ANKENY State: Iowa Zip: 50023

Position: Vice President

% of Ownership: 0.00%

U.S. Citizen: Yes

Julia L. Jackowski

First Name: Julia L.

Last Name: Jackowski

City: Urbandale

State: Iowa

Zip: 50322

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Merchants Bonding Company</u>		
Policy Effective Date:	<u>09/26/2018</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	



ADM Activities Department

Reece Satre, Activities Director • ADM Community Schools
801 Nile Kinnick Drive South • 515-993-4819 • rsatre@adm.k12.ia.us
www.admschools.org • Follow us on twitter @admactivities



To Whom It May Concern:

Request for Approval to use Fireworks at Varsity Football Games

The ADM Activities Department requests approval to utilize fireworks during the 2018 football season. The fireworks will be used during the varsity games from approximately 7:00pm to 10:00pm at the ADM stadium located at 801 Nile Kinnick Drive South. They will again be launched from the southwest hillside overlooking the stadium site. The following dates are home football games:

Friday, August 31, 2018
Friday, September 14, 2018
Friday, September 21, 2018
Friday, October 12, 2018

We appreciate your consideration of our request and look forward to receiving approval for this unique portion of our Friday night football experience at ADM. If there is any additional information that you need when considering this request please contact me.

Sincerely,

Reece Satre
Activities Director



ADM Activities Department

Reece Satre, Activities Director • ADM Community Schools
801 Nile Kinnick Drive South • 515-993-4819 • rsatre@adm.k12.ia.us
www.admschools.org • Follow us on twitter @admactivities



To Whom It May Concern:

*Please note this is the identical proposal for the parade route and scheduled times as the 2016 & 2017 homecoming events at ADM. The date is new for 2018.

Homecoming parade route for the 2018 football season
Parade held on Thursday, September 13, 2018
Parade start time 6:00pm, conclusion approximately 6:30pm, Line-up/Staging 5:30pm

I have attached the proposed 2018 homecoming parade route and time schedule.

Line up: 5:30pm on Cottage Street south of Dollar General and east of Hwy. 169. Our preference would be to also use South 7th and South 6th streets if necessary as staging areas.

Route: 6:00pm parade starts from the line-up point south of Dollar General and east of Hwy. 169 on Cottage Street. The parade route will head east on Cottage Street. The route will then turn southeast onto South 4th Street. The route will then make a right turn at Tiger Drive and head west on Tiger Drive, where it will end on the school district property near the west circle drive at the HS entrance.

*Please see the attached map for the route.

Suggestions: We could use a barricade blocking traffic at South 4th Street and Tiger Drive. This would ensure traffic heading north on Old Portland Road doesn't drive directly into the parade. It would also help if there were no parking signs posted along the parade route. District administration will also attempt to make contact with homeowners along the route to communicate the use of Cottage Street for the parade route prior to September 13th, along with the use of South 7th and 6th streets for staging areas.

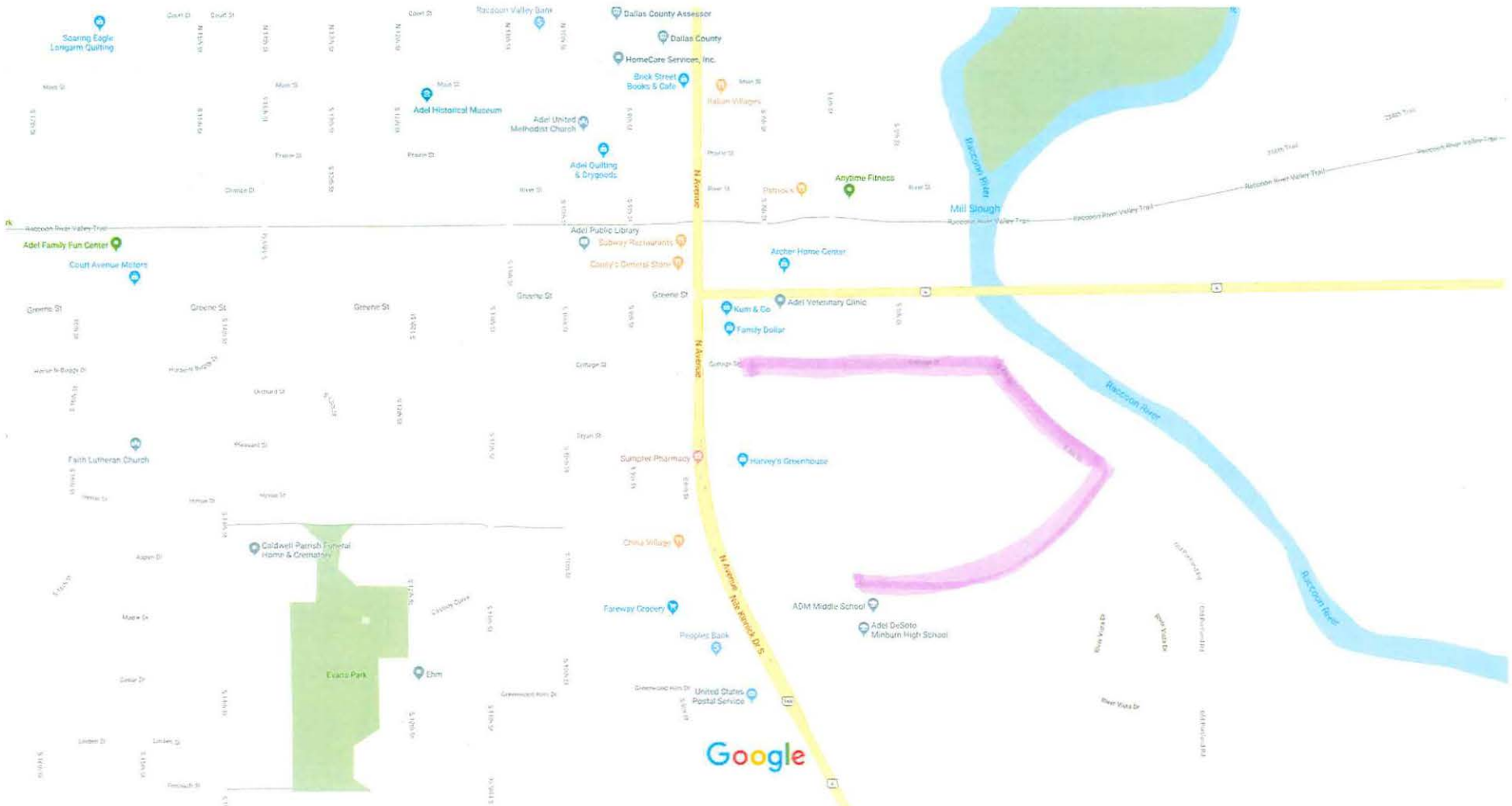
We respectfully request that our proposed homecoming route be considered for 2018. We believe that this is a great way to involve all our students and community members in this activity. Please contact me if you have any questions.

Sincerely,

Reece Satre
Activities Director

"Experiencing Success Today, Achieving Dreams Tomorrow"

Google Maps Dallas County GIS



Map data ©2018 Google 200 ft









Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

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Kristine Stone

515.246.0314

kstone@ahlerslaw.com

August 9, 2018

Mayor Peters & Members of the City Council
City of Adel
301 S. 10th Street
Adel, Iowa 50003

RE: Storm water Appeals – Behr Estates

Dear Mayor & Council Members:

As you are aware, a homeowner is appealing the City of Adel’s imposition of storm water utility charges on their property. Under the Adel Code of Ordinances, a storm water utility customer may appeal their storm water utility charge where they believe the provisions of the rate ordinance have been applied in error.¹ The City Code identifies storm water customers as including “all persons, properties and/or entities directly or indirectly served by and/or benefiting from the utility’s acquisition, management, maintenance, extension and improvement of the public storm water management system and facilities.”² The appeal shall first be heard by the City Administrator. If the customer is still unsatisfied, an appeal may be made to the City Council who shall decide the appeal after holding a public hearing on the matter.

Under the Iowa Code, a “city utility” is defined as “all or part of a ... storm water drainage system ... any of which are owned by a city including all land, easements, rights-of-way, fixtures, equipment, accessories, improvements, appurtenances, and other property necessary or useful for the operation of the utility.”³ The Code authorizes the City Council to “establish, impose, adjust, and provide for the collection of rates and charges to produce gross revenues at least sufficient to pay the expenses of operation and maintenance of the city utility, combined utility system, city enterprise, or combined city enterprise.”⁴

Iowa Code Sec. 388.6 and Article I, Sec. 6 of the Iowa Constitution require that municipal utility rates be applied uniformly and in a non-discriminatory manner. Under the common law, the rates charged by a municipal utility must be “fair, reasonable, just, [and] uniform.”⁵

¹ Adel Code Sec. 161.10.

² Adel Code Sec. 161.02(3).

³ Iowa Code Sec. 362.2(6).

⁴ Iowa Code Sec. 384.84(1).

⁵ *State v. City of Iowa City*, 490 N.W.2d 825, 829 (Iowa 1992).

In *McQuillin: The Law of Municipal Corporations*, the restrictions on municipal utility rate setting are described as follows:

The rates charged by a municipal utility must be fair, reasonable, just, uniform and nondiscriminatory, and the same rules in regard to the reasonableness of private utility companies apply. ...The rate charged must have a reasonable relation to the value of the service rendered, either as actually consumed or as readily available. An overcharge occurs when the rate charge is unreasonable in and of itself regardless of the rate charged other similarly situated consumers, or when the rate charged is in excess of rates established for particular consumers or businesses.⁶

Under Iowa law, utility rates are presumed to be valid and the challenger of the ordinance has the burden to prove the rates are “unreasonable, arbitrary, and unlawfully discriminatory.”⁷

According to the Adel Code of Ordinances, it is “determined and declared to be necessary and conducive to the protection of the public health, welfare, safety and convenience of the City and its residents that charges be levied upon and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge storm water or surface or subsurface waters, directly or indirectly, to the City storm water drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair, replacement and debt service for construction of the storm water drainage and flood protection improvements comprising the storm water management utility.”⁸

Regarding the imposition of fees, the City Code states that “every customer whose premises is served by a connection with the storm water management system and facilities of the City of Adel, either directly or indirectly, shall pay to the City storm water service charges hereinafter established and specified for the purpose of contributing towards the costs of construction, maintenance and operation of the storm water management system and facilities.”⁹

The City Code has therefore established a storm water rate structure that imposes fees on those who directly use the City’s storm water infrastructure, as well as those who indirectly use or benefit from those facilities. This framework is consistent with storm water management ordinances in other communities and I would consider it to be reasonable and defensible under Iowa law.

When a citizen appeals to the City Council, this is considered a quasi-judicial proceeding. The appellant is entitled to due process, which includes notice, an opportunity to be heard, and the right to receive a decision from a fair and impartial decision-maker. This is why this type of proceeding includes published notice and a public hearing. The Council should make its decision in this matter based on the information that is presented from both the appellant and city staff during the public hearing. Documents that have been provided in the council packet, or

⁶ 12 *McQuillin Mun. Corp.* § 35:57 (3d ed.)

⁷ *State v. City of Iowa City* at 829.

⁸ Adel Code Sec. 161.01.

⁹ Adel Code Sec. 161.07.

August 9, 2018

Page 3

during the public hearing, may also be considered. An appeal from a decision of the City Council is to the District Court.

If you have any questions, or wish to discuss this further, please contact me.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

KS:gc

01508546-1\10113-1000

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

June 29, 2018

Adel City Council
P O Box 248
301 S 10th Street
Adel, Iowa 50003

RECEIVED
JUL 02 2018
BY: *Janet Stull*

Adel City Council:

This letter serves as our formal appeal to the letter dated May 31, 2018 which stated that our storm water fee and stormwater surcharge was valid and that a waiver would not be granted.

This appeal is to contend that Bear Estates Plat 2 does not have a storm water system as there are no curbs and/or storm water drains. The ditch system is maintained by private homeowners and is not by any manner maintained by the City of Adel.

As stated in our original email to Anthony Brown, we are requesting a full refund of our April and May Storm Water and Surcharge fees totaling \$6.20 per month (\$12.40 total). In addition, we are requesting a waiver of all such charges going forward,

Sincerely

Nick and Kadee Miller

Nick and Kadee Miller
24741 Quail Ave
Adel, Iowa 50003

WATER BOARD 50003
301 S 10TH ST
ADEL IA 50003

2018.07.02

ADDITIONAL INFORMATION: This document is a scanned copy of a document. It is not a legal document and should not be used for legal purposes. The information contained herein is for informational purposes only. The information contained herein is not intended to constitute an offer of insurance or any other financial product. The information contained herein is not intended to constitute an offer of insurance or any other financial product. The information contained herein is not intended to constitute an offer of insurance or any other financial product.



City of Adel
P.O. Box 248
301 S. 10th Street
Adel, Iowa 50003

P: (515) 993-4525
F: (515) 993-4527
www.adeliowa.org

May 31, 2018

Nick & Kadee Miller
24741 Quail Avenue
Adel, IA 50003

Dear Nick & Kadee,

I have reviewed your storm water fee appeal email dated May 8, 2018 with Public Works Director Kip Overton and Water Superintendent Jordon Altenhofen.

Based on the information provided and our analysis of your property, I have determined that your storm water fees are valid and that a waiver is not appropriate.

Your property is located in the Bear Estates Plat 2 development, which has an overflow ditch network, storm water piping, inlets, and outlets. This system is designed to manage storm water and is the reason that your monthly storm water fees have been applied.

I have asked Angela Leopard, our Accounting Clerk, to file this letter with your City utility account. In addition, this letter has been provided to the Adel City Council.

Per Chapter 161 of the City of Adel Code of Ordinances, you have the option to appeal this determination in writing to the council within thirty (30) days of the receipt of this letter.

Sincerely,

Anthony Brown
City Administrator

Anthony Brown

From: Nick <nmliller99@hotmail.com>
Sent: Tuesday, May 8, 2018 5:15 PM
To: Anthony Brown
Subject: Stormwater Charges

I just spoke with Angela about two charges on my City of Adel bill this month. I was charged \$3.20 for stormwater and another \$3.00 charge for something related to the stormwater charge.

Angela mentioned I supposed to get a letter in March explaining this but I did not receive a letter or I would have protested at that time. We are not on city water and have no storm drains in the neighborhood. Please remove these charges from my May bill and future bills.

My phone number is 913-522-0693 and I would appreciate it if you can confirm the removal of the charges.

Thank you

Nick Miller
24741 Quail Ave

CHAPTER 161

STORM WATER MANAGEMENT UTILITY

161.01 Purpose	161.11 Credits
161.02 Definitions	161.12 Exemption from Fees; Special Conditions
161.03 Scope and Responsibility	161.13 Billing for Service
161.04 Organization	161.14 Lien for Nonpayment
161.05 Prohibited Acts	161.15 Lien Exemption
161.06 Right of Entry	161.16 Lien Notice
161.07 Storm Water Service Charges Required	161.17 Discontinuance of Service
161.08 Effective Date of Storm Water Service Charges	161.18 Annual Revision of Rates
161.09 Basic Rate	161.19 Community Storm Water Initiative (CSWI)
161.10 Rate Appeal	Surcharge

161.01 PURPOSE. The City of Adel, determines, and declares it to be conducive to the health, welfare, safety and convenience of the City and its residents that a storm water management utility district be established within the city. Consequently, pursuant to I.C. § 384.84(1), a storm water management utility district, to be known as the Storm Water Management Utility, is established that the city shall be and constitute the storm water management utility district, and that the utility shall comprise and include elements of the City's storm water drainage and flood protection systems which provide for the collection, treatment and disposal of storm water.

It is further found, determined, and declared that the elements of the storm water management utility are of benefit and provide services to all real properties within the incorporated city limits, including property not directly served by the storm water drainage system, and that such benefits and services may include but are not limited to the provision of adequate systems of collection, conveyance, detention, treatment and release of storm water; the reduction of hazard to property and life resulting from storm water runoff and flooding; improvement in general health and welfare through reduction of undesirable storm water conditions and flooding; and improvement to the water quality in the storm water and surface water system and its receiving waters.

It is further determined and declared to be necessary and conducive to the protection of the public health, welfare, safety and convenience of the City and its residents that charges be levied upon and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge storm water or surface or subsurface waters, directly or indirectly, to the City storm water drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair, replacement and debt service for construction of the storm water drainage and flood protection improvements comprising the storm water management utility.

161.02 DEFINITIONS. The following terms shall mean:

1. "Bonds" means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.
2. "Costs of construction" means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including but not limited to the costs of the following:
 - A. Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefore;

- B. Physical construction, installation and testing including the costs of labor, services, materials, supplies and utility services used in connection therewith;
 - C. Architectural, engineering, legal and other professional services directly or indirectly related to said construction improvements or the plan and formulation thereof;
 - D. Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation;
 - E. Any taxes or other charges which become due during construction;
 - F. Expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to construction;
 - G. Principal and interest on any bonds; and
 - H. Miscellaneous expenses incidental thereto.
3. "Customers of the storm water utility" includes all persons, properties and/or entities directly or indirectly served by and/or benefiting from the utility's acquisition, management, maintenance, extension and improvement of the public storm water management system and facilities. A customer shall generally be considered the same person, property and/or entity as currently being served by City water service, unless special conditions or agreements apply.
4. "Debt service" means the amount of money necessary annually to pay the interest on outstanding debt and pay the principal of maturing bonded debt.
5. "Developed land" means land that has been altered from its natural state by construction and/or installation of more than five hundred (500) square feet of "impervious surface area" as defined in this section.
6. "Equivalent Service Unit" (ESU) means the median average impervious coverage of a detached dwelling unit property in the City as determined by the City, and shall be used as the basis for determining storm water service charges. For the City of Adel, three thousand (3,000) square feet of impervious surface area shall be one equivalent unit.
7. "Exempt property" means public streets, platted private streets, public alleys, public sidewalks within the right-of-way, public trails, public and private cemeteries, and public parks.
8. "Impervious surface area" means those areas which prevent or impede the infiltration of storm water into the soil as it enters in natural conditions prior to development. Common impervious surface areas include, but are not limited to, sidewalks and driveways within a said property, rooftops, patios, parking lots, storage areas, compacted gravel surfaces and other surfaces which prevent or impede the natural infiltration of storm water runoff which existed prior to development.
9. "Operating budget" means the annual operating budget for the Storm Water Management Utility adopted by the City Council for the succeeding fiscal year.
10. "Pollutant" means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse,

rubbish, garbage, litter or other discarded or abandoned objects, so that the same may cause or contribute to pollution; pesticides, herbicides and fertilizers; hazardous substances and wastes; sewage, fecal coli form bacteria and pathogens; dissolved and particulate metals; animal wastes; waste and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

11. "Revenues" means all rates, fees, assessments, rentals or other charges or other income received by the utility, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.

12. "Service charge" means the periodic rate, fee or charge applicable to a parcel of land, which charge shall be reflective of the service provided by the City of Adel. Service charges are based on measurable parameters which influence the storm water utility's cost of providing services and facilities, with the most important factor being the amount of impervious surface area on each property. The service charge shall be determined from time to time by resolution of the City Council.

13. "Storm water management systems and facilities" means the issue of drainage management (flooding) and environmental quality (pollution, erosion and sedimentation) of receiving rivers, streams, creeks, lakes and ponds through improvements, maintenance, regulation and funding of plants, structures and property used in the collection, retention, detention and treatment of storm water or surface water drainage.

14. "Storm water management utility or utility" means the enterprise fund utility created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.

15. "Undeveloped land" means land in its unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered state shall be deemed undeveloped. "Undeveloped land" shall have less than five hundred (500) square feet of pavement, asphalt or compacted gravel surfaces or structures which create an impervious surface area that would prevent infiltration of storm water or cause storm water to collect, concentrate or flow in a manner materially different than that which would occur when the land was in an unaltered natural state.

161.03 SCOPE AND RESPONSIBILITY. The City of Adel storm water utility consists of all rivers, streams, creeks, branches, lakes, ponds, drainage ways, public roadways, channels, ditches, swales, storm sewer, culverts, inlets, catch basins, pipes, dams, head walls and other structures, natural or manmade, within the corporate boundaries of the City of Adel which control and/or convey storm water through which the City intentionally diverts surface waters from its public streets and properties. The City of Adel owns or has legal access for purposes of operation, maintenance and improvement to those segments of this system which: a) are located within public streets, rights of ways and easements; b) are subject to easement or other permanent provisions for adequate access for operation, maintenance and improvement of systems or facilities; or c) are located on public lands to which the City of Adel has adequate access for operation, maintenance and improvement of systems or facilities. Operation, maintenance and improvement of storm water systems and facilities which are located on private property or public property not owned by the City of Adel and for which there has been no public dedication of such systems, and facilities shall be and remain the legal responsibility of the property owner, or its occupant.

161.04 ORGANIZATION. The City Council shall be the governing body of the Storm Water Management Utility. The utility shall be under the direction, management and control of the Public Works Director who shall function as its director. The Public Works Director has the following powers and duties related to the City of Adel Storm Water Management Utility:

1. Operation and Maintenance. Operation and maintenance of the storm water management systems and facilities.
2. Inspections and Tests. Conduct necessary inspections and tests to assure compliance with the provisions of this chapter.
3. Records. Maintain a complete and accurate record of all storm water management systems and facilities.
4. Policies. Recommend to the City Council policies to be adopted and enforced to implement the provisions of this chapter.

161.05 PROHIBITED ACTS. No person shall do, or allow, any of the following:

1. Damage Storm Water Management Systems and Facilities. Maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, pipe, appurtenance or equipment which is part of the storm water management systems or facilities.
2. Illicit Discharges. No person shall throw, drain or otherwise discharge or cause to throw, drain, run or allow to seep or otherwise be discharged into the City of Adel storm water management system and facilities, including, but not limited to, pollutants or waters containing any pollutants, other than storm water.
3. Manholes. Open or enter any manhole, structure or intake of the storm water system, except by authority of the Public Works Director.
4. Connection. Connection of any private storm water system to the City's storm water management system and facilities, except by authority of the Public Works Director.

161.06 RIGHT OF ENTRY. The Public Works Director and other authorized employees of the City of Adel bearing proper credentials and identification shall be permitted to enter all private properties for the purpose of inspection, observation, measurement, sampling and testing all private storm water discharges directly or indirectly entering into any public storm water management system or facility in accordance with the provisions of this chapter.

161.07 STORM WATER SERVICE CHARGES REQUIRED. Every customer whose premises is served by a connection with the storm water management system and facilities of the City of Adel, either directly or indirectly, shall pay to the City storm water service charges hereinafter established and specified for the purpose of contributing towards the costs of construction, maintenance and operation of the storm water management system and facilities.

161.08 EFFECTIVE DATE OF STORM WATER SERVICE CHARGES. Storm water service charges shall accrue beginning _____, 20__ and shall be billed monthly thereafter to all customers.

161.09 BASIC RATE. Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, through its collection agent, at the same time payment for City water is made, the following charges associated with the customer's

property (an "ESU" means the median average impervious coverage of a detached dwelling unit property in the City of Adel, which has been determined by the City to be 3,000 square feet of impervious surface area):

1. Undeveloped. Zero dollars (\$0.00) per month;
2. Developed. From July 1, 2017 through June 30, 2018, three dollars and twenty cents (\$3.20) per month for those properties which impervious coverage is less than two (2) times the average impervious coverage, or 6,000 square feet. From July 1, 2018 through June 30, 2019, three dollars and forty cents (\$3.40) per month for those properties which impervious coverage is less than two (2) times the average impervious coverage, or 6,000 square feet. From July 1, 2019 through June 30, 2020, three dollars and sixty cents (\$3.60) per month for those properties which impervious coverage is less than two (2) times the average impervious coverage, or 6,000 square feet; OR
3. Developed. From July 1, 2017 through June 30, 2018, three dollars and twenty cents (\$3.20) per equivalent service unit (ESU) of impervious surface for those properties which impervious coverage is equal to or greater than two (2) times the average impervious coverage, or 6,000 square feet. From July 1, 2018 through June 30, 2019, three dollars and forty cents (\$3.40) per month per equivalent service unit (ESU) of impervious surface for those properties which impervious coverage is equal to or greater than two (2) times the average impervious coverage, or 6,000 square feet. From July 1, 2019 through June 30, 2020, three dollars and sixty cents (\$3.60) per month per equivalent service unit (ESU) of impervious surface for those properties which impervious coverage is equal to or greater than two (2) times the average impervious coverage, or 6,000 square feet.

(Subsections 2 and 3 – Ord. 318 – Jul. 17 Supp.)

The number of equivalent service units (ESUs) on each property shall be calculated by an agent of the City of Adel based on the most recent aerial photography available to the City of Adel and/or impervious surface data from an approved site plan for the property. Beginning _____, 20____, all site plans submitted to the City of Adel shall clearly list the total property area and total impervious surface area, in square feet.

161.10 RATE APPEAL. Any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

1. An appeal must be filed in writing with the City of Adel City Administrator. In the case of service charge appeals, the appeal shall include a survey prepared by a registered Iowa Land Surveyor or Professional Engineer containing information on the total property area, the impervious surface area and any other features or conditions which influence the hydrologic response of the property to rainfall events.
2. Using the information provided by the appellant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
3. In response to an appeal, the City Administrator may adjust the storm water service charge applicable to a property in conformance with the general purpose and intent of this chapter.
4. A decision of the City Administrator which is adverse to an appellant may be further appealed to the City Council within thirty (30) days of receipt of notice of the adverse decision. Notice of the appeal shall be served on the City Council by the appellant, stating the grounds for the appeal. The City Council shall schedule a public

hearing within thirty (30) days. All decisions of the City Council shall be served on the appellant by registered mail, sent to the billing address of the appellant.

5. All decisions of the City Council shall be final.

161.11 CREDITS. It is the City of Adel's intent to encourage sound technical design practices that reduce the negative impact of development on the storm water drainage system through a credit system. Properties whose impact on the drainage system is significantly limited or has been effectively reduced through specific controls shall be entitled to a credit adjustment that may be applied to its storm water service charge.

A credit adjustment application must be filed in writing with the City Administrator. The application shall include all necessary information from a registered Iowa Land Surveyor or Professional Engineer to clearly demonstrate the credit(s) sought, pertinent maps and design calculations, e.g. pre-development and post-development runoff rates, storage volumes, etc., and the proposed and/or resulting hydrologic response of the property to rainfall events. Using the information provided by the applicant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the application in writing within thirty (30) days.

Billing adjustments required to implement credits shall be applied retroactively to the date the customer submitted a complete application. Adjustments shall be made by crediting the customer's storm water service charge until any overpayment has been fully repaid. A pending application for credit shall not constitute a valid reason for non-payment of the current storm water service charges.

Credit adjustments shall be applied as follows:

1. Quantity Reduction (40% Maximum).
 - A. Rate Reduction Credit – 25% Credit. Storm water facilities that control the post-development peak rate of storm water runoff at the pre-development rate of the two (2) year design storm.
 - B. Additional Rate Reduction Credit – 10% Credit. Storm water facilities that qualify for a Rate Reduction Credit can also qualify for the Additional Rate Reduction Credit if they reduce the post-development peak rate for the two (2) year design storm by at least 20% of the pre-development flow rate.
 - C. Additional Volume Credit – 5% Credit. Storm water facilities that qualify for a Rate Reduction Credit can also qualify for an Additional Volume Credit if they provide 20% more storage volume than required for the 100-year design storm. This does not include required freeboard above an emergency spillway.
2. Quality Credit (10% Maximum).
 - A. Implement Best Management Practice(s) (BMP) – 5% Credit per approved best management practice (BMP). Quality credits will be available to properties where structural or non-structural storm water BMPs are located and which are used to treat storm water runoff, specifically total suspended solid (TSS) loads. Professional techniques such as those published in the Iowa Stormwater Management Manual, or by the U.S. EPA, National Resource Conservation Service, American Society of Civil Engineers, and other professional organizations will be considered. A Quality Credit can also be applied in addition to any approved Quantity Reduction Credits, such as a wet

detention pond that is designed to remove at least 80 percent total suspended solids (TSS).

B. Applicants for non-structural storm water BMPs including filter strips and natural preservation areas may be eligible for credit provided the owner's engineer can provide calculations showing removal of 80 percent TSS.

The owner shall supply maintenance information along with their application. Any association agreements or contracts for inspection and/or maintenance are required to be disclosed as part of the application. Indicate the schedule for major maintenance that will be performed and how many times per year basic maintenance (such as erosion control and/or mowing) activities are performed. Inspection reports shall be filed with the City every third (3) year, as calculated from the original application date, in order to maintain any level of credit. If a property owner fails to file required inspection reports or if a random City inspection results in failure, the City will send a letter informing the property owner of the required action to avoid revocation of the credits. If the property owner fails to take the required action, the credits will be revoked until the situation is corrected. No retroactive credits will be given during said lapse period. Credits will be restored on the effective date of the submittal of the property owner's acceptable response.

161.12 EXEMPTION FROM FEES; SPECIAL CONDITIONS. In special conditions, the City Administrator may, upon a written request for an exemption of fees filed with the City, grant fee payment and collection variances after determining that granting the variance would be in the City's best interest, will improve efficiency, safety and is practical. Upon granting of any variance, the City Administrator shall file notice with the City Council giving reason(s) for the variance.

161.13 BILLING FOR SERVICE. Billing and payment for storm water service shall be according to the following:

1. Storm water billing will begin upon water meter installation. In the case of property without City water service the owner of the said property will be billed based on:
 - A. The issuance of a certificate of occupancy for the dwelling or dwelling unit;
 - B. Ninety days after construction is halted, provided construction is at least 50 percent complete; or
 - C. Ninety days after construction is completed, even if a certificate of occupancy has not been issued for the dwelling or dwelling unit.
2. Bills Issued. The Clerk shall prepare and issue bills for storm water service in conjunction with current water service accounts on or before the first day of each month.
3. Bills Payable. Bills for storm water service shall be due and payable at the office of the Clerk by the twentieth (20th) day of the month.
4. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of ten percent (10%) of the amount due shall be added to each delinquent bill.

161.14 LIEN FOR NONPAYMENT. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for storm water service charges to the premises. Storm water service charges remaining unpaid and delinquent shall constitute a lien

upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

161.15 LIEN EXEMPTION. The lien for nonpayment shall not apply to a residential rental property where water service is separately metered and the rates or charges for the water service are paid directly to the City by the tenant, if the landlord gives written notice to the City that the property is residential rental property and that the tenant is liable for the rates or charges. The City may require a deposit not exceeding the usual cost of ninety (90) days of storm water service be paid to the City. The landlord's written notice shall contain the name of the tenant responsible for charges, the address of the rental property and the date of occupancy. A change in tenant shall require a new written notice to be given to the City within thirty (30) business days of the change in tenant. When the tenant moves from the rental property, the City shall refund the deposit if the storm water service charges are paid in full. A change in the ownership of the residential rental property shall require written notice of such change to be given to the City within ten (10) business days of the completion of the change of ownership.

161.16 LIEN NOTICE. A lien for delinquent storm water service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer in whose name the delinquent charges were incurred. If the customer is a tenant and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than thirty (30) days prior to certification of the lien to the County Treasurer.

161.17 DISCONTINUANCE OF SERVICE. After giving reasonable notice, the City of Adel may discontinue water service to any customer who has failed to pay the amounts due and owing under this chapter and who has not contested the payment therefore in good faith.

161.18 ANNUAL REVISION OF RATES. The City will review the storm water service charges at least yearly and revise the storm water service charges as necessary to ensure that such charges as herein established and specified generate adequate revenues to pay the costs of the maintenance and operation (including replacement and debt service) of a storm water management system and facilities and that the storm water service charges continue to provide for proportional distribution of maintenance and operations cost (including replacements costs and debt service) for a storm water management system and facilities among the users and users classes. The liability of a storm water service user to pay for charges as provided in this chapter shall be contingent, however, upon any such review or revision.

(Ch. 161 – Ord. 258 – Jan. 10 Supp.)

161.19 COMMUNITY STORM WATER INITIATIVE (CSWI) SURCHARGE. Every person, firm, or corporation whose premises now or hereafter are directly or indirectly served by a connection to the City Storm Water System shall pay a CSWI surcharge in the amount of three dollars (\$3.00) per month beginning July 1, 2017, and six dollars (\$6.00) per month beginning July 1, 2018.

(Ord. 318 – Jul. 17 Supp.)

Water & Sewer Committee Recommendations
Xenia – Deduct Meter Issue

1. Revise ordinances to prohibit any new “outside” plastic deduct meters, as these meters are unreliable and no longer regularly offered in the Des Moines metro area.
2. Revise ordinances to “grandfather” in existing plastic deduct meters for 10 years.
 - Meters shall be brought into Adel City Hall every October to be read; if not, the meter will be removed from the system and a plumbed in meter will be offered for purchase.
 - After 10 years, plastic meters will no longer be read and only plumbed in deduct meters will be available for purchase.
 - Implement a “buyback” program for one year: offer \$50.00 for returned meters only and \$100.00 if returning a meter and purchasing a plumbed in deduct meter.
3. Revise ordinances to allow plumbed in deduct meters in Xenia Rural Water territory for customers with City Sewer service.
 - Customer shall pay for the deduct meter and hire a plumber to install it.
 - Require an inspection by the City (Water Department and/or Building Inspector) and possibly Xenia to guarantee the meter’s proper setting and backflow prevention.
 - Require a strong liability waiver (possibly included in the ordinance), as the meter would be on Xenia’s distribution system.
4. Revise ordinances to require all new construction to be plumbed for at least one inside meter and one outside meter.
 - The property owner would have the option of purchasing a deduct meter for outside usage, though this would not be required.
5. Create policy for issuing sewer credits in Xenia Rural Water territory for customers with City Sewer service.
 - Within 30 days after council finalizes these recommendations, a customer must purchase and install a deduct meter to receive a sewer credit for usage over 7,000 gallons per month based on account’s activation date; advanced notice would be provided to customers.
 - Credit would be issued within 90 days and will be applied directly to account.
 - Customers who purchase and install deduct meters after the 30-day time period would not be eligible for prior sewer credits.

CHAPTER 91

WATER METERS

91.01 Purpose	91.06 Meter Costs
91.02 Water Use Metered	91.07 Meter Repairs
91.03 Fire Sprinkler Systems- Exception	91.08 Right of Entry
91.04 Location of Meters	91.09 Building or Construction Purposes
91.05 Meter Setting	91.10 Deduct Water Meters

91.01 PURPOSE. The purpose of this chapter is to encourage the conservation of water and facilitate the equitable distribution of charges for water service among customers.

91.02 WATER USE METERED. All water furnished customers shall be measured through meters furnished by the City and installed by the City.

91.03 FIRE SPRINKLER SYSTEMS - EXCEPTION. Fire sprinkler systems may be connected to water mains by direct connection without meters under the direct supervision of the Superintendent. No open connection can be incorporated in the system, and there shall be no valves except a main control valve at the entrance to the building which must be sealed open.

91.04 LOCATION OF METERS. All meters shall be so located that they are easily accessible to meter readers and repairmen and protected from freezing.

91.05 METER SETTING. The property owner shall provide all necessary piping and fittings for proper setting of the meter including a valve on the discharge side of the meter. Meter pits may be used only upon approval of the Superintendent and shall be of a design and construction approved by the Superintendent.

91.06 METER COSTS. The additional cost of any meter larger than that required for a single-family residence shall be paid to the City by the property owner or customer prior to the installation of any such meter by the City, or, at the sole option of the City, the property owner or customer may be required to purchase and install such meter in accordance with requirements established by the City.

91.07 METER REPAIRS. Whenever a water meter owned by the City is found to be out of order the Superintendent shall have it repaired. If it is found that damage to the meter has occurred due to the carelessness or negligence of the customer or property owner, or the meter is not owned by the City, then the property owner shall be liable for the cost of repairs.

91.08 RIGHT OF ENTRY. The Superintendent shall be permitted to enter the premises of any customer at any reasonable time to read, remove, or change a meter.

91.09 BUILDING OR CONSTRUCTION PURPOSES. Water for building or construction purposes or for watering trees will be furnished by meter measurement only after a deposit of one hundred dollars (\$100.00) has been made. All water for building or construction purposes must pass through one and the same meter.

91.10 DEDUCT WATER METERS. A deduct water meter may be installed to measure water that is not discharged into the sanitary sewer system. The deduct water meter must be

purchased at City Hall at cost, plus \$25.00. Upon purchase it is the owner's responsibility to install, maintain and replace the meter. Only meters purchased from and registered by the City will be allowed a sewer usage credit.

CHAPTER 99

SEWER USER CHARGE

99.01 Purpose	99.10 Application
99.02 Definitions	99.11 Billing and Payment
99.03 Use of Funds	99.12 Review of Rates
99.04 Accounts Designated	99.13 Notification of Rate Change
99.05 Year-end Balances	99.14 Special Agreements Permitted
99.06 Charges Based on Usage	99.15 Sewer Usage Credit
99.07 User Charges	99.16 Rate Adjustments
99.08 Special Charges	99.17 Community Sewer Initiative (CSI) Surcharge
99.09 Responsibility for Increased Costs	

99.01 PURPOSE. It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users who contribute wastewater to the City's treatment works. The proceeds of such charges so derived will be used for the purpose of operating, maintaining and retiring the debt for such public wastewater treatment works.

99.02 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "Normal domestic wastewater" means wastewater that has a BOD concentration of not more than 200 mg/l, and a suspended solids concentration of not more than 200 mg/l.
2. "Operation and maintenance" means all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the treatment works to achieve the capacity and performance for which such works were designed and constructed.
3. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
4. "Residential customer" means any customer of the City's treatment works whose lot, parcel of real estate or building is used for domestic dwelling purposes only.
5. "Treatment works" means any devices and systems used for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power and other equipment and their appurtenances; extensions, improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

6. "Useful life" means the estimated period during which the wastewater treatment works will be operated.

7. "User charge" means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the treatment works.

8. "Water meter" means a water volume measuring and recording device, furnished and/or installed by the City or furnished and/or installed by a user and approved by the City.

99.03 USE OF FUNDS. The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including replacement of the treatment works shall be established by this chapter.

99.04 ACCOUNTS DESIGNATED. That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in this chapter shall be deposited in a separate non-lapsing fund known as the *Operation, Maintenance and Replacement Fund* and will be kept in two primary accounts as follows:

1. Operation and Maintenance Account. An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of the treatment works.
2. Replacement Account. An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works. Deposits in the Replacement Account shall be made at least annually from the Operation, Maintenance and Replacement Fund in the amount of \$15,000.00 annually.

99.05 YEAR-END BALANCES. Fiscal year-end balances in the Operation and Maintenance Account and the Replacement Account shall be carried over to the same accounts in the subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Moneys which have been transferred from other sources to meet temporary shortages in the Operation, Maintenance and Replacement Fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance and replacement. The user charge rate shall be adjusted such that the transferred moneys will be returned to their respective accounts within the fiscal year following the fiscal year in which the moneys were borrowed.

99.06 CHARGES BASED ON USAGE. Each user shall pay for the services provided by the City based on said user's use of the treatment works as determined by water meters acceptable to the City, as follows.

1. For residential customers, monthly user charges will be based on water usage during the month.
2. For industrial and commercial customers, user charges shall be based on water used during the current month. If a commercial or industrial customer has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that customer may be based on a

wastewater meter or separate water meter installed and maintained at the customer's expense, and in a manner acceptable to the City.

99.07 USER CHARGES. Each customer shall pay a user charge in accordance with the following:

July 1, 2017 – June 30, 2018 Rates (3% Increase)

1. Based on water usage:
 - A. First 5,000 gallons - \$7.30 per 1,000 gallons
 - B. Everything thereafter - \$5.24 per 1,000 gallons
2. Septic Haulers – minimum 1,500 gallons = \$111.75
3. Minimum Sewer Charge - \$14.60

In no case shall the minimum user charge be less than \$14.60 per month, which is necessary to retire the indebtedness, operating and maintenance, and reserve necessary for maintaining the sanitary sewer facility.

July 1, 2018 – June 30, 2019 Rates (3% Increase)

1. Based on water usage:
 - A. First 5,000 gallons - \$7.52 per 1,000 gallons
 - B. Everything thereafter - \$5.40 per 1,000 gallons
2. Septic Haulers – minimum 1,500 gallons = \$115.10
3. Minimum Sewer Charge - \$15.04

In no case shall the minimum user charge be less than \$15.04 per month, which is necessary to retire the indebtedness, operating and maintenance, and reserve necessary for maintaining the sanitary sewer facility.

July 1, 2019 – June 30, 2020 Rates (3% Increase)

1. Based on water usage:
 - A. First 5,000 gallons - \$7.75 per 1,000 gallons
 - B. Everything thereafter - \$5.56 per 1,000 gallons
2. Septic Haulers – minimum 1,500 gallons = \$118.55
3. Minimum Sewer Charge - \$15.50

In no case shall the minimum user charge be less than \$15.50 per month, which is necessary to retire the indebtedness, operating and maintenance, and reserve necessary for maintaining the sanitary sewer facility.

(Ord. 317 – Jul. 17 Supp.)

99.08 SPECIAL CHARGES. For those customers who contribute wastewater, the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement is:

\$0.40 per pound B.O.D.

\$0.40 per pound SS

99.09 RESPONSIBILITY FOR INCREASED COSTS. Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works shall pay for such increased costs. The charge to each such user shall be as determined by the Superintendent and approved by the Council.

99.10 APPLICATION. The user charge rates established in this chapter apply to all users of the City's treatment works, regardless of their location. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for sewer user charges to the premises. Sewer user charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

99.11 BILLING AND PAYMENT. All users shall be billed under the same terms and conditions provided for payment for water service. The provisions contained in Section 92.08 relating to notices of delinquency and lien notices shall also apply in the event of a delinquent sewer user charge.

99.12 REVIEW OF RATES. The City shall review the user charge system at least every two (2) years and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

99.13 NOTIFICATION OF RATE CHANGE. The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement of the treatment works.

99.14 SPECIAL AGREEMENTS PERMITTED. No statement in these chapters shall be construed as preventing a special agreement, arrangement or contract between the Council and any industrial concern whereby an industrial waste of unusual strength or character may be accepted subject to special conditions, rate and cost as established by the Council.

99.15 SEWER USAGE CREDIT. A sewer usage credit shall be issued for water measured through a deduct meter installed per Section 91.10 of this Code of Ordinances, in accordance with the following:

1. During the month of October each year the deduct meter must be brought to City Hall to receive a credit for sewer usage on the water bill.
2. If the meter is not brought in on an annual basis, credit will be based on the following formula, based on amount of water used and number of years since last reading:

$$\frac{\text{Amount of water used}}{\text{Number of years}} = \text{Sewer Usage Credit}$$

For example, if you do not have the meter read for two (2) years, and you use 16,000 gallons of water through the meter during that period, your sewer usage credit would be 8,000 gallons.

99.16 RATE ADJUSTMENTS. Rate adjustments will be considered and computed before the first of July each year by City staff, including consultation with the City's Engineer and the City's Financial Advisor. The proposed adjustments shall be submitted to the Council for review and approval. Any adjustments shall go into effect on the July bill, payable July 20th.

(Ord. 317 – Jul. 17 Supp.)

99.17 COMMUNITY SEWER INITIATIVE (CSI) SURCHARGE. Every person, firm, or corporation whose premises now or hereafter are directly or indirectly served by a connection to the City Sewer System shall pay a CSI surcharge in the amount of seven dollars (\$7.00) per month beginning July 1, 2017, twelve dollars (\$12.00) per month beginning July 1, 2018, and fifteen dollars (\$15.00) per month beginning July 1, 2019.

(Ord. 317 – Jul. 17 Supp.)

ORDINANCE NO. 327

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE
CITY OF ADEL, IOWA, BY CHANGING THE ZONING
CLASSIFICATION OF PROPERTY LOCATED AT THE
INTERSECTION OF HWY 169 AND 302ND PLACE, CITY OF ADEL,
DALLAS COUNTY, IOWA**

WHEREAS, the Zoning Ordinance of the City of Adel allows for the development of a Planned Unit Development (PUD) to promote and encourage development or redevelopment of tracts of land on a planned, unified basis;

WHEREAS, a PUD allows for greater flexibility and diversification than is normally permitted by conventional single lot development in other zoning districts because of the substantial public advantages of planned development;

WHEREAS, regulations adapted as part of a PUD are intended both to accomplish the purposes of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots, and to promote economical and efficient land use through an improved level of amenities, appropriate and harmonious variety, creative design, and a better living environment;

WHEREAS, Cramer & Associates (Developer) has proposed a PUD development which the City Council finds to be consistent with an in furtherance of the City's comprehensive plan, zoning ordinance, subdivision ordinance, and platting requirements.

NOW, THEREFORE, be it ordained by the City Council of the City of Adel, Iowa, that:

SECTION 1. ZONING MAP AMENDMENT. The official zoning map of the City of Adel, Iowa, is amended as follows:

A PART OF GOVERNMENT LOTS 5, 6 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 89°00'05" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOTS 5 AND 6, A DISTANCE OF 1919.00 FEET TO THE CENTERLINE OF OLD PORTLAND ROAD; THENCE SOUTH 4°13'55" EAST ALONG SAID CENTERLINE, 251.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 477.50 FEET, WHOSE ARC LENGTH IS 254.21 FEET AND WHOSE CHORD BEARS SOUTH 20°57'02" EAST, 251.22 FEET; THENCE SOUTH 35°36'59" EAST CONTINUING ALONG SAID CENTERLINE, 264.34 FEET; THENCE SOUTH 54°23'01" WEST, 40.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.80 FEET AND WHOSE CHORD BEARS

NORTH 77°46'57" WEST, 33.56 FEET; THENCE SOUTH 60°03'04" WEST, 106.71 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 21.98 FEET AND WHOSE CHORD BEARS SOUTH 34°52'07" WEST, 21.28 FEET; THENCE SOUTH 59°19'56" WEST, 70.80 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 23.11 FEET AND WHOSE CHORD BEARS SOUTH 86°31'55" WEST, 22.29 FEET; THENCE SOUTH 60°03'04" WEST, 969.18 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 22.85 FEET AND WHOSE CHORD BEARS SOUTH 33°51'46" WEST, 22.07 FEET; THENCE SOUTH 53°33'56" WEST, 67.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 19.74 FEET AND WHOSE CHORD BEARS NORTH 70°15'33" WEST, 19.23 FEET; THENCE NORTH 29°56'56" WEST, 68.07 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 22.55 FEET AND WHOSE CHORD BEARS NORTH 4°06'25" WEST, 21.79 FEET; THENCE NORTH 29°56'56" WEST, 45.33 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 177.74 FEET AND WHOSE CHORD BEARS NORTH 14°31'06" WEST, 175.60 FEET; THENCE NORTH 0°54'43" EAST, 17.57 FEET; THENCE NORTH 89°05'20" WEST, 900.04 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH 0°04'14" WEST ALONG SAID WEST LINE, 1071.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.90 ACRES (2,173,446 SQUARE FEET)

is hereby amended from its present zoning classification, A-1, Existing Agricultural District, to PUD, Planned Unit Development, to be known as the Southbridge PUD.

SECTION 2. MASTER PLAN PROVISIONS. Consistent with Section 165.53 of the Zoning Ordinance, the Master Plan for the Southbridge PUD consists of the following documents, policies and regulations:

A. Master Plan Exhibit. The rezoning exhibit as prepared by CDA and dated June 19, 2018, is hereby adopted as the PUD Master Plan. The Master Plan and those additional guidelines as identified herein shall constitute the zoning requirements of the property. In the event of a conflict between the written terms of this Ordinance and the notations on the Master Plan, the written text of the Ordinance shall prevail.

B. Design Standards. The intent is to create building facades throughout this development that are varied and designed to provide visual interest to pedestrians and to establish a unique identity for the development. The architecture shall attempt to express a creative presentation by careful attention to exterior building materials and details, use of window/door layout, and change in building mass within the plane and roof design to lessen the plainness of appearance which can be characteristic of large commercial buildings. Building design, materials, trim, detailing, and colors shall provide continuity amongst buildings to unite all structures within the development into one project concept.

1. All sides to each building shall receive high quality materials, finishes, and details (360 degree architectural treatment).

2. All commercial and multi-family buildings shall have a minimum of 50% brick or stone (or high quality veneer). This percentage is calculated on each elevation excluding the roof, windows, and doors. Textured block can be used for this percentage when mixed in with other materials.

3. All HVAC equipment will be screened from view.

4. Roof lines shall be broken in elevation.

5. Wall lines shall be broken up to avoid large blank walls.

6. Trash enclosures shall be constructed of the same materials as the main building which it serves. Access gates should provide 100% screening of the interior of the enclosure. Chain link gates with screening are specifically not allowed.

