



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, November 13, 2018, at 6:00 PM

AGENDA

COMMENTS FROM THE PUBLIC

Greater Dallas County Development Alliance Annual Update – Deb Calvert

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated October 22, 2018
- b) Consider Approval of City Council Minutes Dated November 7, 2018
- c) Consider Approval of October Bills and October 31, 2018, Treasurer's Report
- d) Consider Approval of Ahlers & Cooney, P.C. Invoice Dated 10/24/2018 to be Applied to Retainer
- e) Consider Approval of Special Class C Liquor License (Beer/Wine) with Living Quarters for China Village
- f) Consider Approval of Class B Native Wine Permit with Sunday Sales for Adel Flowers and Gifts

DEPARTMENT HEAD REPORT

Future Council Meetings in 2018: November 27 and December 11

NEW BUSINESS

- a) Consider Approval of Resolution No. 18-87, Ordering the Removal of the City Clerk
- b) Consider Approval of Resolution No. 18-88, Appointing an Interim City Clerk
- c) Consider Approval of Resolution No. 18-89, Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Southbridge Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Adel, State of Iowa
- d) Discussion / Possible Action on Street Committee's Recommendation regarding Casey's Request to Split Funding for Paving a Portion of Meadow Road near the Intersection of Meadow Road and HWY 169
- e) Discussion Only on a Possible Moratorium of Septic Systems within the City Limits
- f) Consider Approval of Resolution No. 18-90, Approving Engineering Services Contract with McClure Engineering for Wastewater Treatment Plant Project
- g) Consider Approval of Resolution No. 18-91, Authorizing a Development Agreement between the City and Timberview West, LLC for the Purpose of Satisfying Iowa Department of Transportation Requirements for Timberview West Plat 4 Turn Lane Improvements
- h) Consider Approval of USDA-RD Loan Resolution for Water Projects (USDA #3)
- i) Consider Approval of USDA-RD Loan Resolution for East Annex Sewer Extension Project (USDA #4)
- j) Consider Approval of USDA-RD Loan Resolution for New Wastewater Treatment Plant Project (USDA #5)
- k) Consider Approval of Setting a Public Hearing for Tuesday, November 27, 2018 at 6:00 p.m. for the Flood Plain Map Updates
- l) Consider Approval of Setting a Public Hearing for Tuesday, November 27, 2018 at 6:00 p.m. for an Amendment to the AT&T Tower Lease Agreement
- m) Consider Approval of Resolution No. 18-92, Approving Budget Transfers for City Attorney Services

OTHER BUSINESS

11/9/2018 2:06:48 PM



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DEPARTMENT HEAD REPORT

Future Council Meetings in 2018: November 27 and December 11

Due to the upcoming water and sewer projects, the remaining council meetings in 2018 are: Tuesday, November 27 and Tuesday, December 11. All meetings will begin at 6:00 p.m. in the council chambers unless otherwise noted. Please note that the council reserves the right to call a special meeting with proper notice.

NEW BUSINESS

- a) Consider Approval of Resolution No. 18-87, Ordering the Removal of the City Clerk

Please refer to the resolution in the council packet.

- b) Consider Approval of Resolution No. 18-88, Appointing an Interim City Clerk

Please refer to the resolution in the council packet.

- c) Consider Approval of Resolution No. 18-89, Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Southbridge Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Adel, State of Iowa

This resolution, which was prepared by Ahlers & Cooney, sets the proceedings for the proposed Urban Renewal Plan and Area for the Southbridge PUD. A consultation meeting with the ADM School District and Dallas County is required before moving forward.

A public hearing is also required, which would be held at the December 11 council meeting. The City's Planning & Zoning Commission will be meeting on November 14 to review the proposed plan. More action will be taken at future meetings, including the consideration of the development agreement. City staff is recommending approval.

- d) Discussion / Possible Action on Street Committee's Recommendation regarding Casey's Request to Split Funding for Paving a Portion of Meadow Road near the Intersection of Meadow Road and HWY 169

This item concerns Casey's request to split the funding for paving a portion of Meadow Road near the intersection of Meadow Road and HWY 169. The City's Street Committee met on November 8 to review the request. City Attorney Kristine Stone noted that, due to recent changes in State Code, the public bidding requirements would need to be met if the City participated in the project with Casey's.

The City has also discussed paving Meadow Road, though it may be several years before this could occur. The Street Committee has recommended to ask Casey's to pay the full cost of the paving this section of Meadow Road. City staff concurs. In addition, the concept of a TIF agreement has been mentioned, though much more discussion and research would be necessary.

- e) Discussion Only on a Possible Moratorium of Septic Systems within the City Limits

This discussion item was requested in light of a potential subdivision that may use septic systems relatively close to a City sanitary sewer line. The council packet includes several references to City Code about septic systems, zoning requirements, and dry sewer requirements.

City Attorney Kristine Stone noted that there are many variables to consider, including the specific goals and parameters for a moratorium. Moreover, a moratorium could involve McClure Engineering studying the issue. This item could be referred to the City's Planning & Zoning Commission and/or the Water & Sewer Committee, but it will depend on council direction.

- f) Consider Approval of Resolution No. 18-90, Approving Engineering Services Contract with McClure Engineering for Wastewater Treatment Plant Project

This resolution considers a comprehensive contract with McClure Engineering for the upcoming Wastewater Treatment Plant project. USDA-RD requires this specially formatted contract. The costs will be funded through the USDA-RD loan. City staff is recommending approval.

- g) Consider Approval of Resolution No. 18-91, Authorizing a Development Agreement between the City and Timberview West, LLC for the Purpose of Satisfying Iowa Department of Transportation Requirements for Timberview West Plat 4 Turn Lane Improvements

This resolution considers a development agreement with Timberview West, LLC ("developer") regarding the DOT's turn lane requirement for the Timberview West subdivision. Since the City is considering improvements to HWY 169, the City has requested that the funds for the turn lanes be directed to the larger highway project.

The development agreement, which was prepared by City Attorney Kristine Stone, was recommended by the City's Street Committee. The DOT, McClure Engineering, and the developer have also reviewed the agreement. City staff is recommending approval.

- h) Consider Approval of USDA-RD Loan Resolution for Water Projects (USDA #3)

This item is required by USDA-RD for the City's upcoming water projects. Ahlers & Cooney has prepared the resolution. City staff is recommending approval.

- i) Consider Approval of USDA-RD Loan Resolution for East Annex Sewer Extension Project (USDA #4)

This item is required by USDA-RD for the City's upcoming East Annex Sewer Extension project. Ahlers & Cooney has prepared the resolution. City staff is recommending approval.

- j) Consider Approval of USDA-RD Loan Resolution for New Wastewater Treatment Plant Project (USDA #5)

This item is required by USDA-RD for the City's upcoming Wastewater Treatment Plant project. Ahlers & Cooney has prepared the resolution. City staff is recommending approval.

- k) Consider Approval of Setting a Public Hearing for Tuesday, November 27, 2018 at 6:00 p.m. for the Flood Plain Map Updates

This item sets a public hearing for Tuesday, November 27 at 6:00 p.m. for the flood plain map updates as required by FEMA. City staff is recommending approval.

- l) Consider Approval of Setting a Public Hearing for Tuesday, November 27, 2018 at 6:00 p.m. for an Amendment to the AT&T Tower Lease Agreement

This item sets a public hearing for Tuesday, November 27 at 6:00 p.m. for an amendment to the AT&T Tower Lease Agreement. The amendment has been reviewed by the City's Water Department and City Attorney Kristine Stone. City staff is recommending approval.

- m) Consider Approval of Resolution No. 18-92, Approving Budget Transfers for City Attorney Services

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.

OTHER BUSINESS

11/9/2018 1:59:23 PM



GREATER DALLAS COUNTY DEVELOPMENT ALLIANCE

“GROWING YOUR SUSTAINABLE FUTURE”

Prepared by Jeremy Voss and Greater Dallas County Development Alliance



CELEBRATING 1988-2018
30
YEARS



Greater Dallas County
Development Alliance
ANNUAL REPORT 2017-2018



Celebrating 30 years of service to Dallas County

I have had the privilege of serving as the Executive Director to Dallas County Development, Inc. since May, 1998 and be a part of the growth and changes that have occurred in Dallas County. It has been very rewarding to guide projects that have resulted in the creation of wealth for both Dallas County citizens and communities.

Over the past 31 years Greater Dallas County Development Alliance (dba) has created many service delivery programs, including housing, tourism, community development, and traditional business to business development. The agency has been a partner in the creation of the housing trust fund, the Dallas County tourism group and refocused back to core development of business to business and community assistance. The agency's

approach changed several times to meet customer demand. Through nimble visioning, the agency has become the "leader in the State of Iowa in innovation and leadership" (Debi Durham, Executive Director Iowa Economic Development Authority.) Guidance has been under the purview of the Alliance's board of directors and expertise of the professional staff.

Thank you for being a part of helping Dallas County grow!

Linda Wunsch
Executive Director
GDCDA



MISSION STATEMENT

Our mission is to create positive impacts on economic, social and environmental aspects of the Dallas County Iowa region by working closely with our local communities, businesses and partners to enhance community attributes, retain and expand local business and foster new business investments.

PURPOSE OF REPORT

The Greater Dallas County Development Alliance prepared this annual report to showcase the organization's activities and accomplishments during the 2017-2018 year. The report is also intended to be an economic development marketing piece for Dallas County as it features the achievements of local companies, entrepreneurs, and key partners.

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Dear Alliance Stakeholders;

Dallas County was again the fastest growing county in the State of Iowa this year, as well as the 5th fastest growing county in the nation. The continuous growth rate only makes the Greater Dallas County region a more popular option to live, work, and play. The Alliance team is determined to continue assisting local communities and businesses to ensure continued success in the area.

The Alliance has an excellent track record in assisting the Dallas County region with landing projects, retaining and attracting business and jobs, and assisting our communities in achieving their local vision through the Community Development program. We are excited to see what the future holds for our agency as we continue to look forward and stay ahead of the curve in economic development for this region.

I strongly encourage you to continue your support to the Alliance, which will support us in the services we provide for economic development activities, and the exciting growth of this Greater Dallas County region. We look forward to continuing our excellent service and partnering with you to create sustainable growth for this region.

Thank you for your support

Brad Long
President-GDCDA



THEN & NOW

In the first 3 years of our organization, Dallas County Development, assisted in less than \$500,000 of capital investment.



29,755: Dallas County's population in 1987-1988

In the last 3 years of our organization, GDCDA, has assisted in nearly \$3 Billion in new investment.



87,235: Dallas County's population now

POPULATION

INCORPORATED LAND



TECHNOLOGY

Microsoft Windows, Excel, and Works all debut

Microsoft Windows 10 launches. Their products now include software, hardware, consumer electronics, social networking services...