C. Conditions. The following conditions, restrictions, and regulations are adopted as a part of this approval:

1. Underlying zoning regulations. Unless otherwise specified herein, the development of the land shall be in accordance with the provisions of the following zoning districts:

a. Area A: C-3 zoning district

b. Area B: R-4 zoning district

c. Area C: R-5 zoning district

d. Area D: R-4 zoning district

e. Area E: R-4 zoning district

2. Zoning Requirements Waived or Amended.

a. Area A: The requirements of Section 165.45(6)(c), minimum front yard depth, are amended as follows: the minimum front yard depth shall be reduced from 20 ft. to 0 ft. along Southbridge Drive only.

b. Area B: The requirements of Table 165.39(6) are amended as follows: minimum front yard depth shall be reduced from 30 ft. to 25 ft.; minimum rear yard depth shall be reduced from 35 ft. to 25 ft.; minimum side yard width is 10 ft.

c. Area C: A maximum land use intensity ratio of 4.0 shall be permitted.

d. Area D: The requirements of Table 165.39(6) are amended as follows: minimum front yard depth shall be reduced from 30 ft. to 15 ft.; minimum rear yard depth shall be reduced from 35 ft. to 20 ft.; minimum side yard width shall be reduced from 10 ft. to 5 ft. on each side; minimum lot frontage shall be reduced from 90 ft. to 46 ft.; minimum lot area is reduced from 10,000 sq. ft. to 3,750 sq. ft..

3. General Conformance to Subdivision Ordinance. Unless otherwise specified herein, the development of the land shall be in accordance with the Subdivision Ordinance of the City of Adel.

4. Subdivision Requirements Waived or Amended.

a. The requirements of Section 166.32(12), sidewalks, are amended as follows: Developer shall install an 8 ft. wide sidewalk for a length of 3500 ft. within the Southbridge PUD. The exact location of the trail shall be determined in consultation with the City. The location shall be identified prior to approval of the final plat. The remaining sidewalks within the Development shall be standard 5 ft. wide sidewalks.

D. Use Restrictions. Permissible uses shall include the following:

1. Area A: C-3 permissible uses
2. Area B: R-4 permissible uses
3. Area C: single-family attached dwelling units (townhouses)
4. Area D: single-family detached dwelling units
5. Area E: elementary school use only

E. Roadway Construction & Improvements.

1. Private road: Developer agrees to maintain ownership and maintenance of the main boulevard through the commercial portion of Southbridge Plat 3 included in area A as shown on the PUD Master Plan. This is the portion from Highway 169 east to the first public roadway that goes south. The roadway is currently identified as Common Place. Developer shall be responsible for the ongoing maintenance of this roadway. The roadway shall be constructed to the City's specifications for public roadways, however, due to its connection with public streets. All remaining roadways within the Development shall be dedicated and accepted by the City of Adel as public streets.

2. Improvements to Old Portland Road: Developer agrees to pave the unimproved section of Old Portland Road immediately adjacent to Southbridge Plat 3. This will be a 7" thick, 24' wide PCC rural pavement section. This obligation is made in lieu of putting 50% of the cost of a full roadway section with curb/gutter and sewer into an escrow account. This will be the Developer's full obligation of road improvements for this portion of Old Portland Road.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading Passed: _____
Second Reading Passed: _____
Third Reading Passed: _____

Passed and adopted this _____ day of _____, 2018.

James F. Peters, Mayor

ATTEST:

Jackie Steele, City Clerk

I, Jackie Steele, City Clerk of the City of Adel, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Adel on the _____ day of _____, 2018 and was published in the _____, a newspaper of general circulation in the said City of Adel on the _____ day of _____, 2018.

Jackie Steele, City Clerk



OWNER/DEVELOPER
 CRAMER & ASSOCIATES
 3100 BROOKSIDE DRIVE
 GRIMES, IA 50111
 CONTACT: ROBERT CRAMER

ENGINEER / SURVEYOR
 CIVIL DESIGN ADVANTAGE, LLC
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PH: 515-369-4400
 CONTACT: DOUG MANDERNACH

ZONING
 EXISTING: A-1 AGRICULTURAL
 PROPOSED: SOUTHBRIDGE PUD

SITE ADDRESS
 HWY 169, 302ND PLACE

BULK REGULATIONS

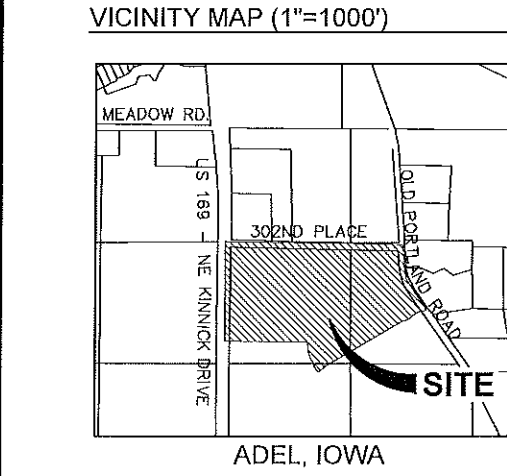
AREA 'A' C-3 ZONING EXCEPT:
 SOUTHBRIDGE DRIVE
 MIN. FRONT YARD SETBACK = 0'
 ALL OTHER STREETS
 MIN. FRONT YARD SETBACK = 20'

AREA 'B' R-4 ZONING EXCEPT:
 MIN. FRONT YARD SETBACK = 25'
 MIN. GARAGE SETBACK = 25'
 MIN. REAR YARD SETBACK = 25'
 SIDE YARD SETBACK = 10' EACH SIDE (20' TOTAL)

AREA 'C' R-5 ZONING EXCEPT:
 MIN. FRONT YARD SETBACK = 25'
 MIN. GARAGE SETBACK = 25'
 MIN. REAR YARD SETBACK = 30'
 SIDE YARD SETBACK = 10' EACH SIDE (20' TOTAL)

AREA 'D' R-4 ZONING EXCEPT:
 MIN. LOT WIDTH = 45'
 MIN. LOT AREA = 3,750 S.F.
 MIN. FRONT YARD SETBACK = 15'
 MIN. GARAGE SETBACK = 20'
 MIN. REAR YARD SETBACK = 20'
 MIN. SIDE YARD SETBACK = 5' EACH SIDE (10' TOTAL)
 MIN. FLOOR AREA (EXCLUDING GARAGE & UNFINISHED BASEMENT) = 1,000 S.F.
 ATTACHED ROW TOWNHOMES ARE ALSO ALLOWED (MAX. 16 UNITS/AC.)

AREA 'E' R-4 ZONING EXCEPT:
 ELEMENTARY SCHOOL



ARCHITECTURAL REQUIREMENTS

THE INTENT IS TO CREATE BUILDING FACADES THROUGHOUT THIS DEVELOPMENT THAT ARE VARIED AND DESIGNED TO PROVIDE VISUAL INTEREST TO PEDESTRIANS AND TO ESTABLISH A UNIQUE IDENTITY FOR THE DEVELOPMENT. THE ARCHITECTURAL DESIGN OF ANY BUILDING WITHIN THIS DEVELOPMENT SHALL BE ACCEPTABLE TO THE CITY. THE ARCHITECTURE SHALL ATTEMPT TO EXPRESS A CREATIVE PRESENTATION BY CAREFUL ATTENTION TO EXTERIOR BUILDING MATERIALS AND DETAILS, USE OF WINDOW/DOOR LAYOUT, AND CHANGE IN BUILDING MASS WITHIN THE PLANE AND ROOF DESIGN TO LESSEN THE PLAINNESS OF APPEARANCE WHICH CAN BE CHARACTERISTIC OF LARGE COMMERCIAL BUILDINGS. BUILDING DESIGN, MATERIALS, TRIM, DETAILING, AND COLORS SHALL PROVIDE CONTINUITY AMONGST BUILDINGS TO UNITE ALL STRUCTURES WITHIN THE DEVELOPMENT INTO ONE PROJECT CONCEPT. ALL SIDES TO EACH BUILDING SHALL RECEIVE HIGH QUALITY MATERIALS, FINISHES, AND DETAILS (360° ARCHITECTURAL TREATMENT). THERE ARE NO "BACKS" TO A BUILDING. MATERIALS SHOULD BE DURABLE, ECONOMICALLY MAINTAINED AND OF A QUALITY THAT WILL MAINTAIN THEIR APPEARANCE OVER A PROLONGED TIME. LARGE AMOUNTS OF NATURAL MATERIALS LIKE BRICK AND STONE ARE PREFERRED.

- 50% OF ELEVATION AREA THAT IS NOT ROOF, WINDOWS OR DOORS SHALL CONSIST OF:
 - BRICK
 - STONE
 - REALISTIC VENEER
 - TEXTURED CMUS COULD BE MIXED IN WITH OTHER NATURAL MATERIALS
- TRASH ENCLOSURES, SHALL BE CONSTRUCTED OF THE SAME MATERIALS AS THE MAIN BUILDING WHICH IT SERVES. ACCESS GATES SHOULD PROVIDE 100% SCREENING OF THE INTERIOR OF THE ENCLOSURE. CHAIN LINK GATES WITH SCREENING IS SPECIFICALLY NOT ALLOWED.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW.
- ROOF LINES SHALL BE BROKEN IN ELEVATION
- WALL LINES SHOULD BE BROKEN UP TO AVOID LARGE BLANK WALLS.
- ALL BUILDINGS IN SOUTHBRIDGE PLAT 3 WILL REQUIRE WRITTEN APPROVAL FROM THE DEVELOPER.

PROPERTY DESCRIPTION

A PART OF GOVERNMENT LOTS 5, 6 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 89°00'05" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOTS 5 AND 6, A DISTANCE OF 1919.00 FEET TO THE CENTERLINE OF OLD PORTLAND ROAD; THENCE SOUTH 4°13'55" EAST ALONG SAID CENTERLINE, 251.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 477.50 FEET, WHOSE ARC LENGTH IS 254.21 FEET AND WHOSE CHORD BEARS SOUTH 20°57'02" EAST, 251.22 FEET; THENCE SOUTH 35°36'59" EAST CONTINUING ALONG SAID CENTERLINE, 264.34 FEET; THENCE SOUTH 54°23'01" WEST, 40.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.80 FEET AND WHOSE CHORD BEARS NORTH 77°46'57" WEST, 33.56 FEET; THENCE SOUTH 60°03'04" WEST, 106.71 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 21.98 FEET AND WHOSE CHORD BEARS SOUTH 34°52'07" WEST, 21.28 FEET; THENCE SOUTH 59°19'56" WEST, 70.80 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 23.11 FEET AND WHOSE CHORD BEARS SOUTH 86°31'55" WEST, 22.29 FEET; THENCE SOUTH 60°03'04" WEST, 951.34 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 51.06 FEET AND WHOSE CHORD BEARS SOUTH 23°28'47" WEST, 47.67 FEET; THENCE SOUTH 50°43'21" WEST, 64.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 4.66 FEET AND WHOSE CHORD BEARS NORTH 38°31'28" WEST, 4.66 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 57.02 FEET AND WHOSE CHORD BEARS NORTH 79°06'38" WEST, 52.31 FEET; THENCE SOUTH 60°03'04" WEST, 3.72 FEET; THENCE NORTH 29°56'56" WEST, 60.02 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 60.55 FEET AND WHOSE CHORD BEARS NORTH 13°24'57" EAST, 54.93 FEET; THENCE NORTH 29°56'56" WEST, 30.33 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 132.47 FEET AND WHOSE CHORD BEARS NORTH 18°26'55" WEST, 131.59 FEET; THENCE NORTH 89°05'20" WEST, 902.06 FEET; THENCE NORTH 00°04'14" WEST, 1134.44 FEET; THENCE SOUTH 53°33'56" WEST, 67.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 19.74 FEET AND WHOSE CHORD BEARS NORTH 70°15'33" WEST, 19.23 FEET; THENCE NORTH 29°56'56" WEST, 66.07 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 22.55 FEET AND WHOSE CHORD BEARS NORTH 4°08'25" WEST, 21.79 FEET; THENCE NORTH 29°56'56" WEST, 45.33 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 177.74 FEET AND WHOSE CHORD BEARS NORTH 14°31'06" WEST, 175.60 FEET; THENCE NORTH 05°44'43" EAST, 17.57 FEET; THENCE NORTH 89°05'20" WEST, 900.04 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH 0°04'14" WEST ALONG SAID WEST LINE, 1071.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.90 ACRES (2,173,446 SQUARE FEET) TO THE POINT OF BEGINNING AND CONTAINING 51.27 ACRES (2,233,518 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SA

DATE	REVISIONS
8-19-18	800 HWY 169 ENTRANCE SPACING
5-21-18	SECOND SUBMITTAL
4-20-18	FIRST SUBMITTAL

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

ENGINEER: GLR
 EI: JJJ

SA CIVIL DESIGN ADVANTAGE
 ADEL, IOWA

SOUTHBRIDGE PUD - DEVELOPMENT PLAN

1803.113

Resolution No. 18-36

**RESOLUTION APPROVING PRELIMINARY PLAT
FOR SOUTHBRIDGE 3 PUD**

WHEREAS, a subdivision plat for a parcel of land was submitted by Cramer and Associates; hereinafter referred to as Developer; and

WHEREAS, the Developer submitted a preliminary plat, known as Southbridge 3 PUD, located in the City of Adel; and

WHEREAS, the Developer is proposing to subdivide with both commercial and residential properties for multiple lots using a PUD; and

WHEREAS, the Planning and Zoning Commission reviewed and recommended said plat for Southbridge 3 PUD on May 23, 2018; and

WHEREAS, the members of the City Council of the City of Adel, Iowa, have reviewed and approved the preliminary plat for Southbridge 3 PUD.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Adel, Iowa, that the preliminary plat be formally approved.

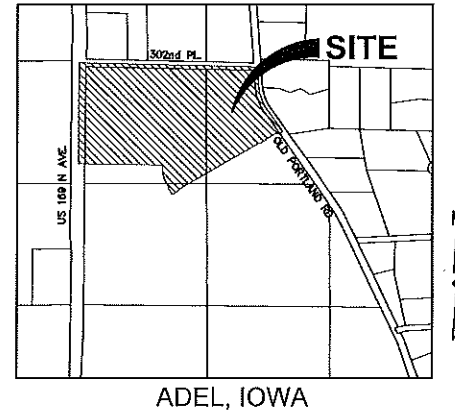
Passed and approved this _____ day of _____, 2018.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

PRELIMINARY PLAT FOR: SOUTHBRIDGE PLAT 3 ADEL, IOWA

VICINITY MAP (1"=1000')



OWNER/DEVELOPER

CRAMER & ASSOCIATES
3100 BROOKSIDE DRIVE
GRIMES, IA 50111
CONTACT: ROBERT CRAMER

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-389-4400
CONTACT: DOUG MANDERNACH

ZONING

EXISTING: A-1 AGRICULTURAL
PROPOSED: SOUTHBRIDGE PUD

DATE OF SURVEY

MARCH, 2018

COMP. PLAN LAND USE

EXISTING: COMMERCIAL/RESIDENTIAL
PROPOSED: COMMERCIAL/RESIDENTIAL

BENCHMARKS

- GPS MONUMENT 2001-14 AT SE CORNER OF COURT HOUSE
ELEV.: 890.707
- DALLAS COUNTY GPS CONTROL # G122 @ NE CORNER OF MEADOW ROAD AND HWY 169.
ELEV.: 967.70
- TEMPORARY BENCHMARK NE BURY BOLT FIRE HYDRANT AT S. END OF S. 14TH STREET.
ELEV.: 1016.66

UTILITY WARNING:

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PRELIMINARY PLAT DESCRIPTION

A PART OF GOVERNMENT LOTS 5, 8 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGEND

PROPOSED	EXISTING	EXISTING	SURVEY	FOUND	SET
GROUND SURFACE CONTOUR	GROUND SURFACE CONTOUR	CABLE TV JUNCTION BOX	SECTION CORNER	▲	△
TYPE SW-501 STORM INTAKE	SANITARY MANHOLE	CABLE TV MANHOLE/VAULT	1/2" REBAR, YELLOW CAP #18660 (UNLESS OTHERWISE NOTED)	●	○
TYPE SW-503 STORM INTAKE	WATER VALVE BOX	MAIL BOX	ROW MARKER	■	□
TYPE SW-505 STORM INTAKE	FIRE HYDRANT	BENCHMARK	ROW RAL	■	□
TYPE SW-506 STORM INTAKE	WATER CURB STOP	SOIL BORING	PLATTED DISTANCE	(P)	
TYPE SW-508 STORM INTAKE	WELL	UNDERGROUND TV CABLE	MEASURED BEARING & DISTANCE	(M)	
TYPE SW-513 STORM INTAKE	STORM SEWER MANHOLE	GAS MAIN	RECORDED AS	(R)	
TYPE SW-401 STORM MANHOLE	STORM SEWER SINGLE INTAKE	FIBER OPTIC	DEED DISTANCE	(D)	
TYPE SW-402 STORM MANHOLE	STORM SEWER DOUBLE INTAKE	UNDERGROUND TELEPHONE	CALCULATED DISTANCE	(C)	
TYPE SW-301 SANITARY MANHOLE	FLARED END SECTION	OVERHEAD ELECTRIC	CURVE ARC LENGTH	AL	
STORM/SANITARY CLEANOUT	DECIDUOUS TREE	UNDERGROUND ELECTRIC	MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION	MPE	
WATER VALVE	CONIFEROUS TREE	FIELD TILE	CENTERLINE	---	---
FIRE HYDRANT ASSEMBLY	DECIDUOUS SHRUB	SANITARY SEWER W/ SIZE	SECTION LINE	---	---
SIGN	CONIFEROUS SHRUB	STORM SEWER W/ SIZE	1/4 SECTION LINE	---	---
DETECTABLE WARNING PANEL	ELECTRIC POWER POLE	WATER MAIN W/ SIZE	1/4 1/4 SECTION LINE	---	---
SANITARY SEWER WITH SIZE	GUY ANCHOR	TRAFFIC SIGN	EASEMENT LINE	---	---
STORM SEWER	STREET LIGHT	TELEPHONE JUNCTION BOX	LOT LINE	---	---
WATERMAIN WITH SIZE	POWER POLE W/ TRANSFORMER	TELEPHONE MANHOLE/VAULT	EASEMENT LINE	---	---
	UTILITY POLE W/ LIGHT	TELEPHONE POLE	RIGHT OF WAY	---	---
	ELECTRIC BOX	GAS VALVE BOX	BUILDING SETBACK	---	---
	ELECTRIC TRANSFORMER		PLAT BOUNDARY	---	---
	ELECTRIC MANHOLE OR VAULT				

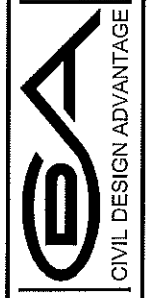
THE 2018 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTAL SPECIFICATIONS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.



FILE: H:\2018\1803.113\1803.113-PRE PLATING
 P.L.E. DATE: 6/19/18
 DATE PLOTTED: 6/19/2018 2:48 PM
 COMMENT: DMC
 DESIGNED BY: DOUG MANDERNACH

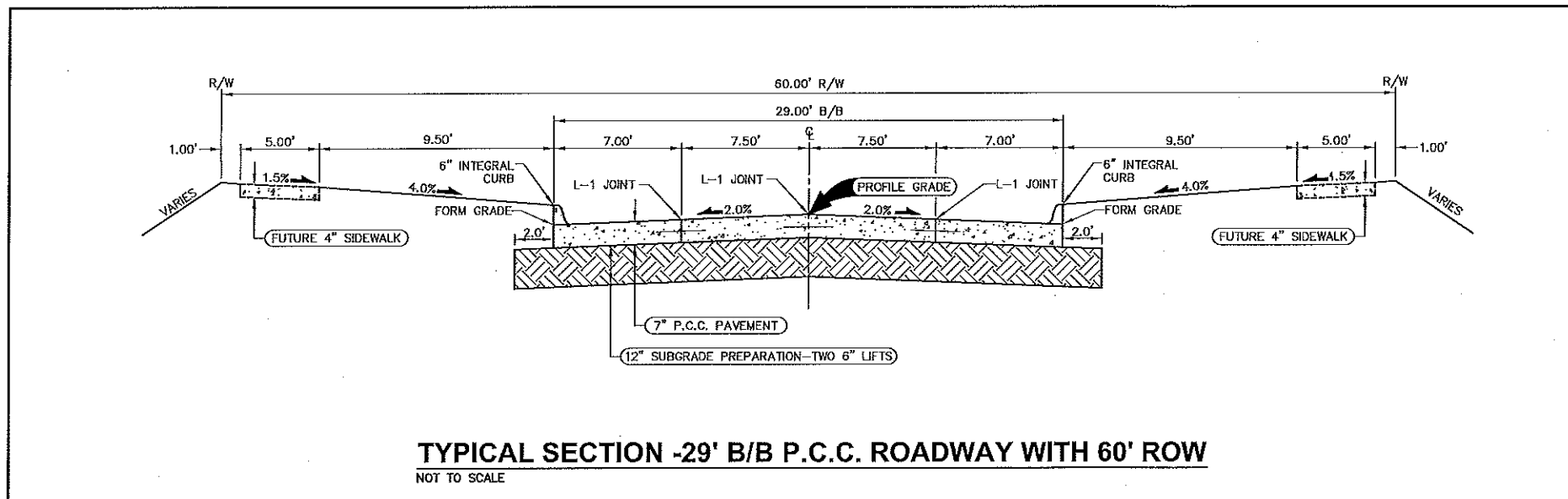
REVISIONS	DATE
900 HWY 169 ENTRANCE SPACING	6-19-18
SECOND SUBMITTAL	5-27-18
FIRST SUBMITTAL	4-29-18

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 389-4400 FAX: (515) 389-4410
ENGINEER: JEN
EI: ACJ

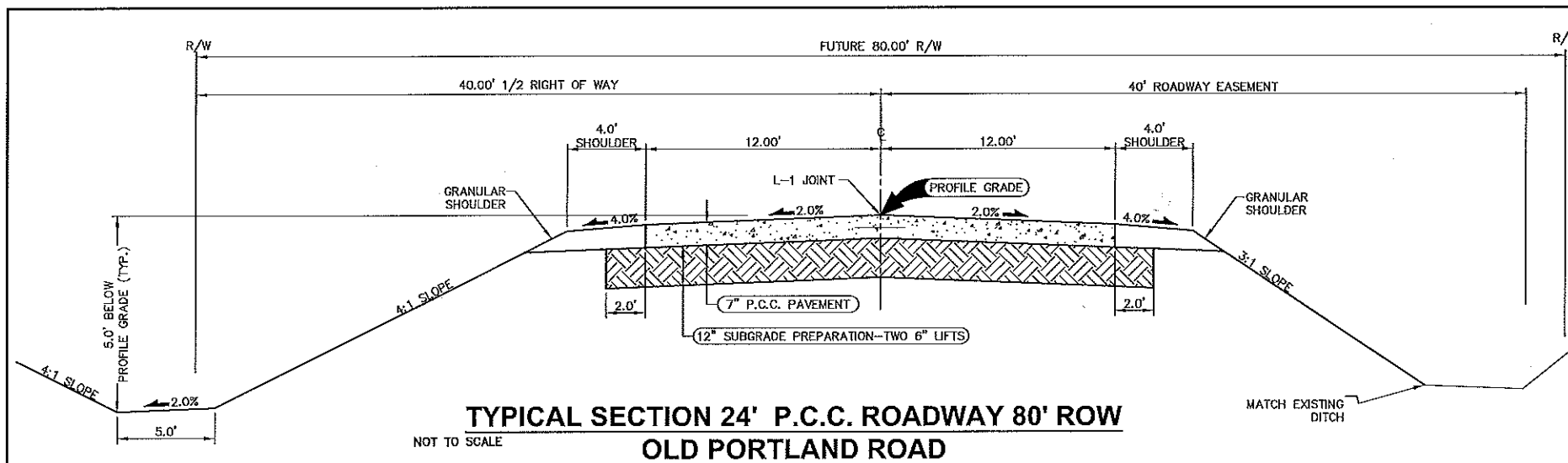


ADEL, IOWA

SOUTHBRIDGE PLAT 3
PRELIMINARY PLAT



TYPICAL SECTION -29' B/B P.C.C. ROADWAY WITH 60' ROW
NOT TO SCALE



TYPICAL SECTION 24' P.C.C. ROADWAY 80' ROW
NOT TO SCALE
OLD PORTLAND ROAD

GENERAL NOTES

1. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.

UTILITY CONTACTS:

TELEPHONE CENTURY LINK DUSTIN WITHERS 2103 E. UNIVERSITY AVENUE DES MOINES, IA 50317 (515) 283-7202	GAS MIDAMERICAN ENERGY JIM HOWARD 4845 NE 22ND STREET DES MOINES, IA 50313 (515) 242-3914	ELECTRIC MIDAMERICAN ENERGY HOLLY CONAWAY 4845 NE 22ND STREET DES MOINES, IA 50313 (515) 242-3902
---	---	---

CABLE
MEDIACOM
MIKE PROBST
2205 INGERSOLL AVENUE
DES MOINES, IA 50312
(515) 246-2253

2. THE CONTRACTOR SHALL NOTIFY THE CITY OF ADEL AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING HIS EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN ALL SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT. INCLUDING STAGING OF CONSTRUCTION DETAILS.
5. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
6. THE CONTRACTOR MAY BE REQUIRED AS DIRECTED BY THE ENGINEER OR THE CITY, TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY. THIS SHALL BE CONSIDERED INCIDENTAL.
7. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE PROPOSED AND EXISTING RIGHT OF WAY, CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS.
8. THE CONTRACTOR IS REQUIRED TO BE FAMILIAR WITH AND COMPLY WITH OSHA STANDARDS. NOTHING WITHIN THESE PLANS SHALL RELIEVE THE CONTRACTOR OF THIS REQUIREMENT.
9. CIVIL DESIGN ADVANTAGE WILL PROVIDE ALL CONSTRUCTION STAKING ON THIS PROJECT. NOTIFY MIKE BROONER (369-4400) A MINIMUM OF 48 HOURS BEFORE CONSTRUCTION STAKES ARE REQUIRED.
10. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES REQUIRED ON THE STORM WATER POLLUTION PREVENTION PLAN.

TRAFFIC CONTROL NOTES

ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.

THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.

SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES. SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS ROUTE THROUGH CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL, CHAPTER 12A-4.

THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.

ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.

ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

REVISIONS	DATE
FIRST SUBMITTAL	4-20-18
SECOND SUBMITTAL	5-21-18
	6-19-18

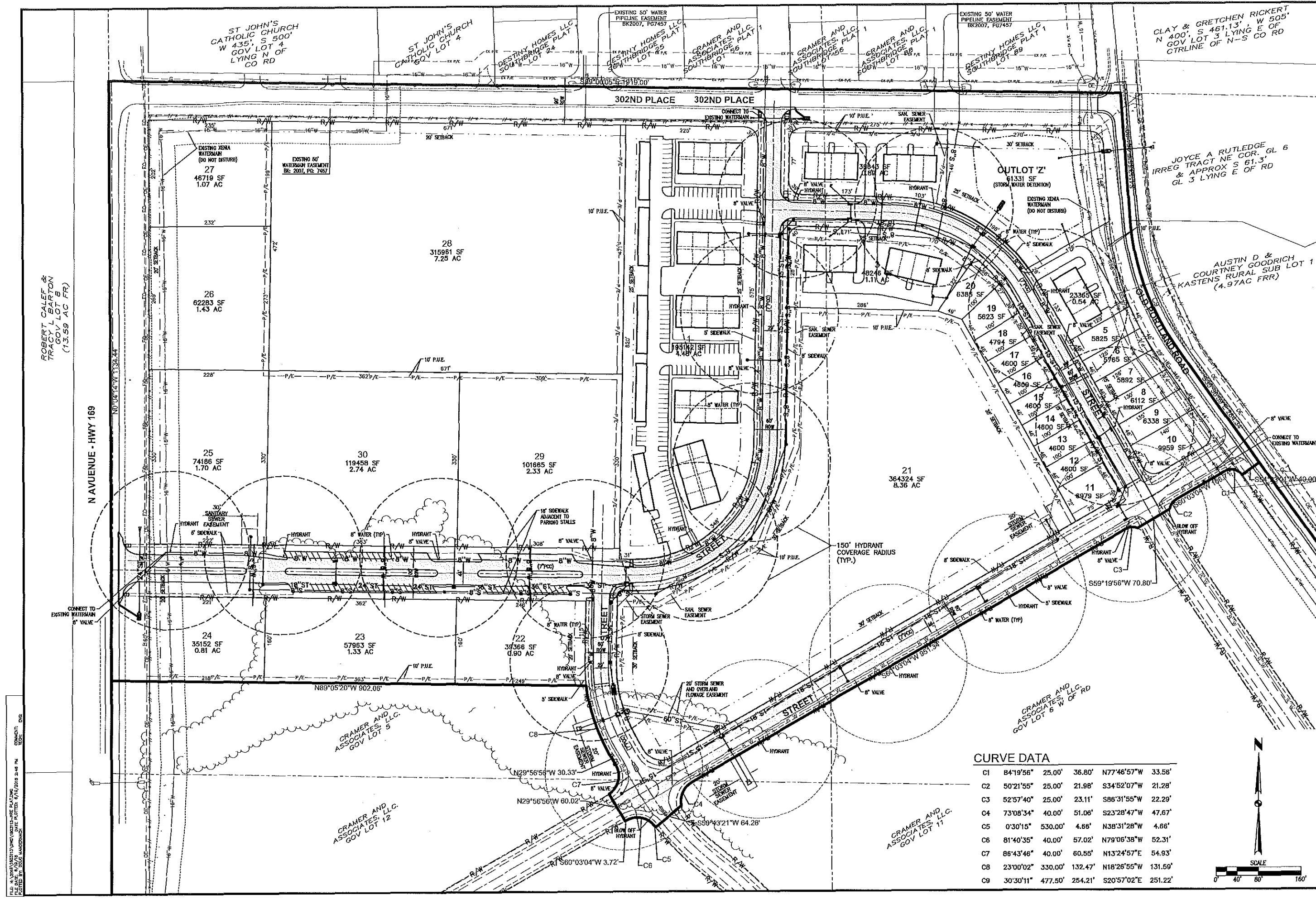
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GRIMES, IOWA 50111
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ENGINEER: JUN EI: ACJ



CIVIL DESIGN ADVANTAGE
ADEL, IOWA

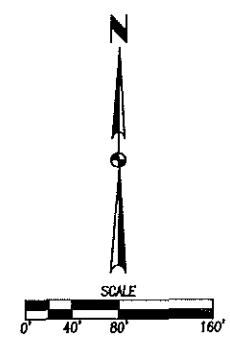
SOUTHBRIDGE PLAT 3
PRELIMINARY PLAT

FILE: H:\CONTRACTS\2018\1803-113\3-SOUTHBRIDGE PLAT 3.DWG
DATE PLOTTED: 6/19/2018 2:48 PM
PLOTTER: HP PLOTTER
PLOTTER DRIVER: HP PLOTTER DRIVER



CURVE DATA

C1	84°19'56"	25.00'	36.80'	N77°46'57"W	33.56'
C2	50°21'55"	25.00'	21.98'	S34°52'07"W	21.28'
C3	52°57'40"	25.00'	23.11'	S86°31'55"W	22.29'
C4	73°08'34"	40.00'	51.06'	S23°28'47"W	47.67'
C5	0°30'15"	530.00'	4.66'	N38°31'28"W	4.66'
C6	81°40'35"	40.00'	57.02'	N79°06'38"W	52.31'
C7	86°43'46"	40.00'	60.55'	N13°24'57"E	54.93'
C8	23°00'02"	330.00'	132.47'	N18°26'55"W	131.50'
C9	30°30'11"	477.50'	254.21'	S20°57'02"E	251.22'



3 SOUTHBRIDGE PLAT 3 PRELIMINARY PLAT 4

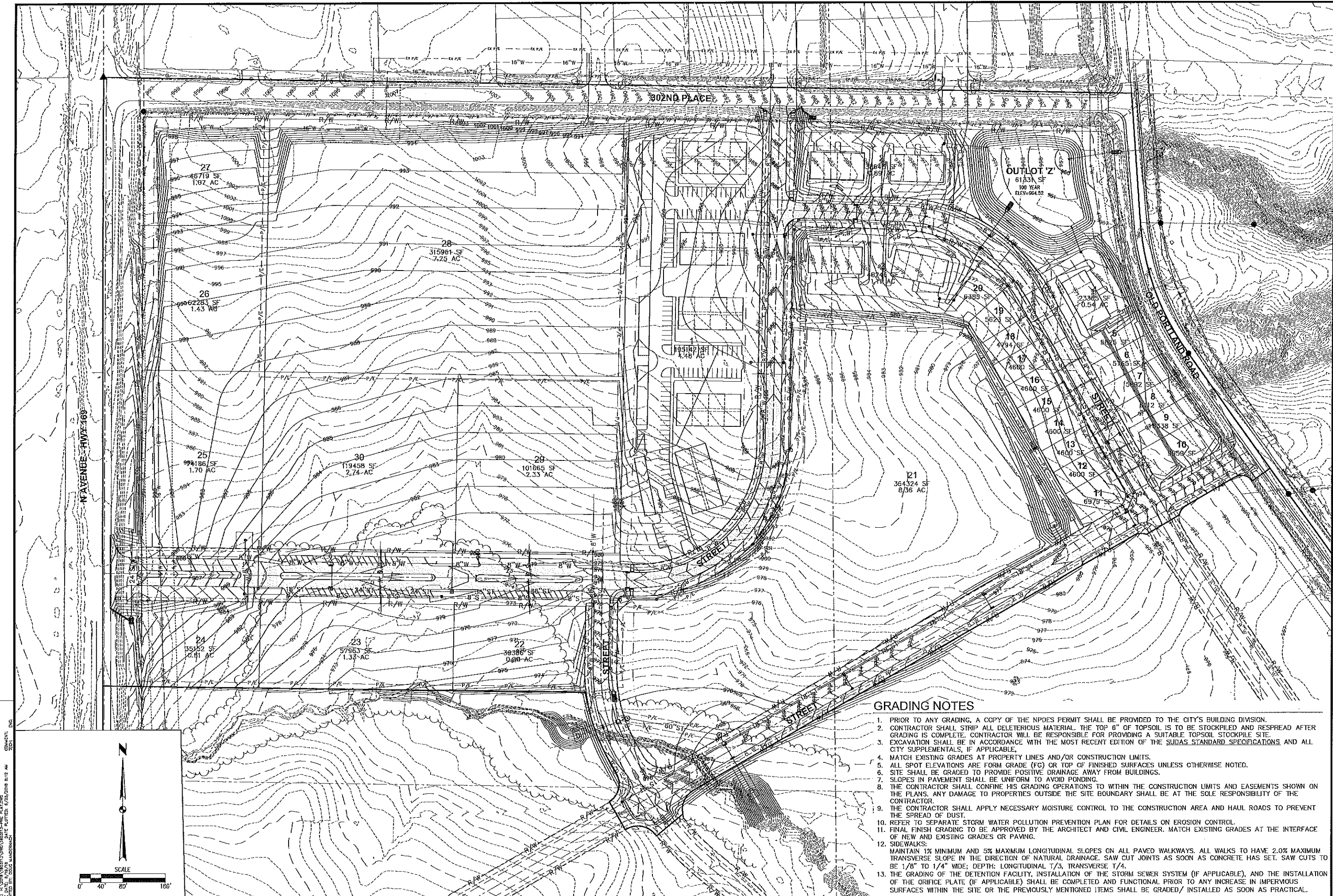
1803.113

DATE: 8-15-18
 REVISIONS: 5-27-18
 900 HWY 169 ENTRANCE SPACING
 SECOND SUBMITTAL
 FIRST SUBMITTAL

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

ADEL, IOWA
 CIVIL DESIGN ADVANTAGE
 EASA

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.



REVISIONS	DATE
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SECOND SUBMITTAL	5-21-18
FIRST SUBMITTAL	4-23-18

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 ENGINEER: JUN EI: ACJ



ADEL, IOWA

SOUTHBRIDGE PLAT 3
PRELIMINARY PLAT

FILED IN 2018 VANDERKAM, BRADY & ASSOCIATES, INC. PLANNING
 DATE PLOTTED: 6/28/2018 8:12 AM
 COMMENT: DSC

- GRADING NOTES**
1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
 2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
 3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
 4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
 5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
 6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
 7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
 8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
 10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
 11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
 12. SIDEWALKS:
 MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
 13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.

ORDINANCE NO. 329

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, IOWA, 2013, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY LIMITS OF ADEL, IOWA, FROM ITS CURRENT CLASSIFICATION OF R-3 (SINGLE FAMILY RESIDENTIAL – LOW DENSITY) TO R-1 (SINGLE FAMILY RESIDENTIAL – HIGH DENSITY), AND PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF ADEL, IOWA, TO REFLECT SAID CHANGE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

Section 1. **PURPOSE.** The Code of Ordinances of the City of Adel, Iowa (2013) is amended by changing the zoning classification of the following described real property, from its current classification of R-3 (Single Family Residential – Low Density) to R-1 (Single Family Residential – High Density) to be named Brickyard Summit:

Peak Development for Parcel #11-30-277-003 (21.09 acres)

Legal Description:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEASTQUARTER OF SECTION 30, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., CITY OF ADEL, DALLAS COUNTY, IOWA EXCEPT STREET RIGHT-OF-WAY AS SHOWN CONTAINING 19.52 ACRES.

PROPERTY DESCRIBED AS THE NORTH 18 RODS OF THE SOUTH 30 ROD OF THE WEST ROD OF THE WOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., CITY OF ADEL, DALLAS COUNTY, IOWA CONTAINING 1.90 ACRES.

The Zoning Administrator is directed to amend the Official Zoning Map to indicate said changes.

Section 2. **REPEALER.** All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

Section 3. **SEVERABILITY.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. **WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law, whichever shall later occur.

Passed and approved by the Adel City Council this ____ day of _____, 2018.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

1st Reading _____

2nd Reading _____

3rd Reading _____

I certify that the foregoing was published as Ordinance No. 329 in the Dallas County News on the ___ day of _____, 2018.

Jackie Steele, City Clerk



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

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

Minutes for June 14, 2017 Public Hearing Meeting

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

Full Recorded minutes are available at City Hall

Respectfully
Steve Nichols



The Adel Planning and Zoning meet at City Hall on Wednesday, January 10, 2018
At 6:00 PM.

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

Minutes for January 10, 2018 Public Hearing Meeting

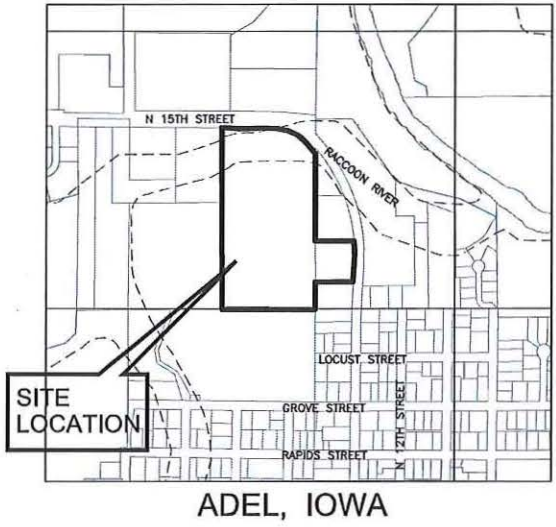
- I. **Discussion / Possible Action on the Request by Peak Development to rezone 21.09 acres, Parcel ID # 1130277003 from the current zoning R-3 Single Family Residential District (low density) to R-1 Single Family Residential District (high density).** *Erin Ollendike from CDA present a conceptual plat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

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

Full Recorded minutes are available at City Hall

Respectfully
Steve Nichols

VICINITY MAP
NOT TO SCALE



OWNER

PEAK DEVELOPMENT
CONTACT: TRAVIS M. SISSON
5700 UNIVERSITY AVE, SUITE 220
WEST DES MOINES, IOWA 50266
PHONE: (515) 453-8502

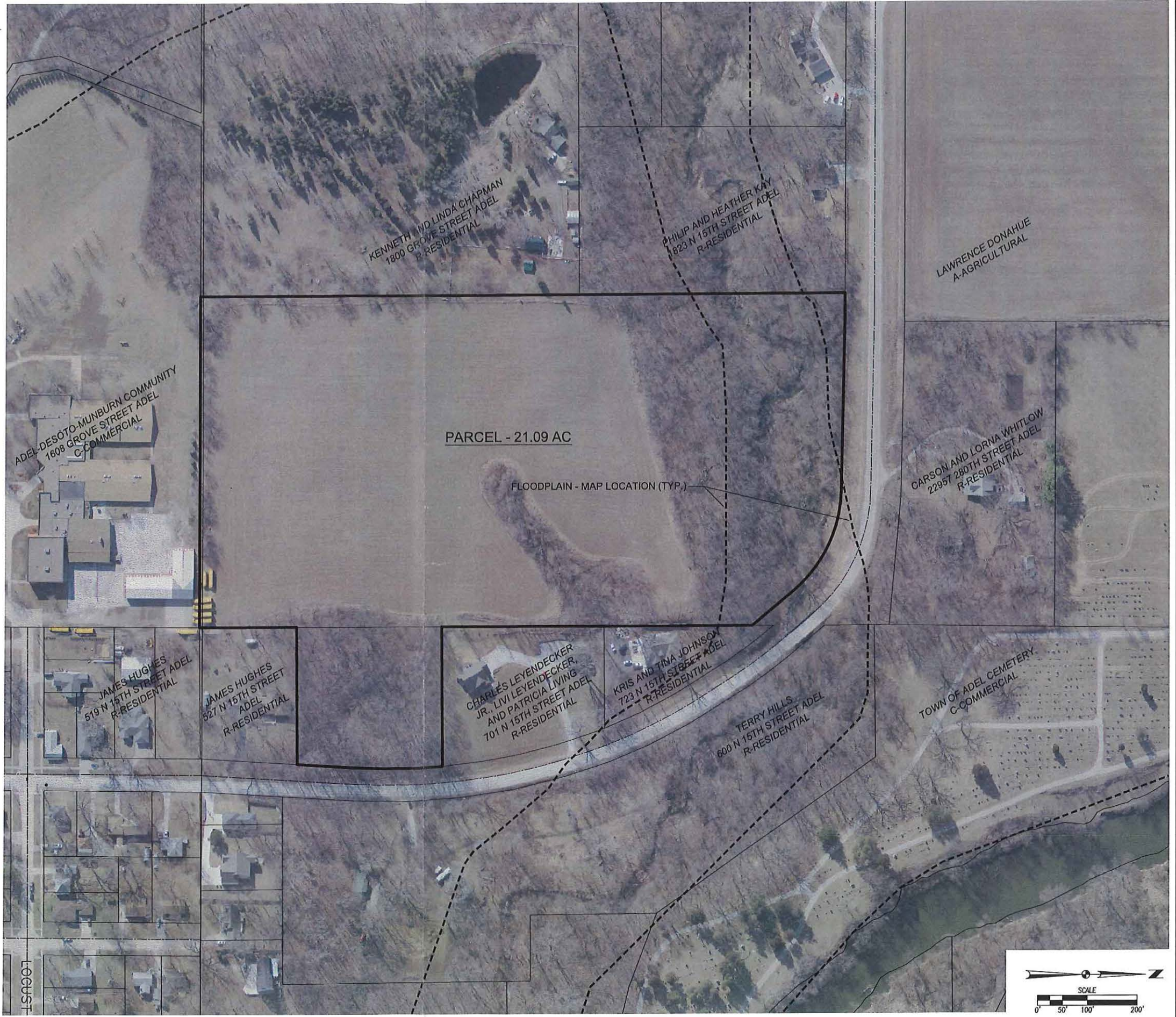
ZONING

EXISTING: R-3 - LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT
PROPOSED: R-1 (HIGH DENSITY) SINGLE-FAMILY RESIDENTIAL DISTRICT

REZONING DESCRIPTION

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., CITY OF ADEL, DALLAS COUNTY, IOWA EXCEPT STREET RIGHT-OF-WAY AS SHOWN CONTAINING 19.52 ACRES.

PROPERTY DESCRIBED AS THE NORTH 18 RODS OF THE SOUTH 30 ROD OF THE WEST 17 ROD OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., CITY OF ADEL, DALLAS COUNTY, IOWA CONTAINING 1.90 ACRES.



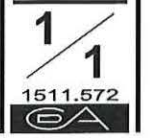
DATE	REVISIONS
05/17/17	FIRST SUBMITTAL

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



ADEL, IOWA

**BRICKYARD SUMMIT
REZONING EXHIBIT**



FILE: H:\2017\1511572\1511572-REZONING.DWG
DATE PLOTTED: 5/18/2017 1:33 PM
COMMENTS: EKO
CUST: BLDG DEPT



BRICKYARD SUMMIT

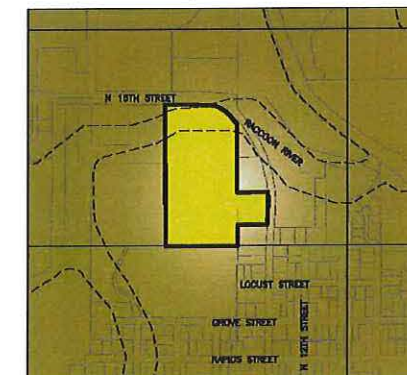
ADEL, IOWA

DEVELOPER:



CONTACT
TRAVIS M. SISSON
515-453-8502

VICINITY MAP



THE ADEL



FRONT ELEVATION



LOWER FLOOR

MAIN FLOOR

UPPER FLOOR



MAIN FLOOR: 1,094 SQ. FT.
 LOWER FLOOR: 770 SQ. FT.
 UPPER FLOOR: 436 SQ. FT.
 TOTAL : 2,300 SQ. FT.



515-225-4817



© Imprint Architects
 515-965-5336

THE BRICKYARD



FRONT ELEVATION



LOWER FLOOR

MAIN FLOOR

UPPER FLOOR



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



515-225-4817



© 2008 IMPRINT
 515-965-5336

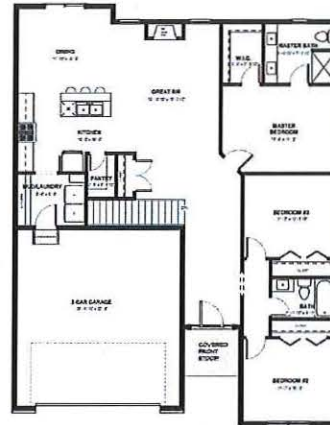
THE SUMMIT



FRONT ELEVATION



LOWER FLOOR



MAIN FLOOR



MAIN FLOOR: 1,548 SQ. FT.
 LOWER FLOOR: 806 SQ. FT.
 TOTAL : 2,354 SQ. FT.



515-225-4817



© Inprint Architects

515-965-5336

PLAT MAP

BRICKYARD SUMMIT
ADEL, IOWA

DEVELOPER:
PEAK
DEVELOPMENT CORPORATION

CONTACT
TRAVIS M. SISSON
515-453-8502

VICINITY MAP

CIVIL DESIGN ADVANTAGE
GA

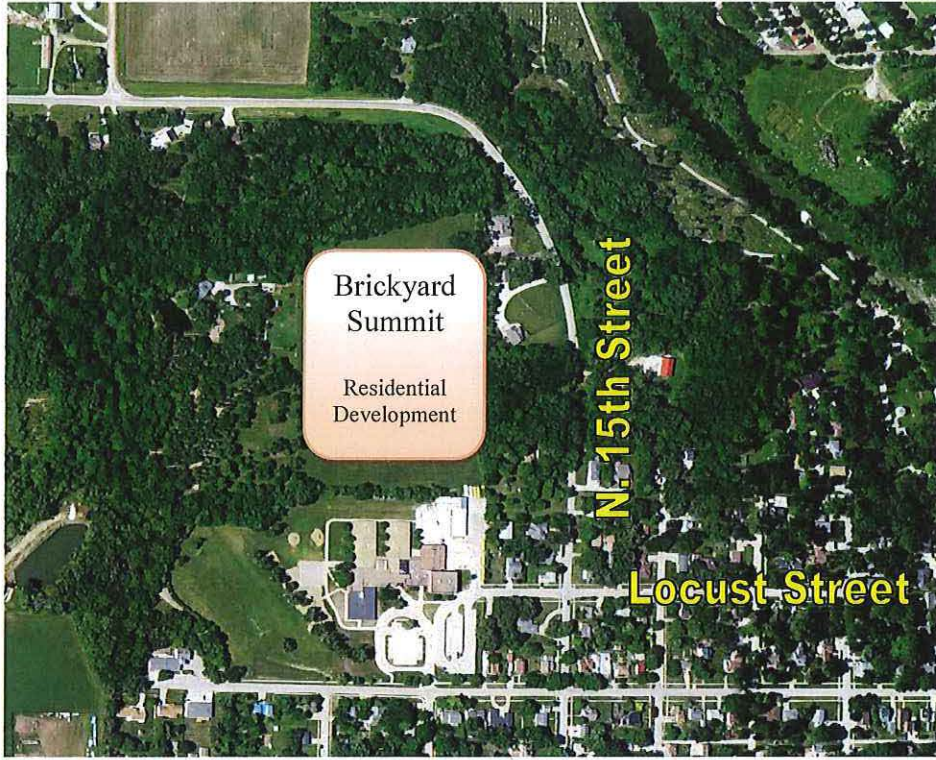
LOT NUMBER	LOT SIZE (SF)	LOT SIZE (AC)	LOT WIDTH	TYPE
1	20,417 SF	.47 ACRES	84'-0"	FLAT
2	13,329 SF	.31 ACRES	65'-0"	FLAT
3	10,889 SF	.25 ACRES	65'-0"	FLAT
4	9,446 SF	.22 ACRES	65'-0"	FLAT
5	8,837 SF	.20 ACRES	65'-0"	FLAT
6	8,874 SF	.20 ACRES	65'-0"	FLAT
7	9,038 SF	.21 ACRES	65'-0"	DAYLIGHT
8	16,261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

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



**TRAFFIC IMPACT ANALYSIS
BRICKYARD SUMMIT RESIDENTIAL DEVELOPMENT
ADEL, IOWA**

*Prepared by:
Veenstra & Kimm, INC.*



*Prepared for: Peak Development Corporation
Submitted to: City of Adel
April 19, 2018
Revised June 12, 2018*

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Date:

6-12-2018

Leland J. Belding, III., P.E.

Iowa License No. 15046

My license renewal date is December 31, 2019

Parts covered by this seal: ALL



1. Introduction

Veenstra & Kimm, Inc. has completed a traffic impact study associated with the development of a parcel located in the northwest quadrant of the City of Adel, Iowa adjacent to N. 15th Street. The Brickyard Summit development is being proposed by Peak Development Corporation.

The proposed development is for 50 single family lots with an inner loop street. There is a single connection to N. 15th Street approximately 640 feet north of Locust Street. See Appendix A for the Lot Exhibit.

The purpose of this report is to show the existing traffic volumes and the impact on the N. 15th Street of the new development.

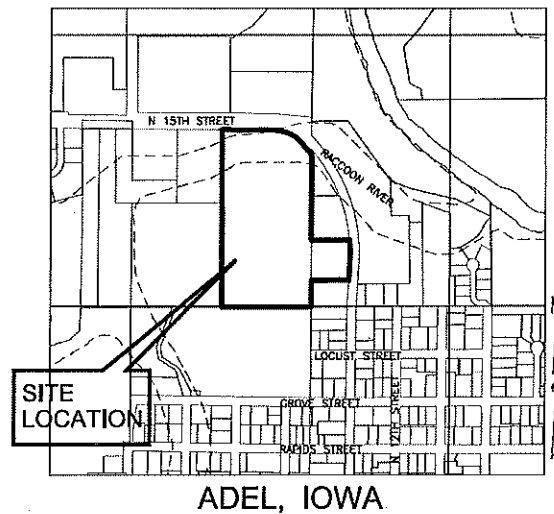


Figure 1 – Location Map

2. Analysis of Existing Conditions

Study Area

The area of the proposed development is currently assessed as agricultural land and zoned as R-3, Low Density Single-Family Residential. The total area is 21.09 acres.

The Adel Elementary school is located south of the property and west of the intersection of Locust Street & N. 15th Street. According to the ADM Elementary school student handbook, the typical school hours are:

7:55 am	Bus Students Arrive
8:15 am	Classes begin
3:20 pm	Bus Students Dismissed
3:25 pm	Town Students Dismissed

The adjacent two lane rural section road is N. 15th Street. It is 24 feet wide and has a posted speed limit of 25 miles per hour. The road is a minor arterial entering the town from the northwest and has multiple residential driveways connecting to the road.



Figure 2 – Existing N. 15th Street looking north at proposed entrance



Figure 3 – Existing N. 15th Street looking south at proposed entrance

Data Collection

Veenstra & Kimm, Inc. completed traffic counts at the intersection of Locust Street & N. 15th Street on Tuesday, April 10, 2018, from 7am-9am and 3pm-6pm. The location and times were chosen to record the start and ending of the school day as well as traffic on N. 15th Street. See Appendix B for the Traffic Count Data.

The school drop off and pick up traffic is significant enough to influence the peak hours of traffic on N. 15th Street. The peak hours are:

- AM 7:15 am – 8:15 am (8:00-8:15 peak 15 min)
- PM 3:30 pm – 4:30 pm (3:45-4:00 peak 15 min)

Accident Data

The Iowa Department of Transportation maintains a database of traffic accidents in the state. This database is accessible through the internet based software Saver. According to the data, there have been two accidents on N. 15th Street, north of Locust Street in the last 10 years. One was an animal hit and the other was a loss of control due to weather.

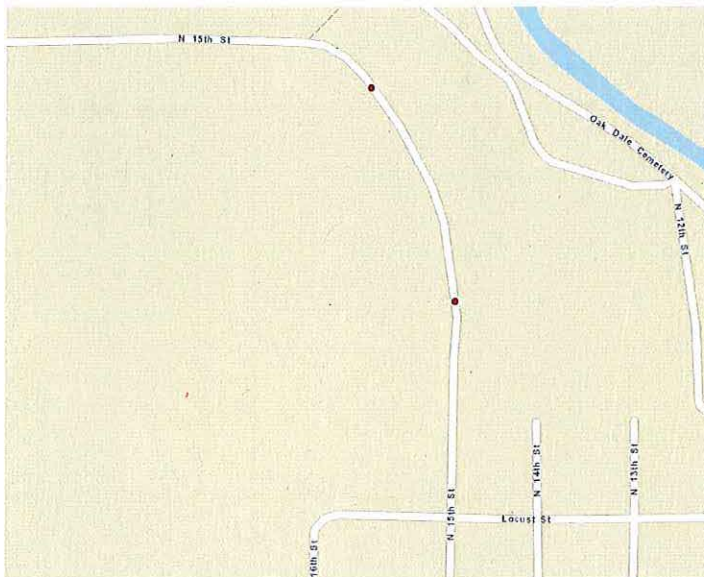


Figure 4 – Accident Map 2008-2018

Operational Analysis

The intersection of Locust Street & N. 15th Street was analyzed using the traffic modeling software Synchro which generated Highway Capacity Manual reports for the existing intersection. Intersections are graded based on the level of delay experienced by the vehicles. The grades are referred to as Level of Service (LOS) and are graded like school with LOS A being the best and LOS F failing. A LOS of C is acceptable.

The intersection of Locust Street & N. 15th Street operates at a LOS of A for all approaches for both the AM and PM peak hours. The intersection delay is 7.9 seconds for the AM Peak and 7.6 seconds for the PM Peak.

See Appendix D for the Existing Traffic Highway Capacity Reports.

3. Proposed Development

The proposed development will be a 50 lot single family residential development. There will be an inner loop street and a single connection to N. 15th Street. The development is ITE Trip Generation Manual Code 210, Residential, Single-Family. The development traffic is all new trips with no pass-by trips. See Appendix A for the Lot Exhibit. The concept plan is also shown in Figure 5.

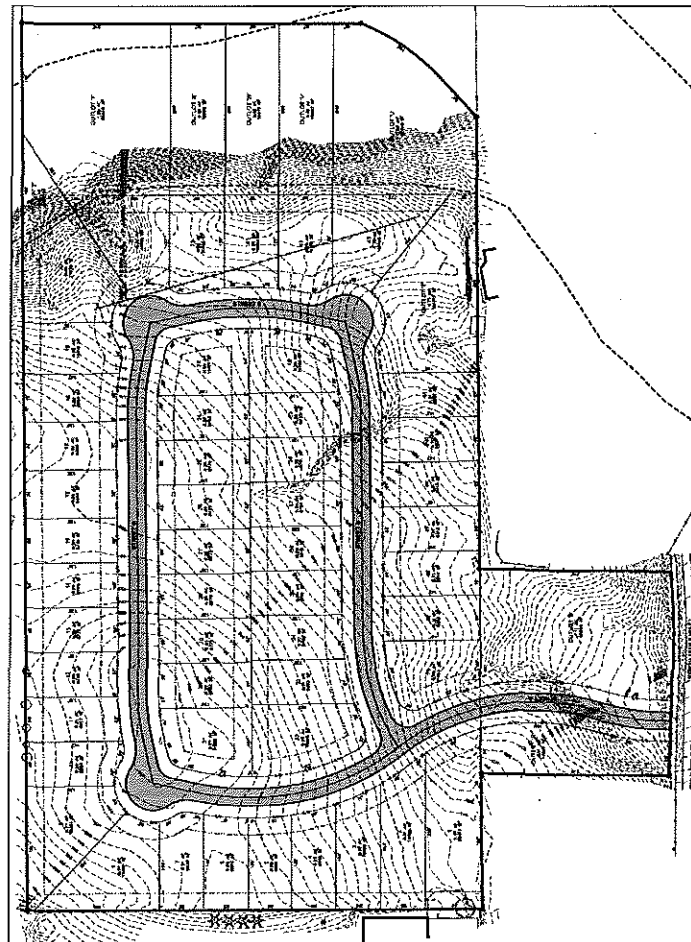


Figure 5 – Proposed Development

4. Trip Generation

The Institute of Transportation Engineers (ITE) Trip Generation Manual was used to estimate the peak hour trip volumes.

Table 1 - Developed Trip Generation Figures

ITE	Land Use	Weekday Average Daily Trips			
		*	Enter	Exit	Total
210	SFHOUSE 1		238	238	476
	50 Dwelling Units				
Unadjusted Volume			238	238	476
Internal Capture Trips			0	0	0
Pass-By Trips			0	0	0
Volume Added to Adjacent Streets			238	238	476

Total Weekday Average Daily Trips Internal Capture = 0 Percent

ITE	Land Use	Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic				
		*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		10	28	38		32	18	50
	50 Dwelling Units								
Unadjusted Volume			10	28	38		32	18	50
Internal Capture Trips			0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0
Volume Added to Adjacent Streets			10	28	38		32	18	50

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Trip Distribution

The new trips were distributed across the network using the existing directional distributions. The new trips are added to the existing volumes to get the developed traffic volumes. See Appendix C for the Traffic Forecast and Trip Distribution Calculations.

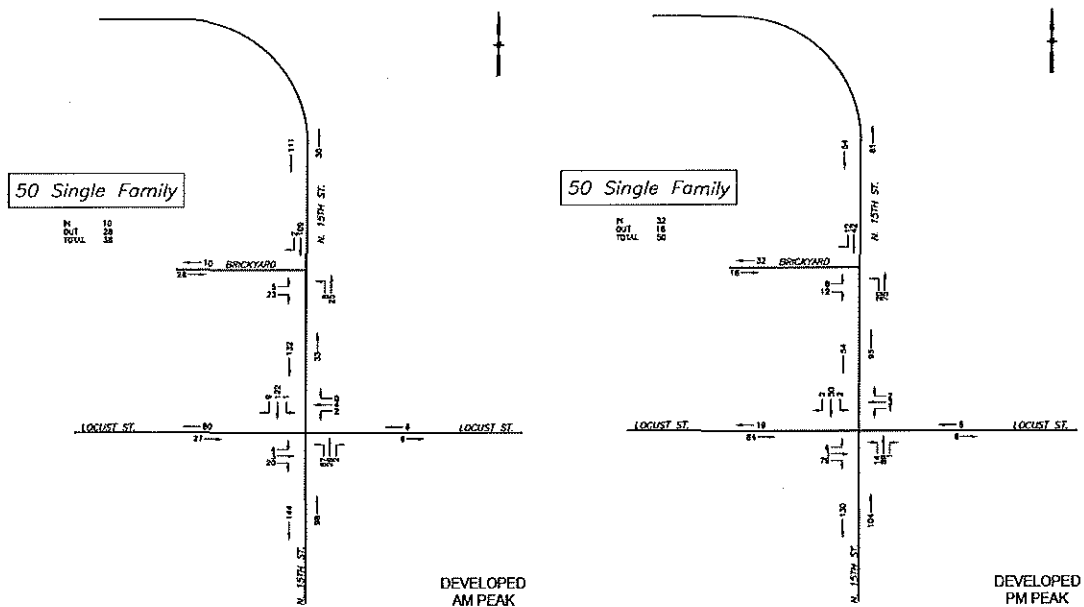


Figure 6 – Developed Trip Distribution

5. Analysis of Future Conditions

Operational Analysis

The intersection of Locust Street & N. 15th Street operates at a LOS of A for all approaches for both the AM and PM peak hours. The intersection delay is 8.0 seconds for the AM Peak and 8.1 seconds for the PM Peak.

The new intersection for the Brickyards Summit development operates at a LOS A for all approaches for both the AM and PM peak hours. The intersection delay is 1.8 seconds for the AM Peak and 1.9 seconds for the PM Peak.

See Appendix E for the Developed Traffic Highway Capacity Reports.

Intersection Sight Distance

The proposed access is located approximately 640 feet north of Locust and approximately 75 feet south of the beginning of a curve. There trees adjacent to the right-of-way and the land rises to the east. With a posted speed of 25 mph and a stop sign on the new connection, the AASHTO "Green" Book table 9-6 recommends the following distances:

Stopping Site Distance (N. 15 th St)	200ft
Intersection Site Distance (Left Turn from Drive)	335ft

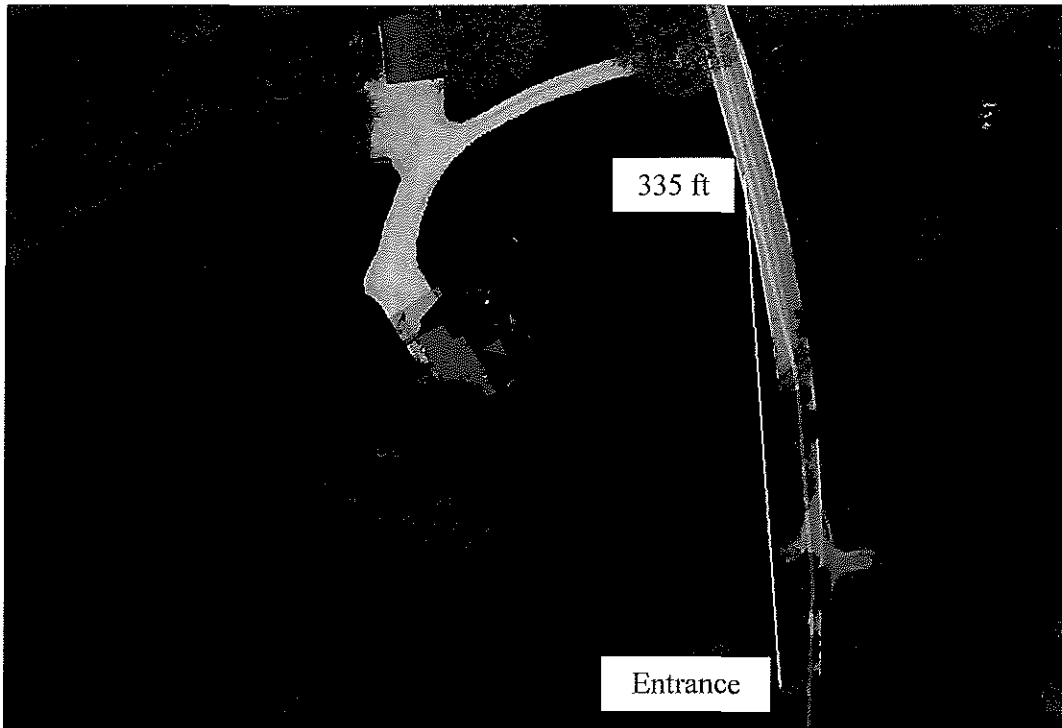


Figure 7 – Intersection Site Distance

The entrance meets the sight distance requirements for both the Stopping Sight Distance (the distance required to see an object and stop before hitting it) and Intersection Sight Distance (the distance required to see an approaching vehicle and from a stop, make a left turn without being hit). Note: there may need to be some selective trimming of trees within the right-of-way.

Vertical Sight Distance

The vertical line of site is shown in Figure 7a. The profile was generated using the 2ft Lidar data from Dallas County. The driveway location exceeds the required distances for both Intersection Sight Distance and Stopping Sight Distance.

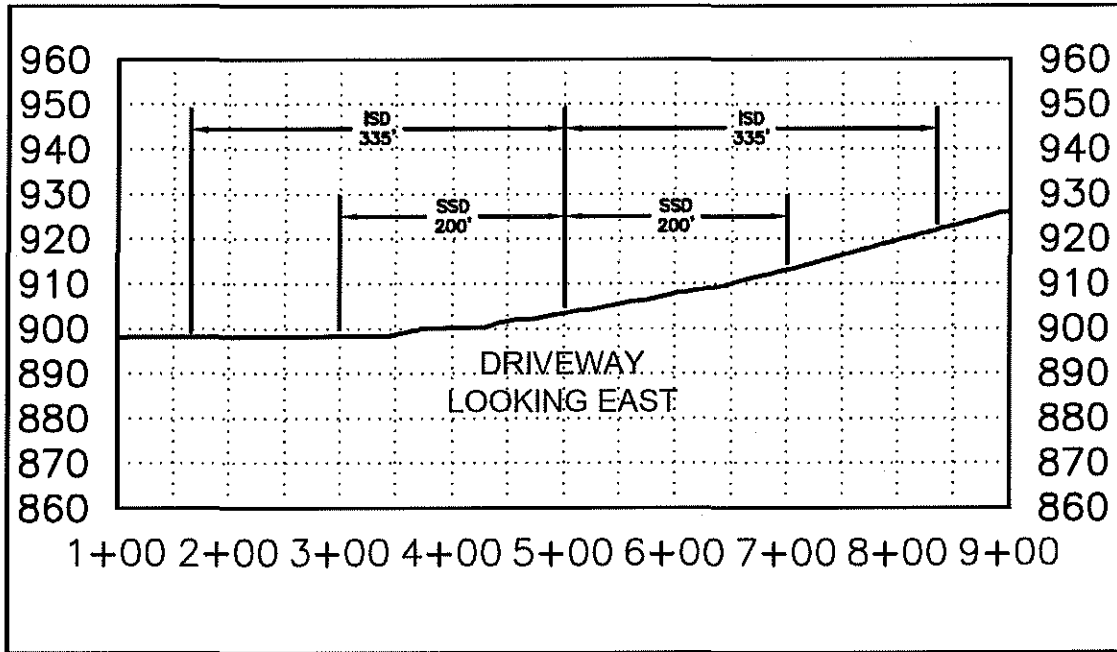


Figure 7a – Vertical line of site

Left Turn Lane Warrant

A 2013 report from the National Cooperative Highway Research Program, NCHRP Report 745 Left-Turn Accommodations at Unsignalized Intersections, provides additional recommendations for the planning of left turn lanes. The warrant table developed in the report uses a benefit-cost approach which incorporates additional factors beyond Level of Service such as accident reduction, driver costs due to delay, and construction costs versus accident costs.

The development would have a three-leg intersection with the following volumes:

NBLT PM	20 vehicles for peak hour
Intersection Total	149 vph
Lane Total (2-lanes)	75 vphpl
Warrant not met	

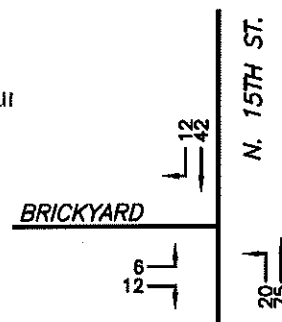


Figure 8 – PM Peak Hour Intersection Volumes

Table 2 - Left Turn Lane Warrant Analysis Urban

Left-Turn Lane Peak-Hour Volume (veh/hr)	Three-Leg Intersection, Major Urban and Suburban Arterial Volume (veh/hr/ln) That Warrants a Left-Turn Lane	Four-Leg Intersection, Major Urban and Suburban Arterial Volume (veh/hr/ln) That Warrants a Left-Turn Lane
5	450	50
10	300	50
15	250	50
20	200	50
25	200	50
30	150	50
35	150	50
40	150	50
45	150	< 50
50 or More	100	< 50

From NCHRP Report 745 Table 3

Future Growth

The background traffic on N. 15th Street as recorded by the Iowa DOT show there has been an approximate 30% reduction in trips from 2000-2016. There was a slight growth of 30 vehicles between 2012 and 2016. Since existing and projected volumes are low and there has been a general decline in traffic, no future growth analysis was conducted.

N. 15th St	
YEAR	AADT
2000	1,420
2004	1,270
2008	1,130
2012	1,030
2016	1,090
Rate	-30%

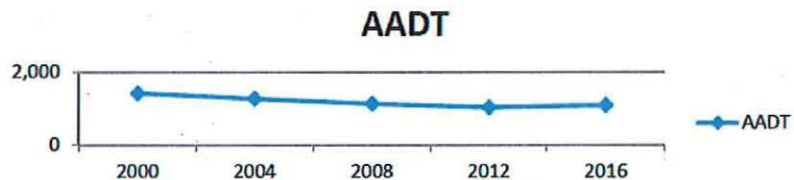


Figure 9 – AADT 2000-2016 from Iowa DOT Maps

6. Conclusion & Recommendation

Conclusion

The proposed development of the Brickyard Summit will have little operational impact on the adjacent streets. The existing volumes are operating at a LOS A for the AM and PM peak hours and the delay is low. The school drop off and pick up occur mostly within a 15 minute period during the peak hours.

The new development of 50 residential lots generates a total of 38 trips for the AM Peak and 50 trips for the PM Peak. This works out to approximately one car every two minutes in the morning and one car a minute in the afternoon split between entering and existing. Now, it is understood these trips are not evenly distributed throughout the hour, but this does give a feel for the actual increase in traffic.

The intersection maintains a LOS A and the increase in delay is approximately 0.1 seconds. The new intersection only adds 1.8 seconds to the northbound traffic and the remainder of the calculated delay is at the stop sign for the exiting development traffic.

The proposed access meets both the Stopping Sight Distance and the Intersection Sight Distance based on terrain. There may need to be some selective tree clearing in the right-of-way. Also, the proposed access does not meet the warrant for a left turn lane.

There are no improvements necessary for the adjacent road network.

Recommendations

It is recommended to approve the concept plan as submitted because the additional traffic generated has virtually no impact on the operation of the existing road network.

APPENDIX – A

Site Information



1/1
1511-572

BRICKYARD SUMMIT
LOT EXHIBIT

CD
ADEL, IOWA CIVIL DESIGN ADVANTAGE

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

REVISIONS	DATE

TECH: PREPARED: 01/12/16

APPENDIX – B
Traffic Count Data

Intersection Peak Hour

07:15 - 08:15

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	1	101	7	2	4	0	67	23	2	2	3	20	232
Factor	0.25	0.90	0.58	0.50	0.50	0.00	0.76	0.57	0.50	0.50	0.75	0.56	0.89
Approach factor	0.91			0.75			0.85			0.57			

Peak Hour Vehicle Summary

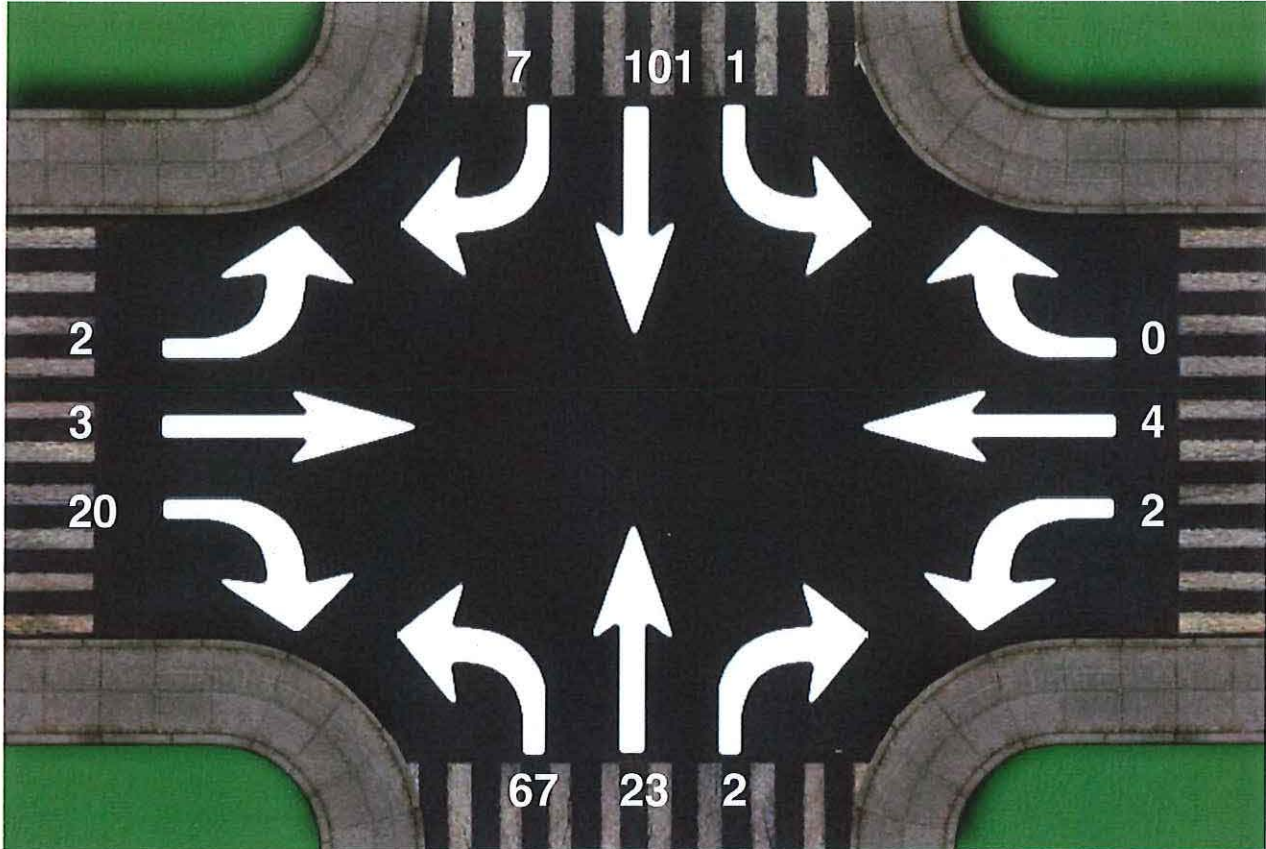
Vehicle	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Car	1	99	6	2	3	0	58	22	2	1	2	10	206
Truck	0	2	1	0	1	0	9	1	0	1	1	10	26

Peak Hour Pedestrians

	NE			NW			SW			SE			Total
	Left	Right	Total	Left	Right	Total	Left	Right	Total	Left	Right	Total	
Pedestrians	0	9	9	1	0	1	0	0	0	4	0	4	14

Intersection Peak Hour

Location: N 15th Street at Locust Street, Adel, IA
GPS Coordinates:
Date: 2018-04-10
Day of week: Tuesday
Weather:
Analyst: VJD



Intersection Peak Hour

07:15 - 08:15

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	1	101	7	2	4	0	67	23	2	2	3	20	232
Factor	0.25	0.90	0.58	0.50	0.50	0.00	0.76	0.57	0.50	0.50	0.75	0.56	0.89
Approach factor	0.91			0.75			0.85			0.57			

Intersection Peak Hour

15:30 - 16:30

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	2	39	1	1	3	2	14	71	1	2	1	79	216
Factor	0.50	0.70	0.25	0.25	0.38	0.50	0.70	0.85	0.25	0.25	0.25	0.73	0.87
Approach factor	0.70			0.38			0.93			0.76			

Peak Hour Vehicle Summary

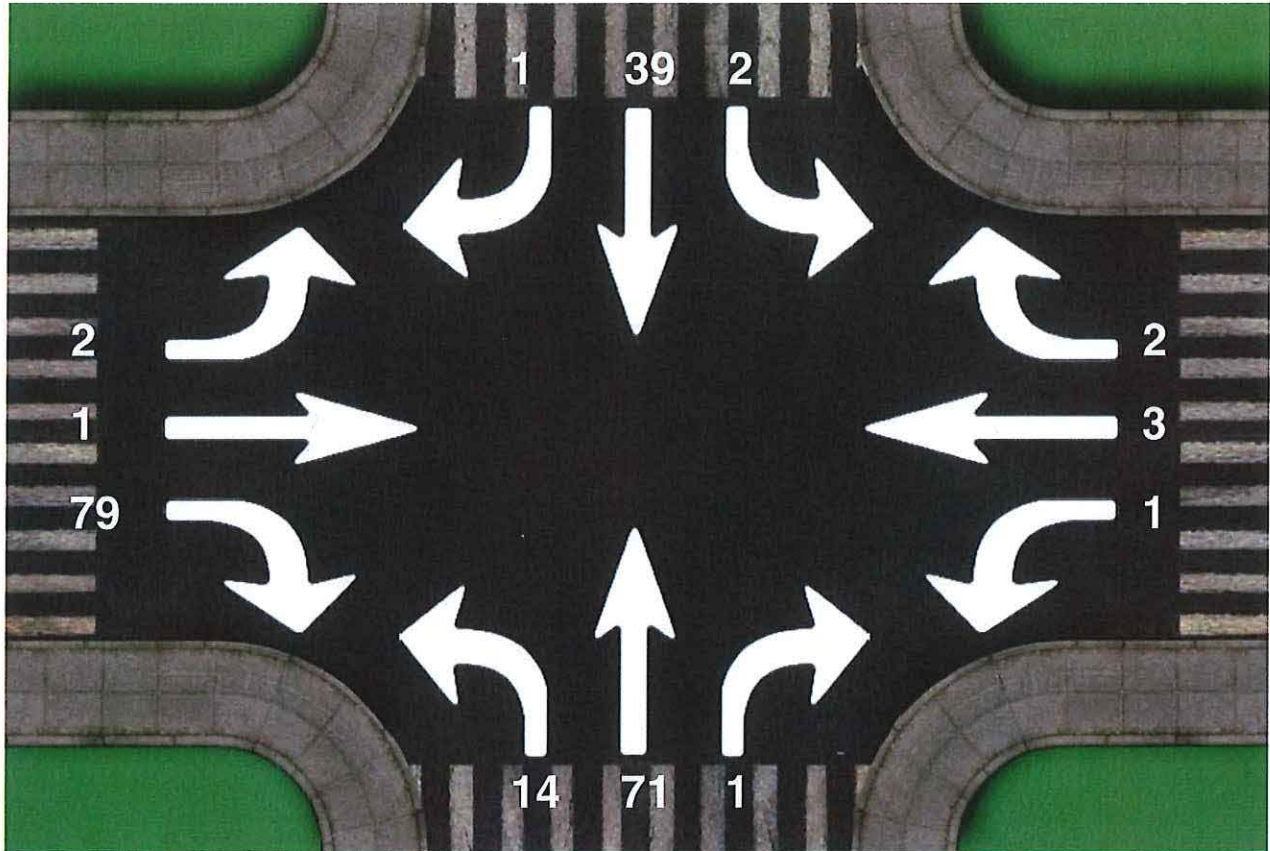
Vehicle	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Car	2	37	0	1	2	2	6	70	1	1	1	67	190
Truck	0	2	1	0	1	0	8	1	0	1	0	12	26

Peak Hour Pedestrians

	NE			NW			SW			SE			Total
	Left	Right	Total	Left	Right	Total	Left	Right	Total	Left	Right	Total	
Pedestrians	2	0	2	17	0	17	0	1	1	0	0	0	20

Intersection Peak Hour

Location: N 15th St at Locust St, Adel, IA
GPS Coordinates:
Date: 2018-04-10
Day of week: Tuesday
Weather:
Analyst: VJD



Intersection Peak Hour

15:30 - 16:30

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	2	39	1	1	3	2	14	71	1	2	1	79	216
Factor	0.50	0.70	0.25	0.25	0.38	0.50	0.70	0.85	0.25	0.25	0.25	0.73	0.87
Approach factor	0.70			0.38			0.93			0.76			

APPENDIX – C

Traffic Forecast

Trip Generation Summary

Alternative: Alternative 1

Phase:

Open Date: 4/17/2018

Project: Brickyard

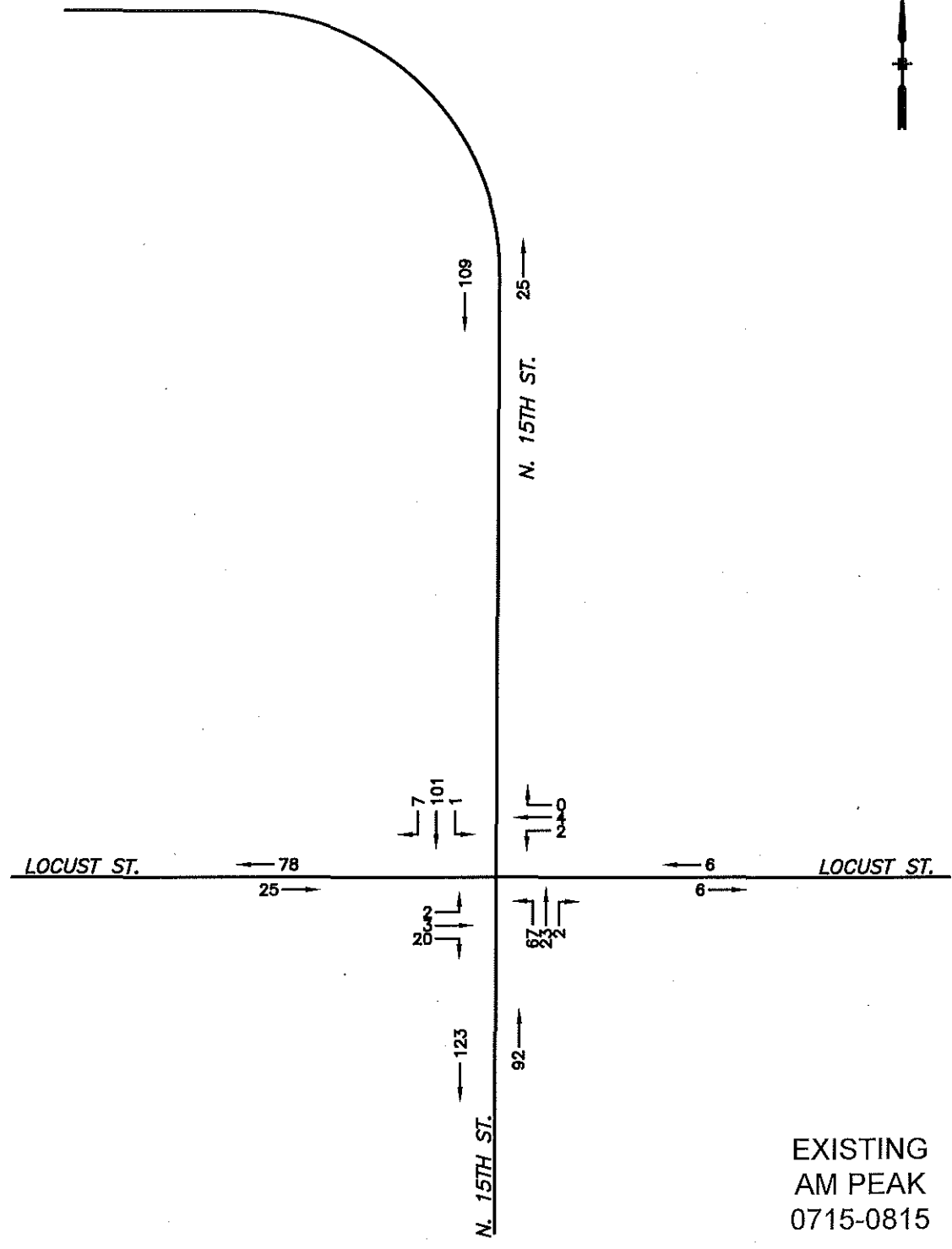
Analysis Date: 4/17/2018

ITE	Land Use	Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic				
		*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		10	28	38		32	18	50
	50 Dwelling Units								
Unadjusted Volume			10	28	38		32	18	50
Internal Capture Trips			0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0
Volume Added to Adjacent Streets			10	28	38		32	18	50

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.



EXISTING
AM PEAK
0715-0815

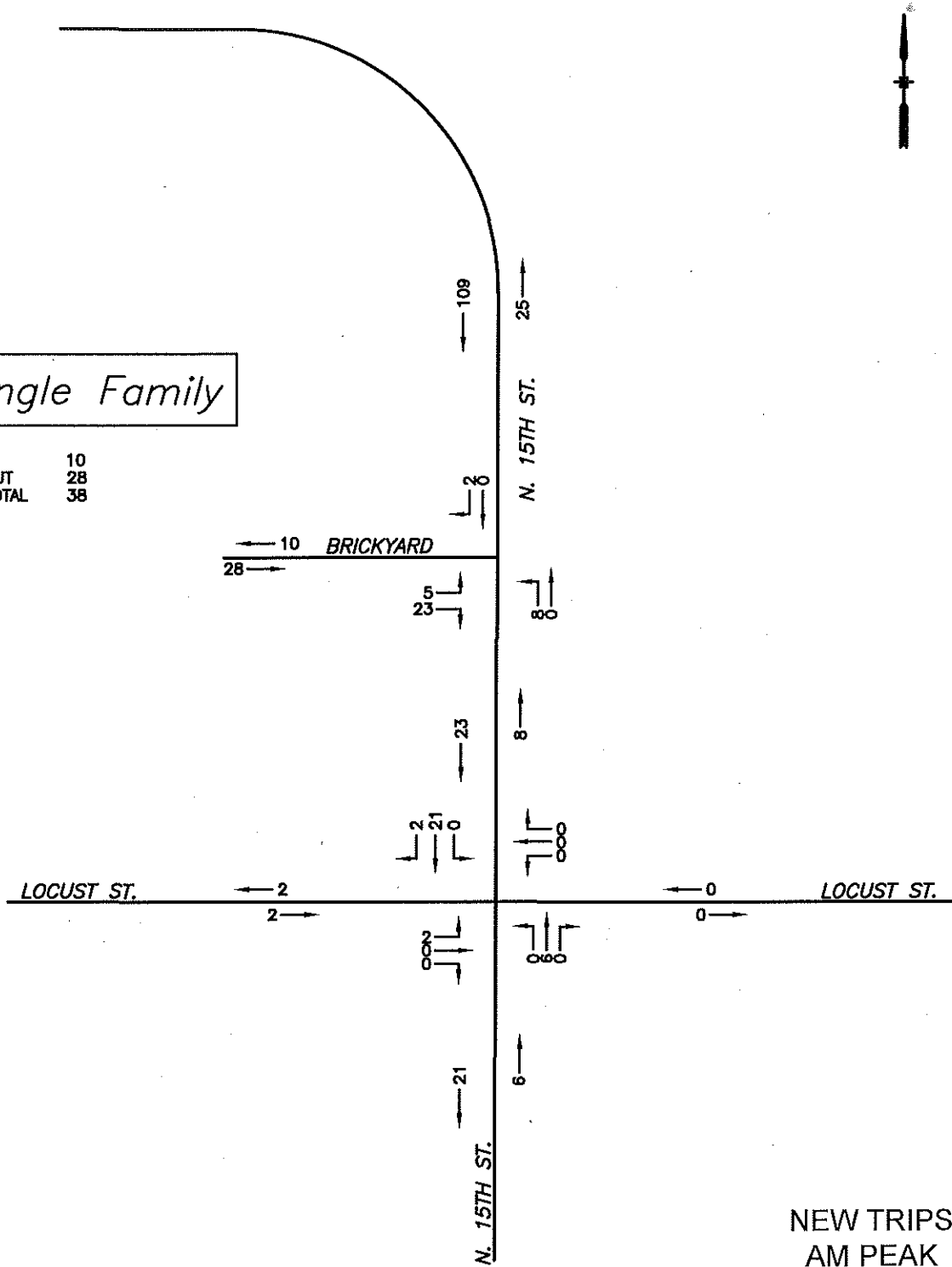


VEENSTRA & KIMM, INC.

FIGURE 1

50 Single Family

IN	10
OUT	28
TOTAL	38



NEW TRIPS
AM PEAK

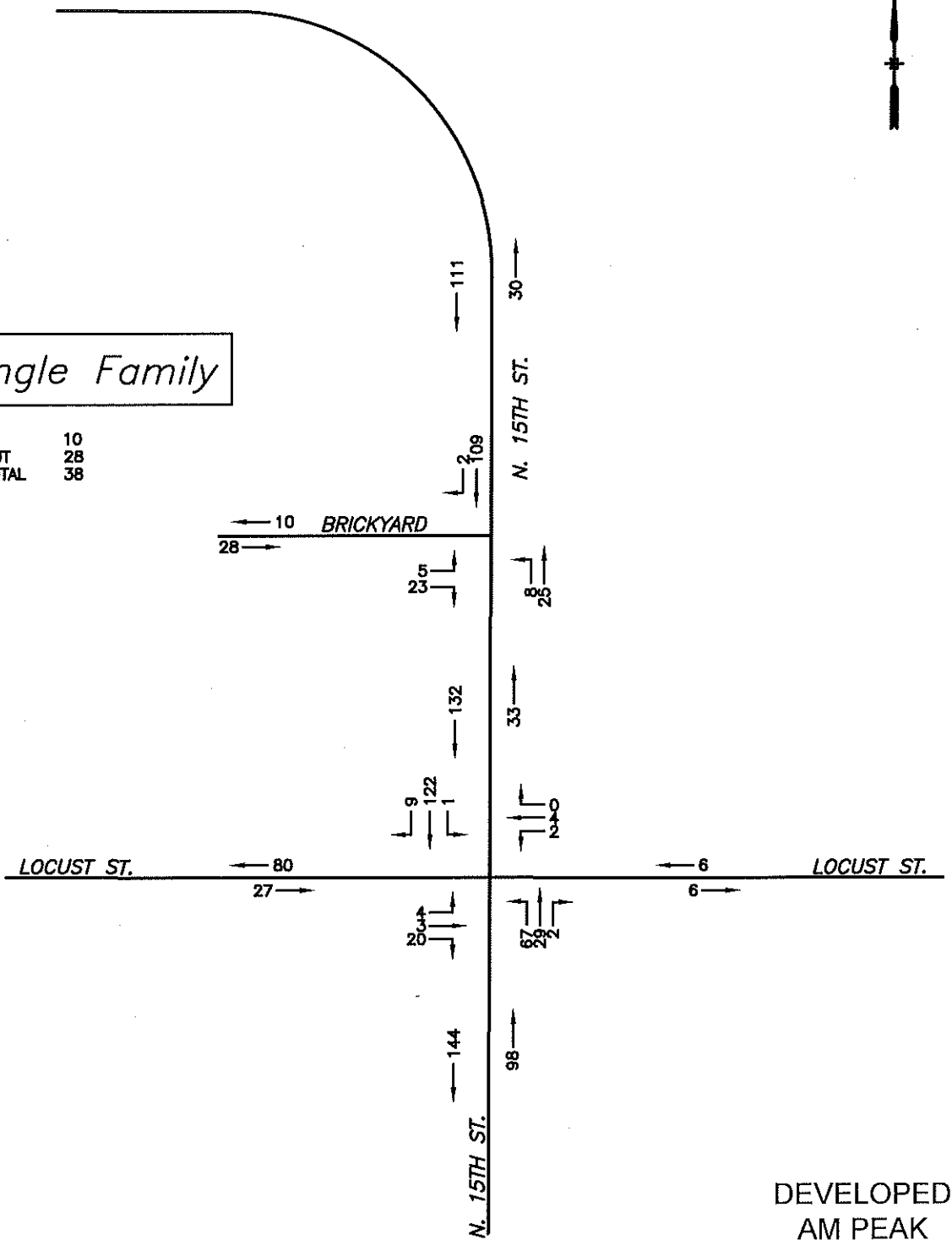


VEENSTRA & KIMM, INC.

FIGURE 2

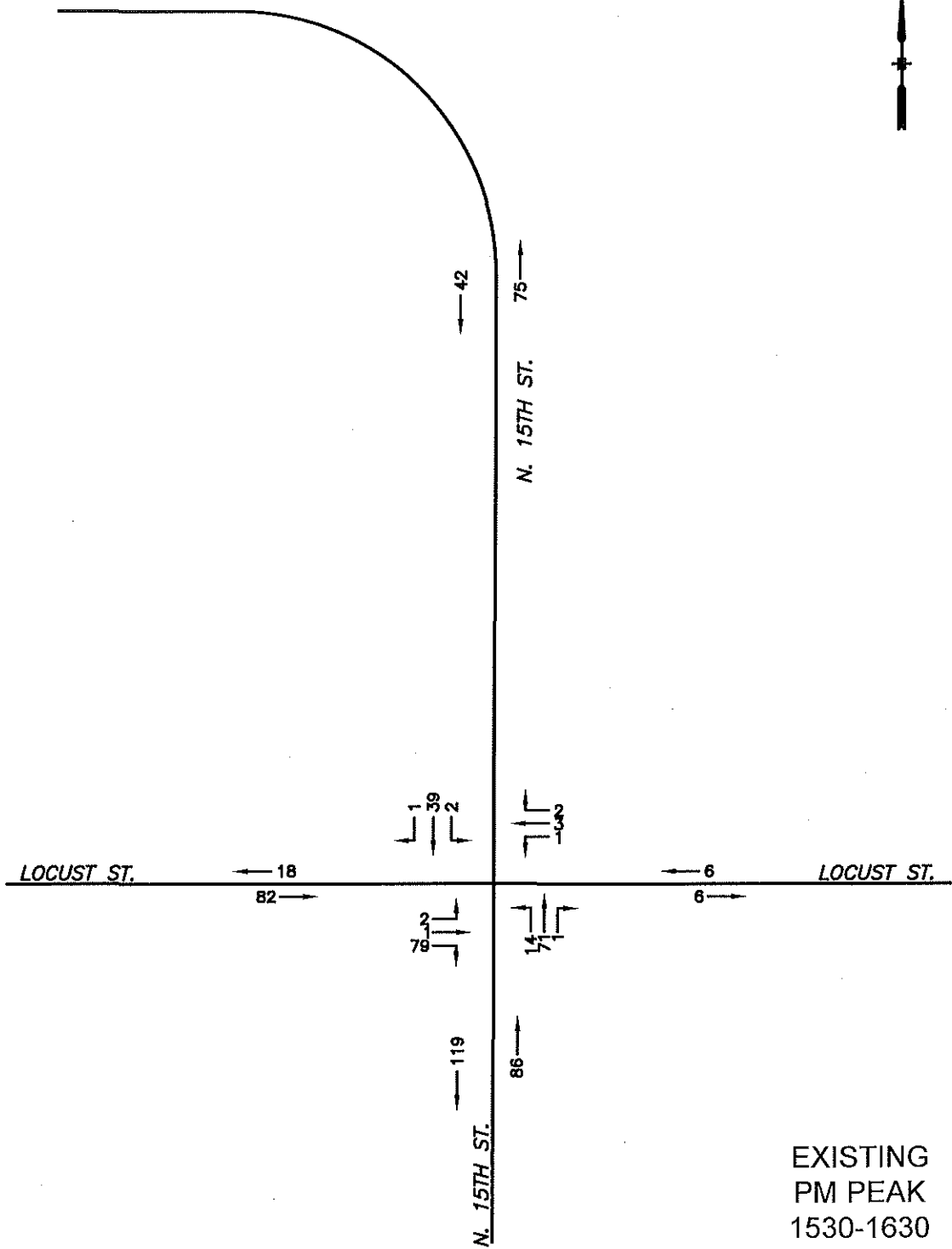
50 Single Family

IN	10
OUT	28
TOTAL	38



VEENSTRA & KIMM, INC.