DEVELOPMENT CONCERNS

DCD's first newsletter addresses the lack of available industrial buildings

An agenda item from the August 2018 meeting of GDCDA addresses the lack of available industrial buildings



REAT LEADERSHIP

REAT TEAM

REAT RESULTS

BOARD OF DIRECTORS

American Trust Bank
Aureon
Bluestone
Dallas County BoS
DMACC
DuPontPioneer
Hubbell Realty
Impact 7G
Knapp Properties
Hy-Line International

Iowa Health Systems
PEDI
KW Commercial
McClure Engineering
West Bank
Neumann Brother
Percival Scientific
Raccoon Valley Bank
Rasmussen Group
Roth Products

Septagon Construction
The Samuels Group
Microsoft
MidAmerican Energy Company
mi-fiber.net
Minburn Communications
West Grand Business Park
Signature Real Estate
Services

EXECUTIVE COMMITTEE

OFFICERS
Brad Long - President
Clyde Evans - Past President
Alex Broderick - Secretary

VICE PRESIDENTS
Ted Brackett Alex Broderick
Deb Calvert Mark Hanson
Deb Lucht Wayne McKinney
Ryan Peterson

DEVELOPMENT TEAM

Linda Wunsch
CECd, EDPF, LEED AP
Executive Director

Julie Johnson
LEED AP
Project Manager

Jeremy Voss
MBA
Project Manager

Katleen Olson
Office Manager

COMMUNITY ALLIES

City of Adel
City of Dawson
City of Minburn
City of Woodward

City of Bouton
City of DeSoto
City of Perry
City of Van Meter

City of Dexter
City of Redfield
City of Dallas Center
City of West Des Moines

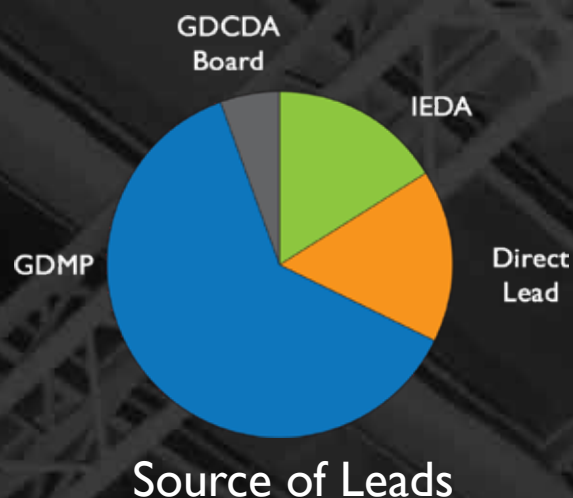
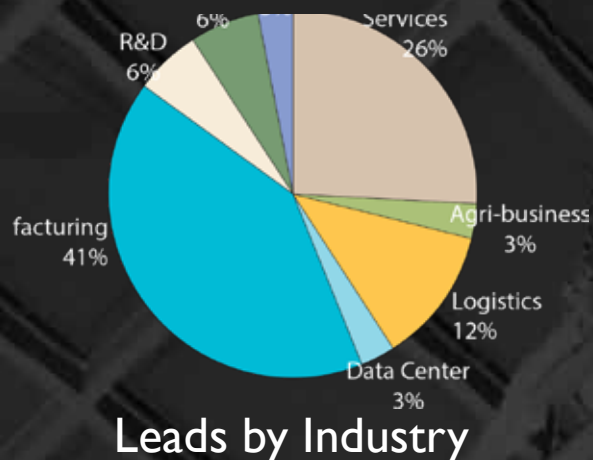
B A BUSINESS ATTRACTION

2017-2018
GREATER DALLAS COUNTY
DEVELOPMENT ALLIANCE
BUSINESS ATTRACTION EFFORTS:

37 NEW LEADS
11 LANDED PROJECTS
52 TOTAL ACTIVE PROSPECTS

Wind XII Project Positions MidAmerican Energy To Hit 100 Percent Renewable Goal

DES MOINES, Iowa – (May 30, 2018) – MidAmerican Energy Company will be the first investor-owned electric utility in the country to generate renewable energy equal to 100% of its customers' usage on an annual basis, upon completing its newest proposed wind energy project. MidAmerican Energy proposed an additional investment of \$922 million with the announcement of its Wind XII project that will be formally filed with the Iowa Utilities Board later today. The project, if approved, is expected to be completed in late 2020. Over the past three years, MidAmerican Energy has moved forward with its previously announced Wind XI and repowering projects, that when combined with Wind XII, will provide customers with 100 percent renewable energy on an annual basis. And, like MidAmerican's previous wind



projects, Wind XII will be accomplished without the need to ask for an increase in customers' rates.

"Wind XII will transform our 100 percent renewable energy vision from a bold dream into a reality," Adam Wright, MidAmerican Energy's President and CEO, said. "We are listening and working with our customers to put them first. Wind XII is a clear demonstration of our commitment to and investment in the cleaner, more sustainable energy future our customers want and our environment deserves. We have been able to invest in renewables while at the same time keeping electric rates affordable for the long term, creating a one-of-a-kind win-win solution."

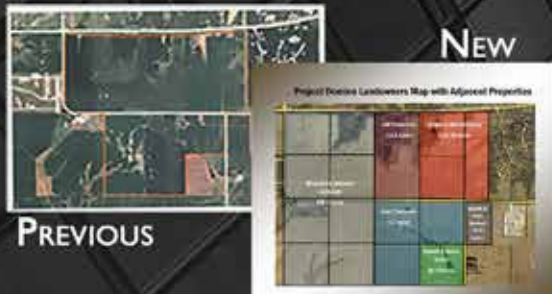
MidAmerican Energy's investment in renewables has helped make Iowa a national wind energy leader. Iowa leads the country in the percentage of electric generation coming from wind.

MARKETING EFFORTS

GDCDA actively markets Dallas County and the Des Moines Metro Area to prospective businesses and site consultants at industry trade shows. The goal of these efforts is to develop leads on new projects that may have an interest in locating to our communities.

In 2017-2018, the Economic Development staff marketed Dallas County at several trade shows, and conferences including:

NEW MORE ACCURATE AND INTERACTIVE MAPS



EASIER TO READ AND TEMPLATED RFI



CLEANER MEMBERSHIP MATERIAL



PURCHASED PROFESSIONAL GRAPHIC SOFTWARE



In 2017-2018, the Economic Development staff marketed Dallas County at several trade shows, and conferences including:

SSG
JANICE FORUM
DATA CENTER WORLD GLOBAL
HOSTINGCON
SIOR
IEDC LEADERSHIP
IEDC ANNUAL CONFERENCE
PDI
SMART CONFERENCE

GDCDA would like to thank the following for patronage to the Alliance and dedication to the Greater Dallas County region. We as an organization would be unable to market Dallas County, the cities and communities within, or the local businesses without the assistance of these very generous sponsors.

DALLAS COUNTY BOARD OF SUPERVISORS
THE GREATER DES MOINES PARTNERSHIP
MCCLURE ENGINEERING
DILIGENT DEVELOPMENT
CITY OF VAN METER
CITY OF PERRY
CITY OF WOODWARD

SITES & BUILDINGS

WOODWARD BECOMES IOWA'S, AND THE NATION'S FIRST 'GREEN' CERTIFIED SITE

(DES MOINES) – Gov. Kim Reynolds, Iowa Economic Development Authority (IEDA) Director Debi Durham and City of Woodward officials announced Tuesday the first site to receive “green” certification through IEDA’s Certified Site Program.

The Greater Dallas County Development Alliance team has lead the way to the first “green” certified site in the state and the U.S. Through the Iowa Economic Development Authority’s Certified Site Program, Woodward, IA announced the 190-acre Eco Business Park.

Gov. Kim Reynolds, Iowa Economic Development Authority (IEDA) Director Debi Durham and City of Woodward officials spoke at the announcement, the Governor saying, “Today’s announcement celebrates not only the first Green site in Iowa, but also the fourth Certified Site in Dallas County,” Gov. Reynolds said. “I admire the community’s commitment to the rigor of certification and for providing another example of how Iowa is leading on issues, like conservation, that matter to our citizens and our businesses.”



Governor Kim Reynolds speaking to Brian Devick, Mayor of Woodward



PERRY BUILDS IOWA'S ONLY SPEC BUILDING ON A CERTIFIED SITE

Perry Economic Development Inc. (PEDI) is pleased to announce the nearing completion of the new 30,000-square-foot speculative industrial warehouse located in the Perry Industrial Park.

PEDI began construction on this new spec building in April 2018, and the anticipated completion date is late summer of 2018. At current state, the spec building is the only new-construction, certified-site facility available in the state of Iowa but has not yet been committed to any organization for occupancy.

The Ribbon-Cutting ceremony included a special guest speaker in Lieutenant Governor Adam Gregg. He expressed how impressed everyone in the Governor’s Office has been with the initiative shown by Perry. Gregg told Raccoon Valley Radio that he and Governor Kim Reynolds will be keeping a close eye on the project. “(I’m) very happy to be here to celebrate along with the community, and (I’m) looking forward to the next steps. Hopefully we’ll be back again very soon for a ribbon-cutting when a company decides to locate here. It’s a concept that’s already been proven, and it’s already been proven right here in Perry with two other spec buildings that are now occupied. And we’re ready for the next one!”

-The Perry Chief 7/11/2018

Dallas County's Certified Sites

PERRY INDUSTRIAL PARK

- 151 sub-dividable acres
- science /research park
- zoned Light Industrial
- build to suit or greenfield
- shell building on site

WOODWARD ECO-BUSINESS PARK

- 182 sub-dividable acres
- Certified Green Site
- net zero energy capabilities
- geothermal heat
- sustainability focused covenants

VAN METER VISION PARK

- 288 total developable acres
- redundant, robust poer
- zoned for Data Center
- RISE grant awarded
- infrastructure planned

WEST METRO I-80 RAIL PARK

- 255 total developable acres
- rail on site
- Interstate 80 adjacent
- zoned Planned Industrial Park
- infrastructure planned

WEALTH CREATION 2017-2018



New Capital Investment:
\$47,400,105



An Agricultural acre in a Certified Site sells for 8 times more than uncertified Agricultural acres.

Member Spotlight-ITC

Since its start in December 2007, ITC Midwest LLC has made capital investments of nearly \$3 billion in the electric transmission system to improve Iowa's electric reliability and provide the transmission capacity needed to support the state's economic growth. Facilitating Iowa's policy of wind energy development, ITC Midwest in the past 10 years has placed 27 generator interconnect projects in service, representing 3,450 megawatts of wind generation capacity and approximately \$4 billion of capital investments.

Jobs:

ITC currently employs 104 people in the ITC Midwest service area, primarily engineering and design staff. Seventy-eight employees are located in Cedar Rapids, 10 are located in Dubuque and 16 are elsewhere throughout the service area. ITC Midwest's primary contractor for field operations and maintenance currently employs approximately 230 field personnel across the region.

Materials and vendors:

In 2017 ITC Midwest purchased \$372 million from vendors to support its operations. ITC corporately has purchased approximately \$119 million in materials and services from vendors based in Iowa or Minnesota, including \$82.6 million in purchases from companies that have established operations in Iowa to support ITC Midwest needs.

Taxes:

ITC Midwest paid nearly \$5.6 million in property taxes to 83 Iowa Counties and \$7.4 million to 24 Minnesota counties in the past year.

Charitable Support:

ITC Midwest actively participates in community activities. The company has donated more than \$2 million to community organizations in the past three years.

ITC Midwest is pleased to make the needed investments to improve the region's electric transmission system, contributing to the growing economy in our service states.

2017 Greater Dallas County Development Alliance 2018

BY THE NUMBERS



10
MARKETING
EVENTS

NEW JOBS
337

NEW WAGES
\$6,455,110



CAPITAL INVESTMENT
\$ 47,400,105

BUSINESSES
VISITED
COMMUNITIES
ALL ASSISTED

51

4
Certified Sites
INCLUDING

Nation's First Green Certified Site
&
Only Certified Site with a Spec Building



Greater Dallas County Development Alliance

BREAKING GROUND AND GROUNDBREAKING



Total Impact Over 30 Years



204

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\$32,507,241

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\$794,694,003

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\$8,364,169,608

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FIRST

COUNTYWIDE ECONOMIC DEVELOPMENT GROUP IN IOWA
CERTIFIED SITE IN IOWA

COUNTY WITH MULTIPLE CERTIFIED SITES IN IOWA

CERTIFIED SUSTAINABLE SITE IN THE NATION

ECONOMIC DEVELOPMENT GROUP WITH LEED CERTIFICATION
&

FASTEST GROWING COUNTY IN IOWA 18 OF THE LAST 20 YEARS

Adel City Council
October 22, 2018 – Meeting Minutes

The Adel City Council met in regular session at Adel City Hall, 301 S. 10th Street, Adel, IA on Monday, October 22, 2018 at 6:03 p.m. Mayor Peters called the meeting to order and the following answered roll: Ockerman, Christensen, McAdon, Miller, and Selby.

Staff present: City Attorney Stone, City Administrator Brown, Finance Director Sandquist, Public Works Director Overton, and Accounting Clerk Leopard.