FIGURE 3



EXISTING
PM PEAK
1530-1630

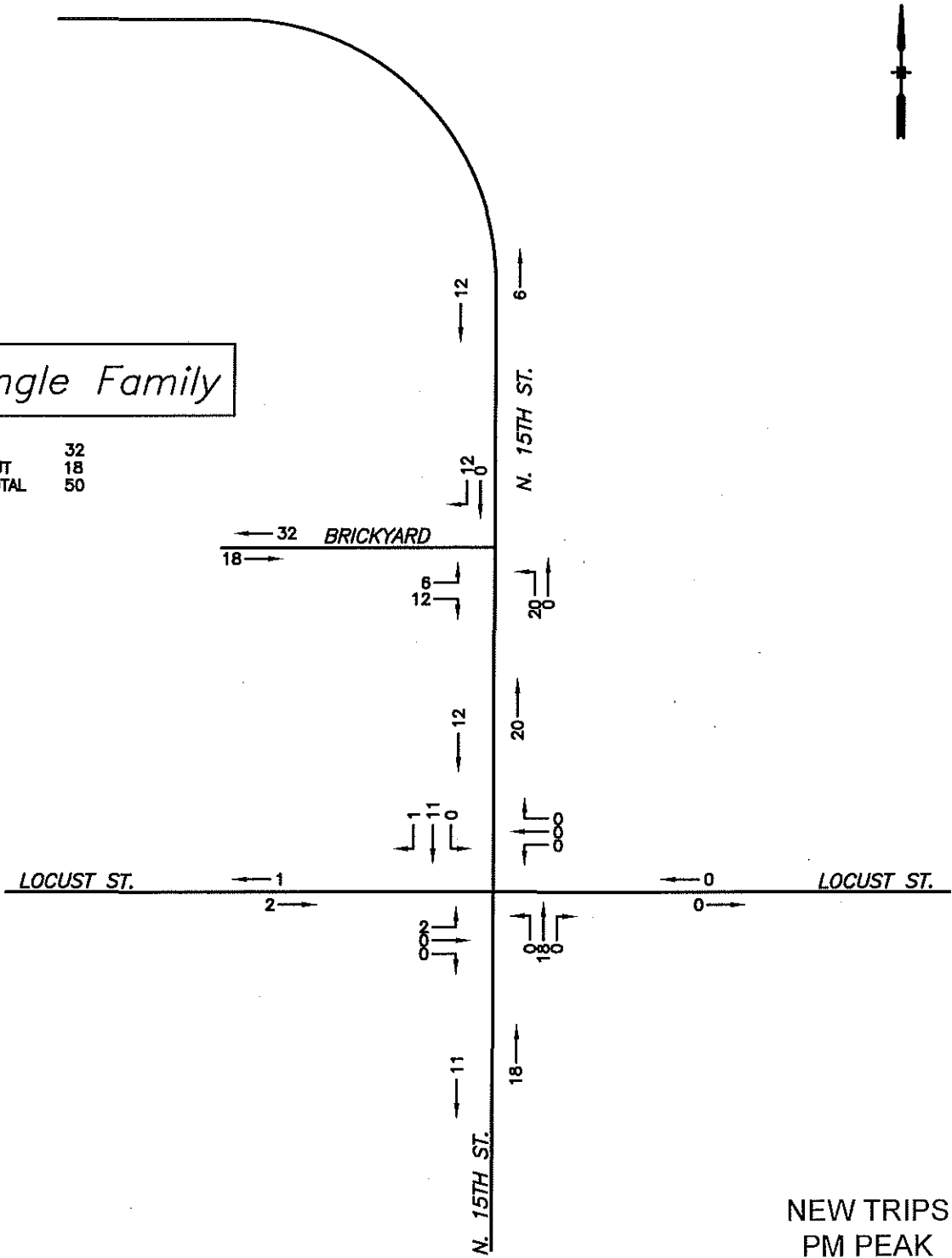


VEENSTRA & KIMM, INC.

FIGURE 4

50 Single Family

IN	32
OUT	18
TOTAL	50



NEW TRIPS
PM PEAK

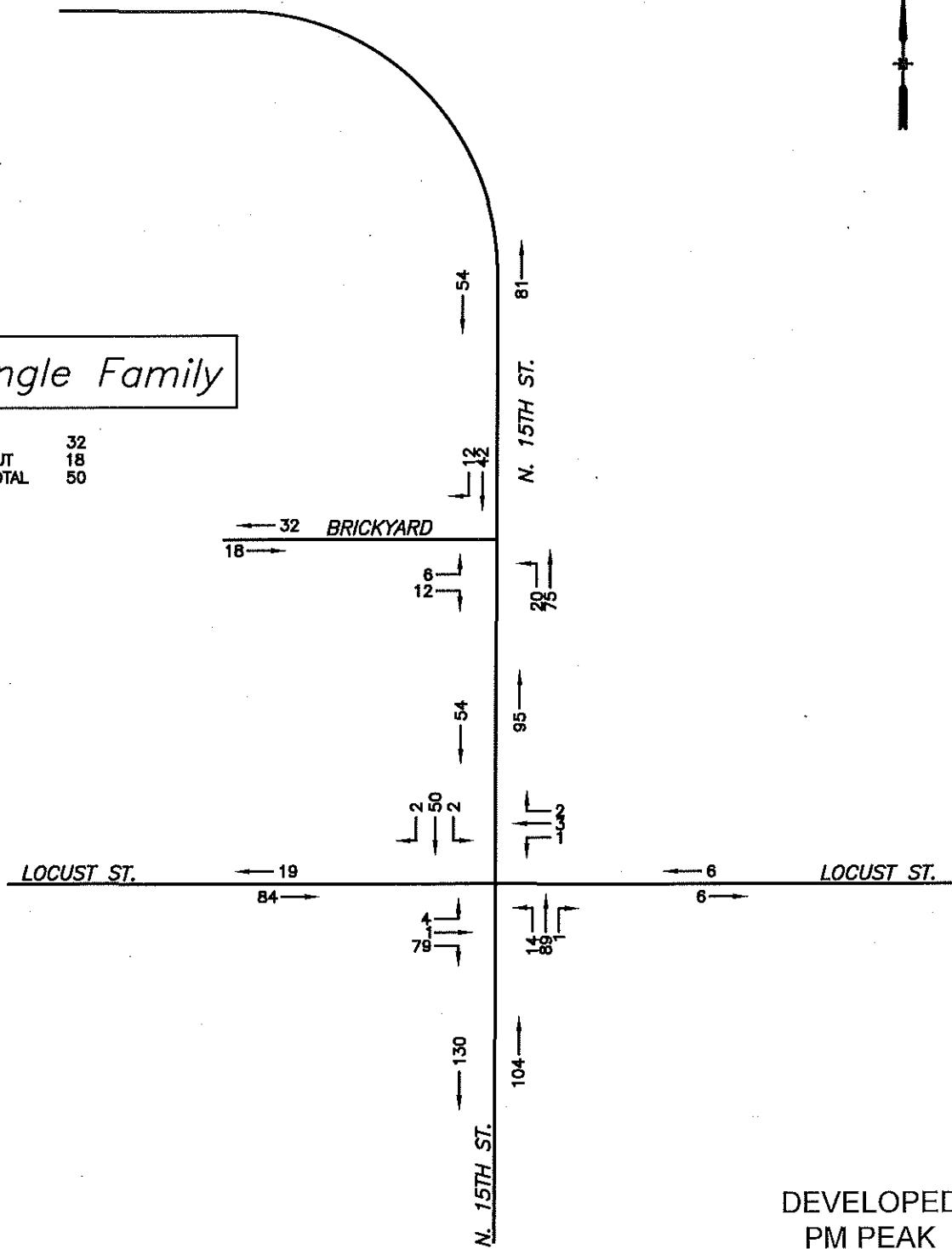


VEENSTRA & KIMM, INC.

FIGURE 5

50 Single Family

IN	32
OUT	18
TOTAL	50



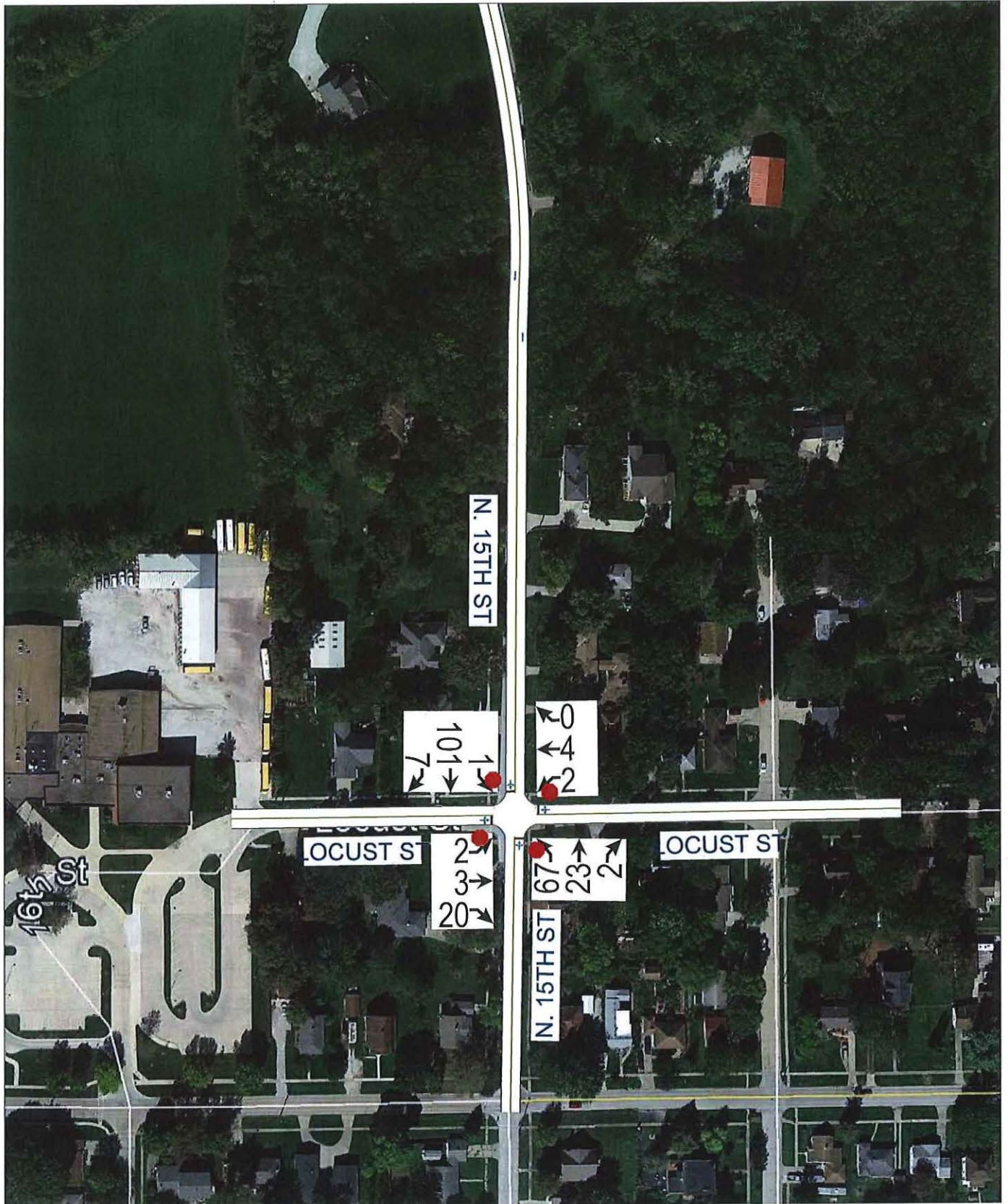
DEVELOPED
PM PEAK



VEENSTRA & KIMM, INC.

FIGURE 6

APPENDIX – D
Traffic Analysis - Existing

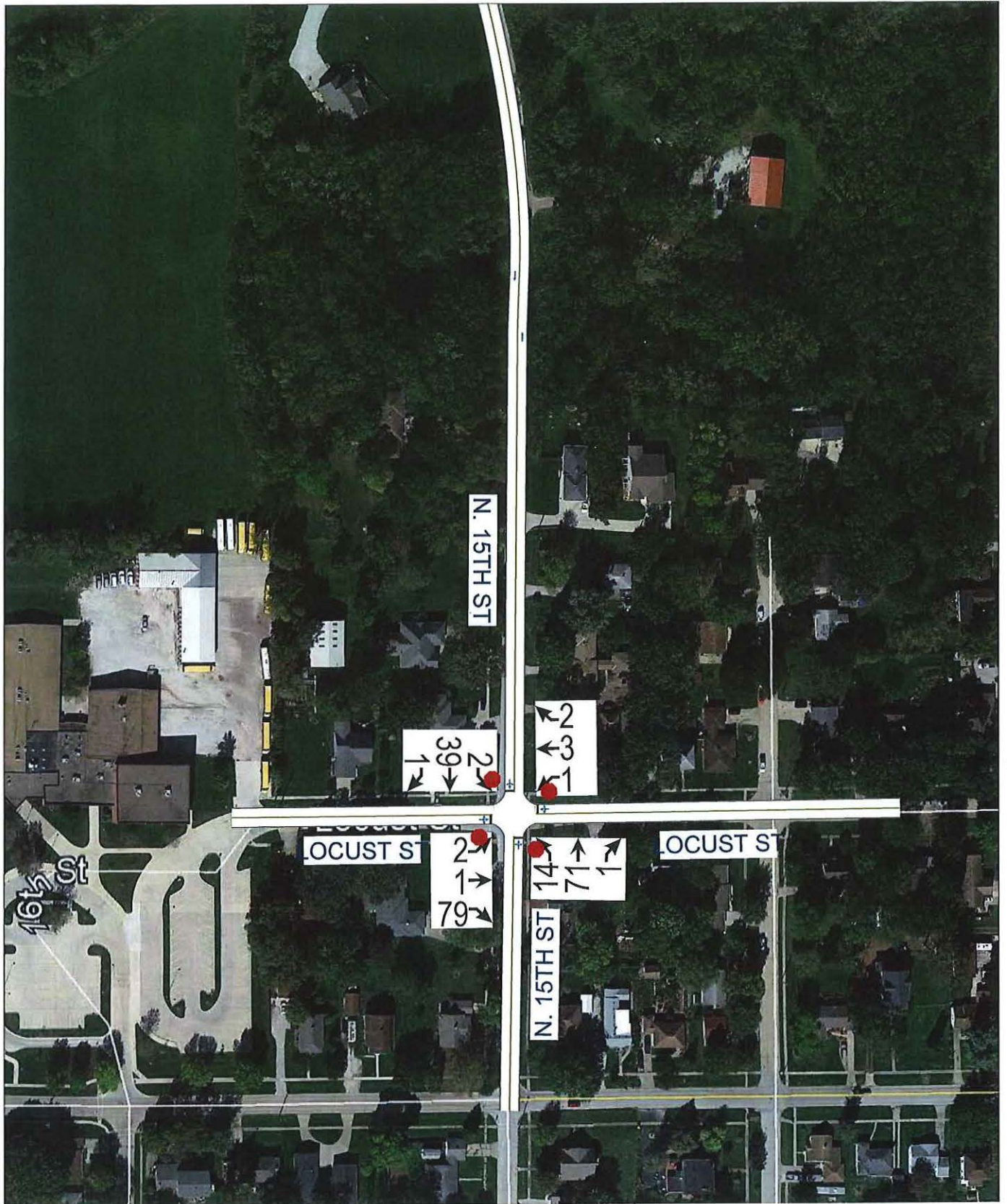


Intersection	
Intersection Delay, s/veh	7.9
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	3	20	2	4	0	67	23	2	1	101	7
Future Vol, veh/h	2	3	20	2	4	0	67	23	2	1	101	7
Peak Hour Factor	0.50	0.75	0.56	0.50	0.50	0.92	0.76	0.57	0.50	0.25	0.90	0.58
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	4	36	4	8	0	88	40	4	4	112	12
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	7.3	7.7	8.1	7.9
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	73%	8%	33%	1%
Vol Thru, %	25%	12%	67%	93%
Vol Right, %	2%	80%	0%	6%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	92	25	6	109
LT Vol	67	2	2	1
Through Vol	23	3	4	101
RT Vol	2	20	0	7
Lane Flow Rate	133	44	12	128
Geometry Grp	1	1	1	1
Degree of Util (X)	0.157	0.049	0.015	0.146
Departure Headway (Hd)	4.262	4.061	4.627	4.096
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	836	887	778	869
Service Time	2.318	2.061	2.628	2.157
HCM Lane V/C Ratio	0.159	0.05	0.015	0.147
HCM Control Delay	8.1	7.3	7.7	7.9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.2	0	0.5



HCM 6th AWSC
3: N. 15TH ST & LOCUST ST

EXISTING
PM PEAK

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

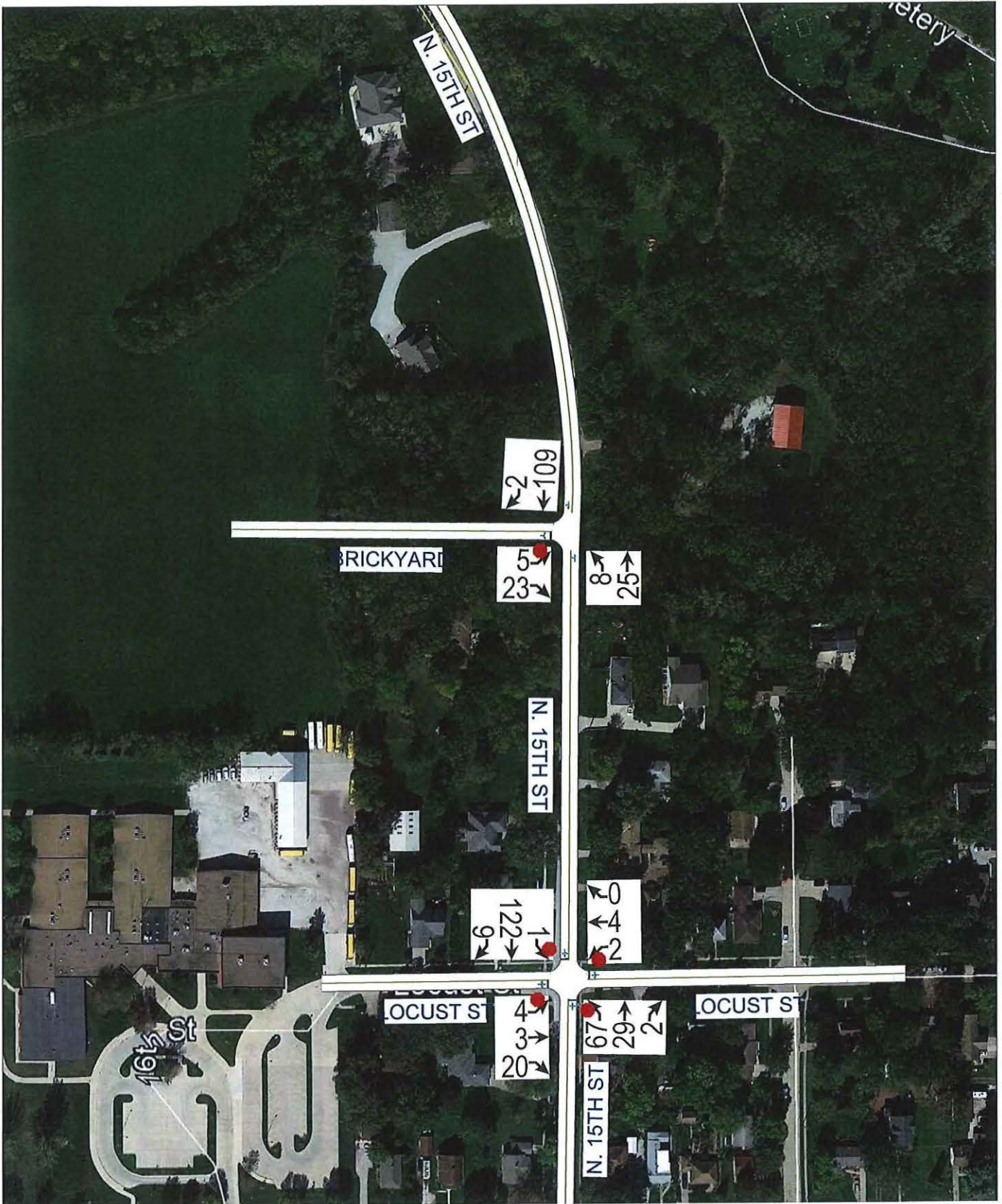
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	2	1	79	1	3	2	14	71	1	2	39	1
Future Vol, veh/h	2	1	79	1	3	2	14	71	1	2	39	1
Peak Hour Factor	0.25	0.25	0.73	0.25	0.38	0.50	0.70	0.85	0.25	0.50	0.70	0.25
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	4	108	4	8	4	20	84	4	4	56	4
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	7.3	7.4	7.9	7.7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	16%	2%	17%	5%
Vol Thru, %	83%	1%	50%	93%
Vol Right, %	1%	96%	33%	2%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	86	82	6	42
LT Vol	14	2	1	2
Through Vol	71	1	3	39
RT Vol	1	79	2	1
Lane Flow Rate	108	120	16	64
Geometry Grp	1	1	1	1
Degree of Util (X)	0.127	0.122	0.019	0.075
Departure Headway (Hd)	4.246	3.668	4.269	4.251
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	839	958	844	835
Service Time	2.302	1.766	2.269	2.318
HCM Lane V/C Ratio	0.129	0.125	0.019	0.077
HCM Control Delay	7.9	7.3	7.4	7.7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.4	0.1	0.2

APPENDIX – E

Traffic Analysis - Developed



Intersection	
Intersection Delay, s/veh	8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	3	20	2	4	0	67	29	2	1	122	9
Future Vol, veh/h	4	3	20	2	4	0	67	29	2	1	122	9
Peak Hour Factor	0.50	0.75	0.56	0.50	0.50	0.92	0.76	0.57	0.50	0.25	0.90	0.58
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	4	36	4	8	0	88	51	4	4	136	16
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	7.4	7.8	8.2	8.1
HCM LOS	A	A	A	A

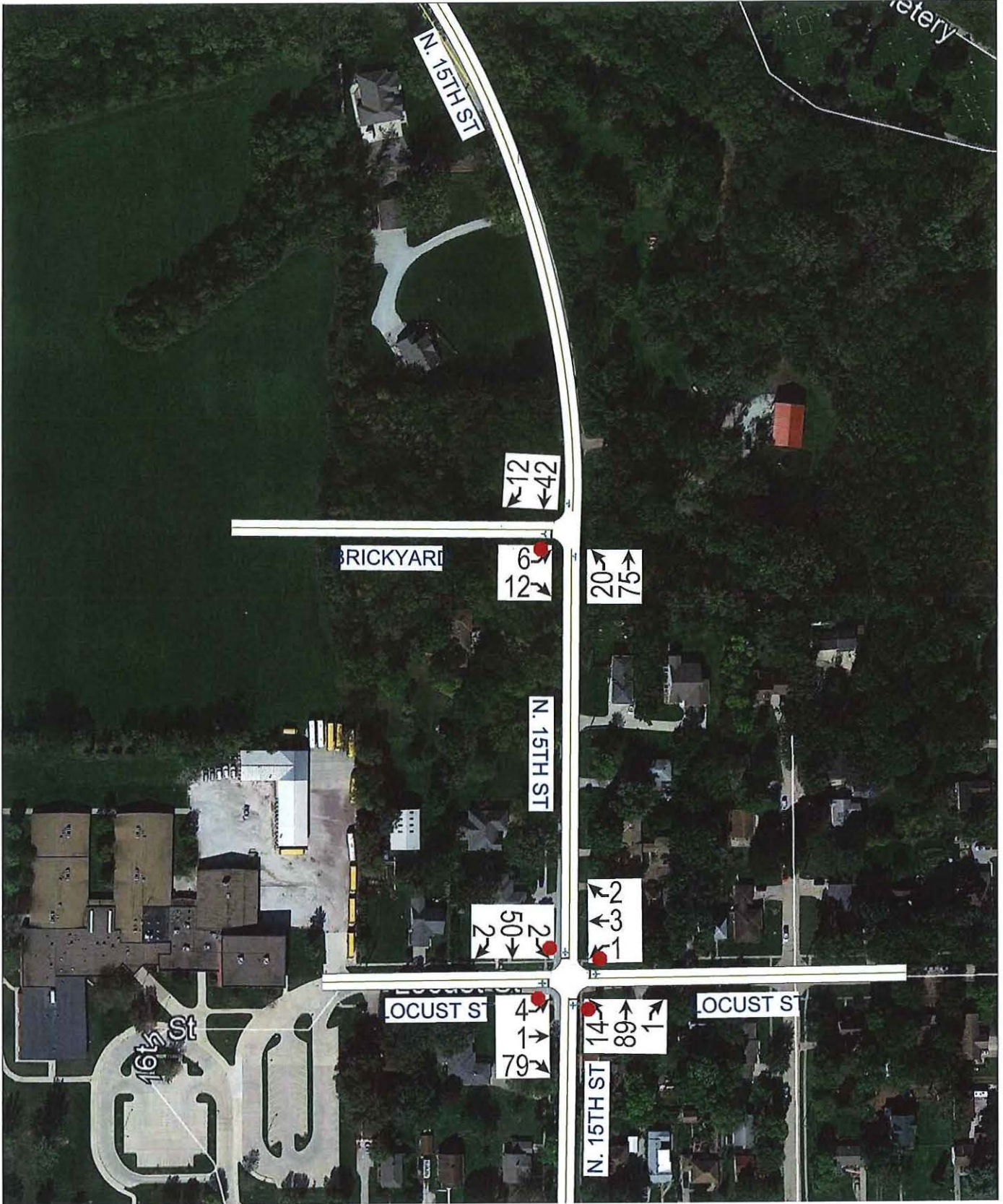
Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	68%	15%	33%	1%
Vol Thru, %	30%	11%	67%	92%
Vol Right, %	2%	74%	0%	7%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	98	27	6	132
LT Vol	67	4	2	1
Through Vol	29	3	4	122
RT Vol	2	20	0	9
Lane Flow Rate	143	48	12	155
Geometry Grp	1	1	1	1
Degree of Util (X)	0.17	0.056	0.016	0.177
Departure Headway (Hd)	4.281	4.191	4.714	4.107
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	830	859	763	864
Service Time	2.352	2.192	2.717	2.182
HCM Lane V/C Ratio	0.172	0.056	0.016	0.179
HCM Control Delay	8.2	7.4	7.8	8.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.2	0	0.6

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	5	23	8	25	109	2
Future Vol, veh/h	5	23	8	25	109	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	25	9	27	118	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	164	119	120	0	-	0
Stage 1	119	-	-	-	-	-
Stage 2	45	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	827	933	1468	-	-	-
Stage 1	906	-	-	-	-	-
Stage 2	977	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	822	933	1468	-	-	-
Mov Cap-2 Maneuver	822	-	-	-	-	-
Stage 1	901	-	-	-	-	-
Stage 2	977	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.1	1.8	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1468	-	911	-	-
HCM Lane V/C Ratio	0.006	-	0.033	-	-
HCM Control Delay (s)	7.5	0	9.1	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-



Intersection	
Intersection Delay, s/veh	8.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	1	79	1	3	2	14	89	1	2	50	2
Future Vol, veh/h	4	1	79	1	3	2	14	89	1	2	50	2
Peak Hour Factor	0.50	0.75	0.56	0.50	0.50	0.92	0.76	0.57	0.50	0.25	0.90	0.58
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	1	141	2	6	2	18	156	2	8	56	3
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	7.7	7.5	8.5	7.9
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	13%	5%	17%	4%
Vol Thru, %	86%	1%	50%	93%
Vol Right, %	1%	94%	33%	4%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	104	84	6	54
LT Vol	14	4	1	2
Through Vol	89	1	3	50
RT Vol	1	79	2	2
Lane Flow Rate	177	150	10	67
Geometry Grp	1	1	1	1
Degree of Util (X)	0.21	0.165	0.013	0.083
Departure Headway (Hd)	4.289	3.947	4.48	4.444
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	825	913	802	809
Service Time	2.378	1.951	2.49	2.458
HCM Lane V/C Ratio	0.215	0.164	0.012	0.083
HCM Control Delay	8.5	7.7	7.5	7.9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.8	0.6	0	0.3

Intersection

Int Delay, s/veh 1.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑	↑	
Traffic Vol, veh/h	6	12	20	75	42	12
Future Vol, veh/h	6	12	20	75	42	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	13	22	82	46	13

Major/Minor	Minor2	Major1	Major2		
Conflicting Flow All	179	53	59	0	-
Stage 1	53	-	-	-	-
Stage 2	126	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	811	1014	1545	-	-
Stage 1	970	-	-	-	-
Stage 2	900	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	799	1014	1545	-	-
Mov Cap-2 Maneuver	799	-	-	-	-
Stage 1	955	-	-	-	-
Stage 2	900	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9	1.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1545	-	931	-	-
HCM Lane V/C Ratio	0.014	-	0.021	-	-
HCM Control Delay (s)	7.4	0	9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Adel Strategic Planning

Future Land Use Plan Updates & Policy Recommendations

City Council Meeting

Adel City Hall

August 14, 2018



CONFLUENCE

Presentation Agenda

- Project Scope Review
- Annexation + 2-Mile Plat Review (ETR)
- Future Land Use Plan Updates
- Consistency Zoning Plan



Project Scope

Task 1 : Strategic Planning Session with Mayor and Council

- Item 1.1 Kick-Off Meeting
- Item 1.2 Mayor & Council Workshop
 - *Annexation and 2-Mile Plat Review (Extra Territorial Review - ETR)*
 - *Future Land Use Plan Edits*
 - *Consistency Zoning Plan*
- Item 1.3 Summary Report



Project Scope

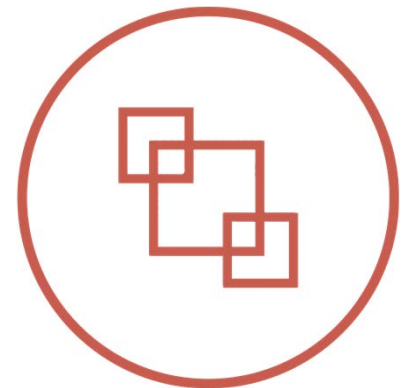
Task 2 : Annexation Plan + Policy and ETR Policy

- Item 2.1 Draft Plan
- Item 2.2 Draft Plan Presentation to Council



Task 3 : Future Land Use Map Update and Consistency Zoning Plan

- Item 3.1 Draft Future Land use Map and Zoning Plan
- Item 3.2 Draft Plan Presentation to Planning and Zoning Commission
(August 8th P&Z hearing completed)
- Item 3.3 Draft Plan Presentation to Council



Strategic Planning Workshop Overview

- April 23, 2018
- Three main items discussed
 - Annexation and Extra Territorial Review of Subdivision Plats within 2-Mile Limit
 - Future Land Use Plan Review
 - Consistency Zoning

Item 1 | Annexations

When to Annex:

- Fix the boundary along Highway 6 and R-16
- Protect borders and control Adel's future
- After understanding financial impact of providing sewer, extending roads, & meeting owner demands
- Rural subdivision oversight within planning boundary
- Protect borders with Waukee
- Economic development purposes

Item 1 | Annexations

Where to Annex:

- Northern area of the Comprehensive Plan planning boundary would be difficult to sewer
- Priority for annexation near the Waukee border along R-16 and Highway 6

How to Annex:

- Prefer voluntary annexations
- City needs to be more proactive in pursuing key annexation areas

Item 1 | Annexations Policies

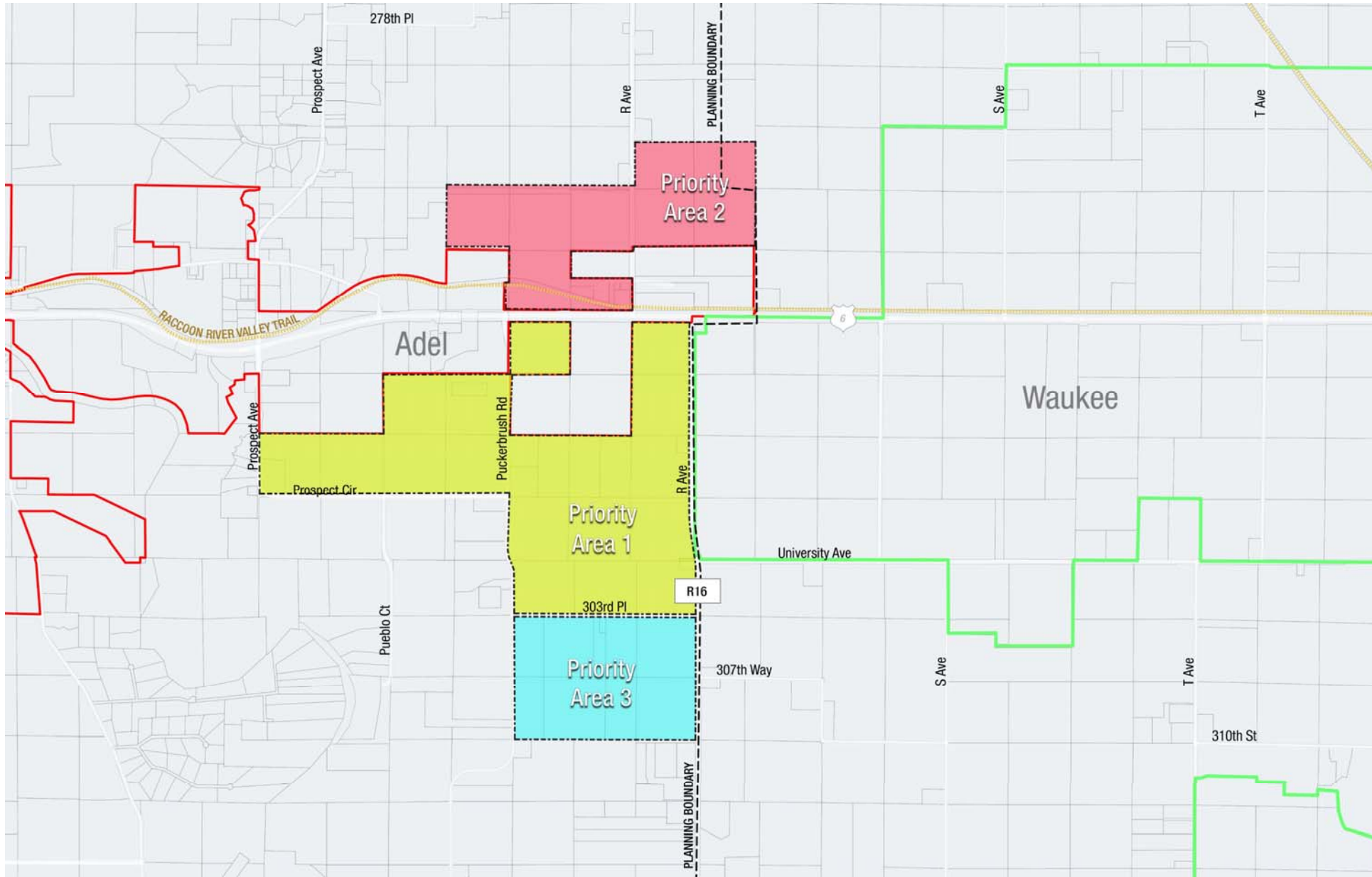
Annexation Types

- 100% voluntary or 80%-20% consenting + non-consenting properties









Incentives

- Not given in general
- Should consider for:
 - *Boundary Agreements*
 - *City pursued annexation*

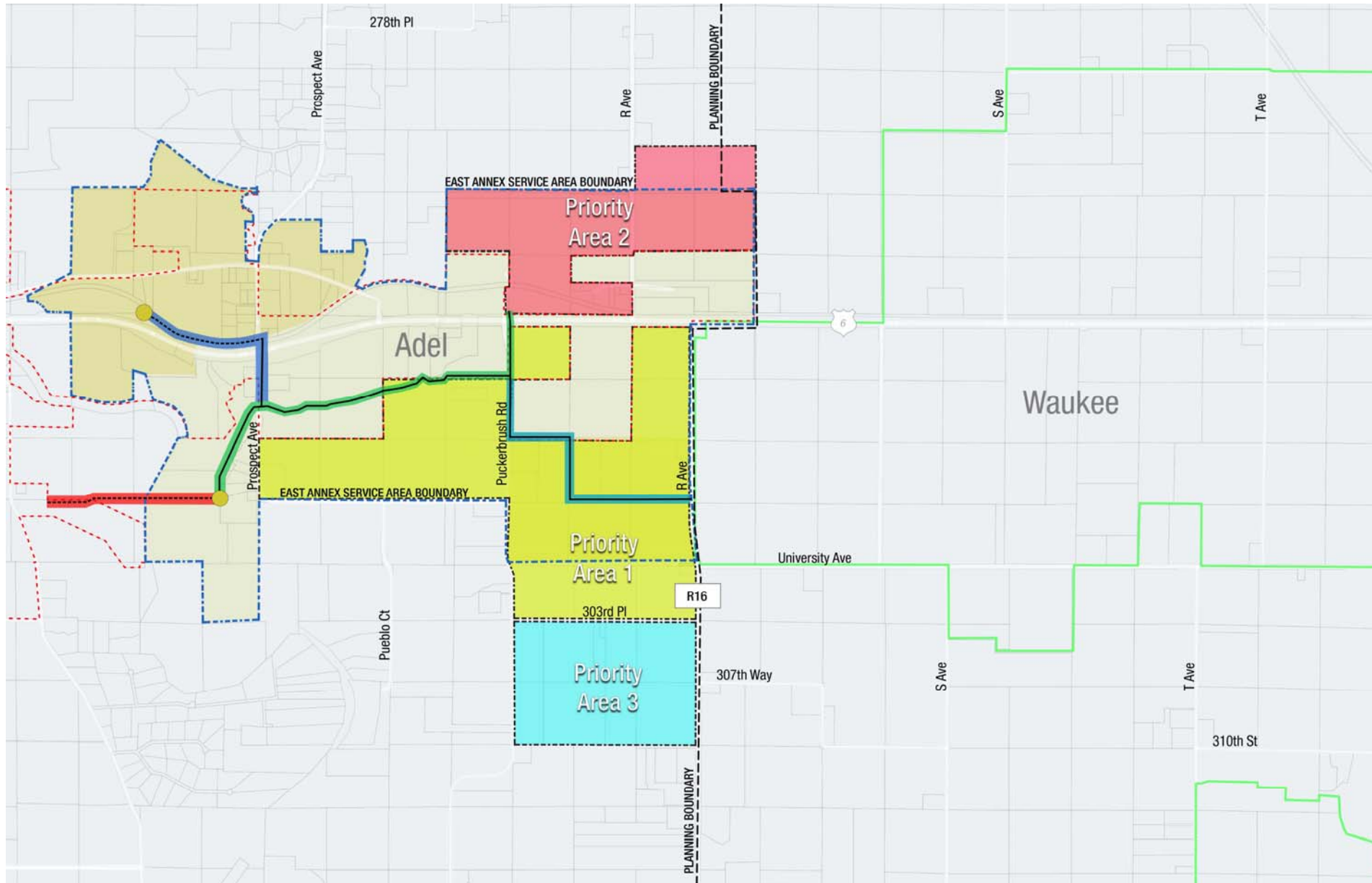
Priority Annexation Areas



LEGEND

-  PLANNING BOUNDARY
-  PARCEL BOUNDARY
-  PRIORITY ANNEXATION AREA #1
-  PRIORITY ANNEXATION AREA #2
-  PRIORITY ANNEXATION AREA #3
-  ADEL CITY LIMITS
-  WAUKEE CITY LIMITS
-  RACCOON RIVER VALLEY TRAIL

Priority Annexation Areas



LEGEND

- PLANNING BOUNDARY
- PARCEL BOUNDARY
- PRIORITY ANNEXATION AREA #1
- PRIORITY ANNEXATION AREA #2
- PRIORITY ANNEXATION AREA #3
- EAST ANNEXATION SANITARY SERVICE AREA BOUNDARY
- PROPOSED LIFT STATION
- EAST ANNEXATION FORCE MAIN
- CENTRAL RAVINE TRUNK SYSTEM
- BEAR ESTATES CONNECTION (FUTURE)
- MID AMERICAN SEWER CONNECTION (FUTURE)
- FORCE MAIN
- GRAVITY SEWER
- PHASE I TRIBUTARY AREA
- PHASE II TRIBUTARY AREA
- ADEL CITY LIMITS
- WAUKEE CITY LIMITS
- RACCOON RIVER VALLEY TRAIL

Item 1 | Extra Territorial Review (ETR) Policies

- Should review plats within the 2-mile review authority area
- Should follow the Future Land Use Map
- Comprehensive Plan Update needed
- Approve or deny ETR requests based on:
 - Proposed or anticipated use
 - Compliance with City's subdivision regulations
 - Availability of sanitary sewer service or agreement to install dry sewer

Item 2 | Future Land Use Plan Updates

Highway 169

- Single-family residential not suitable
- Mixture of commercial and industrial uses needed

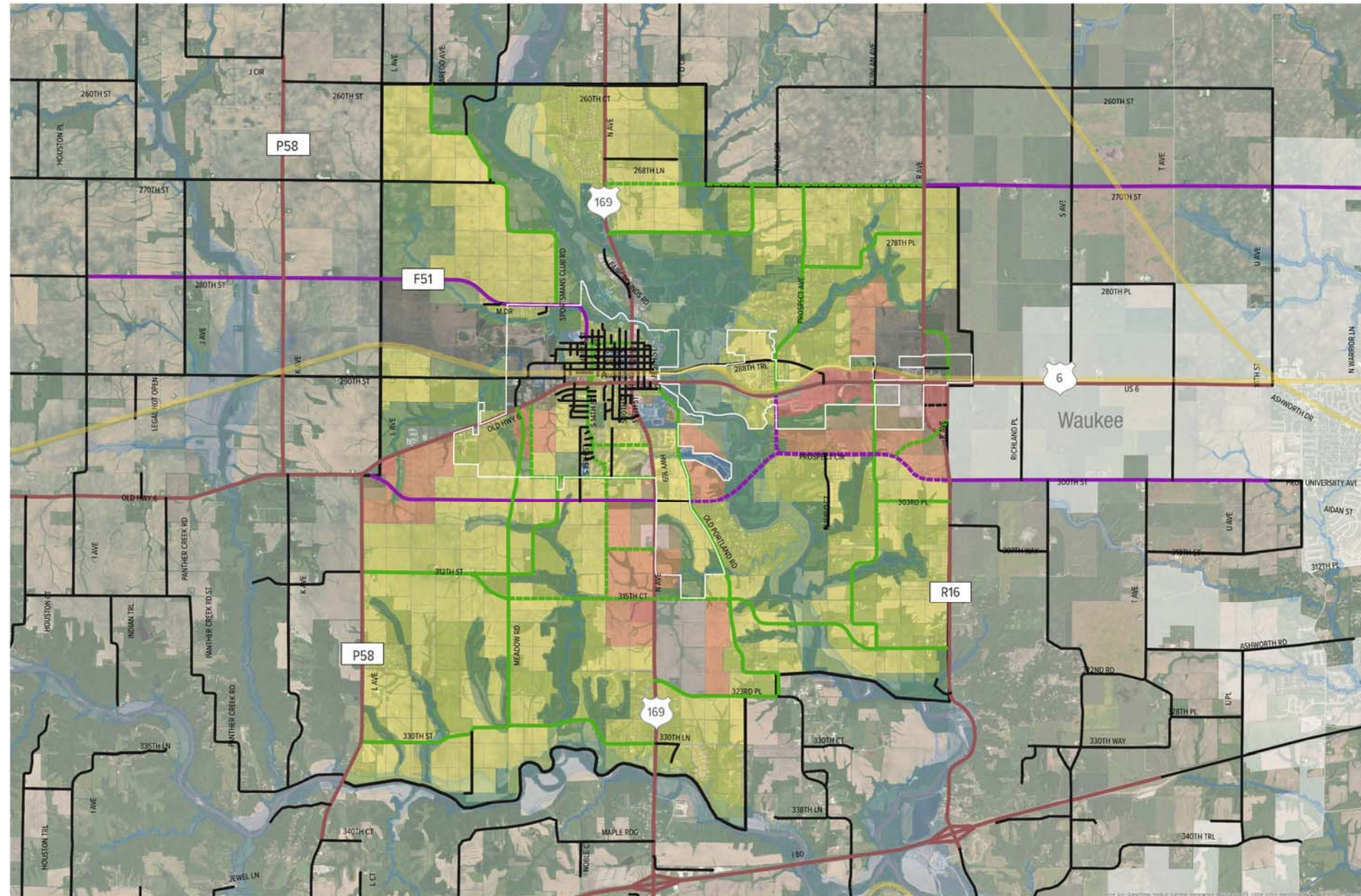
Highway 6

- Land use and R-16 at Highway 6 realignment
- Address MidAmerican site + impact of Apple datacenter property

Land Use Changes | 2015 Land Use Plan *(current plan)*

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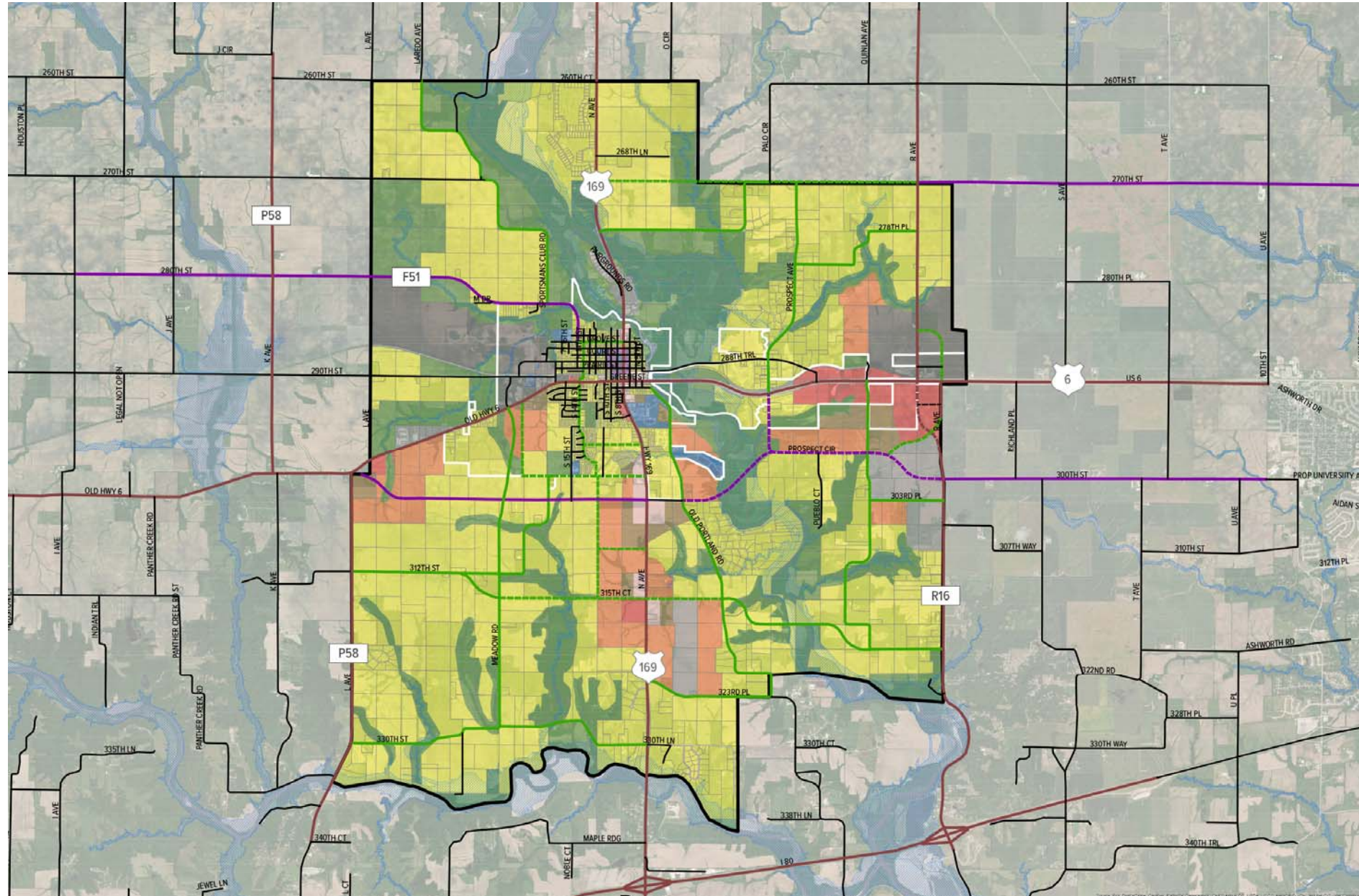
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Land Use Changes | 2018 Update

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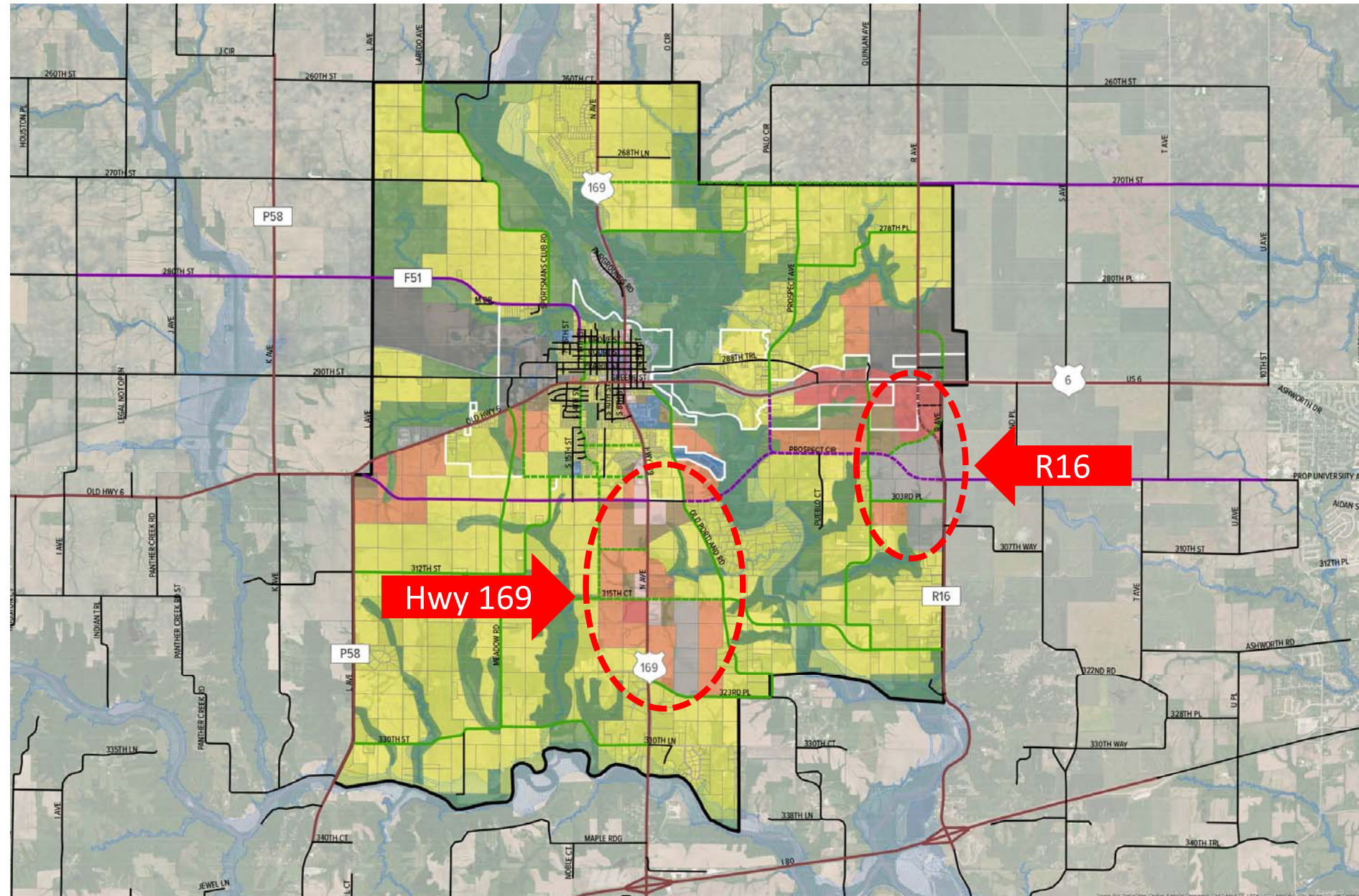
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Land Use Changes | 2018 Update

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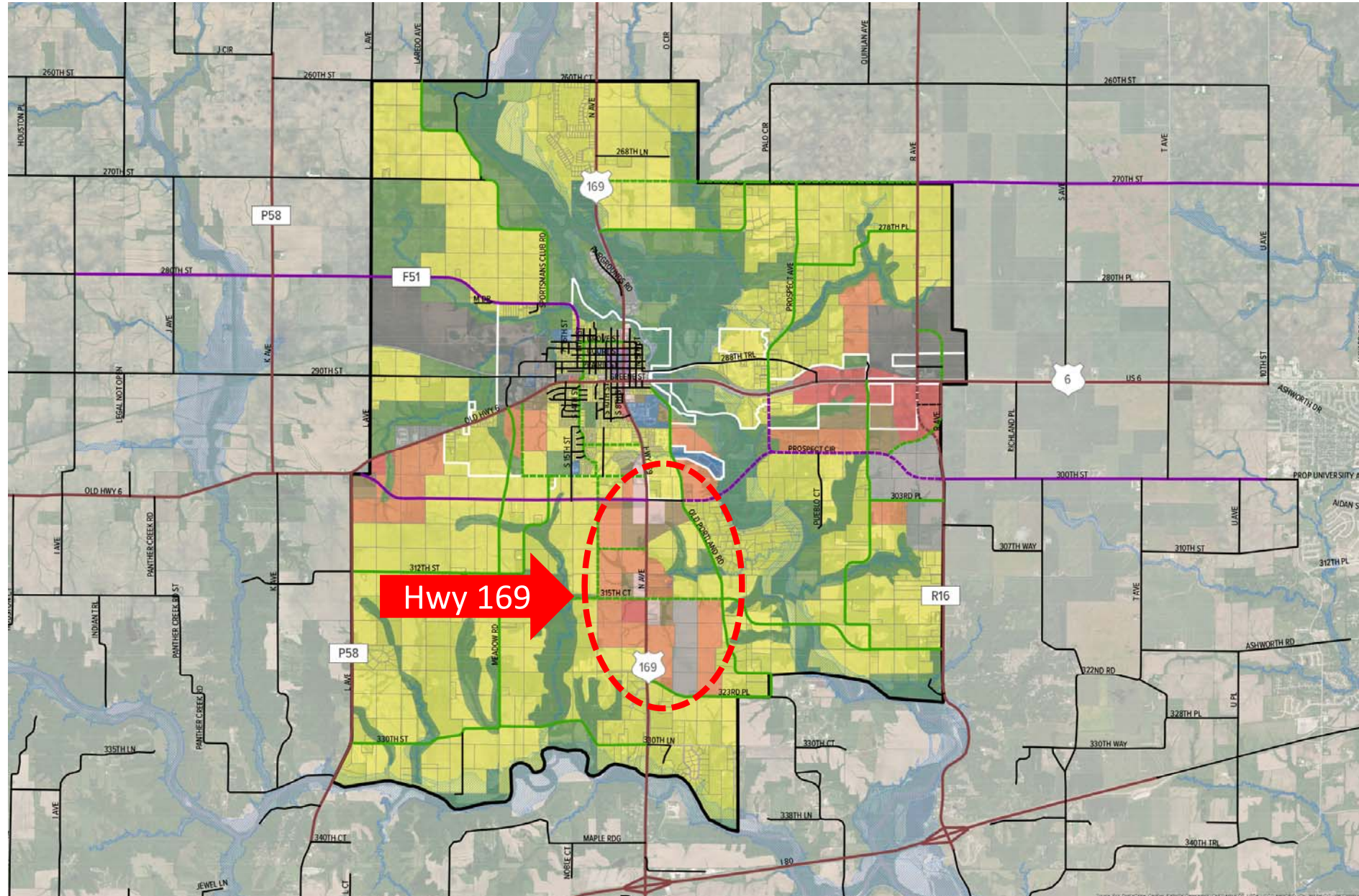


Land Use Changes | 2018 Update

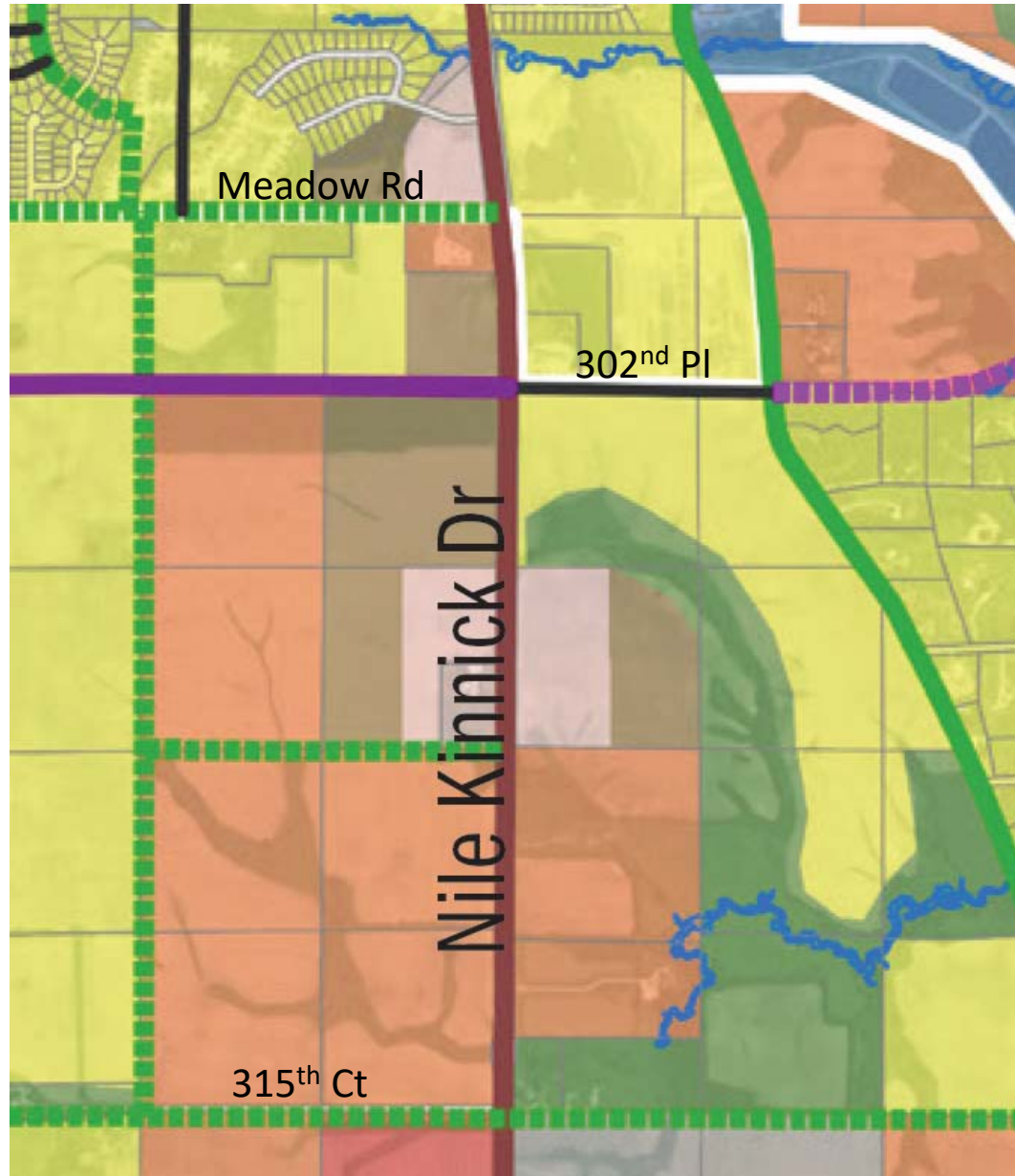
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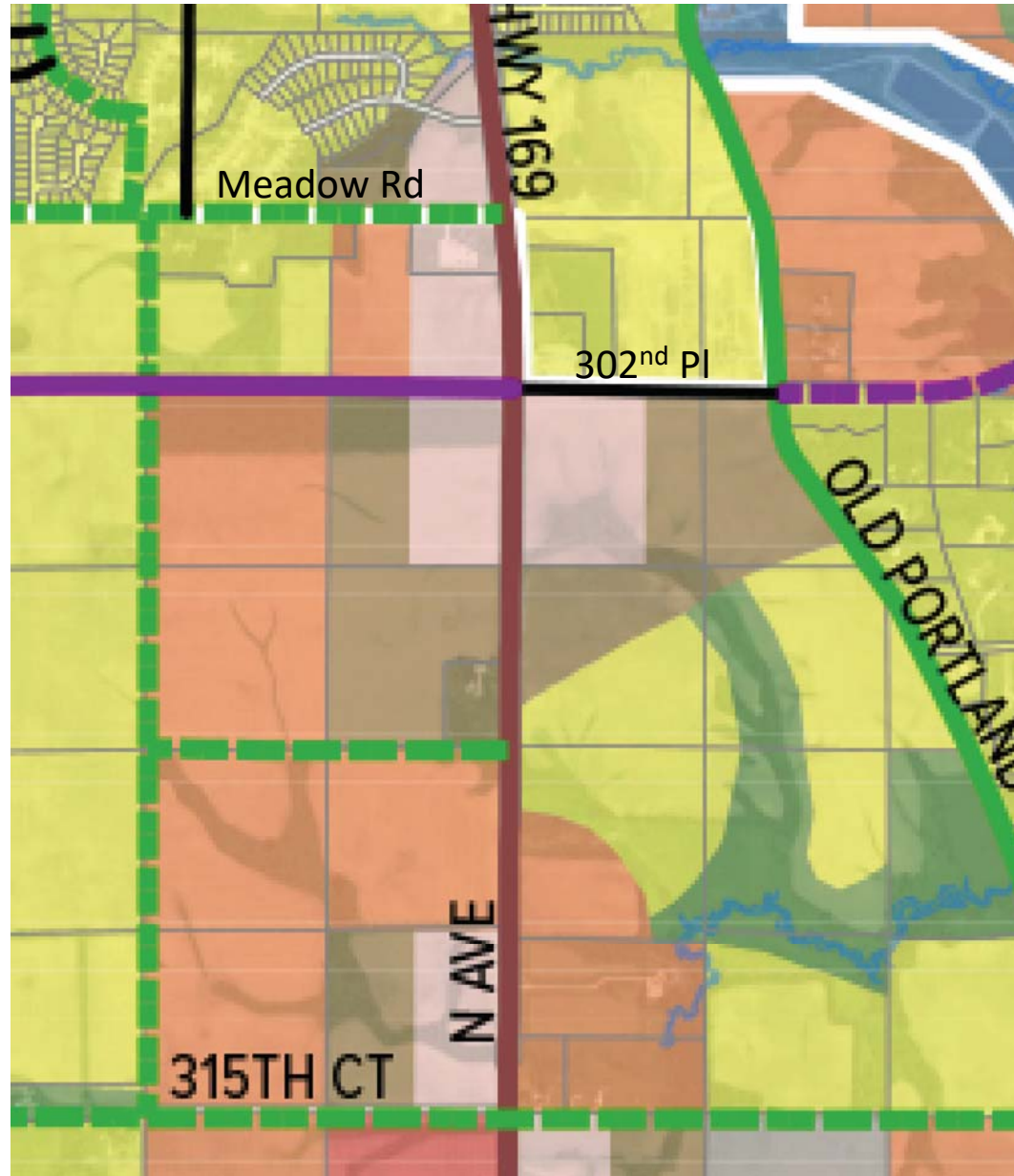
Land Use Changes | 2015 Highway 169 and 302nd Place



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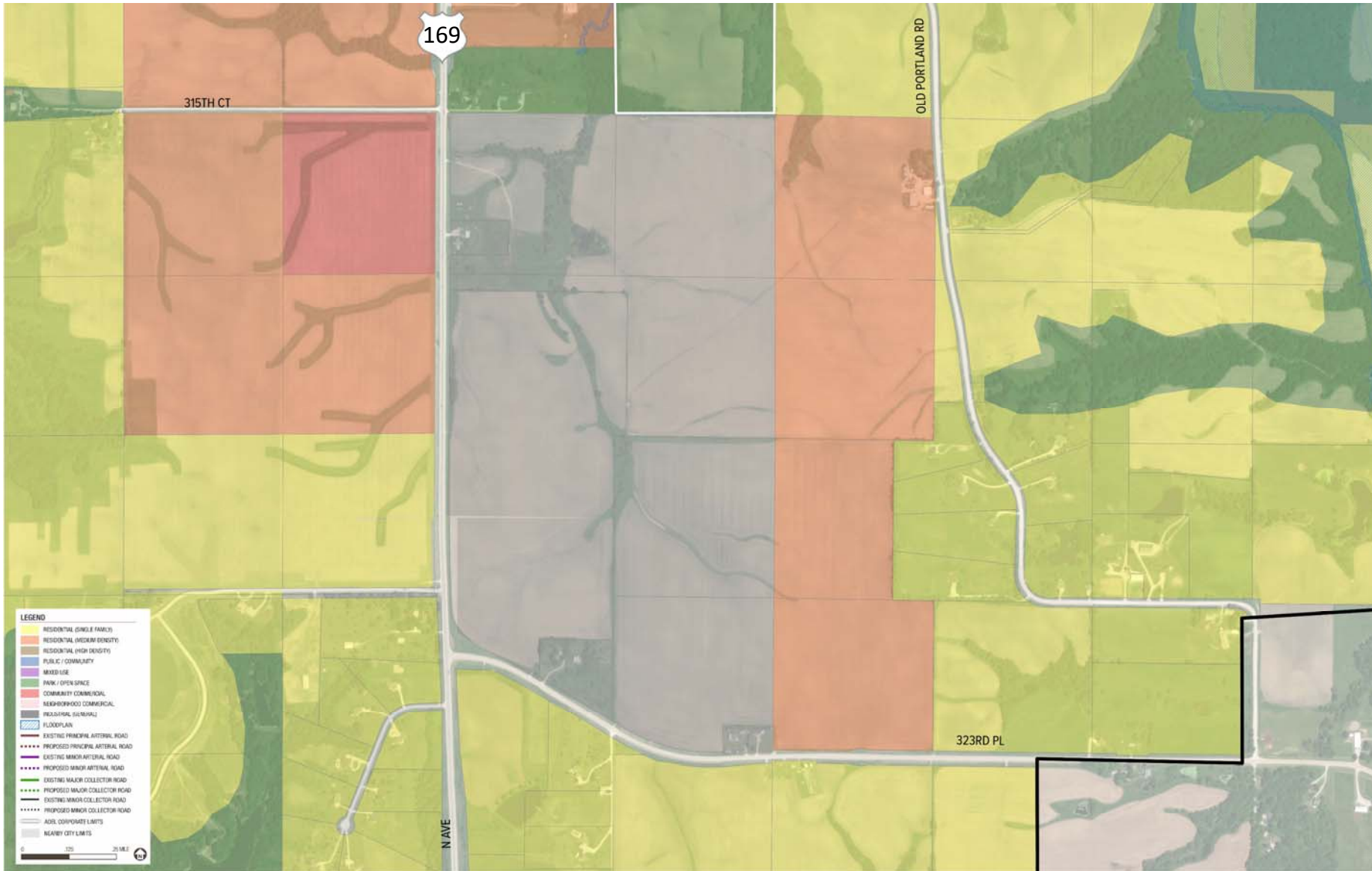
Land Use Changes | 2018 Highway 169 and 302nd Place



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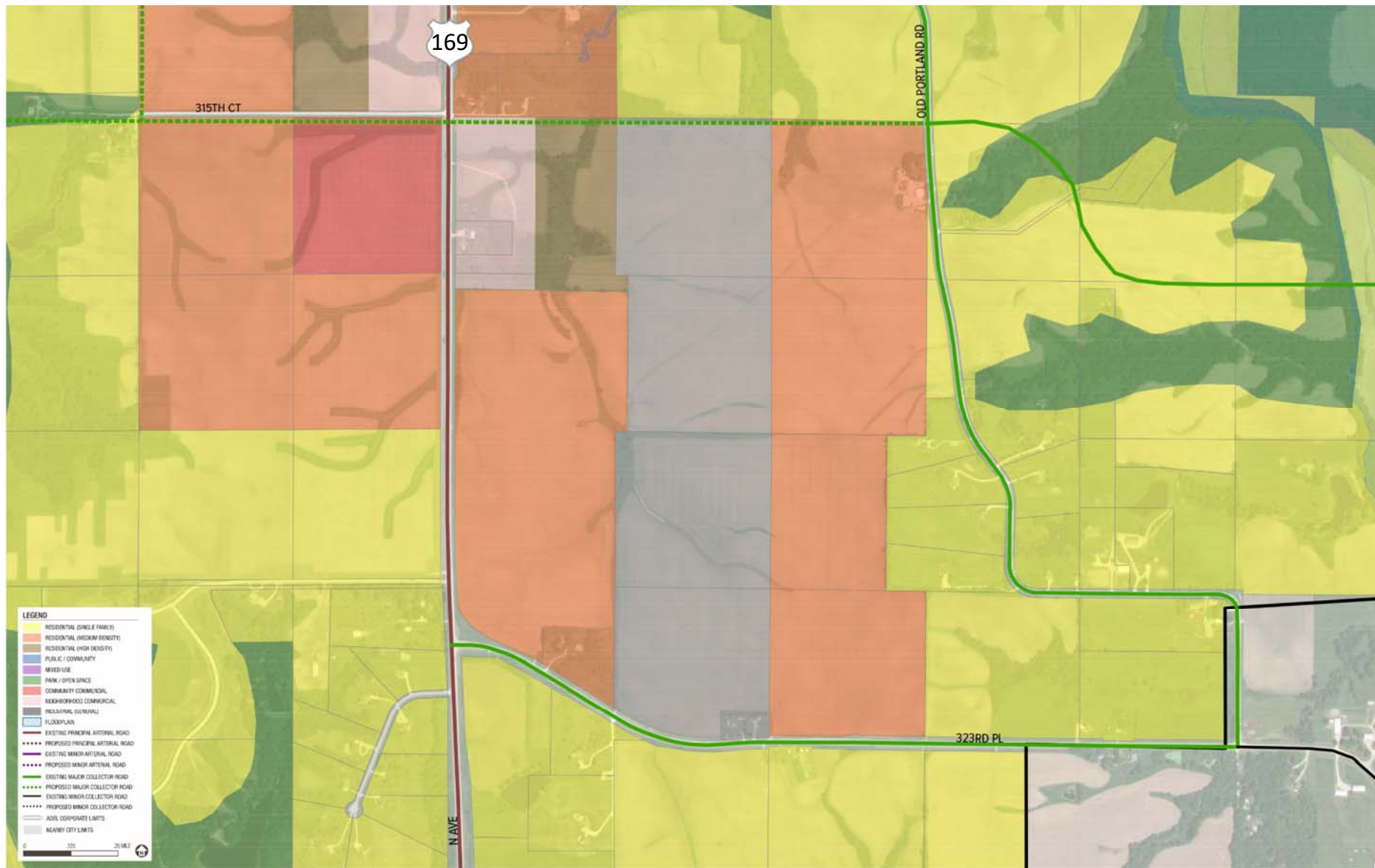
Land Use Changes | 2015 Highway 169 and 315th Ct



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Land Use Changes | 2018 Highway 169 and 315th Ct



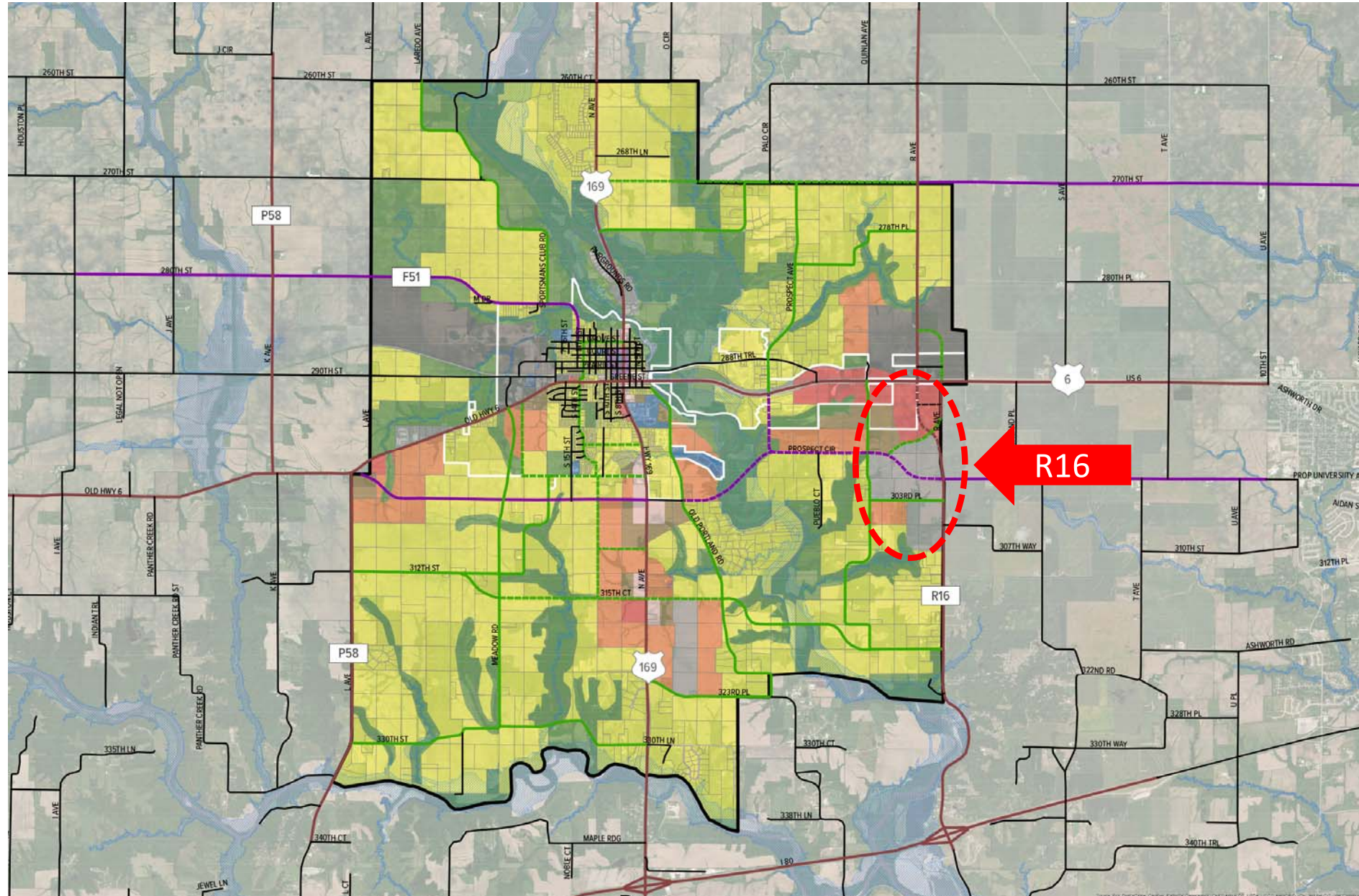
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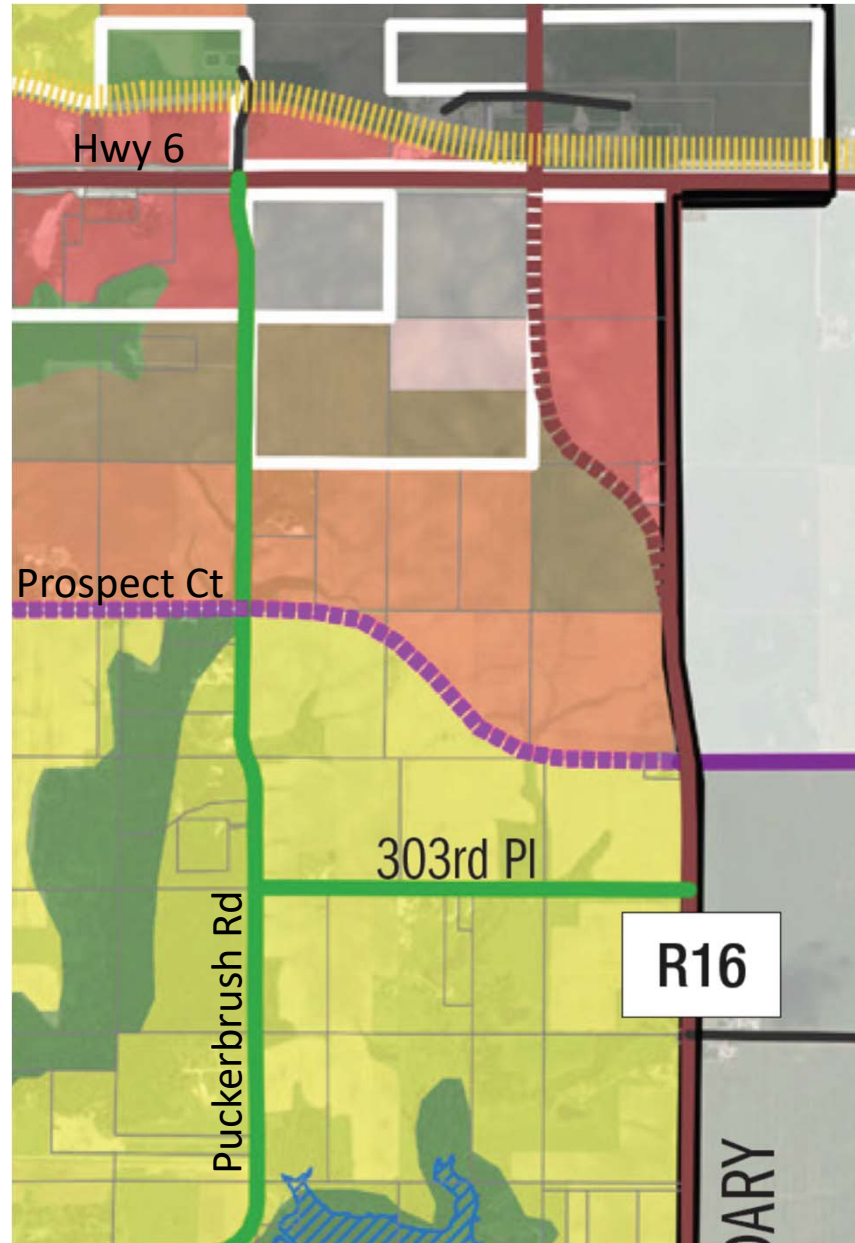
Land Use Changes | 2018 Update

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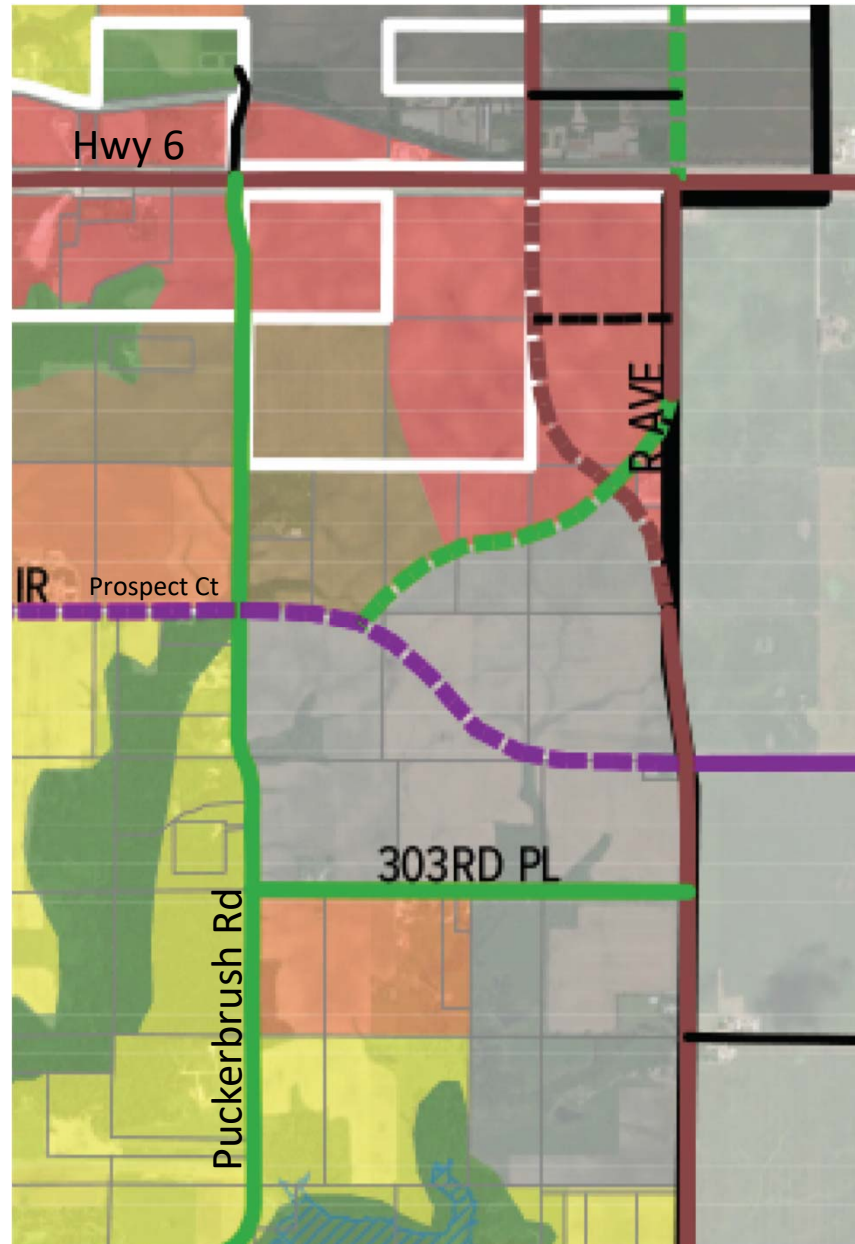
Land Use Changes | 2015 R-16 and 303rd Place



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Land Use Changes | 2018 R-16 and 303rd Place

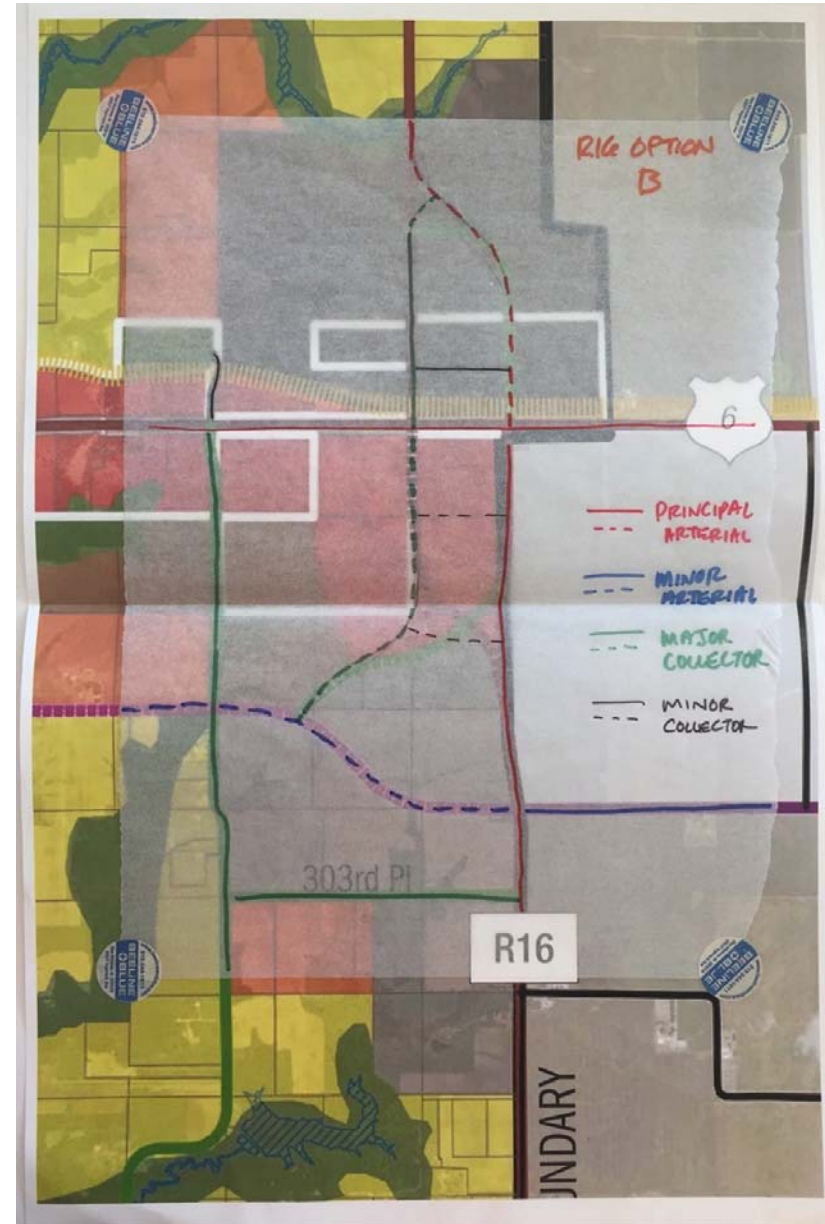


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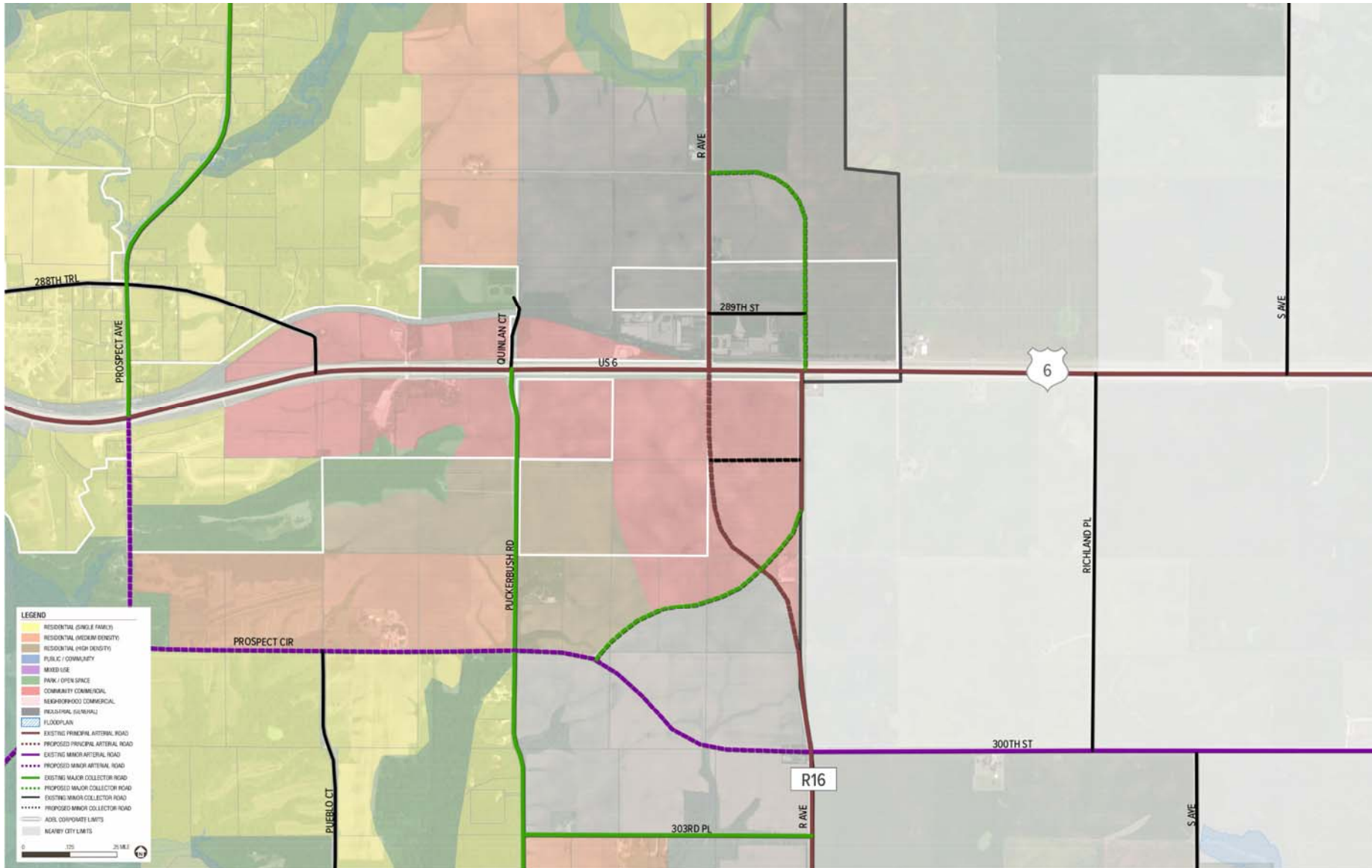
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R-16 Realignment Options A & B

- R-16 & Highway 6 alignment options



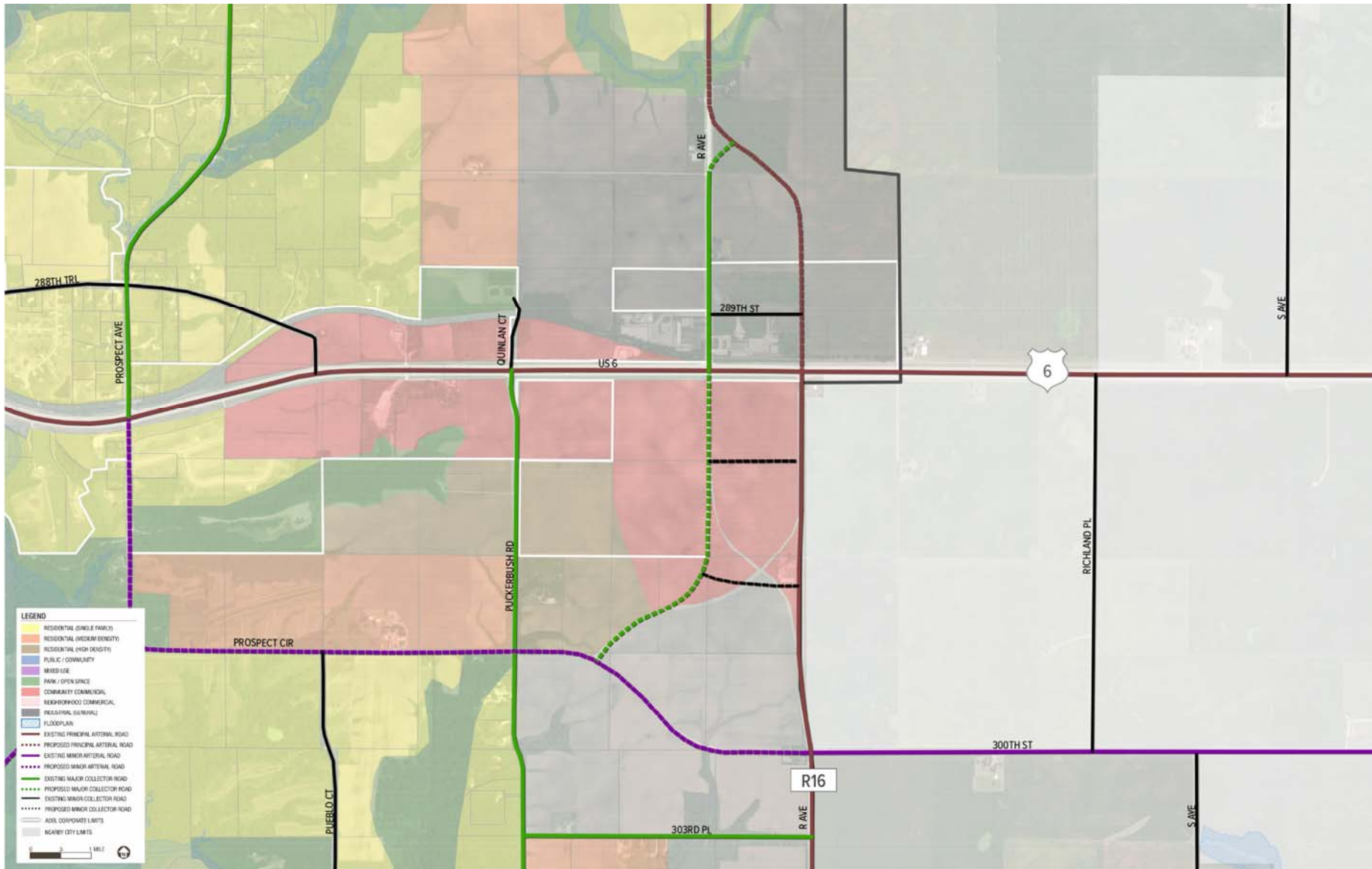
R-16 Realignment | Option A



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R-16 Realignment | Option B *(recommended by the P&Z)*



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Item 3 | Consistency Zoning Review

Downtown

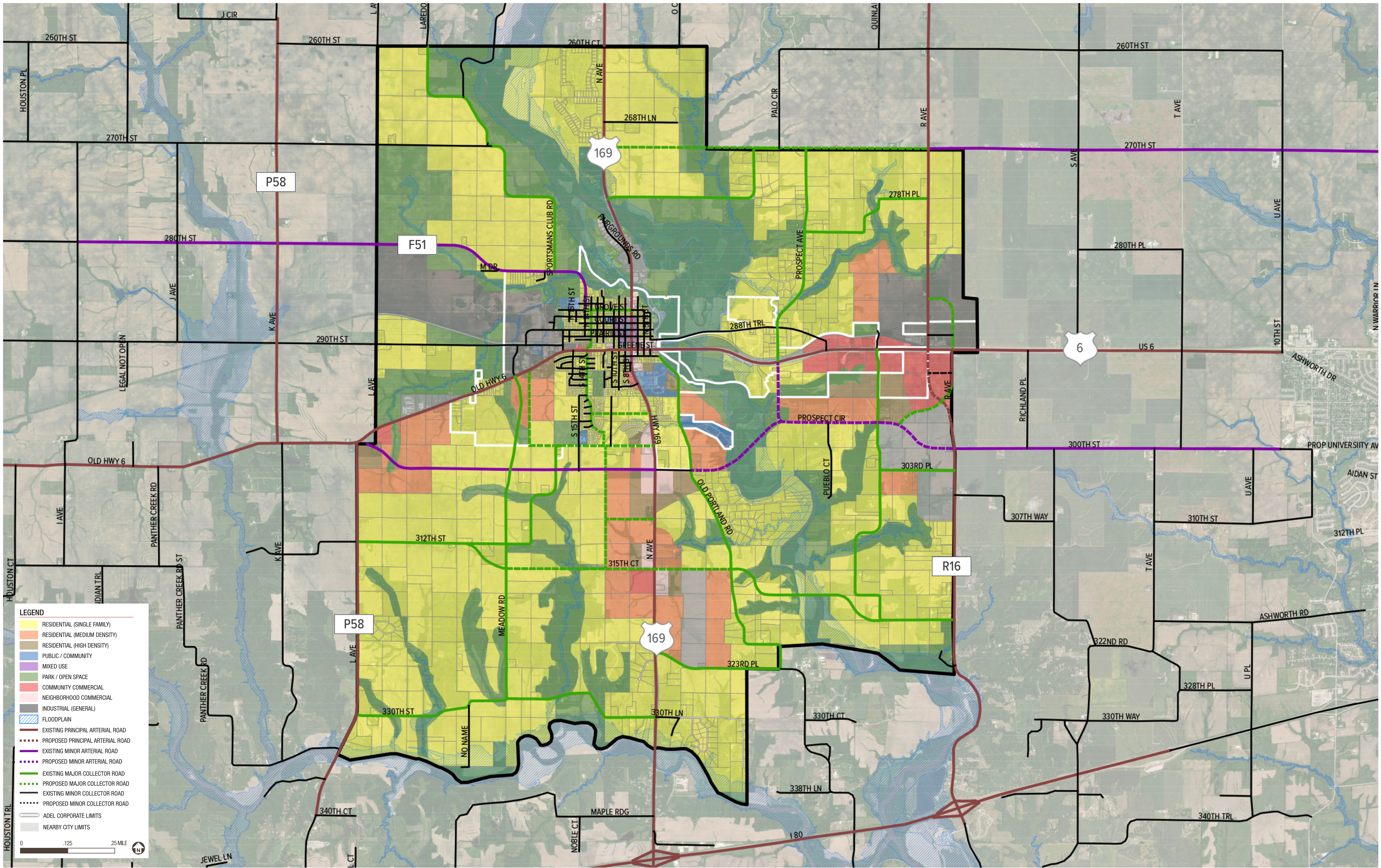
- Discussed intent behind commercial vs. residential zoning near downtown