PUBLIC HEARING

1. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Bryan Street & Rapids Street Water Main Replacement Project
Motion by Ockerman, seconded by Miller, to open the public hearing
Roll: Ayes – Unanimous. Motion carried.
No written or oral comments were received.
Motion by Christensen, seconded by Ockerman, to close the public hearing
Roll: Ayes – Unanimous. Motion carried.
2. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the New Raw Water Transmission Main Project
Motion by Christensen, seconded by McAdon, to open the public hearing
Roll: Ayes – Unanimous. Motion carried.
No written or oral comments were received.
Motion by Ockerman, seconded by McAdon, to close the public hearing
Roll: Ayes – Unanimous. Motion carried.
3. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Adel Water Utility Improvements Phase 1 – Part B Sections 2 & 3 (Wells) Project
Motion by Christensen, seconded by McAdon, to open the public hearing
Roll: Ayes – Unanimous. Motion carried.
No written or oral comments were received.
Motion by Christensen, seconded by McAdon, to close the public hearing
Roll: Ayes – Unanimous. Motion carried.
4. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the East Annex Sanitary Utility Improvements, Bid Package No. 1 – Lift Station Project
Motion by McAdon, seconded by Miller, to open the public hearing
Roll: Ayes – Unanimous. Motion carried.
No written or oral comments were received.
Motion by Ockerman, seconded by Miller, to close the public hearing
Roll: Ayes – Unanimous. Motion carried.
5. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the East Annex Sanitary Utility Improvements, Bid Package No. 2 – Sanitary Sewer and Force Main Project
Motion by Christensen, seconded by Miller, to open the public hearing
Roll: Ayes – Unanimous. Motion carried.
No written or oral comments were received.
Motion by Miller, seconded by Selby, to close the public hearing
Roll: Ayes – Unanimous. Motion carried.

COMMENTS FROM THE PUBLIC

1. Jeff Myers, 1908 Roebling Road, Adel – Expressed the concerns a group of Southbridge residents have with the potential multi-family housing being proposed for the area.

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated October 9, 2018
Motion by Christensen, seconded by McAdon, to approve the Consent Agenda
Roll: Ayes – Unanimous. Motion carried.

DEPARTMENT HEAD REPORT

NEW BUSINESS

- a) Consider Approval of Resolution No. 18-80, Approving Construction Contract and Bond for the 2018 Adel Street Resurfacing
Motion by Christensen, seconded by Miller, to approve Resolution No. 18-80
Roll: Ayes – Unanimous. Motion carried.
- b) Items related to \$16,603,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C and Related Water Projects (USDA #3 – Water)
 - a. Consider Approval of Resolution No. 18-77, Approving Engineering Services Contract with McClure Engineering for the Phase 1 Water System Improvements Project
Motion by Ockerman, seconded by McAdon, to approve Resolution No. 18-77
Roll: Ayes – Unanimous. Motion carried.
 - b. Consider Approval of Resolution No. 18-78, Approving Engineering Services Contract with McClure Engineering for the Phase 2 Water System Improvements Project
Motion by McAdon, seconded by Ockerman, to approve Resolution No. 18-78
Roll: Ayes – Unanimous. Motion carried.
 - c. Consider Approval of Resolution No. 18-81, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Bryan & Rapids Street Water Main Replacement Project
Motion by Christensen, seconded by McAdon, to approve Resolution No. 18-81
Roll: Ayes – Unanimous. Motion carried.
 - d. Consider Approval of Resolution No. 18-82, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Phase 1 – Part B Section 1 (Raw Water Transmission Main) Project
Motion by Ockerman, seconded by McAdon, to approve Resolution No. 18-82
Roll: Ayes – Unanimous. Motion carried.
 - e. Consider Approval of Resolution No. 18-83, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Phase 1 – Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work) Project
Motion by Christensen, seconded by McAdon, to approve Resolution No. 18-83
Roll: Ayes – Unanimous. Motion carried.
- c) Items related to \$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D and Related Sewer Projects (USDA #4 – Sewer)
 - a. Consider Approval of Resolution No. 18-79, Approving Engineering Services Contract with McClure Engineering for the Adel East Annex Sanitary Utility Extension Project
Motion by Ockerman, seconded by Miller, to approve Resolution No. 18-79
Roll: Ayes – Unanimous. Motion carried.

- b. Consider Approval of Legal Services Agreement with Ahlers & Cooney for East Annex Sewer Extension Project as Required by USDA-RD
Motion by McAdon, seconded by Selby, to approve legal services agreement
Roll: Ayes – Unanimous. Motion carried.
- c. Consider Approval of Resolution No. 18-84, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Bid Package No. 1 – Lift Station Project
Motion by Christensen, seconded by Miller, to approve Resolution No. 18-84
Roll: Ayes – Unanimous. Motion carried.
- d. Consider Approval of Resolution No. 18-85, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Bid Package No. 2 – Sanitary Sewer and Force Main Project
Motion by Ockerman, seconded by Christensen, to approve Resolution No. 18-85
Roll: Ayes – Unanimous. Motion carried.
- d) Consider Approval of Legal Services Agreement with Ahlers & Cooney for New Wastewater Treatment Plant Project as Required by USDA-RD (USDA #5)
Motion by Christensen, seconded by Miller, to approve legal services agreement
Roll: Ayes – Unanimous. Motion carried.
- e) Consider Approval of Resolution No. 18-86, Authorizing Emergency Replacement of Adel City Hall Roof
Motion by Selby, seconded by Ockerman, to approve Resolution No. 18-86
Roll: Ayes – Unanimous. Motion carried.

OTHER BUSINESS

- 1. Council Member Christensen noted that the Street Committee Focus Group is scheduled to meet on Thursday, October 25 at the ADM School's District Office.
- 2. Meeting adjourned at 6:20 p.m.

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, Deputy City Clerk

11/6/2018 4:36:34 PM

Adel City Council
November 7, 2018 – Meeting Minutes

The Adel City Council met in special session at Adel City Hall, 301 S. 10th Street, Adel, IA on Wednesday, November 7, 2018 at 5:34 p.m. Mayor Peters called the meeting to order and the following answered roll: Ockerman, Christensen, McAdon, and Selby. Council Member Miller arrived at 5:39 p.m.

Staff present: City Attorney Stone, Attorney Hilligas, City Administrator Brown, and Finance Director Sandquist.

NEW BUSINESS

- a) Closed Session pursuant Iowa Code Section 21.5(1)(c). The Council May Enter into Closed Session *to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.*
Motion by Ockerman, seconded by Christensen, to enter into closed session at 5:35 p.m.
Roll: Ayes-Ockerman, Christensen, McAdon, Selby. Absent-Miller. Motion carried.

*****Council Member Miller arrived at 5:39 p.m.*****

Motion by Ockerman, seconded by McAdon, to return to open session at 6:40 p.m.
Roll: Ayes-Unanimous. Motion carried.

Motion by Christensen, seconded by Selby, to direct City Attorney and staff to proceed as discussed in closed session
Roll: Ayes-Unanimous. Motion carried.

OTHER BUSINESS

1. Meeting adjourned 6:40 p.m.

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, Deputy City Clerk

11/9/2018 8:51:51 AM

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
(Titan Machinery) - Productivity Plus	10/26/18	Turn Signal Lens for Backh	ROAD USE TAX	Road Use Tax	11.36
	10/26/18	Turn Signal Lens for Backh	WATER UTILITY	Water	11.36
	10/26/18	Turn Signal Lens for Backh	SEWER UTILITY FUND	Sewer	11.36
	10/26/18	Turn Signal Lens for Backh	STORM WATER UTILIT	STORM WATER UTILITY	11.36
				TOTAL:	45.44
ACCO	10/26/18	(3) Liquid CL2 for Swr Pla	SEWER UTILITY FUND	Sewer	233.70
				TOTAL:	233.70
ASSURITY LIFE INSURANCE COMPANY	10/18/18	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	28.95
	10/18/18	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	91.85
	10/18/18	PY - ASSURITY PRE TAX	ROAD USE TAX	NON-DEPARTMENTAL	5.08
	10/18/18	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.65
	10/18/18	PY - ASSURITY PRE TAX	WATER UTILITY	NON-DEPARTMENTAL	13.21
	10/18/18	PY - ASSURITY AFTER TAX	WATER UTILITY	NON-DEPARTMENTAL	3.34
	10/18/18	PY - ASSURITY PRE TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.42
	10/18/18	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.38
	10/18/18	PY - ASSURITY PRE TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.20
	10/18/18	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.07
	11/05/18	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	28.95
	11/05/18	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	91.85
	11/05/18	PY - ASSURITY PRE TAX	ROAD USE TAX	NON-DEPARTMENTAL	5.08
	11/05/18	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.65
	11/05/18	PY - ASSURITY PRE TAX	WATER UTILITY	NON-DEPARTMENTAL	13.21
	11/05/18	PY - ASSURITY AFTER TAX	WATER UTILITY	NON-DEPARTMENTAL	3.34
	11/05/18	PY - ASSURITY PRE TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.42
	11/05/18	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.38
	11/05/18	PY - ASSURITY PRE TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.20
	11/05/18	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.07
				TOTAL:	336.30
Accu Jet Sewer & Drain Cleaning	11/09/18	Qtrly Cleaning of Sewers	SEWER UTILITY FUND	Sewer	15,656.25
				TOTAL:	15,656.25
Adel Auto Parts	11/09/18	Brake Cleaner/Grease PO 17	GENERAL FUND	Parks	32.85
	11/09/18	Oil Filter/Ball Drag PO 17	GENERAL FUND	Parks	32.73
	11/09/18	Grease PO #17685	ROAD USE TAX	Road Use Tax	44.90
				TOTAL:	110.48
Adel Healthmart	10/26/18	Insta-Glucose Liq. 3pk	GENERAL FUND	Fire Department	18.33
				TOTAL:	18.33
Adel TV & Appliance	11/09/18	Work on Heater @Shop	ROAD USE TAX	Road Use Tax	22.48
	11/09/18	Work on Heater @Shop	WATER UTILITY	Water	22.49
	11/09/18	Work on Heater @Shop	SEWER UTILITY FUND	Sewer	22.49
	11/09/18	Work on Heater @Shop	STORM WATER UTILIT	STORM WATER UTILITY	22.49
				TOTAL:	89.95
Agriland FS Inc	11/09/18	LP for Sewer Plant	SEWER UTILITY FUND	Sewer	449.15
				TOTAL:	449.15
Ahlers & Cooney, P.C.	10/25/18	USDA #3 WTR REV CAP LN NOT	WATER UTIL IMPROV	CAPITAL PROJECTS	31,300.00
	10/25/18	USDA #3 CONTRACT PROCEEDIN	WATER UTIL IMPROV	CAPITAL PROJECTS	8,500.00
	10/25/18	USDA #4 SEW REV CAP LN NOT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	20,300.00
	10/25/18	USDA #4 CONTRACT PROCEEDIN	EAST ANNEX SAN UTI	CAPITAL PROJECTS	5,700.00
	11/05/18	LEGAL FEES LABOR RELATIONS	GENERAL FUND	Police Department	418.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/05/18	LETTER TO AUDITORS	GENERAL FUND	Finance	276.50
	11/05/18	EMPLOY LAW SEM SANDQUIST	GENERAL FUND	Finance	75.00
	11/05/18	LEGAL FEES PERSONNEL	GENERAL FUND	Finance	2,654.43
	11/05/18	LEGAL FEES CRAMER DA	GENERAL FUND	Finance	1,604.00
	11/05/18	LEGAL FEES SOUTHBRIDGE	GENERAL FUND	Finance	562.50
	11/05/18	LEGAL FEES EAST ANNEX PROJ	EAST ANNEX SAN UTI	CAPITAL PROJECTS	27.27
	11/05/18	LEGAL FEES EAST ANNEX PROJ	EAST ANNEX SAN UTI	CAPITAL PROJECTS	4,877.50
		TOTAL:			76,295.20
Alley Auto Sales	10/29/18	PD Car #1 & #7 Flat Repair	GENERAL FUND	Police Department	50.00
	10/26/18	Kips Tires- 2 mnt bal, 2 d	ROAD USE TAX	Road Use Tax	20.00
	10/26/18	Rear Right Flat Repair - W	WATER UTILITY	Water	25.00
	10/26/18	Kips Tires- 2 mnt bal, 2 d	SEWER UTILITY FUND	Sewer	20.00
	10/26/18	Kips Tires- 2 mnt bal, 2 d	STORM WATER UTILIT	STORM WATER UTILITY	20.00
		TOTAL:			135.00
Allied Systems, Inc	10/26/18	CL2 pump @ Swr Plant	SEWER UTILITY FUND	Sewer	1,166.14
		TOTAL:			1,166.14
Ankeny Sanitation	11/09/18	Nov. 2018 GB Srvcs	GARBAGE/RECYCLING	Garbage	19,482.72
	11/09/18	Nov. 2018 RC Srvcs	GARBAGE/RECYCLING	Garbage	6,162.72
		TOTAL:			25,645.44
Aramark	10/25/18	SEP '18 UNIFORMS & MATS	GENERAL FUND	Parks	71.78
	10/25/18	SEP '18 UNIFORMS & MATS	GENERAL FUND	Finance	55.12
	10/25/18	SEP '18 UNIFORMS & MATS	ROAD USE TAX	Road Use Tax	108.88
	10/25/18	SEP '18 UNIFORMS & MATS	WATER UTILITY	Water	85.88
	10/25/18	SEP '18 UNIFORMS & MATS	SEWER UTILITY FUND	Sewer	84.98
		TOTAL:			406.64
Arnold Motor Supply	11/09/18	Case of wiper fluid PO1713	GENERAL FUND	Fire Department	53.16
	11/09/18	Weedeater equip/blade PO17	GENERAL FUND	Parks	43.59
	11/09/18	Shop Supplies PO 17683	ROAD USE TAX	Road Use Tax	27.21
	11/09/18	Shop Supplies PO 17683	WATER UTILITY	Water	27.20
	11/09/18	Filters for blowers PO 176	SEWER UTILITY FUND	Sewer	48.22
	11/09/18	Shop Supplies PO 17683	SEWER UTILITY FUND	Sewer	27.21
	11/09/18	Shop Supplies PO 17683	STORM WATER UTILIT	STORM WATER UTILITY	27.20
		TOTAL:			253.79
Baker & Taylor Inc.	11/01/18	Library Books	GENERAL FUND	Library	1,814.71
		TOTAL:			1,814.71
Baker Electric Inc.	11/09/18	Tennis Court Light Repair	GENERAL FUND	Parks	2,985.00
		TOTAL:			2,985.00
Baldon Hardware	11/09/18	Batteries/Tarp Rope Holder	GENERAL FUND	Fire Department	11.84
	11/09/18	Driver bits/Gator Blade/Mi	GENERAL FUND	Parks	66.64
	11/09/18	Pointed Hoe/Squeegee/Etc	GENERAL FUND	Parks	106.20
	11/09/18	Squeegee/Hat/WD-40	GENERAL FUND	Parks	17.57
	11/09/18	Heavy Duty Hose/Stencils/E	ROAD USE TAX	Road Use Tax	116.08
	11/09/18	Shovel/Safety Glasses/Etc	ROAD USE TAX	Road Use Tax	123.86
	11/09/18	Hearing Protector/Blades/E	ROAD USE TAX	Road Use Tax	141.47
	11/09/18	Grass Seed/Nuts/Poly hose/	WATER UTILITY	Water	60.02
	11/09/18	Pliers/Grips/Wrench/Etc	WATER UTILITY	Water	105.03
	11/09/18	Hose Fitting/Ball Valve/Et	WATER UTILITY	Water	29.96
	11/09/18	Teflon Tape/Nylon Plug	SEWER UTILITY FUND	Sewer	2.28