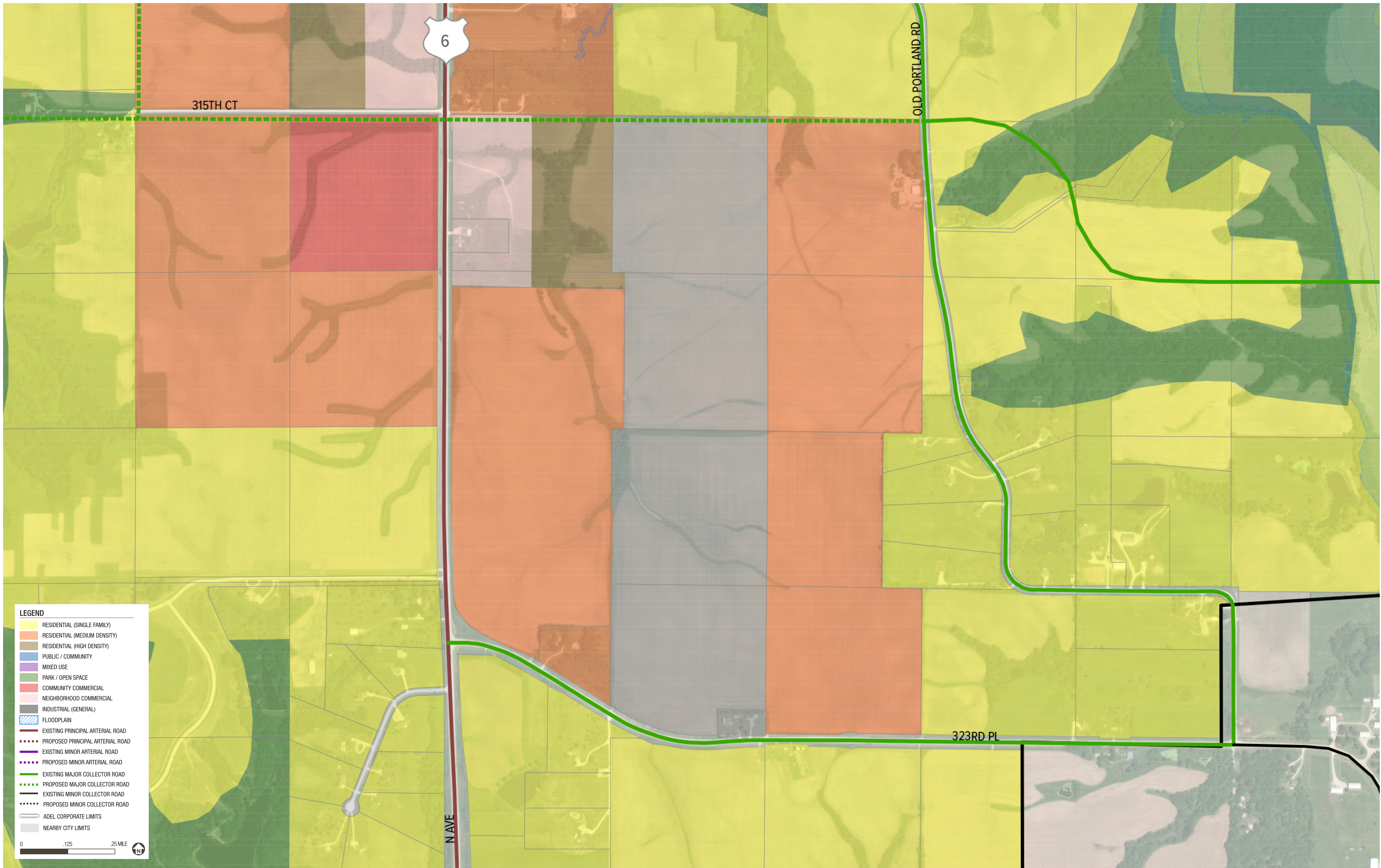
Highway 6

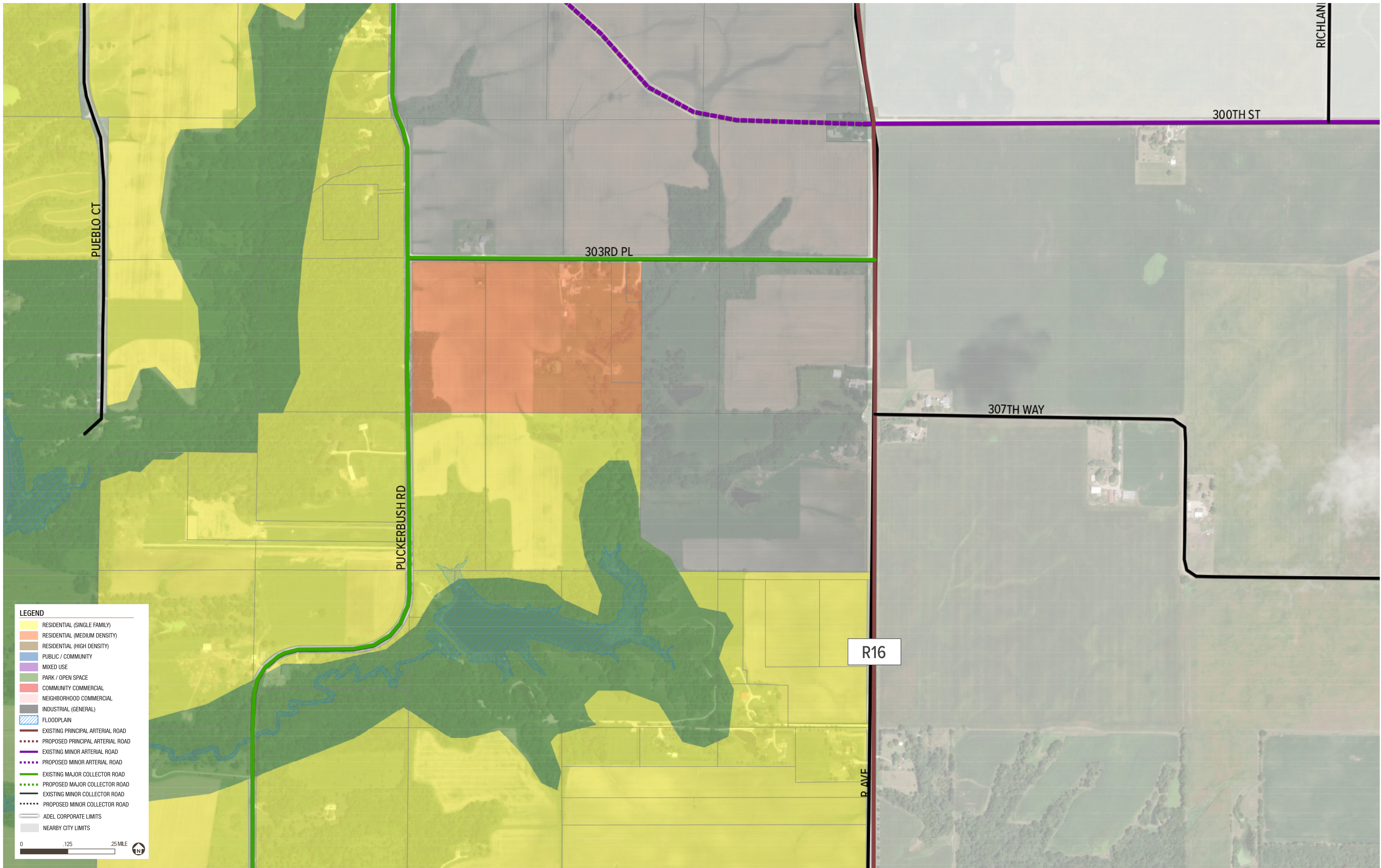
- Several areas identified as needing consistency zoning review

Highway 169 South

- Several areas identified as needing consistency zoning review



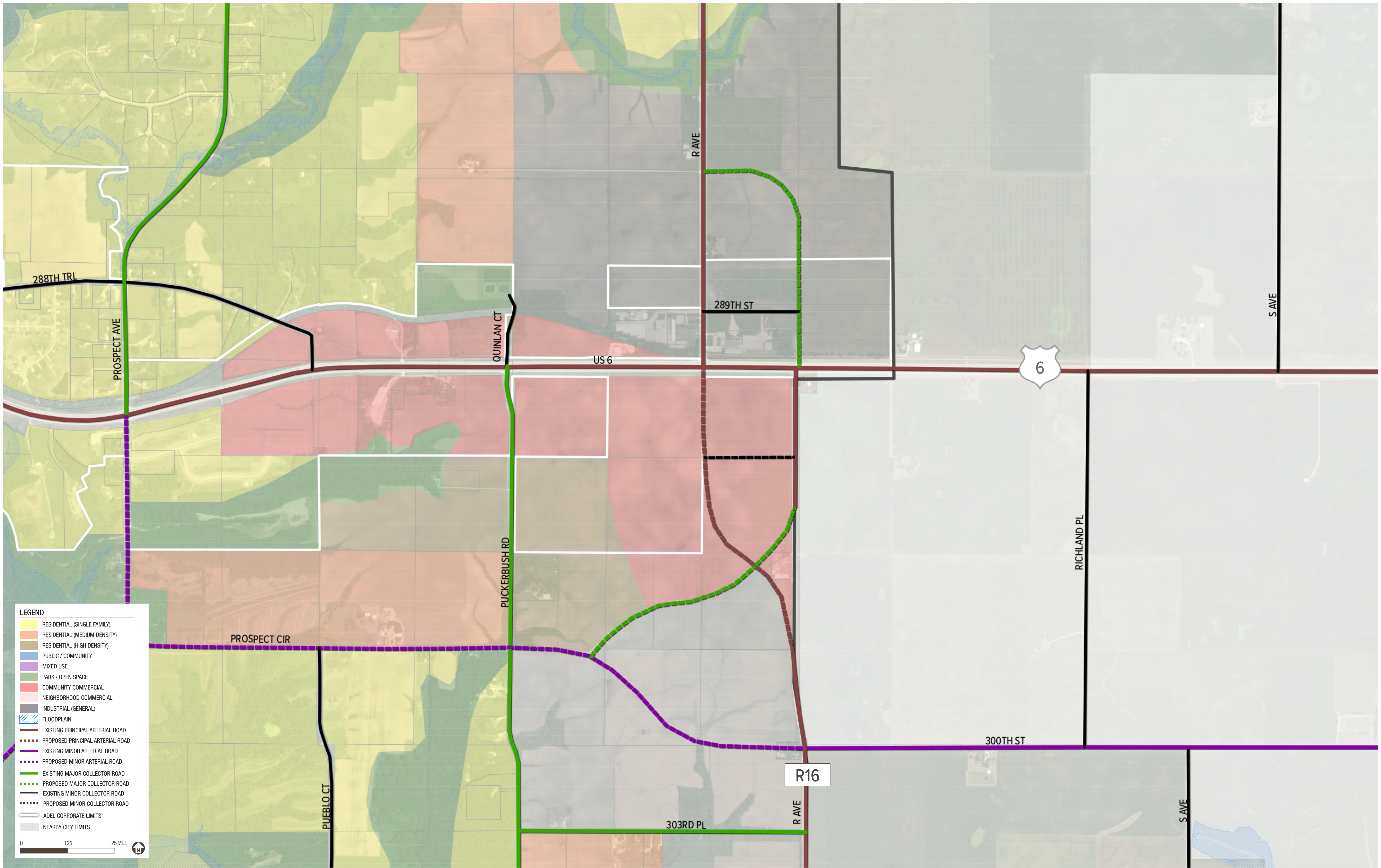


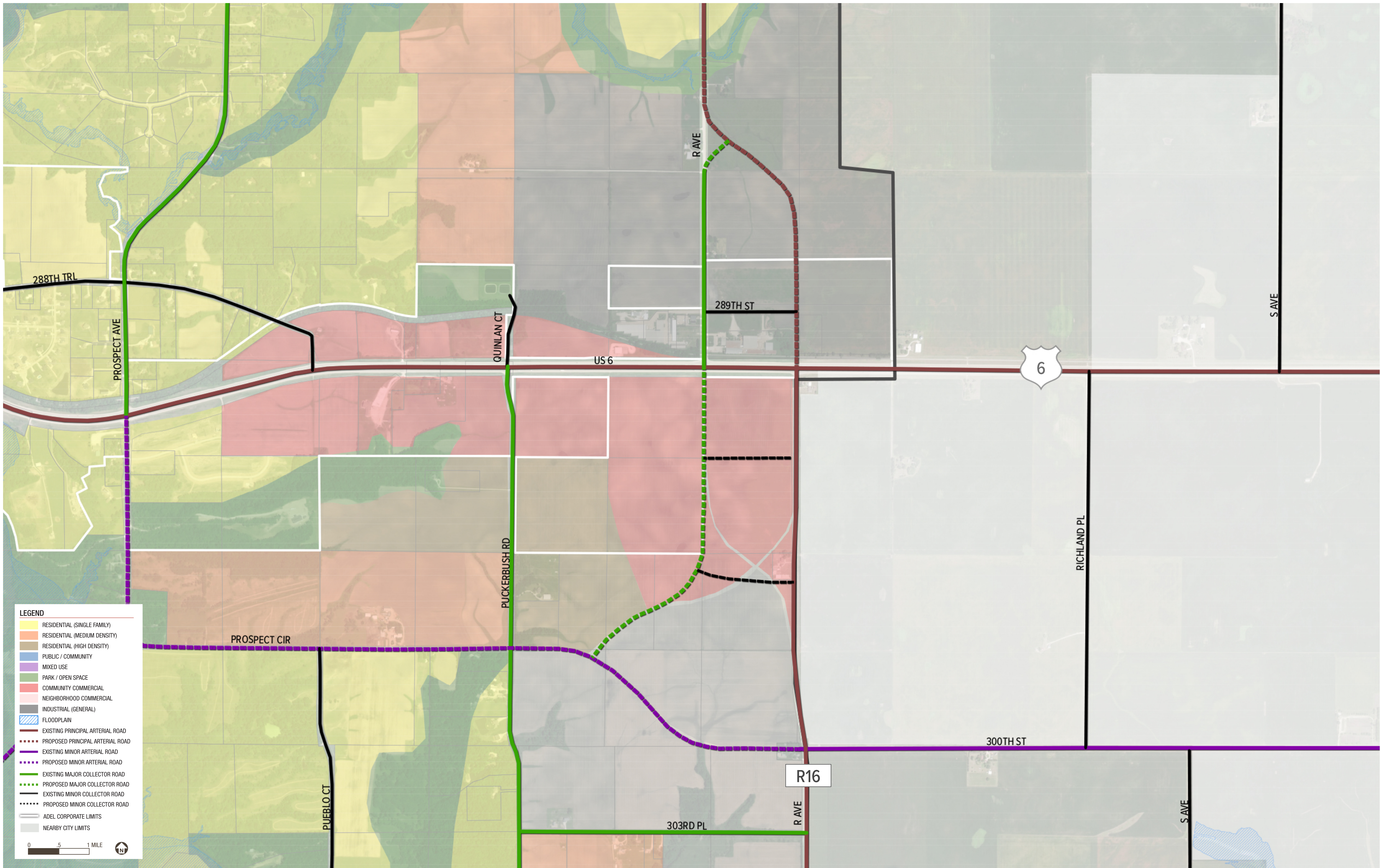


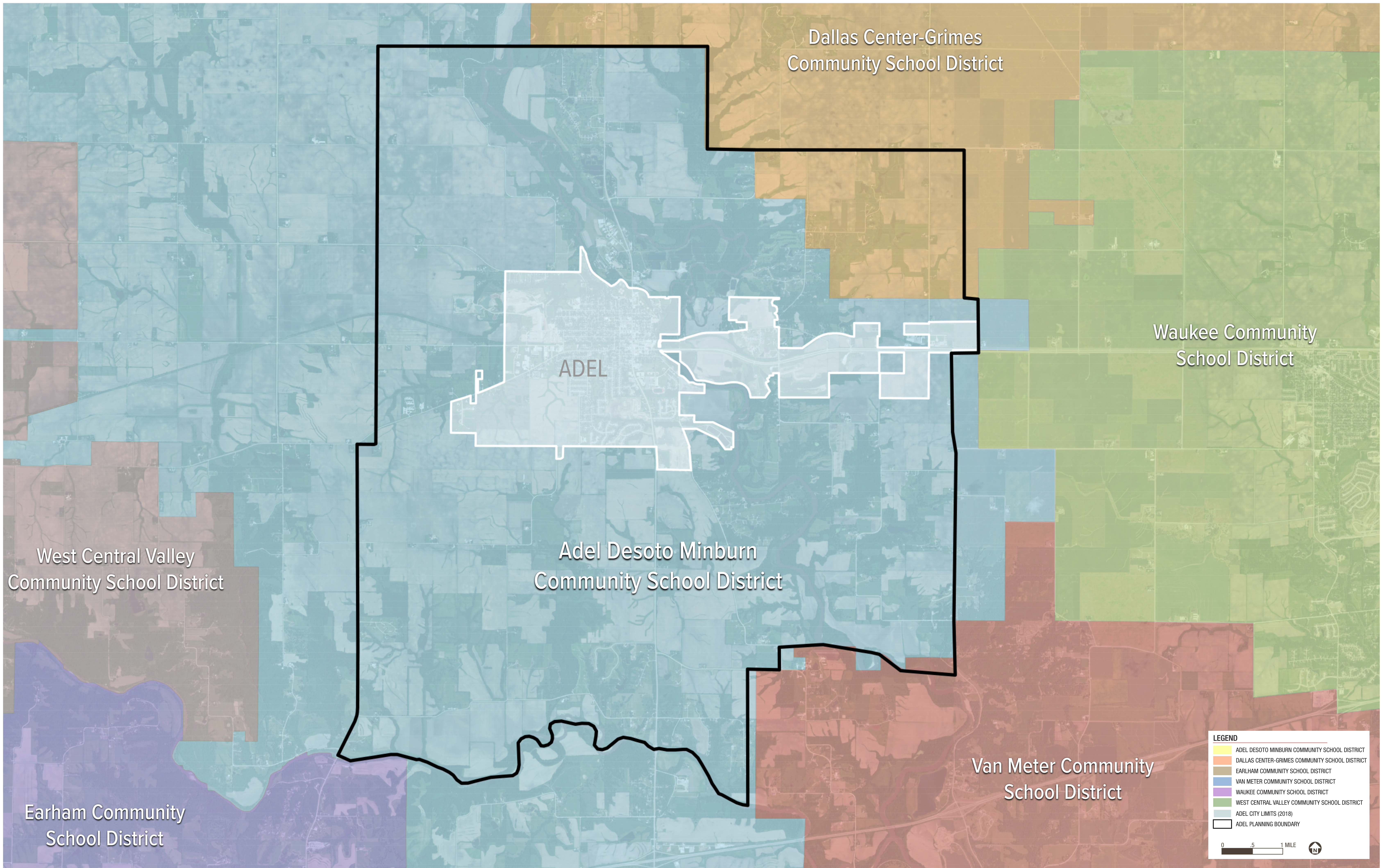
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Resolution No. 18-44

A RESOLUTION ADOPTING THE 2018 STRATEGIC PLANNING DOCUMENT

WHEREAS, on March 8, 2016, the City Council of the City of Adel, Iowa approved Resolution No. 16-09, which adopted the City's current Strategic Plan; and

WHEREAS, the City Council and City Staff decided that the City would benefit from a review of the Strategic Plan and by holding a workshop to provide direction for the City; and

WHEREAS, on Monday, April 23, 2018, the City Council held a Strategic Planning Workshop with Chris Shires from Confluence; and

WHEREAS, the purpose of this workshop was to provide initial input into the creation of defined policies and plans that will help guide future decision making related to annexation, the review of subdivision plats located outside the city limits, future land uses, and zoning; and

WHEREAS, the City Council and City Staff reviewed the City's Strategic Plan; identified the City's major accomplishments over the past two years; identified potential issues, concerns, trends, and opportunities facing the City; identified the City's on-going commitments;

WHEREAS, after reviewing the comments presented during the Strategic Planning Workshop, Mr. Shires prepared a new Strategic Plan, which is attached and includes information regarding the aforementioned items.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Adel, Iowa, on this 14th day of August, 2018, that the City of Adel hereby adopts the attached 2018 Strategic Planning Document as prepared by Mr. Shires and directs City Staff to begin implementation of the items in the document.

Passed and approved this 14th day of August, 2018.

James F. Peters, Mayor

Attest:

Jackie Steele, City Clerk



ADEL STRATEGIC PLANNING

Summary Report

June 2018

SUMMARY

As a follow-up to the 2018 City Council Goal Setting Session, the City held a workshop on Monday, April 23, 2018 with the Mayor and City Council, the Chair of the Planning and Zoning Commission, and several City department heads, to review and discuss three (3) key items impacting the growth of the City. The purpose of this workshop was to provide initial input into the creation of defined policies and plans that will help guide future decision making related to annexation, the review of subdivision plats located outside the city limits, future land uses, and zoning.

This summary document overviews the results of the workshop and provides draft policies for consideration by the City Council. A subsequent report will provide recommended changes to the City's current Future Land Use Map as well as specific areas that the City should consider rezoning to be consistent with the Future Land Use Map and any proposed changes.

TABLE OF CONTENTS

April 2018 Mayor + City Council Strategic Planning Workshop Overview

Draft Policy Recommendations

Next Steps

STRATEGIC PLANNING WORKSHOP OVERVIEW

A strategic planning workshop with the Mayor and City Council was held on April 23, 2018, in the Adel Public Library from 6:00 p.m. to 9:00 p.m. Approximately three members of the public attended the meeting in addition to several City staff and department heads.

The three main items to be discussed in the strategic planning workshop included:

Item 1 - Annexation and Extra Territorial Review (ETR) of Subdivision Plats

Item 2 - Future Land Use Plan Review

Item 3 - Consistency Zoning Review

Each discussion item had a series of questions for the group to discuss and consider.

For Item 1 the Annexation Policy questions included:

When will we annex?

The group agreed the City needs a clear plan or policy in place about when, where, and how to annex. When asked when the City should annex, the group provided a list of possible motivations for annexation including:

- Fix the City boundary along Highway 6 and R-16
- Protect borders and control their own future
- After understanding the financial impact of the cost to provide sewer, extend roads, and meet any owner demands
- Rural subdivision oversight within the planning boundary
- Protect border especially with Waukee after their large annex that accompanied the Apple data center announcement
- Economic development purposes (MidAmerican Energy site east of Adel)

Where will we annex?

The group determined the northern area of the Comprehensive Plan's planning boundary would be difficult to provide sewer service to and would be less likely to annex. Some annexation will depend on the intended use. A clear priority was identified for annexation near the border with Waukee along R-16 and Highway 6. The group agreed to continue communication with nearby cities (Waukee, Dallas Center, Desoto, and Van Meter) about established and future annexation moratorium agreements.

How will we annex?

Of the main types of annexations, the group preferred voluntary annexations. They would prefer

100% voluntary annexation but would be okay with an 80-20% voluntary-type annexation that includes non-consenting properties. While the group could not entirely rule out the annexation of non-consenters, it would not be the preferred annexation policy. Involuntary annexation was also seen as a less likely route for the City because they felt as if there was plenty of growth already occurring and the use of a strategy that would just cause ill will was not needed for Adel.

The group agreed that the City needs to be more aggressive in pursuing some annexations, especially east of Adel near the border with Waukee. Staff would need to be involved in reaching out with property owners.

Will we offer annexation tax abatement?

Tax abatement for non-consenting property was discussed as a possibility. The group admitted a concern that tax abatement for non-consenters would encourage non-consenters to take advantage of the policy. The group concluded that there needed to be a clearer policy on the use of annexation related tax abatement for residential and commercial development.

Other incentive strategies were discussed included city funded public improvements, sewer and water, hunting regulations, zoning, or waivers on assessments from future public improvements. In 2009, the City had conceded to a number of concessions that were less than ideal in order to annex in a property they felt was valuable for the community. The City does not want to be in these type of situations looking forward.

The group concluded there were some properties they would need to incentivize into annexation. The group requested incentive policy options as part of this planning effort. They also stressed the need to work with neighboring communities on maintaining annexation moratorium boundary lines.

For Item 1 the ETR policy questions included:

Will we review plats within our 2-mile review authority area?

The group said yes, the City should review all plats within the City's 2-mile review area.

Must they follow our Future Land Use Map?

The group said yes. They felt as if a lot of thought and public engagement had gone into the creation of the land use plan and that they should stick to the established plan for the area.

However, the group did stress the strong need to undergo a full Comprehensive Plan update. They also agreed that certain areas of the future land use plan would need updating as part of this planning process including areas along Highway 169 and Highway 6.

When will we approve or deny them?

The group indicated that approval or denial of ETR requests would be based on several of factors including:

- Is the proposed or anticipated use of that area consistent with the future land use plan
- Compliance with the City's subdivision regulations
- Availability of sanitary sewer service or agreement to install a dry sewer system for future connection

What about plats-of-survey or split lots (minor plats)?

The group did not think this was much of an issue for the City and that they would follow the County's lead on these cases that fell within the two-mile review area.

For Item 2 the Future Land Use questions included:

Highway 169

There were several land use changes needed along Highway 169. The group agreed that single-family residential development was not suitable for the Highway 169 corridor. The corridor should be focused on a mixture of commercial and industrial uses, especially retail as they have received multiple requests for retail space along the road.

Highway 6

The group agreed that an updated strategy for the land use and the alignment of R-16 at Highway 6 was needed. The Apple development proposal and the MidAmerican Energy site south of Highway 6 all warranted a new review of the land uses and road alignment in the future land use plan.

Downtown + the Floodplain

The group discussed the possibilities associated with the proposed revised FEMA floodplain in the downtown area that would bring more of the downtown out of the flood hazard area.

For Item 3 the Consistency Zoning Review questions included:

There were several areas identified to consider for consistency zoning review:

Downtown

There was a discussion of the future of commercial/retail in the downtown area. The Mayor discussed the original intention of zoning expanded areas of downtown Adel as commercial, but there was a needed discussion of how best to selectively rezone the downtown area to follow the updated future land use map.

Highway 6

There were several areas along Highway 6 that were identified as needing some consistency zoning review alongside a future land use plan update.

Nile Kinnick Dr / Highway 169 south

There were several areas along Highway 169 that were identified as needing some consistency zoning review alongside a future land use plan update.

Figure 1 - Adel Future Land Use Map (2015) + Nearby City 2-Mile Buffer Boundaries

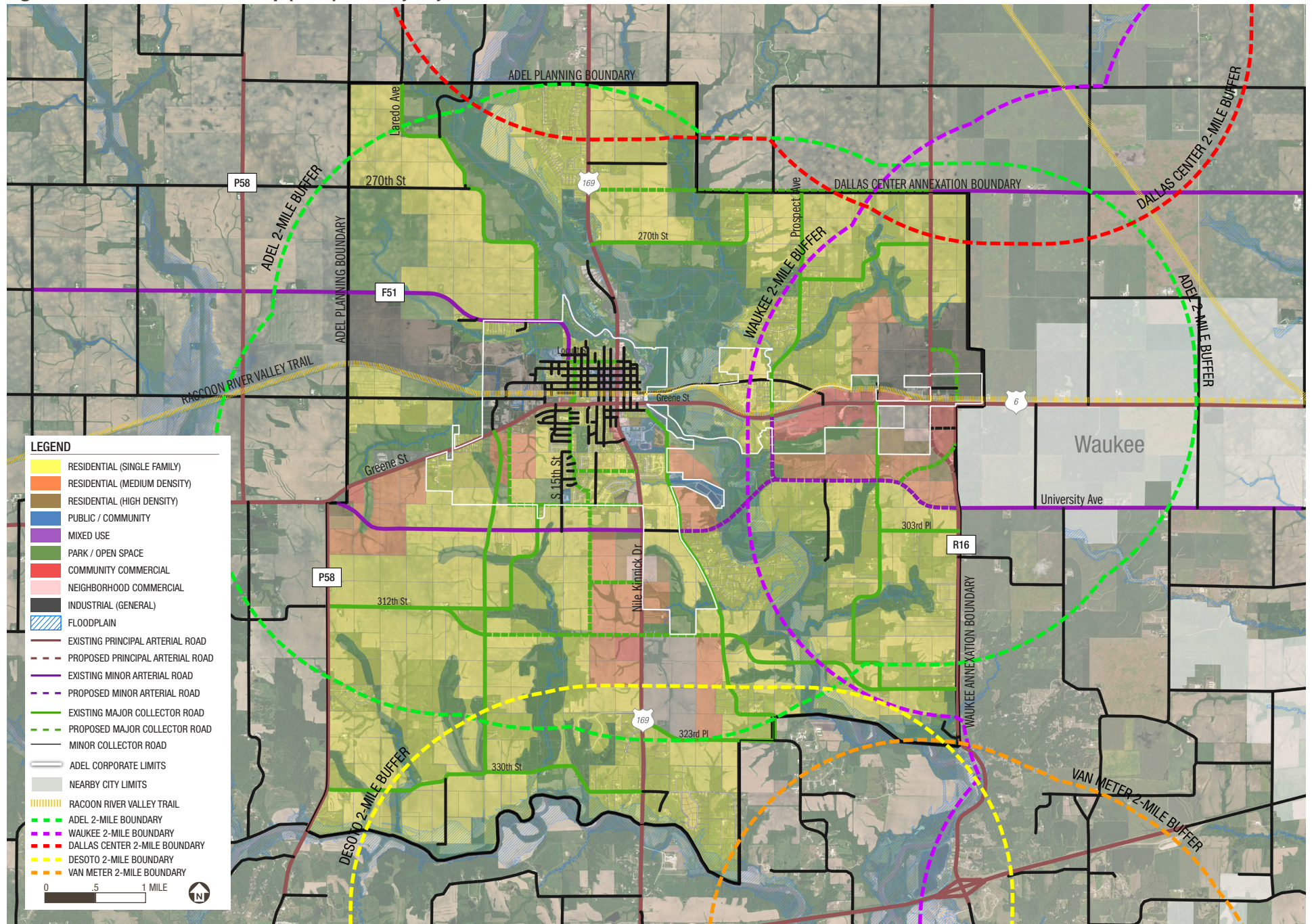
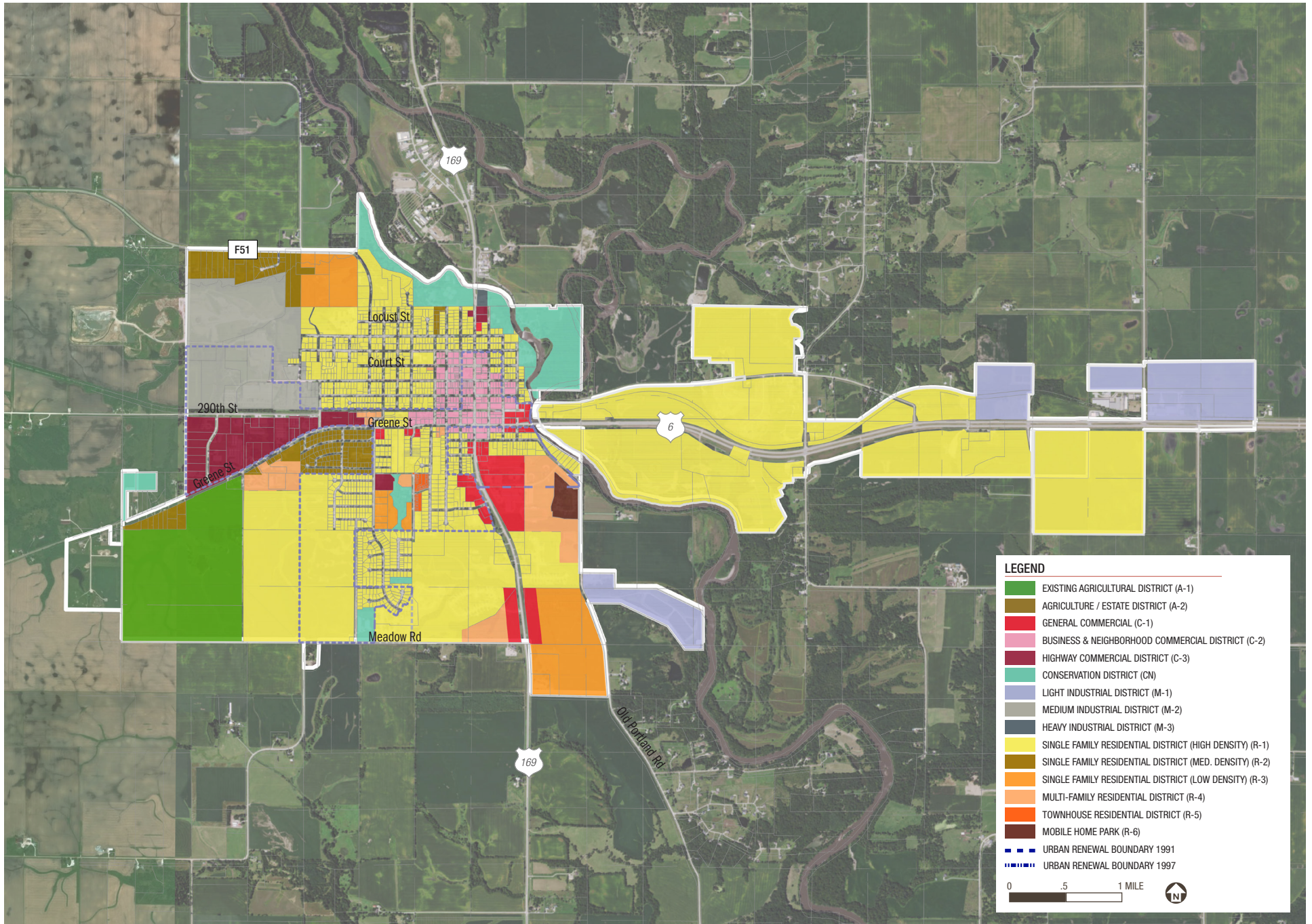


Figure 2 - Adel Zoning Map (May 2013)



DRAFT POLICIES

Based upon the input at the April 23, 2018 Strategic Planning Workshop, the following policies have been drafted. The intent of these policies is to assist City staff as well as the elected officials in their decision-making processes related to annexation of territory and review of subdivision plats within 2-miles of the City's corporate limits.

Annexation Policy

The following policies should be considered when evaluating matters related to annexing territory within the City of Adel.

Annexation Types

The City should consider requests for annexations that are either voluntary (all property consents to annexation) or voluntary with non-consenters (a minimum 80% of the annexation area agrees to annex with up to 20% of the annexation area not requesting or agreeing to be annexed). Involuntary annexations should not be pursued by the City.

Annexation Incentives

In general incentives for annexation should not be given. However, the City should consider allowing for the gradual imposition of city taxes against the annexed property up to the maximum schedule as allow under the Code of Iowa (368.11(3)(m)). This transitional tax abatement should only be given to existing developed property that consents or requests annexation. Tax abatement under this program should not be given to undeveloped property (agricultural or vacant land) or land that does not consent to annexation. Other economic development incentives the City may wish to consider for a property should not be tied to annexation and should instead be tied to the specific development being proposed on the property.

Annexation Boundary Agreements

The City should pursue agreements with neighboring cities to establish annexation boundary lines from which neither city will cross with an annexation. The desired annexation boundary lines should reflect the planning boundary as identified on the City's adopted Future Land Use Map.

City Pursued Annexations

City staff should pursue the annexation of land along Hwy 6 east to the planning boundary by contacting and meeting with property owners to determine their level of interest and long-term plans for their property. The annexation area is divided into three different priority zones (see Figure 1).

2-Mile Subdivision Plat Review Policy

The following policies should be considered when reviewing subdivision plats within 2-miles of the corporate limits of the City of Adel.

Subdivision Plat Review

All subdivision plats that are within 2-miles of the corporate limits of the City and within the City's planning boundary as identified on the Future Land Use Map should be reviewed by the City and subject to the City's subdivision regulations including design standards and parkland dedication requirements. Plats-of-Survey and lot splits that create a total of 2 or fewer new parcels of record within the 2-mile review area can be deferred to Dallas County provided they do not negatively impact the future development of the area or inhibit the extension or expansion of any highways or roadways. Otherwise, plats-of-survey and lot splits that may impact future development of an area should be reviewed by the City.

Sanitary Sewer Service

No subdivision within 2-miles of the corporate limits of the City and within the City's planning boundary should be approved unless provisions for sewer service have been made. If within an area that is planned for City sanitary sewer service, the subdivider shall construct a dry sanitary sewer system with an agreement that the subdivision will connect to the City's system when the area is annexed into the City and City sanitary sewer is made available. If the area is planned for City sanitary sewer service but that service is not likely to occur within the next 20 years, then the subdivider shall devise a plan, reserve easements, and establish agreements necessary for the future extension and connection of the subdivision to the City sanitary sewer system when it becomes available. If the area is never likely to be served by City sanitary sewer, then an alternative sewerage system may be proposed by the subdivider.

City sanitary sewer service should not be provided to any property located outside the City corporate limits. The City Council may grant an exception for existing developed properties requesting city sewer to resolve a septic system issue provided that property executes an agreement to annex into the City when requested by the City.

Paved Street Access

No subdivision within 2-miles of the corporate limits of the City and within the City's planning boundary should be approved unless it has at least one connection to a paved public street. The subdivider shall further be responsible to improve the subdivision's share of any adjoining unpaved roadways and dedicated the appropriate right-of-way. All streets within the subdivision, whether public or private, shall be paved to the City's design standards.

The City should consider updating the subdivision regulations to define and permit a paved, rural road standard for streets serving rural estate lots that are all greater than once acre in size.

Land Use and Future Streets Plan Consistency

No subdivision within 2-miles of the corporate limits of the City and within the City's planning boundary should be approved unless it is consistent with the land uses and ultimate streets system as identified for the property on the City's adopted Future Land Use Map.

Figure 3 - Priority Annexation Map

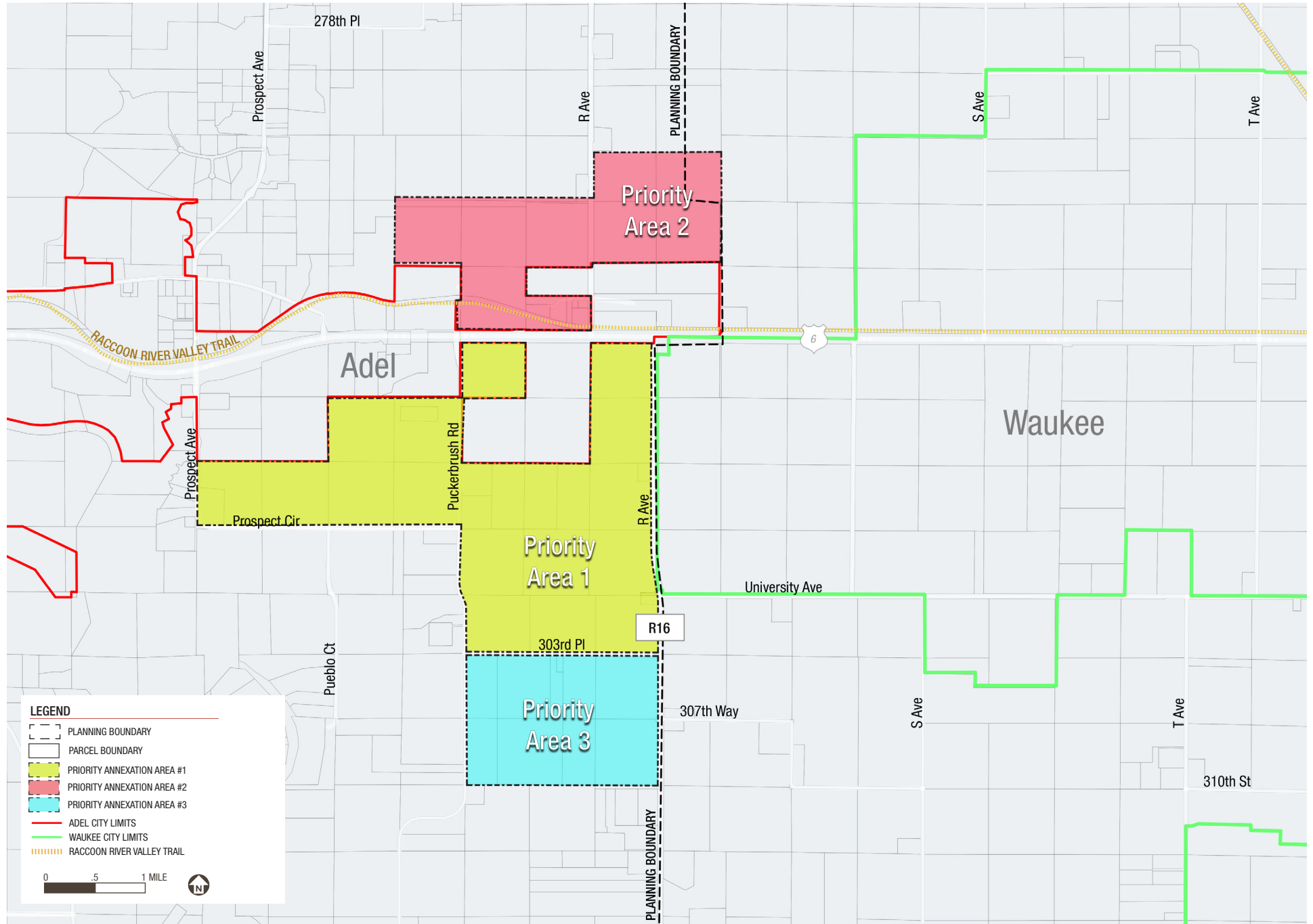
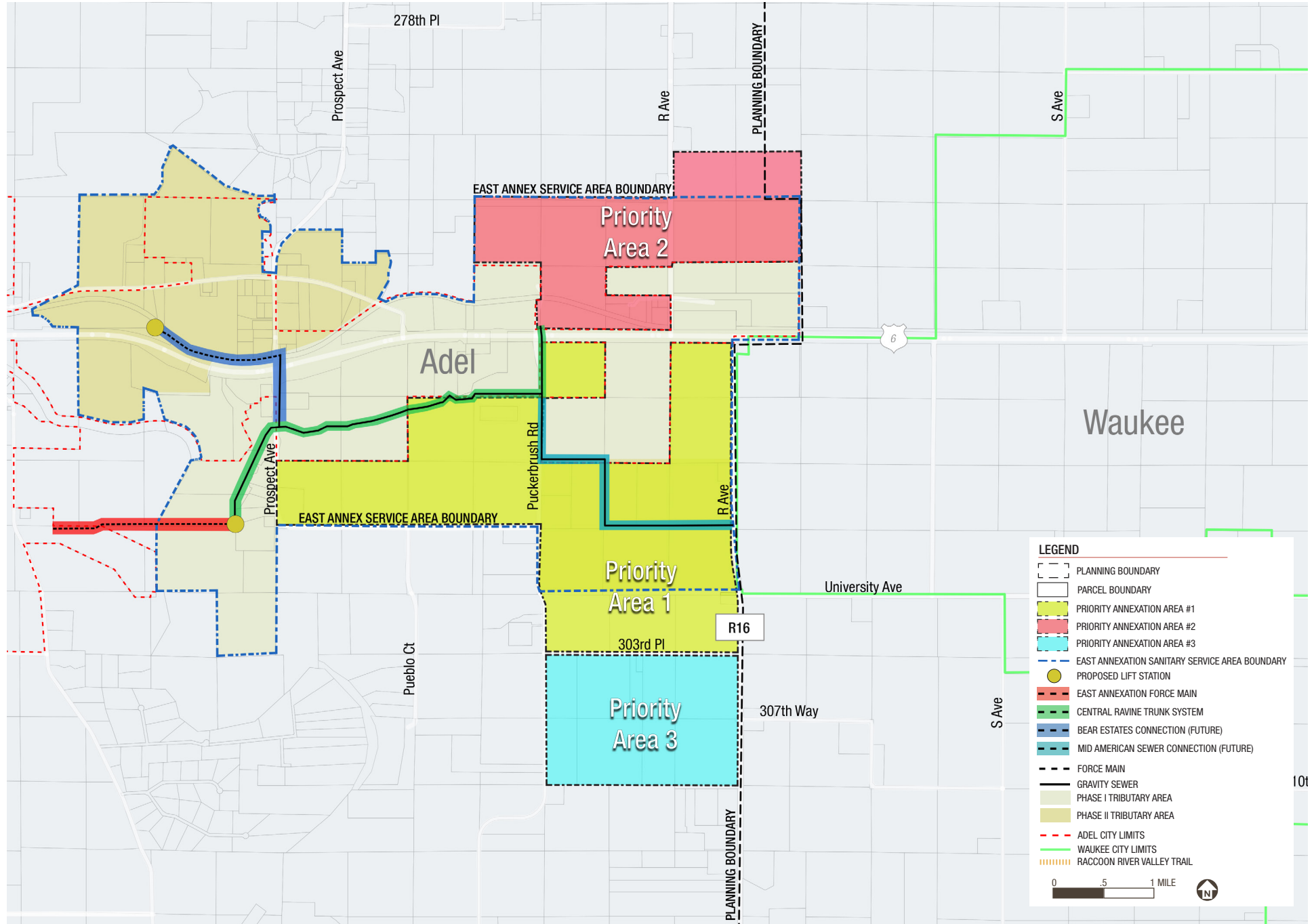


Figure 4 - Adel East Annexation Sanitary Sewer System Extension + Priority Annexation Areas



Resolution No. 18-45

**A RESOLUTION APPROVING ON-CALL AGREEMENT WITH CONFLUENCE
FOR PLANNING SERVICES**

WHEREAS, the City of Adel is seeking the services of a person/entity to perform planning services on a time and materials basis for the City; and

WHEREAS, Confluence has experience and expertise with regard to planning services and is interested in performing such services for and/or on behalf of the City of Adel; and

WHEREAS, Confluence and the City of Adel desire to enter into an Independent Contractor Agreement on the terms and conditions set forth in the attached agreement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA that the City of Adel enter into an on-call agreement with Confluence for the purpose to perform planning services on a time and materials basis.

Passed and approved this 14th day of August, 2018.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

**Independent Contractor Agreement
for
Professional Services**

This Agreement shall be entered into between the City of Adel (the City), a municipal corporation organized and existing under Iowa law, and Confluence, Inc., an independent professional services contractor (Confluence), for the performance of certain planning services as outlined herein.

WITNESSETH:

WHEREAS, the City, is seeking the services of a person/entity to perform planning services on a time and materials basis for the City; and

WHEREAS, Confluence has experience and expertise with regard to planning services and is interested in performing such services for and/or on behalf of the City; and

WHEREAS, Confluence and the City desire to enter into an Independent Contractor Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained, the parties hereto, agree as follows:

1. **SERVICES TO BE PERFORMED:** Confluence shall perform the following services for the City, and those other services as may be subsequently agreed to by mutual agreement of the parties:
 - a. Confluence will provide planning services on an hourly basis upon request of the City. Planning services may include reviewing development proposals for compliance with the City's zoning and subdivision regulations and Comprehensive Plan; providing written reports or electronic presentations for the Planning and Zoning Commission, Board of Adjustment, and City Council; attending and/or

presenting at meetings; providing policy recommendations and zoning and subdivision code amendments; and GIS based mapping services.

2. **DAYS AND TIMES OF SERVICE:** Confluence shall perform its services on days and times convenient to Confluence, unless and until the City notifies Confluence, whether verbally or in writing, of any limitations or requests on the specific day and time such services may or shall be performed. If the parties have already agreed to certain times/dates for services those dates are outlined here below:

3. **INSTRUMENTATIONS:** Confluence shall be solely responsible for providing any instrumentations, equipment, supplies, vehicle, etc. necessary to accomplish the designated services listed in this Agreement, unless otherwise provided by the City.

4. **COMPENSATION AND TERMS OF PAYMENT:** Confluence shall bill the City monthly for services rendered in the prior thirty day period. The City shall make said payment to Confluence, at the address provided by Confluence, within 30 days of receipt of invoice from Confluence.

5. **REIMBURSEMENT OF EXPENSES:** Confluence shall be reimbursed for actual costs only of reimbursable expenses outlined below. The City will not be liable to Confluence for any expenses paid or incurred by Confluence unless otherwise agreed between the parties herein.

Expenses to be reimbursed by the City to Confluence are as follows:

See attached Exhibit A.

6. **GENERAL COMPLIANCE**

In the conduct of the professional services contemplated hereunder, Confluence shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City and other governmental authorities with jurisdiction over the work. Confluence must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. **STANDARD OF CARE**

Services provided by Confluence under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION:

Confluence agrees to hold in trust and confidence any confidential and proprietary information or data relating to the City and shall not disseminate or disclose such confidential information to any individual or entity, except the City's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City. Correspondingly, the City, to the extent permitted by law, agrees to hold in trust and confidence any confidential and proprietary information or data relating to Confluence and shall disseminate or disclose such confidential or proprietary information to any individual or entity, except as to the City's employees (who shall be under a duty of confidentiality), and any other individuals specifically permitted by Confluence.

9. OWNERSHIP OF MATERIALS AND DELIVERABLES: Confluence agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this Agreement and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the City. Confluence will be required to assign all right, title, and interest in and to all of the foregoing to the City. As owner of the Deliverables and related intellectual property rights, the City may: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit, or use the Deliverables as the City sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display, and distribute any Deliverable(s) in any medium, and (iv) sell, license, sublicense, lease, or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to Confluence.

10. INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. The City is interested only in the end results achieved by the Services of Confluence and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of Confluence. Confluence is not an agent or employee of the City for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume

any obligations or make any warranties or representations on behalf of the other. Confluence accordingly waives any claim to any other payment or benefit of any kind, quantity or amount on account of performance, hereunder, except such payment as provided for in this Agreement. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the City on account of Confluence. Confluence is responsible for all withholding taxes, social security, unemployment, workers compensation and other taxes and insurance and shall hold the City harmless for any claim for the same.

11. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Confluence. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

12. **INDEMNIFICATION:** Confluence shall indemnify and hold the City harmless from and against liabilities, costs and expenses (including reasonable attorney's fees) that the City may incur or sustain as a result of any negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by Confluence.

13. **TERM:** This Agreement shall begin on August 1, 2018 and shall continue in effect until July 31, 2019, unless terminated by either party in accordance with Section 14.

14. **TERMINATION:** This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by the City, without cause and for its convenience upon thirty (30) days written notice to the Confluence. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, Confluence shall be compensated for all services and Deliverables performed prior to the date of termination. Additionally, upon termination of the Agreement, the City shall retain ownership in or will be granted possession or ownership of all Deliverables performed prior to the date of termination. Confluence agrees to work cooperatively with the City upon termination to ensure that all necessary ownership and possession is secured.