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	780.95
Base	11/09/18	Dec 2018 HRA/Flex	ROAD USE TAX	Road Use Tax	11.75
	11/09/18	Dec 2018 HRA/Flex	ROAD USE TAX	Road Use Tax	3.90
	11/09/18	Dec 2018 HRA/Flex	TRUST AND AGENCY	General Government	64.08
	11/09/18	Dec 2018 HRA/Flex	TRUST AND AGENCY	General Government	12.30
	11/09/18	Dec 2018 HRA/Flex	WATER UTILITY	Water	17.09
	11/09/18	Dec 2018 HRA/Flex	WATER UTILITY	Water	6.60
	11/09/18	Dec 2018 HRA/Flex	SEWER UTILITY FUND	Sewer	12.82
	11/09/18	Dec 2018 HRA/Flex	SEWER UTILITY FUND	Sewer	6.90
	11/09/18	Dec 2018 HRA/Flex	STORM WATER UTILIT	STORM WATER UTILITY	1.06
	11/09/18	Dec 2018 HRA/Flex	STORM WATER UTILIT	STORM WATER UTILITY	0.30
				TOTAL:	136.80
C & C Lawn Services, LLC	10/29/18	Fertilizer:Oakdale/Fields	GENERAL FUND	Parks	60.00
	10/29/18	Fertilizer:Oakdale/Fields	GENERAL FUND	Cemetery	1,105.00
	10/29/18	Fertilizer:Oakdale/Fields	GENERAL FUND	Recreation	825.00
	11/09/18	Bailey's Grove Weed Spray	GENERAL FUND	Parks	65.00
				TOTAL:	2,055.00
CITY OF ADEL (FLEX SPENDING ACCOUNTS)	10/18/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	123.93
	10/18/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	10/18/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.25
	10/18/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	10/18/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	43.75
	10/18/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	10/18/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.25
	10/18/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	10/18/18	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.15
	10/18/18	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
	11/05/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	123.93
	11/05/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	11/05/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.25
	11/05/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	11/05/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	27.75
	11/05/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	11/05/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	49.25
	11/05/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	11/05/18	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.15
	11/05/18	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
				TOTAL:	674.66
Capital Sanitary Supply	11/09/18	Paper Towels/Toilet Cleane	GENERAL FUND	Parks	150.79
				TOTAL:	150.79
Cargill Inc.	10/26/18	24.14 Tons Salt	WATER UTILITY	Water	4,472.36
				TOTAL:	4,472.36
Century Link - Long Distance	10/26/18	Sept. 2018 Long Dist. Srvc	WATER UTILITY	Water	1.15
				TOTAL:	1.15
CenturyLink	10/26/18	Phone Srvc 9/28-10/27/18	WATER UTILITY	Water	64.35
	11/09/18	Telephone Srvc 10/28-11/27	WATER UTILITY	Water	64.49
				TOTAL:	128.84
Chief Supply Corporation	10/29/18	(1) Police Officer Badge	GENERAL FUND	Police Department	131.99

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/29/18	{1} ERT Ballistic Shield -	GENERAL FUND	Police Department	1,550.44
				TOTAL:	1,682.43
Cintas Corporation	10/29/18	First Aid Supplies - Parks	GENERAL FUND	Parks	23.42
	10/26/18	July Med Kit Srvc RUT/Swr/	ROAD USE TAX	Road Use Tax	11.47
	10/26/18	Aug. Med Kit Srvc RUT/Swr/	ROAD USE TAX	Road Use Tax	15.12
	10/26/18	Oct. Med Kit Service/Suppl	ROAD USE TAX	Road Use Tax	22.49
	10/26/18	July Med Kit Srvc RUT/Swr/	WATER UTILITY	Water	13.14
	10/26/18	Oct. Med Kit Service/Suppl	WATER UTILITY	Water	22.50
	10/26/18	July Med Kit Srvc RUT/Swr/	SEWER UTILITY FUND	Sewer	11.47
	10/26/18	Aug. Med Kit Srvc RUT/Swr/	SEWER UTILITY FUND	Sewer	15.12
	10/26/18	July Med Kit Srvc RUT/Swr/	STORM WATER UTILIT	STORM WATER UTILITY	11.47
	10/26/18	Aug. Med Kit Srvc RUT/Swr/	STORM WATER UTILIT	STORM WATER UTILITY	15.12
	10/26/18	Oct. Med Kit Service/Suppl	STORM WATER UTILIT	STORM WATER UTILITY	22.49
	11/09/18	Nov Med Kit Srvc-RUT/SWR/S	ROAD USE TAX	Road Use Tax	9.67
	11/09/18	Nov Med Kit Srvc-RUT/SWR/S	SEWER UTILITY FUND	Sewer	9.66
	11/09/18	Nov Med Kit Srvc-RUT/SWR/S	STORM WATER UTILIT	STORM WATER UTILITY	9.66
				TOTAL:	212.80
Temporary Vendo	ARNTZ, TIMOTHY	10/24/18 01-05680-98	WATER UTILITY	Water	31.43
	BEAL, JEFF	10/24/18 02-02870-01	WATER UTILITY	Water	62.71
	BEHR CONSTRUCTION	10/24/18 06-07530-00	WATER UTILITY	Water	28.98
	BOELMAN, DENISE	10/24/18 06-02060-01	WATER UTILITY	Water	13.17
	City of Osceola:	10/29/18 City of Osceola - Workshop	GENERAL FUND	Finance	35.00
	GARDNER, DON & ALICE	10/24/18 02-08270-02	WATER UTILITY	Water	324.40
	KELLEY, KEVIN	10/24/18 03-10220-02	WATER UTILITY	Water	67.93
	LOWERY, BRANDON & KE	10/24/18 06-00040-01	WATER UTILITY	Water	5.60
	LUMSDEN, JENNIFER	10/24/18 03-10070-05	WATER UTILITY	Water	7.14
	MARKER, JEREMY	10/24/18 02-02810-09	WATER UTILITY	Water	63.70
	MELBIE, CASSIE	10/24/18 01-06960-07	WATER UTILITY	Water	36.73
	MPS PROPERTIES LLC	10/24/18 01-02070-06	WATER UTILITY	Water	17.16
	SPEAR, TOM & JO ANN	10/24/18 03-12820-01	WATER UTILITY	Water	47.80
	STANEK, DANIEL	10/24/18 03-12140-03	WATER UTILITY	Water	86.16
	ULFE, CASSIE	10/24/18 03-11320-03	WATER UTILITY	Water	68.34
	WADDINGHAM, CURTIS &	10/24/18 03-14970-02	WATER UTILITY	Water	18.01
				TOTAL:	914.26
City of Adel	10/25/18	REPLENISH PD PETTY CASH	GENERAL FUND	Police Department	67.97
				TOTAL:	67.97
Crossroads AG	10/26/18	GRASS SEED & TORDON	GENERAL FUND	Parks	47.72
	10/26/18	GRASS SEED & TORDON	GENERAL FUND	Parks	89.50
				TOTAL:	137.22
Culligan	11/09/18	Water Cooler Refill	GENERAL FUND	Parks	18.55
				TOTAL:	18.55
Dallas County News, Inc.	11/09/18	OC News Renewal - Lib	GENERAL FUND	Library	46.00
				TOTAL:	46.00
Dan Miller	10/26/18	MEAL REIMB. 2018 LEAGUE CO	GENERAL FUND	Finance	12.00
				TOTAL:	12.00
Dan's Towing & Service	11/09/18	Compressor Battery	GENERAL FUND	Parks	156.95
				TOTAL:	156.95

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Darley & Co.	11/09/18	(2) Rescue Rope	GENERAL FUND	Fire Department	373.71
				TOTAL:	373.71
Davis Equipment Corp.	11/09/18	Kubota Wheel Replacement	GENERAL FUND	Cemetery	156.71
				TOTAL:	156.71
Delta Dental Plan of Iowa	10/18/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	134.11
	10/18/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	12.36
	10/25/18	NOV '18 DENTAL PREMIUM	ROAD USE TAX	Road Use Tax	191.67
	10/25/18	NOV '18 DENTAL PREMIUM	TRUST AND AGENCY	General Government	1,363.01
	10/18/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	35.01
	10/25/18	NOV '18 DENTAL PREMIUM	WATER UTILITY	Water	276.86
	10/18/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	29.60
	10/25/18	NOV '18 DENTAL PREMIUM	SEWER UTILITY FUND	Sewer	276.86
	10/18/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	0.57
	10/25/18	NOV '18 DENTAL PREMIUM	STORM WATER UTILIT	STORM WATER UTILITY	21.30
	11/05/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	144.98
	11/05/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	13.38
	11/05/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	40.45
	11/05/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	29.94
	11/05/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	0.57
				TOTAL:	2,570.67
Demco	11/09/18	Book Processing Supplies	GENERAL FUND	Library	124.19
				TOTAL:	124.19
EBSCO Information Services	11/09/18	Annual Magazine Renewal -	GENERAL FUND	Library	680.14
				TOTAL:	680.14
Electrical Engineering & Equipment Com	11/09/18	Generator Srvcs/Mtr Assembl	GENERAL FUND	Police Department	348.52
				TOTAL:	348.52
Electronic Engineering	10/26/18	Bank Charger for Radios	GENERAL FUND	Fire Department	950.25
				TOTAL:	950.25
Elite Electric & Utility Contractors	11/09/18	Unplugged Sink-Council Cha	GENERAL FUND	Finance	375.00
	11/09/18	100a Duel Electric Fuse/La	WATER UTILITY	Water	114.78
				TOTAL:	489.78
Embree Ag Repair	10/26/18	UNIT 101	GENERAL FUND	Fire Department	225.35
	10/26/18	UNIT 106	GENERAL FUND	Fire Department	234.05
	10/26/18	UNIT 102	GENERAL FUND	Fire Department	377.31
	10/26/18	UNIT 103	GENERAL FUND	Fire Department	336.11
				TOTAL:	1,172.82
Ferguson Waterworks #2516	10/26/18	(1) 1" T10 Mtr R9001 Reg	WATER UTILITY	Water	402.13
				TOTAL:	402.13
Freedom Fire & Safety LLC	10/29/18	(3) Fire Ext Rechrgr/6yr Ma	GENERAL FUND	Police Department	58.25
	10/26/18	Fire Extinguishers - Museu	GENERAL FUND	Museum	178.00
	10/26/18	Fire Extinguishers -RUT Tr	ROAD USE TAX	Road Use Tax	77.80
				TOTAL:	314.05
Fun Express, LLC	11/09/18	Library Misc Supplies	GENERAL FUND	Library	38.99
	11/09/18	Library Misc Supplies	GENERAL FUND	Library	148.20
				TOTAL:	187.19

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Gatehouse Media Iowa Holdings	10/25/18	MINUTES/CLAIMS/TREAS RPT	GENERAL FUND	Finance	346.06
	10/25/18	ORD 327 & FUTURE LAND USE	GENERAL FUND	Zoning/Compliance/Perm	157.22
	10/25/18	USDA #4 PH	EAST ANNEX SAN UTI	CAPITAL PROJECTS	33.20
	10/25/18	2018 RESURF NOTICE TO BIDD	2018 ADEL STREET R	CAPITAL PROJECTS	110.66
	10/25/18	DEDUCT MTR POLICY & ORD	WATER UTILITY	Water	86.86
	10/25/18	JOB POSTING	SEWER UTILITY FUND	Sewer	101.75
				TOTAL:	835.75
Graphic Edge	11/09/18	Youth Girls Basketball Shi	GENERAL FUND	Recreation	983.99
				TOTAL:	983.99
Greater Dallas County Development Alli	10/29/18	Sponsorship -Marketing Eff	GENERAL FUND	Finance	2,500.00
				TOTAL:	2,500.00
Hach Co.	10/26/18	ASCORBIC ACID PWD PLWS PK/	WATER UTILITY	Water	37.29
	11/09/18	Alkaline/Water Deionized	WATER UTILITY	Water	288.93
				TOTAL:	326.22
Hawkeye Truck Equipment	10/26/18	Truck Camera & Cable	ROAD USE TAX	Road Use Tax	152.00
	11/09/18	Utility Box/Mudflaps 1ton	GENERAL FUND	Parks	2,743.50
	11/09/18	Utility Box/Mudflaps 1ton	ROAD USE TAX	Road Use Tax	2,743.50
	11/09/18	Utility Box/Mudflaps 1ton	WATER UTILITY	Water	2,194.80
	11/09/18	Utility Box/Mudflaps 1ton	SEWER UTILITY FUND	Sewer	2,194.80
	11/09/18	Utility Box/Mudflaps 1ton	STORM WATER UTILIT	STORM WATER UTILITY	1,097.40
				TOTAL:	11,126.00
Hawkins Inc.	10/26/18	(3) 150lb Chlorine,Sod. Hy	WATER UTILITY	Water	961.86
	10/26/18	CL2 & Sulfur Dioxide	SEWER UTILITY FUND	Sewer	10.00
	10/26/18	(4) CL2 for Swr Plant	SEWER UTILITY FUND	Sewer	486.48
	11/09/18	HC-220-1511 Controller	WATER UPGRADE FUND	Non Departmental	955.00
	11/09/18	Universal Diffuser/Nozzle	WATER UTILITY	Water	99.00
	11/09/18	Sulfur Dioxide/Cl2	SEWER UTILITY FUND	Sewer	10.00
				TOTAL:	2,522.34
Hotsy Cleaning Systems Inc.	10/26/18	21gal Soap, (3) 25 deg Noz	GENERAL FUND	Police Department	33.82
	10/26/18	21gal Soap, (3) 25 deg Noz	GENERAL FUND	Parks	33.82
	10/26/18	21gal Soap, (3) 25 deg Noz	ROAD USE TAX	Road Use Tax	33.83
	10/26/18	21gal Soap, (3) 25 deg Noz	WATER UTILITY	Water	33.83
	10/26/18	21gal Soap, (3) 25 deg Noz	SEWER UTILITY FUND	Sewer	33.83
	10/26/18	21gal Soap, (3) 25 deg Noz	STORM WATER UTILIT	STORM WATER UTILITY	33.82
				TOTAL:	202.95
Hoy Concrete Inc.	10/26/18	Concrete work on Misc Stre	ROAD USE TAX	Road Use Tax	34,918.00
	10/26/18	Concrete patch Horse/Buggy	WATER UTILITY	Water	1,270.00
	10/26/18	Concrete work on Misc Stre	SEWER UTILITY FUND	Sewer	17,408.00
	10/26/18	Concrete work on Misc Stre	STORM WATER UTILIT	STORM WATER UTILITY	20,067.00
				TOTAL:	73,663.00
IOWA RETIREMENT INVESTORS' CLUB (RIC)	10/18/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	10/18/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	251.50
	10/18/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	183.90
	10/18/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	187.40
	10/18/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	186.55
	10/18/18	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	5.65
	11/05/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	11/05/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	201.50

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/05/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	183.90
	11/05/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	187.40
	11/05/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	186.55
	11/05/18	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	5.65
				TOTAL:	1,780.00
IPERS	10/18/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,239.21
	10/18/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,272.52
	10/18/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	393.84
	10/18/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	591.08
	10/18/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,859.79
	10/18/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	1,907.84
	10/18/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	600.19
	10/18/18	PY-IPERS REG	WATER UTILITY	Water	900.77
	10/18/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	481.83
	10/18/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	723.10
	10/18/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	31.79
	10/18/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	47.70
	11/05/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,129.42
	11/05/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	2.04
	11/05/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,258.33
	10/26/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	33.26
	11/05/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	368.10
	11/05/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	22.31
	10/26/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	49.92
	11/05/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	552.43
	11/05/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	33.51
	11/05/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,695.02
	11/05/18	PY-IPERS REG	TRUST AND AGENCY	General Government	3.05
	11/05/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	1,886.60
	10/26/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	177.40
	11/05/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	479.18
	11/05/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	193.89
	10/26/18	PY-IPERS REG	WATER UTILITY	Water	266.24
	11/05/18	PY-IPERS REG	WATER UTILITY	Water	719.14
	11/05/18	PY-IPERS REG	WATER UTILITY	Water	290.99
	10/26/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	11.09
	11/05/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	460.05
	11/05/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	103.56
	10/26/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	16.64
	11/05/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	690.44
	11/05/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	155.40
	11/05/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	33.34
	11/05/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	50.04
				TOTAL:	20,731.05
IRONTON GLOBAL	11/09/18	Enterprise Trunk Subscript	GENERAL FUND	Finance	33.96
				TOTAL:	33.96
Iowa One Call	10/25/18	SEP '18 LOCATE SERVICES	WATER UTILITY	Water	70.65
	10/25/18	SEP '18 LOCATE SERVICES	SEWER UTILITY FUND	Sewer	70.65
				TOTAL:	141.30
Jillian Hofman	10/26/18	Reimb. for lifeguard cours	GENERAL FUND	Pool	200.00
				TOTAL:	200.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Keystone Laboratories, Inc.	10/26/18	SEPT 2018 MONTHLY SAMPLING	WATER UTILITY	Water	62.50
	10/26/18	SEPT TESTING FOR SEWER	SEWER UTILITY FUND	Sewer	1,071.20
		TOTAL:			1,133.70
Kirkwood Community College	11/09/18	Kirkwood Fire School -T.Mo	GENERAL FUND	Fire Department	110.00
		TOTAL:			110.00
Linda Johnson	11/09/18	Oct 2018 Cleaning Svcs PD	GENERAL FUND	Police Department	324.00
	11/09/18	Oct 2018 Cleaning Svcs CH	GENERAL FUND	Finance	405.00
		TOTAL:			729.00
Mainstay Systems Inc.	10/29/18	Network Maint. 9 wrkstatio	GENERAL FUND	Police Department	1,548.00
	10/25/18	QUARTERLY MAINTENANCE	GENERAL FUND	Parks	166.72
	10/25/18	QUARTERLY MAINTENANCE	GENERAL FUND	Recreation	166.72
	10/25/18	QUARTERLY MAINTENANCE	GENERAL FUND	Finance	166.72
	10/25/18	QUARTERLY MAINTENANCE	GENERAL FUND	Zoning/Compliance/Perm	166.71
	10/25/18	QUARTERLY MAINTENANCE	ROAD USE TAX	Road Use Tax	166.71
	10/25/18	QUARTERLY MAINTENANCE	WATER UTILITY	Water	166.71
	10/25/18	QUARTERLY MAINTENANCE	SEWER UTILITY FUND	Sewer	166.71
	11/09/18	Microsoft Wind. 2016 Insta	GENERAL FUND	Police Department	1,025.00
		TOTAL:			3,740.00
Martika Daniels	10/26/18	1/2 payment Summer Reading	FRIENDS/FOUNDATION	Library	162.50
		TOTAL:			162.50
Martin Marietta Materials	10/26/18	1" CLEAN ROCK LEAK S16TH/H	WATER UTILITY	Water	420.89
		TOTAL:			420.89
McClure Engineering Company	10/25/18	SUBDIVISION REVIEW	GENERAL FUND	Zoning/Compliance/Perm	8,067.50
	10/25/18	EMERGENCY WTR CONNECTION	WATER UPGRADE FUND	Non Departmental	1,730.00
	10/25/18	SWU IMPROV P1	STORMWATER UTIL IM	CAPITAL PROJECTS	4,195.00
	10/25/18	RAW WTR SUPPLY IMPROV	WATER UTIL IMPROV	CAPITAL PROJECTS	580.00
	10/25/18	PHASE 1 RAPIDS & HWY 169 M	WATER UTIL IMPROV	CAPITAL PROJECTS	970.00
	10/25/18	WELL 6 & WTR TRTMT MAIN	WATER UTIL IMPROV	CAPITAL PROJECTS	4,965.00
	10/25/18	NEW WTR TRTMT PLANT	NEW WATER TREATMEN	CAPITAL PROJECTS	45,745.00
	10/25/18	EAST ANNEX SEWER EXT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	18,750.00
	10/25/18	HWY 169 IMPROV	ADEL HWY 169 IMPRO	CAPITAL PROJECTS	34,334.38
	10/25/18	2018 STREET RESURF	2018 ADEL STREET R	CAPITAL PROJECTS	14,480.00
		TOTAL:			133,816.88
Mediacom	11/09/18	Intern/Phone Svc 11/08-12	GENERAL FUND	Police Department	130.80
	11/09/18	Intern/Phone Svc 11/08-12	GENERAL FUND	Library	130.80
	11/09/18	Intern/Phone Svc 11/08-12	GENERAL FUND	Pool	43.19
	11/09/18	Intern/Phone Svc 11/08-12	GENERAL FUND	Finance	100.85
	11/09/18	Intern/Phone Svc 11/08-12	GENERAL FUND	Internet	578.94
		TOTAL:			984.58
Menards	10/26/18	Utility Blades/Hinge/Loppe	GENERAL FUND	Parks	83.94
	10/26/18	Spreader, Deco Chain, Test	GENERAL FUND	Parks	151.45
	10/26/18	Downspout, Corrugated tubi	GENERAL FUND	Island Park	135.74
	10/26/18	City Hall Sump Pump	GENERAL FUND	Finance	114.05
	10/26/18	Shop Sump Pump	ROAD USE TAX	Road Use Tax	149.00
	10/26/18	Side boards for RUT Truck	ROAD USE TAX	Road Use Tax	55.11
	11/09/18	T5/T8 Lightbulbs, Connecto	GENERAL FUND	Fire Department	169.53
		TOTAL:			858.82