15. **INSURANCE:**

A. Confluence shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or

death; \$2,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the City is required.

B. Confluence shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the City is required.

C. Confluence shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of Confluence. The insurance coverage shall not be reduced below these limits and Confluence will notify the City of any erosion of the Policy Limits due to claims made. Confluence shall provide the City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

D. AGENTS AND SUBCONTRACTORS. Confluence shall require that any of its independent contractors, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of Confluence.

E. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY. Except for Workers Compensation and Professional Liability, the policies providing the coverage specified in A, B and C above shall include the City as Additional Insured and Governmental Immunities Endorsements.

F. Failure of Confluence to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

16. **NOTICES:** All notices given under this Agreement shall be in writing, made by certified mail or personal delivery to the parties hereto, at the following addresses:

The City:

City of Adel
301 S 10th Street
PO Box 248
Adel, IA 50003
PH: (515) 993-4525

Confluence:

Confluence, Inc.
525 17th Street
Des Moines, IA 50309
PH: (515) 288-4875

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

17. **COMPLIANCE WITH LAWS:** Confluence agrees that during the term of this Agreement and as a condition of the City's duty to perform under the terms of this Agreement that Confluence will be in compliance with all applicable federal and state laws, rules and regulations and the policies of the City.

18. **ASSIGNMENT:** Confluence acknowledges that Confluence's services are unique and personal. Accordingly, Confluence may not assign Confluence's rights or delegate Confluence's duties or obligations under this Independent Contractor Agreement without the prior written consent of the City.

19. **WAIVER:** No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

20. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

21. **HEADINGS:** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

22. **SEVERABILITY:** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

23. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or

dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Dallas County, Iowa, unless otherwise agreed by the parties.

24. **FORCE MAJEURE:** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

25. **ENTIRE AGREEMENT:** This agreement shall be the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

26. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

This Agreement signed and dated this _____ day of _____, 2018.

Confluence

City of Adel

By: 

Christopher Shires

James F. Peters, Mayor

Title: Principal

Attest:

Jackie Steele, City Clerk

01406780-1\10568-037

EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

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

REIMBURSABLE EXPENSES

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

Effective 1/1/2017

August 9, 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 #4)

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 #5)

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 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.

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.

I. EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outlined in the Scope of Services in this agreement, the City finds it desirable or necessary to cause this Consultant Team to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply, or a project fee may be negotiated. Extra work may include attending additional meetings, workshops, stakeholder input sessions, or public hearings; additional plan revisions; or expansion of the scope to include the update of additional maps or sections within the Comprehensive Plan.

J. SUCCESSOR'S AND ASSIGNMENT:

1. The City and this firm each binds itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

K. GENERAL CONDITIONS:

1. Attached hereto this agreement and made a part hereof by reference are the General Conditions.

As you review this proposal, please call me with any questions. We look forward to working with you on this project.

Sincerely,

Christopher Shires, AICP
Principal

Offered by:
Confluence

Accepted by:
City of Adel, Iowa



08-09-2018

(signature)

(date)

(signature)

(date)

Christopher Shires, Principal

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.

INVITATION FOR BIDS FOR POSSIBLE SALE OF CITY PROPERTY

Notice is hereby given that the City Council of the City of Adel (“City”) is inviting bids for the purchase of the following property:

890 square feet of right-of-way property located just east of 412 Prairie Street

(the “Property”)

The Property will be sold AS IS and in its existing condition. The City makes no warranties, expressed or implied, as to the condition or use of the Property. Additionally, the City makes no representations, warranties or covenants concerning the compliance of the said Property with any environmental laws or other land use laws, rules or regulations. Any abstracting, survey costs, and the City’s legal fees associated with the sale of the Property to be paid by the successful buyer(s).

For additional information regarding the Property to be sold, contact Anthony Brown, City Administrator, City of Adel, 301 S. 10th Street, Adel, Iowa, 50003, (515) 993-4525. A diagram of the Property is available for viewing at Adel City Hall (301 S. 10th Street).

The Property to be sold is considered City right of way and the sale is therefore contingent on the City completing the procedures identified in Iowa Code Chapter 306 for the vacation and sale of right of way. Notice and public hearing requirements will be initiated after the receipt and consideration of bids.

Sealed bids for the purchase of the Property will be received by the City Clerk at Adel City Hall, 301 S. 10th Street, Adel, Iowa, 50003, before 4:00 p.m. CST on the 13th day of August, 2018. Bids must be enclosed and sealed in an envelope plainly marked with the words, “BID: SALE OF CITY PROPERTY.” At that time, sealed bids will be opened. The bids received and any other proposals for purchase of the property will be submitted to the City Council for its consideration on Tuesday, August 14, 2018 at 6:00 p.m. in the council chambers at Adel City Hall (301 S. 10th Street).

The City reserves the right to receive additional bids after the sealed bids have been opened and to make counter proposals on a bid. The City reserves the right to reject any or all bids received or to waive irregularities in bids. The City may decline to sell if the bids received are deemed inadequate.

Dated this 9th day of August, 2018.

CITY OF ADEL

Jackie Steele
City Clerk



Parcel Info

Parcel ID:	1129458005
Primary Name:	Berkenbosch, Paul & Berkenbosch, Christine JTRS
Address:	412 PRAIRIE ST ADEL
Legal Desc:	S87' LOT 4 BLK 36
Net Acres:	0
Links:	Assessor Info Tax Info (Solutions)

Parcel Search Options

Deedholder:

Parcel #:

Property Address: 412 Prairie

Legal Desc:

	Primary Name	Property Address	Legal Desc
Map It	Hillmer, Rebecca Revocable Tru Hillmer, Rebecca Trustee	1412 PRAIRIE ST ADEL	RICES ADD S70.10' S 1/2 W1/2 BLK 20
Map It	Berkenbosch, Paul & Berkenbosch, Christine JTRS	412 PRAIRIE ST ADEL	S87' LOT 4 BLK 36

★ 412 Prairie

— ROW Purchase Requested
approximately 10' wide by 89' long (890 sq. ft.)

XMin: 1499798.33 YMin: 589189.69 XMax: 1500291.32 YMax: 589489.25
1500248.953774019, 589272.7101403499 0 41ft

- Layer List Legend
- Quick Links
- Property Search
 - View Map
- Layers
- Parcels
 - Parcel Numbers
 - Improved Sales
 - Land Sales
 - Road Centerlines
 - USA Major Highways
 - Railroads
 - City Limits
 - Subdivisions
 - Landuse
 - Townships
 - Sections
 - Soils
 - Lakes
 - Streams and Rivers
 - Labels
 - County Outlines
 - 2017 Aerial Photos
 - 2016 Aerial Photos
- Restore Layer Defaults



Results:

Parcel ID - 1129458005
 Address - 412 PRAIRIE ST
 Owner - Berkenbosch, Paul & Berkenbosch, Christine JTRS (WD)
 View Report | Pictometry Imagery | Soils Report | Google Maps

Existing ROW

Parcel ID	1129458005	Alternate ID/n/s		Owner Address	Berkenbosch, Paul & Berkenbosch, Christine JTRS
Sec/Twp/Rng	29-79-27	Class	R		PO Box 61
Property Address	412 PRAIRIE ST	Acreage	n/a		Adel, IA 50003
	ADEL				
District	ADEL CORP ADM AD				
Brief Tax Description	587 LOT 4 BLK 36				

(Note: Not to be used on legal documents)

Project No.:
 Project Name: 2018 Adel Street Resurfacing
 Project Manager: Jeff Schug

ROADWAY IMPROVEMENTS Agreement for Engineering Services

This Agreement, made on the _____ day of August, 2018, 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"). Services shall be performed per the fees or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Engineer shall provide services for the Project, which consists of the items listed on the Preliminary Opinion of Probable Costs attached to this Agreement as Exhibit 'B'. The Project shall be described as:

2018 Adel Street Resurfacing

1. The Owner shall provide information, which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. *(See Exhibit 'C' for Owner's Responsibilities).*
2. The Engineer shall provide the services marked "included" as follows:

ITEM	INCLUDED	NOT INCLUDED
SECTION 1. DESIGN PHASE SERVICES		
1.01 11th Street Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.02 Cottage Street Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.03 14th Street Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.04 Hyvue Street Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

1.05	<u>South 19th Street Final Design</u>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.06	<u>Salt Shed Pad Final Design</u>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

ITEM		INCLUDED	NOT INCLUDED
SECTION 2. CONSTRUCTION PHASE SERVICES			
2.01	Advertising, Bidding, Contract Award 1. Assist OWNER in advertising for and obtaining bids. 2. Conduct prebid conference at OWNER'S location. 3. Provide drawings, specifications, contract documents and bid documents to prospective bidders. 4. Issue addenda to interpret or clarify bid documents. 5. Review prebid submittals from bidders. 6. Attend bid opening (at OWNER location), prepare Bid Tabulation. (1-Meeting) 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. 8. Attend one (1) meeting to present Bids to OWNER.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.02	Construction Administration 1. Provide general administration of construction contract as OWNER'S representative. 2. Visit site of construction at appropriate stages of construction to observe the Contractors work. 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Conduct monthly Progress Meetings.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.03	Construction Staking 1. Establish Field Construction Controls 2. Set Control Points	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
2.04	Resident Project Representative 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SECTION 3. OTHER SERVICES			
3.01	Permits Coordination 1. Department of Transportation Entrance Permits 2. Department of Transportation Utility Accommodation Permits 3. Department of Transportation Work in Right-of-Way Permits 4. Department of Natural Resources Water Supply Construction Permits 5. Department of Natural Resources Sanitary Sewer Construction Permits 6. Prepare Storm Water Pollution Prevention Plan (SWPPP) 7. Apply for NPDES Permit from DNR (Owner will be operator listed on permit) • Engineer will not be liable for fines arising from noncompliance with SWPPP. • The Owner shall be the Permit holder and shall pay for all costs associated with permit application.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.02	Soil Boring Coordination 1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.03	Rights-of-Way Negotiations 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (geotechnical firm will invoice Owner directly).Public Right-of-Way meeting. 3. Right-of-Way negotiations with property owners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.04	Acquisition Plats 1. Prepare acquisition Plats (Estimated Plats) 2. Prepare Preliminary / Final Plats for Property 3. Prepare Easement Exhibits (Estimated Easements) 4. Prepare Acquisition / Easement Legal descriptions. 5. Place property corners/legal survey. 6. Public Right-of-Way meeting.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.05	Storm Water Pollution Prevention Plan Observation (SWPPP) 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<i>NOTES:</i> The duties and responsibilities and limitations on the authority of the Resident On-Site Representative shall be as set forth in a separate Exhibit 'D'.			

ITEM	INCLUDED	NOT INCLUDED
3.06 Assessments 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. <ul style="list-style-type: none"> • Preliminary Estimate of Probable Costs. • Areas to be Assessed. • Kinds, Sizes and Quantities of Project. • Beginning and Ending Points of Project. • Assessment Plats and Schedules. • Final Project Cost. • Statement of Completion. 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules and furnish three copies to the OWNER	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.07 Funding Administration 1. Prepare RISE, USTEP, or other funding applications. 2. Coordinate with Funding Agency. 3. Prepare funding Outlay/Reimbursement Requests. 4. Funding Closeout.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.08 Record Drawings 1. As-Built Record Drawings. 2. Hard Copies EA @ \$ 3. Electronic Copies EA @ \$	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.09 Additional Meetings 1. Special Meetings with Council/Staff 2. Kick-off Meeting with Public. 3. One-on-One Meetings with Property Owners for Assessments, etc. 4. Pre-Construction walk-thru with Property Owners. 5. Negotiations for Right-of-Way.	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
3.10 Color Presentation Exhibits 1. Prepare color presentation exhibits of the project for use at public meeting and marketing <ul style="list-style-type: none"> a. 24" x 36" b. 11" x 17" c. 8.5" x 11" d. Electronic Copy on CD 	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Payment to the Engineer shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

Fixed Fee or T&M*

Section 1 – Design Phase Services

<input checked="" type="checkbox"/>	1.01 11 th Street Final Design	\$	7,000 LS
<input checked="" type="checkbox"/>	1.02 Cottage Street Final Design	\$	5,600 LS
<input checked="" type="checkbox"/>	1.03 14 th Street Final Design	\$	10,000 LS
<input checked="" type="checkbox"/>	1.04 Hyvue Street Final Design	\$	3,500 LS
<input checked="" type="checkbox"/>	1.05 South 19 th Street Final Design	\$	4,500 LS
<input checked="" type="checkbox"/>	1.06 Salt Shed Pad Final Design	\$	4,000 LS

Section 2 – Construction Phase Services

<input checked="" type="checkbox"/>	2.01 Advertising, Bidding, Contract Award	\$	2,000 LS
<input checked="" type="checkbox"/>	2.02 Construction Administration	\$	2,000 LS
<input checked="" type="checkbox"/>	2.03 Construction Staking	\$	15,000 LS
<input checked="" type="checkbox"/>	2.04 Resident Project Representative (Not to exceed 15 days of construction)	\$	13,000 LS

Section 3 – Other Services

<input type="checkbox"/>	3.01 Permits Coordination	\$	
<input type="checkbox"/>	3.02 Soil Boring Coordination	\$	
<input type="checkbox"/>	3.03 Rights of Way Negotiations	\$	
<input type="checkbox"/>	3.04 Acquisition Plats	\$	
<input type="checkbox"/>	3.05 Storm Water Pollution Prevention Plan Observation (SWPPP)	\$	
<input type="checkbox"/>	3.06 Assessments	\$	
<input type="checkbox"/>	3.07 Funding Administration	\$	
<input type="checkbox"/>	3.08 Record Drawings	\$	
<input checked="" type="checkbox"/>	3.09 Additional Meetings	\$	500 LS
<input type="checkbox"/>	3.10 Color Exhibits	\$	
		Total Project	\$ 67,100 LS

* T&M = Time and Materials LS = Lump Sum Fixed Fee TBD = To Be Determined NA = Not Applicable

- Past due amounts owed shall accrue interest at 1.5% per month from the 30th 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 agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED.
- This Agreement 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 Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

	Included	Not Included
Exhibit 'A' Hourly Rate Structure	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Preliminary Opinion of Probable Costs	<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 checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Adel, Iowa

ENGINEER: McClure Engineering Company

By: _____

Signed:  _____

Title: _____

Title: Project Manager

(Effective 05/27/14)



McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

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

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

C-1

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

EXHIBIT 'D'

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

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

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

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

A. General

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

B. Duties and Responsibilities of RPR

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

D-1

(Effective 1/01/08)
(Supersedes 02/15/05)

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

12. *Completion:*

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

C. Limitations of Authority

Resident Project Representative:

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



City of Adel

P.O. Box 248
301 S. 10th Street
Adel, Iowa 50003

P: (515) 993-4525
F: (515) 993-4527
www.adeliowa.org

Thursday, August 2, 2018

Dear Property Owner,

At the Adel City Council's next meeting on Tuesday, August 14 at 6:00 p.m. at Adel City Hall, the council will consider the City's Street Committee recommendation to implement "No Parking" on South 9th Street from Greene Street to the bike trail.

This recommendation was made for safety and traffic reasons upon the advice of the Police and Public Works Departments.

The included map depicts the proposal. Please note that street parking would be eliminated on this section of South 9th Street.

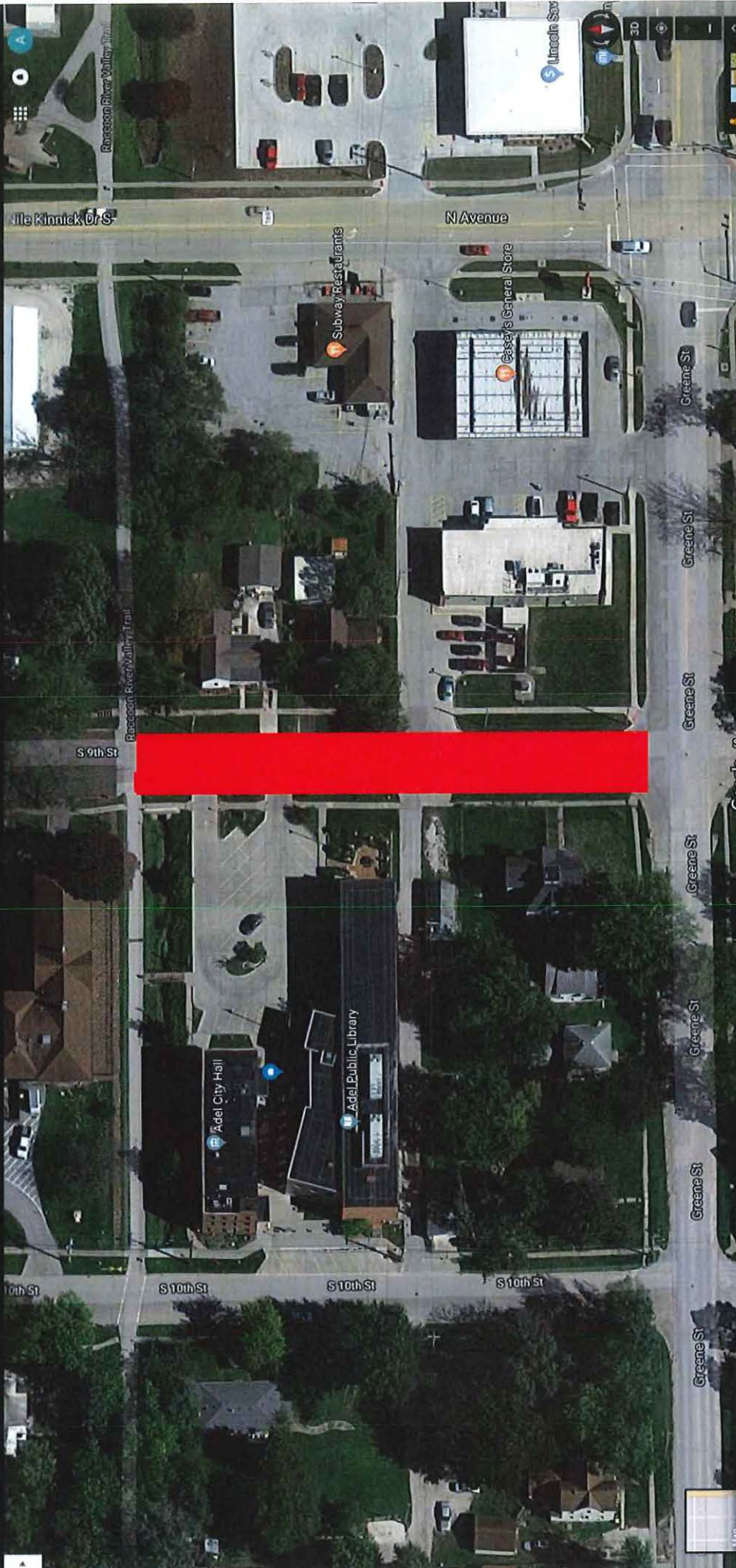
While this action item does not have an official public hearing, you are more than welcome to attend the meeting with your questions or comments. You may also submit written or verbal comments beforehand.

Please address your comments to the Adel City Council and drop off or mail them to Adel City Hall, 301 S. 10th Street, PO Box 248, Adel, IA 50003. You may also email your comments to me at jsteele@adeliowa.org

Sincerely,

Jackie Steele
City Clerk

Proposed "No Parking" - To Be Considered 8/14 At 6:00 P.M. At Adel City Hall



Please Note: This proposal would eliminate street parking on South 9th Street between Greene Street and the Raccoon River Valley Trail.

Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Monday, June 4, 2018 9:47 AM
To: Jackie Steele
Subject: Application to serve on Economic Development Commission - Seth Stone

Name

Seth Stone

Date

06/04/2018

Address

1655 98th Street #701
West Des Moines, Iowa 50266
United States
[Map It](#)

Phone Home

(319) 530-4311

Phone Work

(319) 530-4311

Email

stoneic@yahoo.com

I am interested in serving on the following Board/Commission

Economic Development Commission

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

I work in Corporate Development and Strategy. Functionally, this distills to growth and long-term strategic planning. Additionally I hold an MBA from the University of Iowa Executive Program and am currently pursuing another Masters Degree at Drake Law School. I believe that my extensive work and educational experience could be optimally leveraged on the Economic Development Commission.

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

I believe it is important to be of serve to the community, especially as my family and I move into Adel. The Economic Development Commission would be an opportunity that correlates to both my personal and professional interests.

Other comments and/or information

Please also note that while my address currently shows that I live in West Des Moines, we are living there temporarily while our new house in Adel is being completed.

Signature

Seth Stone



Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Wednesday, June 6, 2018 2:45 PM
To: Jackie Steele
Subject: New submission from Application to serve on a city board or commission

Name

Chris Cundiff

Date

06/06/2018

Address

1411 S 7TH ST
ADEL, Iowa 50003
United States
[Map It](#)

Phone Home

(402) 578-8737

Phone Work

(515) 535-0814

Email

cundiff31@gmail.com

I am interested in serving on the following Board/Commission

Economic Development Commission

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

I have lived in both major cities and middle sized rural areas. I understand the communities desire to not grow to fast but at the same time bring something that offers choice and economic success to the community. After helping family with the Shelby County Chamber of Commerce I am familiar with the what needs to come from the Economic Development Commission and will work to find the best possible solutions to our city.

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

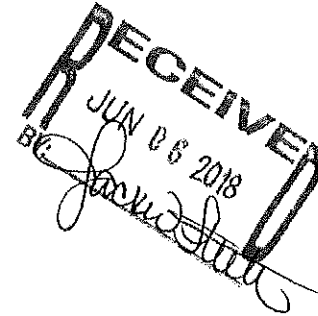
As a newcomer to the Adel area I would like to aide in the vision for the community. Help communicate the process and bring the fractured community together with goals that help sustain a healthy economic growth for the community.

Other comments and/or information

I hope that the board is open to new residents taking pride in the town and wanting to be a part of the planning process.

Signature

Chris Cundiff





APPLICATION TO SERVE ON A CITY BOARD OR COMMISSION

Name: Heith Hockenberry Date: 08/02/2018
Address: 1508 Linden St.
Phone: Home 515-802-4016 Work 515-243-2707
E-mail Address: hhockenberry@jesterinsurance.com

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

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

Adel is a growing community and strain on the existing programs will come with that growth. Demand for additional program offerings will also come with the growth.
I have two young sons that have taken part in and will continue to take part in the programs offered by the Parks & Recreation department.
Park & recreation programs are critical amenities for any community and I want to provide support by serving on the board.

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

I have served on the ADM Soccer Club board for three plus years and currently hold a director role. During my time serving on the board we have seen significant growth in participants from the community growth.
I believe that I can draw from my experience serving on the Soccer Board as a director and provide insight to the Parks & Recreation Board.
In addition to that experience I have lived in other communities around the Midwest and have had a variety of Park & Recreation experiences to draw from.

Other comments and/or information:

In my role at Jester Insurance Services I work with communities around Iowa on their Property & Casualty Insurance. This provides me a unique insight to how municipalities operate.
I am also currently serving on the Historic Preservation Commission for Adel. I have been part of that commission for over a year now.

Signature:

[Handwritten signature]

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

Jackie Steele

From: jsteele=adeliowa.org@adel.webspecmail.com on behalf of jsteele@adeliowa.org
Sent: Tuesday, August 7, 2018 9:56 PM
To: Jackie Steele
Subject: Application to serve on a city board or commission - Rich Miller, Park Board

Name

Rich Miller

Date

08/07/2018

Address

1403 S 6th St
Adel, Iowa 50003
United States
[Map It](#)

Phone Home

(515) 681-6364

Phone Work

(515) 681-6364

Email

richdmiller3@gmail.com

I am interested in serving on the following Board/Commission

Park and Recreation Board

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

I did my college internship at Ames Parks and Recreation
I have had jobs or ran programs for Marshalltown and Urbandale Parks and Recreation Departments, Waukee YMCA and currently work for Waukee Community School District overseeing the operation of before and after school programs at 5 elementary schools. In my current job I have partnered with various cities' parks and recreation departments and organizations to provide opportunities for our participants.

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

I recently moved my family to Adel. Even though we have lived in West Des Moines, my wife taught in and my children went to school and participated in activities in Adel. We always felt part of this community. Now I would like to give back to the community that always made us feel like a part of it. Parks and Recreation Board is a perfect fit for me. As this community continues to grow, I would enjoy assisting in the growth of the parks system, improving the current parks and facilities, and giving input on new recreational opportunities.

Other comments and/or information

Thank you for your consideration.

Signature

Rich Miller



This Agreement, made this _____ day of _____, 2018, between the City of Adel, Iowa, hereinafter referred to as Owner, and Ahlers & Cooney, P.C., Attorneys at Law, hereinafter referred to as Attorney.

WHEREAS, the Owner intends to construct water plant improvements hereinafter called Facility, in Dallas County, Iowa, under the provisions of Chapter 26 of the Code of Iowa.

SECTION A - LEGAL SERVICES

Upon request on an item-by-item basis, Attorney agrees to perform, in cooperation with Bond Counsel, all legal services necessary to the organization, financing, construction and initial operation of the Facility, such services may include, but not limited to, the following:

1. Preparation for and furnishing advice and assistance to the governing body of the owner in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of these meetings; (c) review of architectural/engineering agreement and issuance of opinion regarding legal sufficiency; (d) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the Facility; (e) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed; (f) assisting a recognized bond counsel firm with experience with public body financing in preparation and completion of such bonds or other obligations as may be necessary to finance the Facility; (g) the completion and execution of documents for obtaining a loan and/or grant made by the United States of America, acting through Rural Development, United States Department of Agriculture, hereinafter referred to as Rural Development; (h) entering into construction contracts; (i) preparation and adoption of rules and regulations ordinances and rate schedules; (j) such other action as may be necessary in connection with the financing, construction, and initial operation of the Facility.
2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith and issuance of opinion regarding legal sufficiency.
3. Preparation, negotiation, or review of contracts with other public bodies, or entities necessary to provide such services to allow the Facility to operate.
4. Preparation where necessary, and examination of deeds, easements and other rights-of-way documents and other easement instruments; render title opinions and record instruments as necessary to provide continuous rights-of-way for the Facility.

The title examination will include searches of all relevant land title and other records, so as to express an opinion as to the title of the property and steps necessary to obtain the appropriate title and security position. The title examination will be on Form RD 1927-9, "Preliminary Title Opinion."

The attorney will determine:

- a) The legal description and all owners of the real property.
 - b) Any exceptions affecting the property and the nature and effect of outstanding interests and exceptions, prior sales of part of the property, judgments or interests to assist in determining which exceptions must be corrected in order for borrowers to obtain good and marketable title of record.
 - c) Whether there are outstanding Federal, State, or local tax claims (including taxes which may become a lien superior to the previously attaching mortgage lien) or homeowner's association assessment liens.
 - d) Whether outstanding judgments of record, bankruptcy, insolvency, divorce, or probate proceedings involving any part of the property, whether already owned by the borrower, or to be acquired by assumption or with loan funds, or involving the borrower or the seller exist.
 - e) If wetlands easements or other conservation easements have been placed on the property.
 - f) What measures are required for preparing, obtaining, or approving curative material, conveyances, and security instruments.
5. Obtain necessary permits from the city, county, townships, utility companies, State regulatory agencies, individuals and others with respect to approval of construction and operation of the Facility.
 6. Cooperate with the Architect/Engineer employed by the Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, Department of Natural Resources permits, health permits, crossing permits and other instruments.
 7. Assist the Owner in obtaining a recognized Bond Counsel experienced with public body financing for preparation and completion of proceedings and bond transcript documents as may be necessary to finance the facility.
 8. Assist the Owner and Bond Counsel in negotiating, placement, and processing interim financing as needed during the project.
 9. Assist Bond Counsel in preparation and completion of proceedings and bond transcript documents including opinions of counsel as required by the Owner and Rural Development.
 10. Maintain, at the Attorney's expense, such ordinary and customary insurance as will protect the Attorney and the Owner from claims which may arise from the negligent performance of the Attorney.

SECTION B - COMPENSATION

The Attorney should review the scope of the planned Facility and extent of Section A - Legal Services with the Owner, Architect/Engineer and Rural Development prior to negotiating the compensation for basic services.

The Owner agrees to compensate the Attorney for basic professional services not including normal bond counsel services at an hourly rate between \$200-\$300 depending on the rate of the individual attorney performing the work with a maximum not to exceed amount of \$ 20,000.

Fees under this Agreement will be invoiced and due monthly.

Additional bond counsel fees and expenses for sale of anticipatory warrants or for issuance of other conventional revenue, general obligation, or special assessment bonds in conjunction with the Rural Development financing, may be negotiated between the Owner and Bond Counsel.

If condemnation proceedings are necessary, the Attorney will be entitled to additional compensation not to exceed the hourly rate for the area. Other extraordinary services to be rendered not described in this Agreement, as it relates to the completion of this Facility, will be arranged for separately between the Owner and the Attorney, with the approval of Rural Development, prior to services being accomplished.

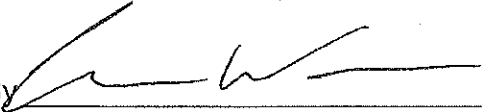
The Attorney is entitled to out-of-pocket expenses for filing of easements, deeds, or other necessary documents and for mileage, meals, room accommodations, if necessary, and normal long distance calls when itemized and submitted to the governing body.

SECTION C - OTHER PROVISIONS

This Agreement shall not become effective until approved by Rural Development. Such approval shall be evidenced by the signature of a duly authorized representative of Rural Development in the space provided at the end of this Agreement. The approval so evidenced by Rural Development shall in no way commit Rural Development to render financial assistance to the Municipality, but in the event assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of Rural Development.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.

AHLERS & COONEY, P.C.

By 

Conner L. Wasson

Date 7-24-18

CITY OF ADEL, IOWA

By _____
Jim Peters, Mayor

Attest _____
Jackie Steele, City Clerk

Date _____

CONCURRENCE:
RURAL DEVELOPMENT

By _____

Title _____

Date _____

01492466-1\10113-079



Ahlers & Cooney, P.C.
Attorneys at Law
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Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Steven M. Nadel
515.246.0306
snadel@ahlerslaw.com

July 11, 2018

Res. No. 18-44

Mr. Anthony Brown
City Administrator
City of Adel
P.O. Box 248 - 301 S. 10th Street
Adel, IA 50003

Re: City of Adel, State of Iowa
Not to Exceed \$16,603,000 Water Revenue Capital Loan Notes (USDA)

Dear Mr. Brown:

We enclose suggested proceedings to be acted upon by the Council on the date fixed for the hearing on the authorization to enter into a loan agreement and the issuance of the above mentioned Notes, pursuant to the provisions of Code Sections 384.24A and 384.83. A certificate to attest the proceedings is also enclosed.

The proceedings are prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to enter into a loan agreement and issue the Notes. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides not to abandon the proposal to issue the Notes, a form of resolution follows that should be introduced and adopted, entitled "Resolution Instituting Proceedings to Take Additional Action for the Issuance of not to exceed \$16,603,000 Water Revenue Capital Loan Notes."

Also enclosed is an extra copy of the proceedings to be filled in as the original and certified back to this office. If you have any questions pertaining to the proceedings enclosed or this letter, please do not hesitate to either write or call.

Action Must Be Taken At The Hearing.

The Council is required by statute to adopt the resolution instituting proceedings to enter into a loan agreement and issue the Notes at the hearing or an adjournment thereof. If necessary to adjourn, the minutes are written to accommodate that action.

July 11, 2018

Page 2

In the event the Council decides to abandon the proposal, then the form of resolution included in the proceedings should not be adopted. We would suggest that, in this event, a motion merely be adopted to the effect that such proposal is abandoned.

Section 384.83 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Notes, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

In the event an appeal is filed by any resident or property owner, please see that we are notified immediately; and, as soon as available, a copy of the notice of appeal should be furnished our office for review.

Very truly yours,

AHLERS & COONEY, P.C.

By



Steven M. Nadel

SMN:klb

Encl.

CC: Jon Burmiester

01498609-1\10113-082

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.
Date of Meeting: August 14, 2018.
Time of Meeting: _____ o'clock _____.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

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

Not to Exceed \$16,603,000 Water Revenue Capital Loan Notes.

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

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

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

City Clerk, City of Adel, State of Iowa

August 14, 2018

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

Absent: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$16,603,000 Water Revenue Capital Loan Notes, in order to provide funds to pay costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes, had been published pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any city resident or property owner to the proposal. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the proposal and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,603,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ o'clock _____, M. on the _____ day of _____, 2018, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,603,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$16,603,000 Water Revenue Capital Loan Notes, for the purpose of paying costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project, and has considered the extent of objections received from residents or property owners as to the

proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan Agreement and issuance in the manner required by law of not to exceed \$16,603,000 Water Revenue Capital Loan Notes, for the foregoing purpose.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the _____ fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

**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 11th 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
P. Connection Fee District Development		
• 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"/>
Q. Connection Fee District Meetings		
• 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 & Force main	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>
TOTAL	<u>N/A</u>	<u>\$ 7,000.00</u>	<u>N/A</u>	<u>\$ 29,200.00</u>

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 30th 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:

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 proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

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

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

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or 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)

<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

EQUIPMENT

3D Scanner per Scan.....	\$30.00
UAV per Flight.....	\$125.00

MISCELLANEOUS EXPENSES

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

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

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.

Resolution No. 18-47

**A RESOLUTION APPROVING AND ACCEPTING EASEMENTS RELATED TO
THE EAST ANNEX SEWER EXTENSION PROJECT**

WHEREAS, the City of Adel plans to complete a sanitary sewer extension project known as the “East Annex Sewer Extension Project” and temporary and permanent easements are necessary for the construction and future maintenance of this project;

WHEREAS, easement agreements have been reached with several of the landowners impacted by this project and the City Council wishes to formally accept and approve these agreements.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that the attached easement agreements are hereby approved and accepted for the East Annex Sewer Extension Project:

1. A permanent easement and temporary construction easement from River Farms, LC

Passed and approved this 14th day of August, 2018.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk

PUBLIC UTILITY EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS:

That RIVER FARMS, LC, (Hereinafter called "Grantor") in consideration of the sum of THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$3,500.00), to be paid by the City of Adel, Iowa upon final approval and acceptance of this easement by the City of Adel City Council, do hereby convey unto the City of Adel, Iowa, a municipal corporation, (hereinafter called "Jurisdiction") a Permanent and Perpetual Easement AND Temporary Construction Easement (hereinafter called "Easements") and right-of-way upon, over, under, through and across the real property legally described as:

See legal description attached hereto in Exhibits "EXH-03 & EXH-03B" (hereinafter called "Easement Area").

The Permanent Perpetual Easement is granted for the purpose of locating, constructing, installing and maintaining a sanitary sewer and associated manholes (hereinafter referred to as "sewer(s)") and to permit and allow the Jurisdiction to enter at any time upon, over, under, through, and across into the Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional sewer(s) therein or to connect and/or join sewer(s) and appurtenances thereto) and to forever maintain sewer(s) whenever necessary within the Easement Area.

The Temporary Construction Easement is granted for all purposes related to the construction of the sewer within the Easement Area, including but not limited to hauling, transporting, and storage of materials and equipment during construction of the sewer. These Easements shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structures within the Easement Area without obtaining the prior written approval of the Jurisdiction's engineer, which consent shall not be unreasonably withheld.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Jurisdiction's engineer.
3. RIGHT OF ACCESS. The Jurisdiction shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. These Easements shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successor and assigns.
5. APPROVAL BY THE JURISDICTION. These Easements shall not be binding until they have received the final approval and acceptance by the Jurisdiction.

6. TERMS OF TEMPORARY CONSTRUCTION EASEMENT. The Temporary Easement shall be subject to the following terms:

a. The Jurisdiction shall store no hazardous materials on, at or about the Temporary Easement Area. The Acquiring Authority will remove all materials and equipment from the Temporary Easement Area upon completion of the construction of the sanitary sewer, and the Temporary Easement shall become null and void 30 days after completion of construction of the sanitary sewer, and in any event not later than July 1, 2020. All limitations to the use of the Temporary Easement Area shall terminate upon termination of the Temporary Easement.

b. Upon completion of any construction as provided for hereunder, Jurisdiction shall restore the Easement Area in a good and workmanlike manner to a condition comparable to its condition before construction, including the seeding of the grassy areas disturbed by the work and removal of all debris and equipment used by the Jurisdiction in connection with the work performed in the Easement Area. Jurisdiction is not responsible for replacing any other thing including, but not limited to, vegetation (except ground cover), trees, shrubs, watering devices or any other planted, buried or other thing of any kind whatsoever erected, placed, installed or planted upon the Easement Area.

7. SUPPLEMENTAL CONDITIONS OF THE EASEMENT AGREEMENT. These supplementary conditions are noted here and will be formally included in the 'Parcel C' acquisition document:

a. 'Parcel C' will be acquired by the City, under separate document, and is generally known as the "East Annex Sanitary Sewer Pump Station Parcel".

b. City agrees to pave the existing gravel access drive from Prospect Circle west to the crossing of the creek (approximately 200 lineal feet).

c. City agrees to restore access drive with new gravel from creek crossing west to the south access road intersection (approximately 550 lineal feet).

d. City agrees to move existing access gate from current location to end of pavement area identified in part 7b. Expenses for access gate upgrades will be responsibility of Grantor.

e. City agrees to ensure access to Docs Lodge west of "Parcel C' during construction. Access may be congested but not restricted during construction.

Grantor does HEREBY COVENANT with the Jurisdiction that Grantor holds said real estate described in these Easements by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by these Easements.

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 9th day of JULY, 2018.

DAVID S. MULCAHY
Printed Name

David S. Mulcahy
Signature

MEMBER
TITLE

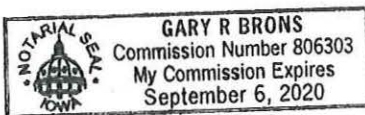
STATE OF IOWA)
COUNTY OF Dallas) ss

On this 9th day of July, 2018 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

David S. Mulcahy
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.

Gary R. Brons
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

MY COMMISSION EXPIRES: September 6, 2020



ACCEPTANCE BY CITY

STATE OF IOWA)
) ss
COUNTY OF _____)

I, _____, do hereby certify that the within and foregoing Easement was duly approved and accepted by the Adel City Council by Resolution and Roll Call No. _____, passed on the ____ day of _____, 2018, and this certificate is made pursuant to authority contained in the Resolution.

Signed this ____ day of _____, 2018.

Authorized Signature of _____

INDEX LEGEND

CITY: ADEL COUNTY: DALLAS

TRS: SECTION 33, T79N, R27W

ALIQUOT PART: NE ¼ SE ¼, SE ¼ NE ¼

PROPRIETOR: RIVER FARMS L.C.

REQUESTED BY: CITY OF ADEL

SURVEYOR: JOHN DEWEY

COMPANY: MCCLURE ENGINEERING COMPANY

RETURN TO: JOHN DEWEY
1360 NW 121ST STREET, SUITE A
CLIVE, IOWA 50325 / 515-964-1229

PERMANENT SANITARY SEWER FORCEMAIN EASEMENT AND ACCESS EASEMENT

EASEMENT DESCRIPTION

A PERMANENT SANITARY SEWER FORCEMAIN EASEMENT BEING A PART OF TRACT 'B' IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AS RECORDED IN BOOK 2010, ON PAGE 750 IN DALLAS COUNTY RECORDS, ALL IN SECTION 33, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., COUNTY OF DALLAS, STATE OF IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER N00°16'33"W, 34.03 FEET; THENCE S89°43'27"W, 241.76 FEET TO THE POINT OF BEGINNING; THENCE S51°33'28"W, 116.48 FEET; THENCE N90°00'00"W, 99.04 FEET; THENCE S27°31'44"W, 578.18 FEET; THENCE SOUTHWESTERLY 114.03 FEET ALONG A 988.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A LONG CHORD BEARING AND LENGTH OF S24°13'21"W, 113.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID SOUTH LINE N89°41'53"W, 31.99 FEET; THENCE NORTHEASTERLY 128.75 FEET ALONG A 1,018.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A LONG CHORD BEARING AND LENGTH OF N23°54'20"E, 128.67 FEET; THENCE N27°31'44"E, 596.37 FEET; THENCE N90°00'00"E, 106.78 FEET; THENCE N51°33'28"E, 129.60 FEET; THENCE S00°16'33"E, 38.16 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 28,039 SQUARE FEET AND IS SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD. PERMANENT SANITARY SEWER FORCEMAIN EASEMENT IS BEING ACQUIRED BY THE CITY OF ADEL FOR THE EAST ANNEX LIFT STATION PROJECT.

AND







A TEN FOOT PERMANENT ACCESS EASEMENT BEING A PART OF TRACT 'B' IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AS RECORDED IN BOOK 2010, ON PAGE 750 IN DALLAS COUNTY RECORDS, ALL IN SECTION 33, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., COUNTY OF DALLAS, STATE OF IOWA, APPROXIMATE CENTERLINE DESCRIBED AS FOLLOWS:

5 FEET ON EACH SIDE OF AN EXISTING ACCESS ROAD CENTERLINE COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER N00°16'33"W, 185.67 FEET; THENCE S89°43'27"W, 51.46 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PROSPECT CIRCLE, THE POINT OF BEGINNING; THENCE S78°49'30"W, 49.12 FEET; THENCE S80°19'02"W, 91.29 FEET; THENCE S83°53'38"W, 68.62 FEET; THENCE 215.39 FEET ALONG A 394.18 FOOT RADIUS CURVE CONCAVE NORTH, HAVING A LONG CHORD BEARING S68°42'34"W, 212.72 FEET; THENCE 119.31 FEET ALONG A 347.87 FOOT RADIUS CURVE CONCAVE SOUTHEAST, HAVING A LONG CHORD BEARING S44°13'30"W, 118.73 FEET; THENCE 174.75 FEET ALONG A 768.19 FOOT RADIUS CURVE CONCAVE NORTHWEST, HAVING A LONG CHORD BEARING S41°15'27"W, 174.37 FEET; THENCE S15°50'56"E, 63.12 FEET; THENCE 217.53 FEET ALONG A 978.44 FOOT RADIUS CONCAVE EAST, HAVING A LONG CHORD BEARING S06°36'23"W, 217.08 FEET TO A POINT ON THE THE NORTHEAST LINE OF THE ABOVE DESCRIBED 30 FOOT EASEMENT, FROM WHICH POINT THE ACCESS EASEMENT WILL RUN WITH THE 30 FOOT FORCEMAIN EASEMENT IN A SOUTHWESTERLY DIRECTION.

AND

TEMPORARY CONSTRUCTION EASEMENTS OFFSET 10 FEET NORTHWESTERLY AND 10 FEET SOUTHEASTERLY FROM THE ABOVE DESCRIBED PERMANENT SANITARY SEWER FORCEMAIN EASEMENT. SAID TEMPORARY CONSTRUCTION EASEMENTS CONTAIN 18,692 SQUARE FEET AND ARE SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

GENERAL LEGEND

	BOUNDARY LINE	MONUMENTS FOUND: ▲ - SECTION CORNER (TYPE AS NOTED)	ABBREVIATIONS: R.O.W. - RIGHT-OF-WAY BK, PG - BOOK AND PAGE (M) - MEASURED DISTANCE/ANGLE (R) - RECORD DISTANCE/ANGLE P.U.E. - PUBLIC UTILITY EASEMENT BPC - BLUE PLASTIC CAP YPC - YELLOW PLASTIC CAP OPC - ORANGE PLASTIC CAP GPC - GREEN PLASTIC CAP P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT
	PROPERTY LINE		
	EXIST PROPERTY LINE		
	SECTION LINE		
	EASEMENT LINE		
	EXIST EASEMENT LINE		


McCLURE™
ENGINEERING CO.
building strong communities.

1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

PERMANENT SANITARY SEWER FORCEMAIN EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

ADEL, IOWA
ADL 20317006
05/22/2018

DESIGNED BY
A. POTTER
CHECKED BY
J. DEWEY

DRAWN BY
B. VAN SICKLE
FIELD BOOK NO.
-

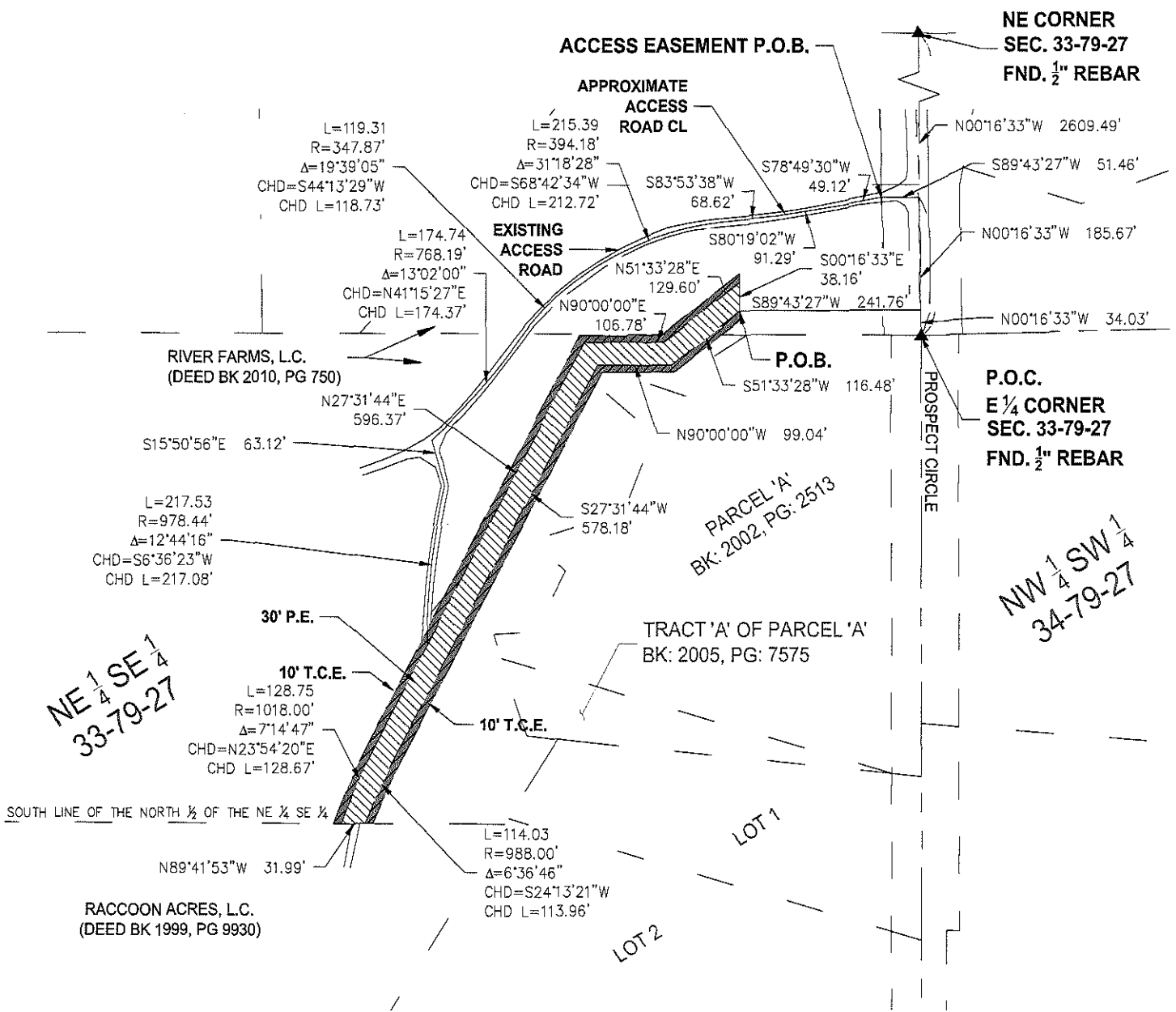
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SHEET 1 OF 2

SKETCH NO.

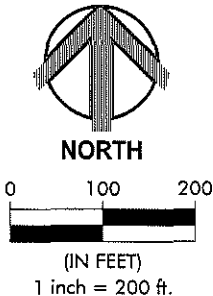
EXH-03

PERMANENT SANITARY SEWER FORCEMAIN EASEMENT AND ACCESS EASEMENT



NE 1/4 SE 1/4
33-79-27

NW 1/4 SW 1/4
34-79-27



1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

PERMANENT SANITARY SEWER FORCEMAIN EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

ADEL, IOWA
ADL 20317006
05/22/2018

DRAWING PATH: O: \Projects\ADL_20317006-00\Design\Exhibits\Easements\Permanent_Ease

REVISIONS

ENGINEER A. POTTER	DRAWN BY B. VAN SICKLE
CHECKED BY J. DEWEY	FIELD BOOK NO. -

SKETCH NO.
EXH-03B

Resolution No. 18-48

A RESOLUTION APPROVING 2018 – 2019 BUDGET TRANSFERS

WHEREAS, on May 8, 2018, the City Council appointed Ahlers & Cooney, P.C. as City Attorney; and

WHEREAS, the City of Adel pays Ahlers & Cooney, P.C. a quarterly retainer for city attorney services out of the general fund; and

WHEREAS, the City of Adel receives a monthly statement detailing the city attorney services provided; and

WHEREAS, city staff is recommending the amount attributable to other funds be transferred back to the general fund upon receipt of the attached monthly statement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA the proposed transfers for the reimbursement of legal fees be approved and authorize staff to complete said transfers.