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Methodist Occupational Health & Wellne	11/07/18	RANDOM DRUG SCREENING OVER ROAD USE TAX		Road Use Tax	10.26
	11/07/18	RANDOM DRUG SCREENING OVER WATER UTILITY		Water	17.10
	11/07/18	RANDOM DRUG SCREENING OVER SEWER UTILITY FUND		Sewer	28.50
	11/07/18	RANDOM DRUG SCREENING OVER STORM WATER UTILIT		STORM WATER UTILITY	1.14
				TOTAL:	57.00
MicroMarketing LLC	11/09/18	Books On CD	GENERAL FUND	Library	199.99
	11/09/18	Books on CD	GENERAL FUND	Library	58.00
				TOTAL:	257.99
Mid-Iowa Solid Waste Equipment Co., In	10/26/18	Work on Sweeper fuel line/	STORM WATER UTILIT	STORM WATER UTILITY	781.25
				TOTAL:	781.25
MidAmerican Energy	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Police Department	528.15
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Police Department	45.67
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Fire Department	19.04
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Street Lighting	4,246.40
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Traffic	43.83
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Library	1,127.58
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Museum	114.11
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Parks	200.94
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Island Park	518.06
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Pool	200.15
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Finance	365.36
	11/09/18	9/17/18-10/16/18 Services	GENERAL FUND	Finance	29.22
	11/09/18	9/17/18-10/16/18 Services	ROAD USE TAX	Road Use Tax	341.33
	11/09/18	9/17/18-10/16/18 Services	WATER UTILITY	Water	1,954.78
	11/09/18	9/17/18-10/16/18 Services	SEWER UTILITY FUND	Sewer	2,201.62
				TOTAL:	11,936.24
Modern Motors Inc	10/29/18	Silverado Repairs - Bumper	GENERAL FUND	Parks	289.10
				TOTAL:	289.10
Moss Brothers Inc	10/26/18	WORK ON MF TRACTOR	ROAD USE TAX	Road Use Tax	155.38
	10/26/18	WORK ON MF TRACTOR	WATER UTILITY	Water	155.37
	10/26/18	WORK ON MF TRACTOR	SEWER UTILITY FUND	Sewer	155.37
	10/26/18	WORK ON MF TRACTOR	STORM WATER UTILIT	STORM WATER UTILITY	155.37
				TOTAL:	621.49
Murray's Auto Pit Stop	10/26/18	Repair Unit 105/oil sendin	GENERAL FUND	Fire Department	76.21
				TOTAL:	76.21
Nationwide Office Cleaners	11/09/18	Lib Janitorial & 2nd Clean	GENERAL FUND	Library	652.96
	11/09/18	Lib Janitorial & 2nd Clean	FRIENDS/FOUNDATION	Library	303.10
				TOTAL:	956.06
PRINCIPAL LIFE INSURANCE CO - SBD GRAN	10/18/18	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	126.28
	10/18/18	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	18.46
	10/25/18	NOV '18 LIFE & DISABILITY	TRUST AND AGENCY	General Government	581.62
	10/18/18	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	21.87
	10/25/18	NOV '18 LIFE & DISABILITY	WATER UTILITY	Water	103.57
	10/18/18	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	19.45
	10/25/18	NOV '18 LIFE & DISABILITY	SEWER UTILITY FUND	Sewer	103.57
	10/18/18	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	0.29
	10/25/18	NOV '18 LIFE & DISABILITY	STORM WATER UTILIT	STORM WATER UTILITY	7.97
	11/05/18	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	132.25

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/05/18	PY - PRINCIPAL VOLUNTARY L ROAD USE TAX		NON-DEPARTMENTAL	18.46
	11/05/18	PY - PRINCIPAL VOLUNTARY L WATER UTILITY		NON-DEPARTMENTAL	21.87
	11/05/18	PY - PRINCIPAL VOLUNTARY L SEWER UTILITY FUND		NON-DEPARTMENTAL	19.45
	11/05/18	PY - PRINCIPAL VOLUNTARY L STORM WATER UTILIT		NON-DEPARTMENTAL	0.29
				TOTAL:	1,175.40
Peak Software Systems, Inc.	11/09/18	Sportsman Renewal - Online	GENERAL FUND	Pool	806.50
	11/09/18	Sportsman Renewal - Online	GENERAL FUND	Recreation	806.50
				TOTAL:	1,613.00
People's Bank	10/18/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,696.25
	10/18/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	274.34
	10/18/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	434.58
	10/18/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	345.70
	10/18/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	20.13
	11/05/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,568.54
	10/26/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	53.25
	10/26/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	29.55
	11/05/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	252.64
	11/05/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	5.34
	10/26/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	284.00
	10/26/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	157.60
	11/05/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	335.58
	11/05/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	141.70
	10/26/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	17.75
	10/26/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	9.85
	11/05/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	325.80
	11/05/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	76.96
	11/05/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	21.44
				TOTAL:	6,051.00
Peoples Trust & Savings	10/18/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,344.19
	11/05/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,086.00
	10/18/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,440.31
	11/05/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,311.88
	11/05/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2.00
	10/18/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	570.71
	11/05/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	540.69
	11/05/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	0.47
	10/18/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	588.14
	10/26/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	115.47
	10/26/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	48.42
	11/05/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	540.22
	11/05/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	14.73
	10/18/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	375.07
	10/26/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	51.32
	10/26/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	32.78
	11/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	348.88
	11/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	22.00
	10/18/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	87.70
	10/26/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	12.00
	10/26/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	7.66
	11/05/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	81.58
	11/05/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	5.14
	10/18/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	375.07
	10/26/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	51.32

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/26/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	32.79
	11/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	348.89
	11/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	22.00
	10/18/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	87.72
	10/26/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	12.00
	10/26/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	7.67
	11/05/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	81.59
	11/05/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	5.14
	10/18/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,440.33
	11/05/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,311.88
	11/05/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2.00
	10/18/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	570.71
	11/05/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	540.68
	11/05/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	0.47
	10/18/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	842.44
	10/26/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	615.85
	10/26/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	258.25
	11/05/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	662.01
	11/05/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	274.55
	10/18/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	566.36
	10/26/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	273.71
	10/26/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	174.86
	11/05/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	442.81
	11/05/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	191.11
	10/18/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	132.45
	10/26/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	64.02
	10/26/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	40.90
	11/05/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	103.56
	11/05/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	44.69
	10/18/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	566.36
	10/26/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	273.71
	10/26/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	174.86
	11/05/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	442.82
	11/05/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	191.11
	10/18/18	PY-MC W/H & MATCH	WATER UTILITY	Water	132.46
	10/26/18	PY-MC W/H & MATCH	WATER UTILITY	Water	64.02
	10/26/18	PY-MC W/H & MATCH	WATER UTILITY	Water	40.90
	11/05/18	PY-MC W/H & MATCH	WATER UTILITY	Water	103.56
	11/05/18	PY-MC W/H & MATCH	WATER UTILITY	Water	44.69
	10/18/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	752.55
	10/26/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	38.49
	10/26/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	16.14
	11/05/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	690.65
	11/05/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	208.45
	10/18/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	449.56
	10/26/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	17.11
	10/26/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	10.93
	11/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	427.86
	11/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	102.07
	10/18/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	105.15
	10/26/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	4.00
	10/26/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	2.56
	11/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	100.06
	11/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	23.87
	10/18/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	449.56
	10/26/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	17.11

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/26/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	10.92
	11/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	427.85
	11/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	102.07
	10/18/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	105.14
	10/26/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	4.00
	10/26/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	2.55
	11/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	100.06
	11/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	23.87
	10/18/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	34.29
	11/05/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	35.32
	10/18/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	30.73
	11/05/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	32.27
	10/18/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	7.19
	11/05/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	7.54
	10/18/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	30.71
	11/05/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	32.26
	10/18/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	7.17
	11/05/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	7.54
			TOTAL:		32,657.28

Peoples Trust & Savings Bank

11/01/18	Amazon - Port Radio Dust C	GENERAL FUND	Police Department	38.98
11/01/18	Dinner at Fire School	GENERAL FUND	Fire Department	14.60
11/01/18	Motel 6 - for fire school	GENERAL FUND	Fire Department	58.45
11/01/18	Lib postage	GENERAL FUND	Library	94.59
11/01/18	Lib supplies	GENERAL FUND	Library	124.59
11/01/18	Traning/Class - Paula	GENERAL FUND	Library	248.68
11/01/18	Book Processing Supplies	GENERAL FUND	Library	540.70
11/01/18	Lib Misc Supplies	GENERAL FUND	Library	66.91
11/01/18	Lib Postage	GENERAL FUND	Library	39.74
11/01/18	Training/Class - Trever	GENERAL FUND	Library	193.42
11/01/18	Menards - Shelves/Tools/Et	GENERAL FUND	Parks	367.45
11/01/18	{2} Lunches @Conf.	GENERAL FUND	Parks	23.73
11/01/18	Lunch @ Conf.	GENERAL FUND	Parks	10.16
11/01/18	Lunch @ Conf.	GENERAL FUND	Parks	7.62
11/01/18	Dinner @ Conf.	GENERAL FUND	Parks	15.00
11/01/18	Lunch @ Conf.	GENERAL FUND	Parks	8.36
11/01/18	Lunch @ Conf.	GENERAL FUND	Parks	10.60
11/01/18	Dinner at conf.	GENERAL FUND	Parks	13.00
11/01/18	Best Western - Hotel for C	GENERAL FUND	Parks	150.52
11/01/18	Hotel for Conf.	GENERAL FUND	Recreation	442.26
11/01/18	Movie in Park - Swank Moti	GENERAL FUND	Recreation	395.00
11/01/18	At a glance planner	GENERAL FUND	Recreation	35.31
11/01/18	Cert Mail - 941 Qtrly Repo	GENERAL FUND	Finance	3.45
11/01/18	Hotel- Iowa League Annual	GENERAL FUND	Finance	280.00
11/01/18	Microsoft Email Acct Srvc	GENERAL FUND	Finance	252.00
11/01/18	APWA Snow Conf. Kip,Rocky,	ROAD USE TAX	Road Use Tax	300.00
11/01/18	Tractor Supply - Hose Fitt	ROAD USE TAX	Road Use Tax	4.49
11/01/18	3 Safety Shirts Snow Plow	ROAD USE TAX	Road Use Tax	98.97
11/01/18	Hotel- Iowa League Annual	ROAD USE TAX	Road Use Tax	288.37
11/01/18	Books & Misc	TRUST AND AGENCY	Library	1,051.12
11/01/18	Hotel- Iowa League Annual	WATER UTILITY	Water	280.00
11/01/18	Hotel- Iowa League Annual	SEWER UTILITY FUND	Sewer	280.00
			TOTAL:	5,738.07

Pink Stew Entertainment

11/09/18	December Programming	FRIENDS/FOUNDATION	Library	390.00
			TOTAL:	390.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Postmaster -Adel Post Office	10/26/18	Oct 2018 Utility Bills (20	WATER UTILITY	Water	462.29
	10/26/18	Oct 2018 Utility Bills (20	SEWER UTILITY FUND	Sewer	462.28
				TOTAL:	924.57
Public Financial Management, Inc.	10/25/18	USDA #3 WTR REV CAP LN NOT	WATER UTIL IMPROV	CAPITAL PROJECTS	15,000.00
	10/25/18	USDA #4 SEWER REV CAP LN N	EAST ANNEX SAN UTI	CAPITAL PROJECTS	15,000.00
				TOTAL:	30,000.00
RD McKinney	10/26/18	{8} Machine & Operator w/L	WATER UTILITY	Water	2,200.00
				TOTAL:	2,200.00
RICOH USA, Inc.	10/30/18	CH QRTLY COPIES7/22-10/21	GENERAL FUND	Parks	56.82
	10/30/18	CH QRTLY COPIES7/22-10/21	GENERAL FUND	Finance	56.81
	10/30/18	CH QRTLY COPIES7/22-10/21	GENERAL FUND	Zoning/Compliance/Perm	56.82
	10/30/18	CH QRTLY COPIES7/22-10/21	ROAD USE TAX	Road Use Tax	56.82
	10/30/18	CH QRTLY COPIES7/22-10/21	WATER UTILITY	Water	56.82
	10/30/18	CH QRTLY COPIES7/22-10/21	SEWER UTILITY FUND	Sewer	56.82
				TOTAL:	340.91
RJ Lawn Service	11/09/18	Weed Spraying	GENERAL FUND	Pool	193.65
	11/09/18	Irrigation Shutdown	GENERAL FUND	Pool	100.00
	11/09/18	Irrigation Shutdown	GENERAL FUND	Recreation	50.00
				TOTAL:	343.65
RJ Thomas Mfg. Co., Inc.	10/26/18	BAILEYS PARK TRASHCAN	GENERAL FUND	Parks	425.00
				TOTAL:	425.00
Raccoon Valley Bank	11/07/18	INT OF INTERIM FIN USDA #2	STORM WATER UTILIT	STORM WATER UTILITY	1,977.27
				TOTAL:	1,977.27
Rain King	11/09/18	Irrigation Winterization	GENERAL FUND	Library	74.00
				TOTAL:	74.00
Register Media	10/25/18	USDA #5 PH	NEW WASTEWTR TRTMN	CAPITAL PROJECTS	43.15
				TOTAL:	43.15
Ricoh USA, Inc.	10/25/18	09/04/18-10/03/18 PD COPIE	GENERAL FUND	Police Department	200.53
	10/25/18	10/04/18-11/03/18 PD COPIE	GENERAL FUND	Police Department	207.86
	10/25/18	10/22/18-11/21/18 COPIER R	GENERAL FUND	Recreation	23.08
	10/25/18	10/22/18-11/21/18 COPIER R	GENERAL FUND	Finance	23.08
	10/25/18	10/22/18-11/21/18 COPIER R	GENERAL FUND	Zoning/Compliance/Perm	23.07
	10/25/18	10/22/18-11/21/18 COPIER R	ROAD USE TAX	Road Use Tax	23.08
	10/25/18	10/22/18-11/21/18 COPIER R	WATER UTILITY	Water	23.08
	10/25/18	10/22/18-11/21/18 COPIER R	SEWER UTILITY FUND	Sewer	23.08
				TOTAL:	546.86
River Valley Insurance, LLC	11/05/18	INSURANCE DUMP TRUCK & TRA	ROAD USE TAX	Road Use Tax	217.00
				TOTAL:	217.00
Safety-Kleen Systems, Inc	10/26/18	Service on Parts Washer	ROAD USE TAX	Road Use Tax	58.32
	10/26/18	Service on Parts Washer	WATER UTILITY	Water	58.31
	10/26/18	Service on Parts Washer	SEWER UTILITY FUND	Sewer	58.32
	10/26/18	Service on Parts Washer	STORM WATER UTILIT	STORM WATER UTILITY	58.31
				TOTAL:	233.26
Sam's Club	10/26/18	Soap/paper plates/candy	GENERAL FUND	Library	133.94

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/09/18	Interest Charge/Late Fee	GENERAL FUND	Finance	33.08
				TOTAL:	167.02
Shottenkirk Chevrolet	10/25/18	2019 CHEVY 3500 CHASSIS	GENERAL FUND	Parks	6,405.75
	10/25/18	2019 CHEVY 3500 CHASSIS	ROAD USE TAX	Road Use Tax	6,405.75
	10/25/18	2019 CHEVY 3500 CHASSIS	WATER UTILITY	Water	5,124.60
	10/25/18	2019 CHEVY 3500 CHASSIS	SEWER UTILITY FUND	Sewer	5,124.60
	10/25/18	2019 CHEVY 3500 CHASSIS	STORM WATER UTILIT	STORM WATER UTILITY	2,562.30
				TOTAL:	25,623.00
South Dallas Co. Landfill	10/29/18	Yard/Waste Dump 10/22,23,2	GENERAL FUND	Parks	137.00
	11/09/18	Brush & Yard Waste 10/4/18	GENERAL FUND	Parks	32.00
	11/09/18	Oct 2018 Per Capita	GARBAGE/RECYCLING	Garbage	1,326.00
	11/09/18	Oct 2018 App Tags	GARBAGE/RECYCLING	Garbage	140.00
				TOTAL:	1,635.00
Staples Advantage	10/26/18	CD/DVD SLEEVES, CALENDARS, GENERAL FUND		Police Department	153.88
	10/26/18	COPY PAPER, DVD SLEEVES, M GENERAL FUND		Police Department	96.75
	10/29/18	PD Credit	GENERAL FUND	Police Department	3.00
	10/26/18	COPY PAPER, FOLDERS, CALEN GENERAL FUND		Parks	16.98
	10/29/18	Cups/Lids, Sharpies, Tape, GENERAL FUND		Parks	19.36
	10/26/18	COPY PAPER, FOLDERS, CALEN GENERAL FUND		Recreation	16.98
	10/29/18	Cups/Lids, Sharpies, Tape, GENERAL FUND		Recreation	19.36
	10/26/18	COPY PAPER, FOLDERS, CALEN GENERAL FUND		Finance	16.99
	10/29/18	Cups/Lids, Sharpies, Tape, GENERAL FUND		Finance	19.36
	10/26/18	COPY PAPER, FOLDERS, CALEN GENERAL FUND		Zoning/Compliance/Perm	16.99
	10/29/18	Cups/Lids, Sharpies, Tape, GENERAL FUND		Zoning/Compliance/Perm	19.37
	10/26/18	COPY PAPER, FOLDERS, CALEN ROAD USE TAX		Road Use Tax	16.98
	10/29/18	Cups/Lids, Sharpies, Tape, ROAD USE TAX		Road Use Tax	19.36
	10/26/18	COPY PAPER, FOLDERS, CALEN WATER UTILITY		Water	16.98
	10/29/18	Cups/Lids, Sharpies, Tape, WATER UTILITY		Water	19.36
	10/26/18	COPY PAPER, FOLDERS, CALEN SEWER UTILITY FUND		Sewer	16.98
	10/29/18	Cups/Lids, Sharpies, Tape, SEWER UTILITY FUND		Sewer	19.36
	11/09/18	Lib Building Supplies	GENERAL FUND	Library	74.47
	11/09/18	CH Call Logs & Purchase Cr	GENERAL FUND	Parks	1.95
	11/09/18	CH Call Logs & Purchase Cr	GENERAL FUND	Recreation	1.95
	11/09/18	CH Call Logs & Purchase Cr	GENERAL FUND	Finance	1.95
	11/09/18	CH Call Logs & Purchase Cr	GENERAL FUND	Zoning/Compliance/Perm	1.95
	11/09/18	CH Call Logs & Purchase Cr	ROAD USE TAX	Road Use Tax	1.95
	11/09/18	CH Call Logs & Purchase Cr	WATER UTILITY	Water	1.94
	11/09/18	CH Call Logs & Purchase Cr	SEWER UTILITY FUND	Sewer	1.95
				TOTAL:	590.15
State Hygienic Laboratory	10/26/18	E-Coli Test - Swr Plant	SEWER UTILITY FUND	Sewer	117.00
	11/09/18	E-Coli Testing - Sewer Pla	SEWER UTILITY FUND	Sewer	78.00
				TOTAL:	195.00
Sternberg Lanterns, Inc	11/09/18	(2) Banner Arm Brackets	GENERAL FUND	Finance	300.00
				TOTAL:	300.00
Stivers Ford Inc	10/29/18	PD Oil Chng #7, Strut repl	GENERAL FUND	Police Department	438.68
	10/29/18	Oil Chng,Tire Rot. Inv #22	GENERAL FUND	Island Park	53.33
				TOTAL:	492.01
THORPE WATER DEVELOPMENT CO	10/25/18	EMERGENCY WTR CONNECTION	WATER UTILITY	Water	33,060.00
				TOTAL:	33,060.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TargetSolutions Learning, LLC	11/09/18	{8} Centre Learn LMS Sm Gr	GENERAL FUND	Fire Department	383.60
				TOTAL:	383.60
Teamsters Local 238	10/18/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	99.24
	11/05/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	91.24
				TOTAL:	190.48
TeleSupport Inc.	10/29/18	SRVC Call/Reprogrammed VM	GENERAL FUND	Police Department	200.00
				TOTAL:	200.00
Tiger Tire	10/29/18	Mower Tire	GENERAL FUND	Parks	165.33
				TOTAL:	165.33
Treasurer State of Iowa - Sales Tax	10/19/18	SEP '18 WET TAX	WATER UTILITY	Water	6,306.00
	10/19/18	SEP '18 SALES TAX	WATER UTILITY	Water	2.00
	10/19/18	SEP '18 SALES TAX	SEWER UTILITY FUND	Sewer	415.00
				TOTAL:	6,723.00
USA Blue Book	10/26/18	FLANGE GASKET, VAL-MATIC C	WATER UTILITY	Water	399.95
	10/26/18	KIMWIPES FOR PH PROBES	WATER UTILITY	Water	36.33
				TOTAL:	436.28
Unity Point Clinic - Occupational Medi	11/09/18	Random Drug Test - K.Overt	SEWER UTILITY FUND	Sewer	42.00
				TOTAL:	42.00
Utility Equipment Co.	10/26/18	Kennedy Gate Valve, Top Bo	WATER UTILITY	Water	942.47
				TOTAL:	942.47
Verizon Wireless	10/29/18	PD Phone Srvc 10/12-11/11/	GENERAL FUND	Police Department	414.62
	10/26/18	10/16/18 TO 11/15/18 CELL	GENERAL FUND	Parks	52.10
	10/26/18	10/16/18 TO 11/15/18 CELL	GENERAL FUND	Pool	33.54
	10/26/18	10/16/18 TO 11/15/18 CELL	GENERAL FUND	Recreation	750.13
	10/26/18	10/16/18 TO 11/15/18 CELL	GENERAL FUND	Finance	610.99
	10/26/18	10/16/18 TO 11/15/18 CELL	GENERAL FUND	Zoning/Compliance/Perm	29.52
	10/26/18	10/16/18 TO 11/15/18 CELL	ROAD USE TAX	Road Use Tax	53.72
	10/26/18	10/16/18 TO 11/15/18 CELL	WATER UTILITY	Water	85.33
	10/26/18	10/16/18 TO 11/15/18 CELL	SEWER UTILITY FUND	Sewer	602.12
	10/26/18	10/16/18 TO 11/15/18 CELL	STORM WATER UTILIT	STORM WATER UTILITY	24.99
				TOTAL:	2,657.06
Waste Solutions of IA	10/26/18	(2) Port-a-pot rentals	GENERAL FUND	Parks	60.00
	10/26/18	(2) Port-a-pot rentals	GENERAL FUND	Recreation	60.00
	11/09/18	Porta John Rental	GENERAL FUND	Parks	60.00
				TOTAL:	180.00
Wellmark/BCBS of Iowa	10/18/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,133.25
	10/18/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	150.47
	10/25/18	NOV '18 PREMIUMS	ROAD USE TAX	Road Use Tax	1,913.89
	10/25/18	NOV '18 PREMIUMS	TRUST AND AGENCY	General Government	13,609.93
	10/18/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	284.19
	10/25/18	NOV '18 PREMIUMS	WATER UTILITY	Water	2,764.51
	10/18/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	284.77
	10/25/18	NOV '18 PREMIUMS	SEWER UTILITY FUND	Sewer	2,764.51
	10/18/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	5.67
	10/25/18	NOV '18 PREMIUMS	STORM WATER UTILIT	STORM WATER UTILITY	212.65
	11/05/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,281.36