Passed and approved this 14th day of August, 2018.

James F. Peters, Mayor

Attest: _____
Jackie Steele, City Clerk



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

July 24, 2018

CITY OF ADEL, IOWA
CITY ADMINISTRATOR
P.O. BOX 248
301 S. TENTH STREET
ADEL, IA 50003

Invoice #: 750168
Client #: 10113
Billing Attorney: KRS

INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

For professional services rendered and costs advanced through July 19, 2018:

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	7,295.55	97.60	7,393.15
1001	DEVELOPMENT / ZONING MATTERS	467.50	.00	467.50
1002	MEETING ATTENDANCE AND TRAVEL	900.00	41.42	941.42
1003	MEETING AGENDA / PACKET REVIEW	430.10	.00	430.10
1004	SALE OF CITY LAND TO TOM FULLER	754.80	.00	754.80
1005	KINNICK FELLER PARK LEASE	168.30	.00	168.30
TOTAL		10,016.25	139.02	10,155.27

TOTAL THIS INVOICE \$ 10,155.27

Trust Funds Held on Account \$ 24,199.46

FIN - \$ 2487.99 + \$ 941.42 + \$ 430.10 + \$ 754.80 = \$ 4614.31

ESWR - \$ 2684.97 ✓

H2O - \$ 1633.20 ✓

ZON - \$ 483.29 + \$ 467.50 = \$ 950.79

STWTR - \$ 103.70 ✓

PKS - \$ 168.30

\$ 10,155.27

Functional Job Description

Employer: City of Adel **ID Number:**
Facility/Location: Adel, IA (PWSID # 2503003)
Job Title: Gas/Water/Wastewater Operator or Technician **Shift:** 8 hours

Reports To: City of Adel Water Superintendent

Job Summary: Under the direction of the gas/Water/Wastewater operations manager Superintendent, has responsibility for construction, operation, maintenance, and repair of [XYZ] Adel Municipal Waterworks's gas/water/wastewater facilities and water distribution system. Performs duties required relating to water production at the Water Plant, including maintenance and repair of building, grounds, filtration, and feed equipment, wells, pumps and motors, water towers, and well field. Performs associated testing, monitoring, and recording required by local, state, and federal law. Performs skilled and routine tasks involving customer services in adjusting and installing water taps, meters and other types of customer -services. Performs duties required relating to water distribution throughout the town including meter reading, fire hydrant operation/maintenance, leak detection, emergency water main maintenance.

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Essential Functions

Gas Utility

1. Record-keeping, knowledge of [XYZ]'s operations/maintenance manual and demonstrated ability to conduct its required maintenance procedures, general construction, operation, maintenance, and repair of [XYZ]'s natural gas distribution system.

Water Utility

- 2.1. Knowledge of and demonstrated ability to conduct daily/weekly/monthly monitoring and testing of water as required in state operating permit, training toward obtaining state certification of Grade II treatment and Grade I distribution licenses, required certifications as listed under licensing, certifications, and residency requirements
- 3.2. Knowledge of and demonstrated ability to complete record keeping and legal notifications to customers.
3. General construction, operation, maintenance, and repair of [XYZ] Adel Municipal Waterworks's water treatment and distribution systems.
4. Locates underground water utilities.
5. Inspects and assists in water main installations, well repairs, installation and removal of water meters, location of water leaks and valves; makes water taps; operates water valves and curb stops; and uses pipe location and leak detector.
- 4.6. Record, maintain, and analyze data including but not limited to: water quality aspects, public complaints, utility mapping, infrastructure records, construction as-built's, and general schematics.

Wastewater Utility

5. Knowledge of daily/weekly/monthly monitoring and testing of wastewater as required in NPDES permit, training toward obtaining state certification of Waste Lagoon Grade I license.
6. Knowledge of demonstrated ability to complete record keeping and legal notifications to customers, general construction, operation, maintenance, and repair of [XYZ]'s wastewater lagoon treatment and collection systems.

Marginal Functions [List out if any; delete if none]

- Assist the Public Works Department as needed/allowed to carry out various vital and non-vital roles for the community (snow removal, emergency response, department assistance, assist with staffing concerns, etc.)

Functional Job Description

Physical Demands	Description	Essential Function(s)*
Standing	Stand for up to 7.5 hours per day.	<u>1,2,3,4,5,6,4,5,6</u>
Walking	Walk throughout various parks, fields, and grounds.	<u>1,2,3,4,5,6,1,2,3,4,5,6</u>
Sitting	Sit for up to 1 hour at a time to drive or operate equipment.	<u>1,2,3,4,5,6,1,2,3,4,5,6</u>
Lifting	Lift up to 70-pound tools and equipment (paint buckets, grass seed, concrete forms, ice melt, etc.) from floor to 57 inches.	<u>1,3,4,5,1,2,3,4,5,6</u>
Carrying	Carry various equipment weighing up to 70 pounds up to 50 feet at a time.	<u>1,3,4,5,1,2,3,4,5,6</u>
Pushing	Push up to 60 pounds to open/close vehicle doors, operate, or transport various equipment.	<u>1,3,4,5,1,2,3,4,5,6</u>
Pulling	Pull up to 60 pounds to open/close vehicle doors, operate, or transport various equipment.	<u>1,3,4,5,1,2,3,4,5,6</u>
Climbing	Climb up to 21 steps ranging from 10 inches to 22 inches to get in/out of vehicles, and utilize ladders and step stools.	<u>1,3,4,5,1,2,3,4,5,6</u>
Bending	Bend and reach from 0 inches to 75 inches with up to 25-inch forward reach for landscaping and maintenance tasks.	<u>1,3,4,5,1,2,3,4,5,6</u>
Reaching	Bend and reach from 0 inches to 75 inches with up to 25-inch forward reach for landscaping and maintenance tasks.	<u>1,3,4,5,1,2,3,4,5,6</u>
Gripping	Grip 60 pounds bilaterally to steer vehicles and operate various hand tools.	<u>1,3,4,5,1,2,3,4,5,6</u>
Pinching	Pinch up to 5 pounds bilaterally to handle small parts and tools.	<u>1,3,4,5,1,2,3,4,5,6</u>
Low-level Work	Low level kneeling activity for up to 15 minutes to perform various landscaping duties, irrigation repair, machine and equipment maintenance, etc.	<u>1,2,3,4,5,6,1,2,3,4,5,6</u>
Above-Shoulder Work	Lift up to 10-pound part from 0 inches to 75 inches and hold for up to 2 minutes at self-selected height above shoulder to secure part, change light bulbs, etc.	<u>1,2,3,4,5,6,1,2,3,4,5,6</u>
Hand Coordination	Hand coordination for writing, using keyboard and telephone, and operating various equipment and tools.	<u>1,2,3,4,5,6,1,2,3,4,5,6</u>

***Be sure to revise these numbers when you remove the two utilities that you are not posting.**

Exposures	
Source	Description (level, duration, etc.)
Uneven/slippery surfaces	Required to perform essential functions on slippery surfaces and uneven terrain.
Weather	Required to perform essential functions outside under various and changing weather conditions such as heat, cold, wind, and rain.
Electricity	Exposure to energized, high-voltage power lines.
Confined Spaces	Required to perform essential functions in various confined spaces.
Heights	Required to perform essential functions at heights in excess of 30 feet.
Noise	Various equipment such as <u>pumps, motors, large machinery, boring equipment, vacuum, landscaping equipment</u> , etc.
Chemicals	Various toxic or caustic chemicals.

Knowledge, Skills, and Abilities

ID No.

Gas/Water/Wastewater Operator I

Page 2 of 4

Functional Job Description

- Working knowledge and demonstrated ability in the methods, operation and use of vehicles, tools, equipment, machinery and materials needed to perform operations and maintenance of public works and utilities.
- Ability to perform heavy manual labor such as: lift and carry heavy objects, crawl, stand, bend, reach, climb ladders and manipulate tools and objects requiring manual dexterity, sometimes under adverse weather conditions.
- Ability to work on-call, overtime, and rotating shifts, as assigned.
- Working knowledge of the occupational hazards and safety precautions necessary to perform manual labor and utility maintenance work
- Ability to maintain equipment and vehicles, record information and follow preventative maintenance programs.
- Ability to communicate effectively with other City employees and the general public.
- Ability to follow oral and written instructions, work independently with minimal directions, and prioritize work.

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Personal Protective Equipment (PPE)

Each employer is responsible for specifying PPE items based on their own hazard assessment.

- All PPE necessary to perform the essential job functions related to water treatment, water distribution, as well as all other PPE necessary for all other departments. These include but are not limited to safety glasses, chemical resistant clothing, gloves, noise protection, respirator, reflective clothing, face shields, trenching and shoring equipment, etc.

Licenses, Certifications, and Residency Requirements

- ~~Federal certification under [XYZ]'s gas operator qualification plan for at least half of every covered task that [XYZ] may perform.~~
- Primary residence must be established inside City of ~~[XYZ] Adel~~ city limits or no greater than ~~[X]20~~ miles from City of ~~[XYZ]Adel~~ city limits within 90 days of hire and for the entirety of employment thereafter.
- Possession of or ability to possess within one year the Certifications of Grade I Water Treatment and Grade I Water Distribution. Need to possess or have the ability to possess within three years the Certifications of Grade II Water Treatment and Grade II Water Distribution.
- Must possess a valid Iowa driver's license and Commercial Driver's License. If in possession of a valid out of state license, must be able to possess and maintain throughout employment a valid Iowa driver's license within 6 months of employment.

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Conditions of Employment: ~~(for example)~~

- Pre-employment drug screen.
- Post-offer, pre-employment physical exam.
- Background investigation.
- Meet all timeframe requirements listed under licenses, certifications, and residency requirements.

Functional Job Description

Recommendations/Comments:

Document History

Date	Description
3-30- 2017/31/218	Original onsite analysis. Document Editing / Formatting

Definition of Terms

Term	Definition
• Essential Functions	• Those tasks that meet the definition of "the reason the position exists".
• Marginal Functions	• Those tasks which, if excluded or not performed, would not substantially change the result or output of the job classification.

Please read and sign:

I have been provided a copy of this job description: _____

I have read and understand the job requirements as identified above: _____

To the best of my knowledge, I am able to perform the essential job functions with or without reasonable accommodations (as listed here):

Date of Issuance:	Effective Date: 8/6/2018
Owner: City of Adel	Owner's Contract No.: N/A
Contractor: Progressive Structures, LLC	Contractor's Project No.:
Engineer: McClure Engineering Company	Engineer's Project No.: 20417001
Project: Storm Water Utility Improvements – Phase I Section 1	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order consists of additional grading, storm sewer and riprap at the outlet .

Attachments: Revised plan sheets C.01, C.03, M.01, and M.03.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>222,612.10</u>	Original Contract Times: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>July 31, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>1</u> : \$ <u>8,346.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>230,958.10</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>July 31, 2018</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>9,265.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>August 17th, 2018</u> Ready for Final Payment: <u>August 31st, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ <u>240,223.10</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 17th, 2018</u> Ready for Final Payment: <u>August 31st, 2018</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>SENIOR PROJECT ENGINEER</u>	Title: _____	Title: <u>Partner</u>
Date: <u>08/09/2018</u>	Date: _____	Date: <u>08-09-18</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section I (Lynne Drive & 14th Street)						Application Number: 3						
Application Period: May 25th, 2018 to August 5th, 2018						Application Date: August 6th, 2018						
A				B	C	D	E	F				
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price	Total Value of Item (\$)							
1.01	Uncharted Utilities Crossing	10	EA	\$360.00	\$3,600.00					\$3,600.00		
1.02	Uncharted Utilities Parallel	250	LF	\$7.00	\$1,750.00					\$1,750.00		
1.03	Clearing and Grubbing	160	UNIT	\$95.00	\$15,200.00	160	\$15,200.00		\$15,200.00	100.0%		
1.04	Clearing and Grubbing	0.25	AC	\$65,000.00	\$16,250.00	0.25	\$16,250.00		\$16,250.00	100.0%		
1.05	Topsoil, On-Site	140	CY	\$11.00	\$1,540.00	140	\$1,540.00		\$1,540.00	100.0%		
1.06	Excavation, Class 10	+145	535	CY	\$12.00	\$6,420.00	535	\$6,420.00	+ 1,740	\$6,420.00	100.0%	
1.07	Trench Foundation	250	TN	\$29.00	\$7,250.00	100	\$2,900.00		\$2,900.00	40.0%	\$4,350.00	
1.08	Replacement of Unsuitable Backfill Material	50	CY	\$15.00	\$750.00						\$750.00	
1.09	Storm Sewer, Trenched, RCP, 18 IN DIA	28	LF	\$70.00	\$1,960.00						\$1,960.00	
1.10	Storm Sewer, Trenched, RCP, 21 IN DIA	347	LF	\$77.00	\$26,719.00						\$26,719.00	
1.11	Storm Sewer, Trenched, RCP, 42 IN DIA	32	LF	\$138.00	\$4,416.00	32	\$4,416.00		\$4,416.00	100.0%		
1.12	Removal of Storm Sewer, RCP, 15 IN DIA	29	LF	\$14.00	\$406.00						\$406.00	
1.13	Removal of Storm Sewer, RCP, 18 IN DIA	4	LF	\$14.00	\$56.00						\$56.00	
1.14	Removal of Storm Sewer, RCP, 30 IN DIA	26	LF	\$14.00	\$364.00						\$364.00	
1.15	Pipe Apron, RCP, 42 IN DIA	2	EA	\$3,650.00	\$7,300.00	1	\$3,650.00		\$3,650.00	50.0%	\$3,650.00	
1.16	Footing for Concrete Pipe Apron, RCP, 42 IN DIA	2	EA	\$1,400.00	\$2,800.00	1	\$1,400.00		\$1,400.00	50.0%	\$1,400.00	
1.17	Water Main, Trenched, PVC 6 IN DIA	60	LF	\$105.00	\$6,300.00						\$6,300.00	
1.18	Fittings, Mechanical, 6 IN DIA	8	EA	\$300.00	\$2,400.00						\$2,400.00	
1.19	Manhole Type SW-401, 48 IN DIA	1	EA	\$2,625.00	\$2,625.00						\$2,625.00	
1.20	Manhole Type SW-401, 60 IN DIA		EA	\$4,000.00								
1.21	Manhole Type SW-401, 72 IN DIA	1	EA	\$6,000.00	\$6,000.00						\$6,000.00	
1.22	Intake Type SW-508	1	EA	\$4,200.00	\$4,200.00						\$4,200.00	
1.23	Intake Type SW-513, 6' x 6'	1	EA	\$7,400.00	\$7,400.00	1	\$7,400.00		\$7,400.00	100.0%		
1.24	Intake Type SW-541	1	EA	\$5,000.00	\$5,000.00						\$5,000.00	
1.25	Remove Intake	2	EA	\$580.00	\$1,160.00						\$1,160.00	
1.26	Removal of Sidewalk	80	SY	\$11.00	\$880.00						\$880.00	
1.27	Removal of Driveway	16	SY	\$11.00	\$176.00						\$176.00	
1.28	Sidewalk, PCC, 4"	150	SY	\$54.00	\$8,100.00						\$8,100.00	
1.29	Sidewalk, PCC, 6"	15	SY	\$75.00	\$1,125.00						\$1,125.00	
1.30	Detectable Warning	20	SF	\$36.00	\$720.00						\$720.00	
1.31	Driveway, Paved, PCC, 6"	25	SY	\$138.00	\$3,450.00						\$3,450.00	
1.32	Driveway, Granular (Temporary Access)	25	TN	\$28.00	\$700.00						\$700.00	
1.33	Full Depth Patches	168	SY	\$142.00	\$23,856.00						\$23,856.00	
1.34	Temporary Traffic Control	1	LS	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%		
1.35	Conventional Seeding, Seeding, Fertilizing, & Mulching, Urban Temp Erosion Control Mixture	1	AC	\$2,500.00	\$2,500.00						\$2,500.00	
1.36	Hydraulic Seeding, Seeding, Fertilizing, & Mulching-Permanent Lawn Mixture	1	AC	\$5,000.00	\$5,000.00						\$5,000.00	
1.37	Warranty	1	LS	\$2,500.00	\$2,500.00						\$2,500.00	
1.38	Filter Socks, 8 IN	200	LF	\$3.50	\$700.00	307	\$1,074.50		\$1,074.50	153.5%	-\$374.50	
1.39	Filter Socks, Removal	200	LF	\$1.50	\$300.00						\$300.00	
1.40	Temporary Recp, Type 2 D	463	SY	\$2.70	\$1,250.10						\$1,250.10	
1.41	Rip Rap, Class E	+25	290	TN	\$45.00	\$13,050.00	200	\$9,000.00	+ 1125	\$9,000.00	69.0%	\$4,050.00
1.42	Concrete Grout	20	CY	\$200.00	\$4,000.00						\$4,000.00	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 1 (Lynne Drive & 14th Street)						Application Number: 3					
Application Period: May 25th, 2018 to August 5th, 2018						Application Date: August 6th, 2018					
A				B	C	D	E	F			
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1.43	Silt Fence or Silt Fence Ditch Check	200	LF	\$3.50	\$700.00					\$700.00	
1.44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	100	LF	\$1.50	\$150.00					\$150.00	
1.45	Silt Fence or Silt Fence Ditch Check, Removal of Device	200	LF	\$1.50	\$300.00					\$300.00	
1.46	Stabilized Construction Entrance	100	TN	\$35.00	\$3,500.00	50	\$1,750.00		\$1,750.00	50.0%	\$1,750.00
1.47	Erosion Control Mulching, Hydromulching	1	AC	\$2,000.00	\$2,000.00					\$2,000.00	
1.48	Mobilization	1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
1.49	Concrete Washout	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
1.50	Manhole Type SW-402, 42 IN X 42" IN	1	EA	\$4,500.00	\$4,500.00					\$4,500.00	
1.51	Intake Type SW-501	2	EA	\$4,000.00	\$8,000.00					\$8,000.00	
1.52	Pipe Apron, RCP, 24 IN DIA	+1	EA	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
1.53	Storm Sewer, Trenched, RCP, 24 IN DIA	+19	LF	\$100.00	\$1,900.00	19	\$1,900.00	+ 6,400	\$1,900.00	100.0%	
1.54	Footing for Concrete Pipe Apron, RCP, 24 IN DIA	+1	EA	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
1.55	Storm Sewer Connection to Structure	+1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
Totals					\$240,223.10		\$91,900.50		\$91,900.50	38.3%	\$148,322.60

+9265

CITY OF ADEL



To: City of Adel

JOB #

24412 Hwy 13
Elkader, IA 52043
PH: (563) 880-9138
FAX: (563) 245-1443

DITCH GRADING REVISIONS SECTION #1

Line	Item	Description	Unit	Quantity	Price	Total
		PIPE APRON, RCP, 24 IN DIA	EA	1	2000	\$2,000.00
		FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN. DIA	EA	1	1000	\$1,000.00
		STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	19	100	\$1,900.00
		24" CONNECTION ON ST-02	EA	1	\$1,500.00	\$1,500.00
					Grand Total	\$6,400.00

NOTES:

* Valid for 30 days

Acceptance of Proposal

Accepted By:

Date:

Submitted By:

Date:

Travis Augustyn
Progressive Structures LLC
7/9/18

For information concerning this Change Order contact:

Travis Augustyn
Cell-563-880-9138
Fax-563-245-1443
taugustyn@progressivestructuresia.com

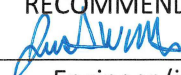
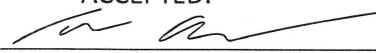
Date of Issuance:	Effective Date: 8/8/18
Owner: City of Adel	Owner's Contract No.: N/A
Contractor: Progressive Structures, LLC	Contractor's Project No.:
Engineer: McClure Engineering Company	Engineer's Project No.: 20417001
Project: Storm Water Utility Improvements – Phase I Section 2	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order consists of additional driveway and street paving, storm sewer removals, additional temporary signal time and balancing quantity overrun and under runs.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>309,456.00</u>	Original Contract Times: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>July 31, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>2</u> : \$ <u>51,970.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>361,426.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>July 31, 2018</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>29,258.02</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>August 17th, 2018</u> Ready for Final Payment: <u>August 31st, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ <u>390,684.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 17th, 2018</u> Ready for Final Payment: <u>August 31st, 2018p</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (if required)</p> <p>Title: <u>SENIOR PROJECT ENGINEER</u></p> <p>Date: <u>08/09/2018</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Title: <u>Partner</u></p> <p>Date: <u>08-09-18</u></p>
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 2 (11th Street & Greene Street)						Application Number: 4						
Application Period: June 30th, 2018 to August 1st, 2018						Application Date: August 2nd, 2018						
A				B	C	D	E	F				
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price	Total Value of Item (\$)							
2.01	Uncharted Utilities Crossing	+1	11	EA	\$360.00	\$3,960.00	11	\$3,960.00	+360	\$3,960.00	100.0%	
2.02	Uncharted Utilities Parallel	-10	90	LF	\$7.00	\$630.00	90	\$630.00	-70	\$630.00	100.0%	
2.03	Clearing and Grubbing		100	UNIT	\$85.00	\$8,500.00	100	\$8,500.00		\$8,500.00	100.0%	
2.04	Trench Foundation		250	TN	\$29.00	\$7,250.00	250	\$7,250.00		\$7,250.00	100.0%	
2.05	Replacement of Unsuitable Backfill Material		80	CY	\$15.00	\$1,200.00	80	\$1,200.00		\$1,200.00	100.0%	
2.06	Storm Sewer, Trenched, RCP, 15 IN DIA	+4	19	LF	\$70.00	\$1,330.00	19	\$1,330.00	+280	\$1,330.00	100.0%	
2.07	Storm Sewer, Trenched, RCP, 42 IN DIA		66	LF	\$135.00	\$8,910.00	66	\$8,910.00		\$8,910.00	100.0%	
2.08	Storm Sewer, Trenched, RCP, 48 IN DIA	-16	194	LF	\$170.00	\$32,980.00	194	\$32,980.00	-2720	\$32,980.00	100.0%	
2.09	Storm Sewer, Trenched, Arch RCP, 48" DIA EQ	+16	302	LF	\$185.00	\$55,870.00	302	\$55,870.00	+2960	\$55,870.00	100.0%	
2.10	Removal of Storm Sewer, PVC 6 IN DIA		25	LF	\$14.00	\$350.00	25	\$350.00		\$350.00	100.0%	
2.11	Removal of Storm Sewer, PVC 30 IN DIA		161	LF	\$14.00	\$2,254.00	161	\$2,254.00		\$2,254.00	100.0%	
2.12	Removal of Storm Sewer, Brick, 3 FT x 2 FT		67	LF	\$18.00	\$1,206.00	67	\$1,206.00		\$1,206.00	100.0%	
2.13	Removal of Storm Sewer, RCB, 3 FT x 3 FT	+40	50	LF	\$80.00	\$4,000.00	50	\$4,000.00	+3200	\$4,000.00	100.0%	
2.14	Removal of Storm Sewer, Arch CMP, 48 IN DIA EQ		18	LF	\$8.00	\$144.00	18	\$144.00		\$144.00	100.0%	
2.15	Pipe Apron, RCP, 15 IN DIA		1	EA	\$1,275.00	\$1,275.00	1	\$1,275.00		\$1,275.00	100.0%	
2.16	Footing for Concrete Pipe Apron, RCP, 15 IN DIA		1	EA	\$750.00	\$750.00	1	\$750.00		\$750.00	100.0%	
2.17	Water Main, Trenched, PVC, 4 IN DIA		0	LF	\$96.00							
2.18	Water Main, Trenched, PVC, 8 IN DIA	+10	40	LF	\$100.00	\$4,000.00	40	\$4,000.00	+1,000	\$4,000.00	100.0%	
2.19	Fittings, Mechanical, 4 IN DIA	-	0	EA	\$260.00							
2.2	Fittings, Mechanical, 8 IN DIA		4	EA	\$336.00	\$1,344.00	4	\$1,344.00		\$1,344.00	100.0%	
2.21	Manhole Type SW-401, 72 IN DIA		1	EA	\$5,350.00	\$5,350.00	1	\$5,350.00		\$5,350.00	100.0%	
2.22	Manhole Type SW-401, 96 IN DIA		1	EA	\$9,550.00	\$9,550.00	1	\$9,550.00		\$9,550.00	100.0%	
2.23	Manhole Type SW-403, 8' x 8'		2	EA	\$13,000.00	\$26,000.00	2	\$26,000.00		\$26,000.00	100.0%	
2.24	Intake Type SW-502, 84 IN DIA		1	EA	\$8,900.00	\$8,900.00	1	\$8,900.00		\$8,900.00	100.0%	
2.25	Intake Type SW-502, 96 IN DIA		1	EA	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
2.26	Remove Manhole		5	EA	\$580.00	\$2,900.00	5	\$2,900.00		\$2,900.00	100.0%	
2.27	Removal of Sidewalk		286	SY	\$11.00	\$3,146.00	286	\$3,146.00		\$3,146.00	100.0%	
2.28	Removal of Driveway	+86	246	SY	\$11.00	\$2,706.00	246	\$2,706.00	+946	\$2,706.00	100.0%	
2.29	Sidewalk, PCC, 4"		300	SY	\$54.00	\$16,200.00	290	\$15,660.00		\$15,660.00	96.7%	\$540.00
2.3	Sidewalk, PCC, 6"		40	SY	\$74.00	\$2,960.00	34	\$2,516.00		\$2,516.00	85.0%	\$444.00
2.31	Detectable Warning	+10	40	SF	\$36.00	\$1,440.00	40	\$1,440.00	+360	\$1,440.00	100.0%	
2.32	Driveway, Paved, PCC, 6"	+86	261	SY	\$138.00	\$36,018.00	261	\$36,018.00	+4,868	\$36,018.00	100.0%	
2.33	Driveway, Granular (Temporary Access)		50	TN	\$28.00	\$1,400.00						\$1,400.00
2.34	Full Depth Patches	+26	232	SY	\$142.00	\$32,944.00	232	\$32,944.00	+3,692	\$32,944.00	100.0%	
2.35	Temporary Traffic Control		1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
2.36	Conventional Seeding, Seeding, Fertilizing, & Mulching-Urban Temp, Erosion Control Mixture		0.25	AC	\$2,500.00	\$625.00	0.25	\$625.00		\$625.00	100.0%	
2.37	Hydraulic Seeding, Seeding, Fertilizing, & Mulching-Permanent Lawn Mixture		0.25	AC	\$5,000.00	\$1,250.00	0.25	\$1,250.00		\$1,250.00	100.0%	
2.38	Warranty		1	LS	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	
2.39	Filter Socks, 8 IN		550	LF	\$2.00	\$1,100.00						\$1,100.00
2.4	Filter Socks, Removal		550	LF	\$1.00	\$550.00						\$550.00
2.41	Rip Rap, Class E	-1.66	18.34	TN	\$53.00	\$972.02	18.34	\$972.02	-87.18	\$972.02	100.0%	
2.42	Silt Fence or Silt Fence Ditch Check		25	LF	\$20.00	\$500.00						\$500.00
2.43	Silt Fence or Silt Fence Ditch Check, Removal of Sediment		25	LF	\$5.00	\$125.00						\$125.00
2.44	Silt Fence or Silt Fence Ditch Check, Removal of Device		25	LF	\$5.00	\$125.00						\$125.00
2.45	Erosion Control Mulching, Conventional		0.25	AC	\$2,000.00	\$500.00						\$500.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 2 (11th Street & Greene Street)							Application Number: 4				
Application Period: June 30th, 2018 to August 1st, 2018							Application Date: August 2nd, 2018				
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
2.46	Removal and Reinstallation of Existing Fence, Chain Link	142	LF	\$45.00	\$6,390.00	142	\$6,390.00		\$6,390.00	100.0%	
2.47	Mobilization	1	LS	\$13,000.00	\$13,000.00	1	\$13,000.00		\$13,000.00	100.0%	
2.48	Concrete Washout	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
2.49	Lower Water Service	2	EA	\$2,000.00	\$4,000.00	2	\$4,000.00		\$4,000.00	100.0%	
2.50	Valve Insertion, 8"	2	EA	\$7,500.00	\$15,000.00	2	\$15,000.00		\$15,000.00	100.0%	
2.51	Storm Sewer, Trenched, RCP, 24 IN DIA	32	LS	\$100.00	\$3,200.00	32	\$3,200.00		\$3,200.00	100.0%	
2.52	Storm Sewer Connection, Concrete Collar	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
2.53	11th Street Detour	1	LS	\$1,800.00	\$1,800.00	1	\$1,800.00		\$1,800.00	100.0%	
2.54	Temporary Traffic Signal	+ 3.735	8	WK	\$2,000.00	\$16,000.00	8	\$16,000.00	+7470	\$16,000.00	100.0%
2.55	Conflict Manhole	1	EA	\$17,400.00	\$17,400.00	1	\$17,400.00		\$17,400.00	100.0%	
2.56	Temporary Sanitary Sewer Main Repair	1	EA	\$1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%	
2.57	Water Main, Trenched, PVC, 6 IN DIA	32	LF	\$100.00	\$3,200.00	32	\$3,200.00		\$3,200.00	100.0%	
2.58	Fittings, Mechanical, 6 IN DIA	4	EA	\$320.00	\$1,280.00	4	\$1,280.00		\$1,280.00	100.0%	
Totals					\$390,684.02		\$385,400.02		\$385,400.02	98.6%	\$5,284.00

+32,136.00
 - 2,877.98

 +29,259.02



Contractor's Application for Payment No. 3

Application Period: May 25th, 2018 to August 5th, 2018		Application Date: August 6th, 2018
To (Owner): City of Adel	From (Contractor): Progressive Structures, LLC	Via (Engineer): McClure Engineering Company
Project: Storm Water Utility Improvements Phase I	Contract: Section 1 (Lynne Drive & 14th Street)	
Owner's Contract No.: N/A	Contractor's Project No.:	Engineer's Project No.: 20417001

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	
Number	Additions	Deductions		\$
1	\$12,500.00	\$4,154.00	2. Net change by Change Orders.....	\$
2	\$9,265.00		3. Current Contract Price (Line 1 ± 2).....	\$
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$
			5. RETAINAGE:	
			a. 5% X \$91,900.50 Work Completed.....	\$
			b. 5% X _____ Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$
TOTALS	\$21,765.00	\$4,154.00	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
NET CHANGE BY	\$17,611.00		8. AMOUNT DUE THIS APPLICATION.....	\$
CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

[Handwritten Signature]

Contractor Signature

By: **Travis Augustyn** Date: **08-09-18**

Payment of: \$ 50,707.20

(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 08/09/2018

(Engineer) (Date)

Payment of: \$ 50,707.20

(Line 8 or other - attach explanation of the other amount)

is approved by: _____

(Owner) (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 1 (Lynne Drive & 14th Street)						Application Number: 3					
Application Period: May 25th, 2018 to August 5th, 2018						Application Date: August 6th, 2018					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1.01	Uncharted Utilities Crossing	10	EA	\$360.00	\$3,600.00						\$3,600.00
1.02	Uncharted Utilities Parallel	250	LF	\$7.00	\$1,750.00						\$1,750.00
1.03	Clearing and Grubbing	160	UNIT	\$95.00	\$15,200.00	160	\$15,200.00		\$15,200.00	100.0%	
1.04	Clearing and Grubbing	0.25	AC	\$65,000.00	\$16,250.00	0.25	\$16,250.00		\$16,250.00	100.0%	
1.05	Topsoil, On-Site	140	CY	\$11.00	\$1,540.00	140	\$1,540.00		\$1,540.00	100.0%	
1.06	Excavation, Class 10	535	CY	\$12.00	\$6,420.00	535	\$6,420.00		\$6,420.00	100.0%	
1.07	Trench Foundation	250	TN	\$29.00	\$7,250.00	100	\$2,900.00		\$2,900.00	40.0%	\$4,350.00
1.08	Replacement of Unsuitable Backfill Material	50	CY	\$15.00	\$750.00						\$750.00
1.09	Storm Sewer, Trenched, RCP, 18 IN DIA	28	LF	\$70.00	\$1,960.00						\$1,960.00
1.10	Storm Sewer, Trenched, RCP, 21 IN DIA	347	LF	\$77.00	\$26,719.00						\$26,719.00
1.11	Storm Sewer, Trenched, RCP, 42 IN DIA	32	LF	\$138.00	\$4,416.00	32	\$4,416.00		\$4,416.00	100.0%	
1.12	Removal of Storm Sewer, RCP, 15 IN DIA	29	LF	\$14.00	\$406.00						\$406.00
1.13	Removal of Storm Sewer, RCP, 18 IN DIA	4	LF	\$14.00	\$56.00						\$56.00
1.14	Removal of Storm Sewer, RCP, 30 IN DIA	26	LF	\$14.00	\$364.00						\$364.00
1.15	Pipe Apron, RCP, 42 IN DIA	2	EA	\$3,650.00	\$7,300.00	1	\$3,650.00		\$3,650.00	50.0%	\$3,650.00
1.16	Footing for Concrete Pipe Apron, RCP, 42 IN DIA	2	EA	\$1,400.00	\$2,800.00	1	\$1,400.00		\$1,400.00	50.0%	\$1,400.00
1.17	Water Main, Trenched, PVC 6 IN DIA	60	LF	\$105.00	\$6,300.00						\$6,300.00
1.18	Fittings, Mechanical, 6 IN DIA	8	EA	\$300.00	\$2,400.00						\$2,400.00
1.19	Manhole Type SW-401, 48 IN DIA	1	EA	\$2,625.00	\$2,625.00						\$2,625.00
1.20	Manhole Type SW-401, 60 IN DIA		EA	\$4,000.00							
1.21	Manhole Type SW-401, 72 IN DIA	1	EA	\$6,000.00	\$6,000.00						\$6,000.00
1.22	Intake Type SW-508	1	EA	\$4,200.00	\$4,200.00						\$4,200.00
1.23	Intake Type SW-513, 6' x 6'	1	EA	\$7,400.00	\$7,400.00	1	\$7,400.00		\$7,400.00	100.0%	
1.24	Intake Type SW-541	1	EA	\$5,000.00	\$5,000.00						\$5,000.00
1.25	Remove Intake	2	EA	\$580.00	\$1,160.00						\$1,160.00
1.26	Removal of Sidewalk	80	SY	\$11.00	\$880.00						\$880.00
1.27	Removal of Driveway	16	SY	\$11.00	\$176.00						\$176.00
1.28	Sidewalk, PCC, 4"	150	SY	\$54.00	\$8,100.00						\$8,100.00
1.29	Sidewalk, PCC, 6"	15	SY	\$75.00	\$1,125.00						\$1,125.00
1.30	Detectable Warning	20	SF	\$36.00	\$720.00						\$720.00
1.31	Driveway, Paved, PCC, 6"	25	SY	\$138.00	\$3,450.00						\$3,450.00
1.32	Driveway, Granular (Temporary Access)	25	TN	\$28.00	\$700.00						\$700.00
1.33	Full Depth Patches	168	SY	\$142.00	\$23,856.00						\$23,856.00
1.34	Temporary Traffic Control	1	LS	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
1.35	Conventional Seeding, Seeding, Fertilizing, & Mulching, Urban Temp Erosion Control Mixture	1	AC	\$2,500.00	\$2,500.00						\$2,500.00
1.36	Hydraulic Seeding, Seeding, Fertilizing, & Mulching-Permanent Lawn Mixture	1	AC	\$5,000.00	\$5,000.00						\$5,000.00
1.37	Warranty	1	LS	\$2,500.00	\$2,500.00						\$2,500.00
1.38	Filter Socks, 8 IN	200	LF	\$3.50	\$700.00	307	\$1,074.50		\$1,074.50	153.5%	-\$374.50
1.39	Filter Socks, Removal	200	LF	\$1.50	\$300.00						\$300.00
1.40	Temporary Recp, Type 2 D	463	SY	\$2.70	\$1,250.10						\$1,250.10
1.41	Rip Rap, Class E	290	TN	\$45.00	\$13,050.00	200	\$9,000.00		\$9,000.00	69.0%	\$4,050.00
1.42	Concrete Grout	20	CY	\$200.00	\$4,000.00						\$4,000.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 1 (Lynne Drive & 14th Street)						Application Number: 3					
Application Period: May 25th, 2018 to August 5th, 2018						Application Date: August 6th, 2018					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1.43	Silt Fence or Silt Fence Ditch Check	200	LF	\$3.50	\$700.00					\$700.00	
1.44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	100	LF	\$1.50	\$150.00					\$150.00	
1.45	Silt Fence or Silt Fence Ditch Check, Removal of Device	200	LF	\$1.50	\$300.00					\$300.00	
1.46	Stabilized Construction Entrance	100	TN	\$35.00	\$3,500.00	50	\$1,750.00		\$1,750.00	50.0%	\$1,750.00
1.47	Erosion Control Mulching, Hydromulching	1	AC	\$2,000.00	\$2,000.00					\$2,000.00	
1.48	Mobilization	1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
1.49	Concrete Washout	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
1.50	Manhole Type SW-402, 42 IN X 42" IN	1	EA	\$4,500.00	\$4,500.00						\$4,500.00
1.51	Intake Type SW-501	2	EA	\$4,000.00	\$8,000.00						\$8,000.00
1.52	Pipe Apron, RCP, 24 IN DIA	1	EA	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
1.53	Storm Sewer, Trenched, RCP, 24 IN DIA	19	LF	\$100.00	\$1,900.00	19	\$1,900.00		\$1,900.00	100.0%	
1.54	Footing for Concrete Pipe Apron, RCP, 24 IN DIA	1	EA	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
1.55	Storm Sewer Connection to Structure	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
Totals									\$91,900.50	38.3%	\$148,322.60

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Storm Water Utility Improvements Phase I Section 1 (Lynne Drive & 14th Street)				Application Number:	3
					Application Date:	August 6th, 2018
Application Period:	From:	May 25th, 2018	To:	August 5th, 2018	Contractor:	Progressive Structures, LLC

Original Contract Amount: \$ 222,612.10

Approved Change Orders:

Number	Date	Amount
1	6/5/2018	\$ 8,346.00
2	8/6/2018	\$ 9,265.00

Revised Contract Amount: \$ 240,223.10

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
1	4/26/2018	\$ 35,577.50
2	5/25/2018	\$ 1,020.78

Total Estimates Paid to Date: \$ 36,598.28

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Total Construction Cost: \$ 36,598.28





Contractor's Application for Payment No. 4

Application Period: June 30th, 2018 to August 1st, 2018	Application Date: August 2nd, 2018
To (Owner): City of Adel	Via (Engineer): McClure Engineering Company
From (Contractor): Progressive Structures, LLC	
Project: Storm Water Utility Improvements Phase I	Contract: Section 2 (11th Street & Greene Street)
Owner's Contract No.: N/A	Contractor's Project No.: Engineer's Project No.: 20417001

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$32,430.00	
2	\$24,680.00	\$5,140.00
3	\$32,136.00	\$2,877.98
TOTALS	\$89,246.00	\$8,017.98
NET CHANGE BY CHANGE ORDERS	\$81,228.02	

1. ORIGINAL CONTRACT PRICE.....	\$ 309,456.00
2. Net change by Change Orders.....	\$ 81,228.02
3. Current Contract Price (Line 1 ± 2).....	\$ 390,684.02
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 385,400.02
5. RETAINAGE:	
a. 5% X \$385,400.02 Work Completed.....	\$ 19,270.00
b. 5% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 19,270.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 366,130.02
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 257,173.95
8. AMOUNT DUE THIS APPLICATION.....	\$ 108,956.07
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 24,554.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: **Travis Augustyn** Date: **08-09-18**

Payment of: \$ 108,956.07
(Line 8 or other - attach explanation of the other amount)

is recommended by: 08/09/2018
(Engineer) (Date)

Payment of: \$ 108,956.07
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 2 (11th Street & Greene Street)							Application Number: 4				
Application Period: June 30th, 2018 to August 1st, 2018							Application Date: August 2nd, 2018				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
2.01	Uncharted Utilities Crossing	11	EA	\$360.00	\$3,960.00	11	\$3,960.00		\$3,960.00	100.0%	
2.02	Uncharted Utilities Parallel	90	LF	\$7.00	\$630.00	90	\$630.00		\$630.00	100.0%	
2.03	Clearing and Grubbing	100	UNIT	\$85.00	\$8,500.00	100	\$8,500.00		\$8,500.00	100.0%	
2.04	Trench Foundation	250	TN	\$29.00	\$7,250.00	250	\$7,250.00		\$7,250.00	100.0%	
2.05	Replacement of Unsuitable Backfill Material	80	CY	\$15.00	\$1,200.00	80	\$1,200.00		\$1,200.00	100.0%	
2.06	Storm Sewer, Trenched, RCP, 15 IN DIA	19	LF	\$70.00	\$1,330.00	19	\$1,330.00		\$1,330.00	100.0%	
2.07	Storm Sewer, Trenched, RCP, 42 IN DIA	66	LF	\$135.00	\$8,910.00	66	\$8,910.00		\$8,910.00	100.0%	
2.08	Storm Sewer, Trenched, RCP, 48 IN DIA	194	LF	\$170.00	\$32,980.00	194	\$32,980.00		\$32,980.00	100.0%	
2.09	Storm Sewer, Trenched, Arch RCP, 48" DIA EQ	302	LF	\$185.00	\$55,870.00	302	\$55,870.00		\$55,870.00	100.0%	
2.10	Removal of Storm Sewer, PVC 6 IN DIA	25	LF	\$14.00	\$350.00	25	\$350.00		\$350.00	100.0%	
2.11	Removal of Storm Sewer, PVC 30 IN DIA	161	LF	\$14.00	\$2,254.00	161	\$2,254.00		\$2,254.00	100.0%	
2.12	Removal of Storm Sewer, Brick, 3 FT x 2 FT	67	LF	\$18.00	\$1,206.00	67	\$1,206.00		\$1,206.00	100.0%	
2.13	Removal of Storm Sewer, RCBC, 3 FT x 3 FT	50	LF	\$80.00	\$4,000.00	50	\$4,000.00		\$4,000.00	100.0%	
2.14	Removal of Storm Sewer, Arch CMP, 48 IN DIA EQ	18	LF	\$8.00	\$144.00	18	\$144.00		\$144.00	100.0%	
2.15	Pipe Apron, RCP, 15 IN DIA	1	EA	\$1,275.00	\$1,275.00	1	\$1,275.00		\$1,275.00	100.0%	
2.16	Footing for Concrete Pipe Apron, RCP, 15 IN DIA	1	EA	\$750.00	\$750.00	1	\$750.00		\$750.00	100.0%	
2.17	Water Main, Trenched, PVC, 4 IN DIA	0	LF	\$96.00							
2.18	Water Main, Trenched, PVC, 8 IN DIA	40	LF	\$100.00	\$4,000.00	40	\$4,000.00		\$4,000.00	100.0%	
2.19	Fittings, Mechanical, 4 IN DIA	0	EA	\$260.00							
2.2	Fittings, Mechanical, 8 IN DIA	4	EA	\$336.00	\$1,344.00	4	\$1,344.00		\$1,344.00	100.0%	
2.21	Manhole Type SW-401, 72 IN DIA	1	EA	\$5,350.00	\$5,350.00	1	\$5,350.00		\$5,350.00	100.0%	
2.22	Manhole Type SW-401, 96 IN DIA	1	EA	\$9,550.00	\$9,550.00	1	\$9,550.00		\$9,550.00	100.0%	
2.23	Manhole Type SW-403, 8' x 8'	2	EA	\$13,000.00	\$26,000.00	2	\$26,000.00		\$26,000.00	100.0%	
2.24	Intake Type SW-502, 84 IN DIA	1	EA	\$8,900.00	\$8,900.00	1	\$8,900.00		\$8,900.00	100.0%	
2.25	Intake Type SW-502, 96 IN DIA	1	EA	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
2.26	Remove Manhole	5	EA	\$580.00	\$2,900.00	5	\$2,900.00		\$2,900.00	100.0%	
2.27	Removal of Sidewalk	286	SY	\$11.00	\$3,146.00	286	\$3,146.00		\$3,146.00	100.0%	
2.28	Removal of Driveway	246	SY	\$11.00	\$2,706.00	246	\$2,706.00		\$2,706.00	100.0%	
2.29	Sidewalk, PCC, 4"	300	SY	\$54.00	\$16,200.00	290	\$15,660.00		\$15,660.00	96.7%	\$540.00
2.3	Sidewalk, PCC, 6"	40	SY	\$74.00	\$2,960.00	34	\$2,516.00		\$2,516.00	85.0%	\$444.00
2.31	Detectable Warning	40	SF	\$36.00	\$1,440.00	40	\$1,440.00		\$1,440.00	100.0%	
2.32	Driveway, Paved, PCC, 6"	261	SY	\$138.00	\$36,018.00	261	\$36,018.00		\$36,018.00	100.0%	
2.33	Driveway, Granular (Temporary Access)	50	TN	\$28.00	\$1,400.00						\$1,400.00
2.34	Full Depth Patches	232	SY	\$142.00	\$32,944.00	232	\$32,944.00		\$32,944.00	100.0%	
2.35	Temporary Traffic Control	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
2.36	Conventional Seeding, Seeding, Fertilizing, & Mulching-Urban Temp, Erosion Control Mixture	0.25	AC	\$2,500.00	\$625.00	0.25	\$625.00		\$625.00	100.0%	
2.37	Hydraulic Seeding, Seeding, Fertilizing, & Mulching-Permanent Lawn Mixture	0.25	AC	\$5,000.00	\$1,250.00	0.25	\$1,250.00		\$1,250.00	100.0%	
2.38	Warranty	1	LS	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	
2.39	Filter Socks, 8 IN	550	LF	\$2.00	\$1,100.00						\$1,100.00
2.4	Filter Socks, Removal	550	LF	\$1.00	\$550.00						\$550.00
2.41	Rip Rap, Class E	18.34	TN	\$53.00	\$972.02	18.34	\$972.02		\$972.02	100.0%	
2.42	Silt Fence or Silt Fence Ditch Check	25	LF	\$20.00	\$500.00						\$500.00
2.43	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	25	LF	\$5.00	\$125.00						\$125.00
2.44	Silt Fence or Silt Fence Ditch Check, Removal of Device	25	LF	\$5.00	\$125.00						\$125.00
2.45	Erosion Control Mulching, Conventional	0.25	AC	\$2,000.00	\$500.00						\$500.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Section 2 (11th Street & Greene Street)						Application Number: 4					
Application Period: June 30th, 2018 to August 1st, 2018						Application Date: August 2nd, 2018					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
2.46	Removal and Reinstallation of Existing Fence, Chain Link	142	LF	\$45.00	\$6,390.00	142	\$6,390.00		\$6,390.00	100.0%	
2.47	Mobilization	1	LS	\$13,000.00	\$13,000.00	1	\$13,000.00		\$13,000.00	100.0%	
2.48	Concrete Washout	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%	
2.49	Lower Water Service	2	EA	\$2,000.00	\$4,000.00	2	\$4,000.00		\$4,000.00	100.0%	
2.50	Valve Insertion, 8"	2	EA	\$7,500.00	\$15,000.00	2	\$15,000.00		\$15,000.00	100.0%	
2.51	Storm Sewer, Trenched, RCP, 24 IN DIA	32	LS	\$100.00	\$3,200.00	32	\$3,200.00		\$3,200.00	100.0%	
2.52	Storm Sewer Connection, Concrete Collar	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
2.53	11th Street Detour	1	LS	\$1,800.00	\$1,800.00	1	\$1,800.00		\$1,800.00	100.0%	
2.54	Temporary Traffic Signal	8	WK	\$2,000.00	\$16,000.00	8	\$16,000.00		\$16,000.00	100.0%	
2.55	Conflict Manhole	1	EA	\$17,400.00	\$17,400.00	1	\$17,400.00		\$17,400.00	100.0%	
2.56	Temporary Sanitary Sewer Main Repair	1	EA	\$1,200.00	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%	
2.57	Water Main, Trenched, PVC, 6 IN DIA	32	LF	\$100.00	\$3,200.00	32	\$3,200.00		\$3,200.00	100.0%	
2.58	Fittings, Mechanical, 6 IN DIA	4	EA	\$320.00	\$1,280.00	4	\$1,280.00		\$1,280.00	100.0%	
Totals					\$390,684.02		\$385,400.02		\$385,400.02	98.6%	\$5,284.00