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/05/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	165.29
	11/05/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	363.25
	11/05/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	289.71
	11/05/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	5.67
			TOTAL:		25,229.12
Wex Bank	11/05/18	SEP & OCT '18 FUEL	GENERAL FUND	Police Department	1,414.54
	11/05/18	SEP & OCT '18 FUEL	GENERAL FUND	Fire Department	215.10
	11/05/18	SEP & OCT '18 FUEL	GENERAL FUND	Parks	136.98
	11/05/18	SEP & OCT '18 FUEL	GENERAL FUND	Recreation	12.47
	11/05/18	SEP & OCT '18 FUEL	GENERAL FUND	Zoning/Compliance/Perm	28.57
	11/05/18	SEP & OCT '18 FUEL	ROAD USE TAX	Road Use Tax	257.11
	11/05/18	SEP & OCT '18 FUEL	WATER UTILITY	Water	312.43
	11/05/18	SEP & OCT '18 FUEL	SEWER UTILITY FUND	Sewer	247.88
			TOTAL:		2,600.14
Wilson Bro Pest Control	10/25/18	10/10/18 MOSQUITO CONTROL	STORM WATER UTILIT	STORM WATER UTILITY	1,000.00
			TOTAL:		1,000.00
**PAYROLL EXPENSES	10/10/2018 - 11/09/2018	GENERAL FUND	Police Department		40,894.28
		GENERAL FUND	Library		13,568.91
		GENERAL FUND	Parks		3,699.52
		GENERAL FUND	Island Park		2,858.99
		GENERAL FUND	Cemetery		1,640.79
		GENERAL FUND	Pool		3,960.23
		GENERAL FUND	Recreation		6,019.39
		GENERAL FUND	Finance		3,571.46
		GENERAL FUND	Zoning/Compliance/Perm		3,706.14
		ROAD USE TAX	Road Use Tax		13,824.87
		WATER UTILITY	Water		27,477.47
		SEWER UTILITY FUND	Sewer		17,072.63
		STORM WATER UTILIT	STORM WATER UTILITY		1,035.41
			TOTAL:		139,330.09
===== FUND TOTALS =====					
001	GENERAL FUND	173,330.28			
110	ROAD USE TAX	70,099.56			
112	TRUST AND AGENCY	29,900.43			
302	WATER UPGRADE FUND	2,685.00			
330	STORMWATER UTIL IMPROV P1	4,195.00			
331	WATER UTIL IMPROV P1	61,315.00			
332	NEW WATER TREATMENT PLANT	45,745.00			
333	NEW WASTEWTR TRTMNT PLNT	43.15			
334	EAST ANNEX SAN UTIL EXT	64,687.97			
335	ADEL HWY 169 IMPROV	34,334.38			
336	2018 ADEL STREET RESURF	14,590.66			
600	WATER UTILITY	107,267.42			
610	SEWER UTILITY FUND	78,331.89			
615	STORM WATER UTILITY	29,638.07			
670	GARBAGE/RECYCLING UTILITY	27,111.44			
951	FRIENDS/FOUNDATION	855.60			
	GRAND TOTAL:	744,130.85			

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-ADEL
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 10/10/2018 THRU 11/09/2018
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: 10/10/2018 THRU 11/09/2018

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

	Balance 10-1-18	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	Accounts Payable	BALANCE 10-31-18
General Funds							
General	775,804.18	449,052.51	748.00	132,574.31			1,093,030.38
Nile Kinnick Fund	9,994.50	50.00		2,509.00			7,535.50
SPEC RESERVE	483,767.34	552.47					484,309.81
Emergency Levy	17,095.55	12,750.44					29,845.99
Police Academy	8,625.17						8,625.17
Police cops fast	10.00						10.00
Island Park Improvements	1,297.12						1,297.12
Fire	8,334.94	50.00					8,384.94
Refunds	28,307.08						28,307.08
CP - Fire Equipment Upgrade	4,186.14			3,801.00			385.14
CP - Capital Improvement Park	2,660.57						2,660.57
CP - Industrial Park	161,267.31			7,019.00			154,248.31
Donations - Rec	2,708.00						2,708.00
Oakdale Pride	(53.69)						(53.69)
Friends/Foundation	23,527.43	340.00		465.60			23,401.83
Historic Pres Plaques	75.00						75.00
Kinnick Feller Monument	209.93						209.93
Total	1,527,806.57	462,795.42	748.00	146,368.91	-	-	1,844,981.08
Special Revenue Funds							
Road Use Tax	313,745.84	33,003.44		63,844.57	289.85	383.71	282,998.57
Urban Renewal Tax Increment	80,103.28	229,879.98					309,983.26
Employee Benefits/HRA	(29,730.23)	169,754.44		30,992.95			109,031.26
LOST FUNDS	526,277.40	56,724.69					583,002.09
Library Memorial	7,585.41	2,347.14					9,932.55
Police DARE	586.10						586.10
Historical Museum	16.00						16.00
POLICE FORFEITURE FUND	236.20						236.20
Total	898,820.00	491,709.69	-	94,837.52	289.85	383.71	1,295,786.03
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	29,442.00	1,863.00					31,305.00
2010 Brick St Spec Assess	19,753.73	1,127.00					20,880.73
Adel Brick Streets 2017	451,125.51						451,125.51
2017 Brick St Spec Assess	113,465.42	6,853.36					120,318.78
Adel Hwy 169 Improv	(69,879.52)			34,334.38			(104,213.90)
2018 Adel Street Resurf	(20,760.00)			14,590.66			(35,350.66)
Total	504,620.68	9,843.36	-	48,925.04	-	-	465,539.00
Debt Service Fund							
Debt Service-Property Tax	64,657.14	109,209.73					173,866.87
	64,657.14	109,209.73					173,866.87
Internal Service Funds							
Flex Plan	(3,671.15)	694.66		468.00			(3,444.49)
CP - Building Maintenance	41,840.51						41,840.51
	38,169.36	694.66		468.00			38,396.02
Enterprise Funds							
Water	105,483.66	63,378.42		101,315.47	458.15	2,046.59	69,135.05
Sinking Bond & Interest	20,485.60	6,944.80					27,430.40
Improvement	728,644.77	16,786.46					745,431.23
Bond Reserve	87,237.50						87,237.50
CWI	174,828.63	23,024.13					197,852.76
Water Deposits	128,672.74	4,150.00		1,425.00			131,397.74
CP - Water Upgrades	24,743.55			1,730.00			23,013.55
CP - New Water Treatment Plant	(237,475.00)			45,745.00			(263,220.00)
CP - Water Utility Improvements - Phase 1	(326,656.61)	442,481.61		61,315.00			54,510.00
Sewer	217,494.35	51,561.34		54,047.81		127.92	215,135.80
USDA #1 Bond Reserve	2,824.00	353.00					3,177.00
USDA #1 Short Lived Asset Reserve	12,500.02	833.34					13,333.36
Improvement	502,314.85	20,240.09					522,554.94
CSI	172,152.79	23,104.41		3,524.00			191,733.20
CP - Sewer Upgrades	167,079.43						167,079.43
CP - East Annex Sanitary Utility Extension	(278,180.68)	51,332.50		150,975.04			(377,823.22)
CP - New Wastewater Treatment Plant	(57,123.75)			43.15			(57,166.90)
Storm Water	192,963.14	11,886.01		27,398.23			177,450.92
CSWI	97,311.67	12,395.95		1,818.67			107,888.95
CP - Storm Water Upgrade	50,902.03						50,902.03
CP - Stormwater Utility Improvements - Phase 1	(6,455.00)			4,195.00			(10,650.00)
Garbage / Recycling	104,438.04	28,914.83		27,141.44			106,211.43
	1,884,185.73	757,386.89		480,671.81	458.15	2,174.51	2,162,617.17
Total	4,918,259.48	1,831,639.75	748.00	771,271.28	748.00	2,558.22	5,981,186.17
CASH							
Certificate of Deposit - RVB	100,000.00						
Peoples Bank Balance	4,138,254.78						
Peoples Bank - Mainstreet Project	451,114.91						
Peoples Bank - Storm Water Project	117,718.00						
Peoples Bank - Water Util Improv	442,481.61						
Peoples Bank - East Sewer Ext	51,332.50						
Wells Fargo Balance	372,737.43						
IPAIT	370,070.63						
Total CIB	6,043,719.86	Outstanding (62,533.69)		Total 5,981,186.17			

Note: The \$2,558.22 in the accounts payable column is the total of employee taxes & deductions for a payout dated 10/26/18. These taxes & deductions were submitted to the appropriate parties in November.

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

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	785,627.50	449,850.51	135,083.31	0.00	1,100,394.70	0.00	1,100,394.70
SPECIAL RESERVE TRANSFER	483,757.34	552.47	0.00	0.00	484,309.81	0.00	484,309.81
ROAD USE TAX	313,745.84	33,003.44	64,134.42	383.71	282,998.57	0.00	282,998.57
TRUST AND AGENCY	170,519.11	189,746.68	32,885.95	0.00	327,379.84	0.00	327,379.84
TIF	80,103.28	229,879.98	0.00	0.00	309,983.26	0.00	309,983.26
2010 BRICK ST SPEC ASSES	19,753.73	1,127.00	0.00	0.00	20,880.73	0.00	20,880.73
2002 ST/UTIL-SPEC ASSESS	29,442.00	1,863.00	0.00	0.00	31,305.00	0.00	31,305.00
2017 BRICK ST SPEC ASSESS	113,465.42	6,853.36	0.00	0.00	120,318.78	0.00	120,318.78
DEBT SERVICE	64,657.14	109,209.73	0.00	0.00	173,866.87	0.00	173,866.87
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
WATER UPGRADE FUND	24,743.55	0.00	1,730.00	0.00	23,013.55	0.00	23,013.55
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	161,267.31	0.00	7,019.00	0.00	154,248.31	0.00	154,248.31
FIRE EQUIP UPGRADE	4,186.14	0.00	3,801.00	0.00	385.14	0.00	385.14
CAPITAL IMPROV-PARKS	2,660.57	0.00	0.00	0.00	2,660.57	0.00	2,660.57
LOST FUNDS - AQUATIC CEN	526,277.40	56,724.69	0.00	0.00	583,002.09	0.00	583,002.09
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	(6,455.00)	0.00	4,195.00	0.00 (	10,650.00)	0.00 (	10,650.00)
WATER UTIL IMPROV P1	(326,656.61)	442,481.61	61,315.00	0.00	54,510.00	0.00	54,510.00
NEW WATER TREATMENT PLANT	(237,475.00)	0.00	45,745.00	0.00 (	283,220.00)	0.00 (	283,220.00)
NEW WASTEWTR TRTMT PLNT	(57,123.75)	0.00	43.15	0.00 (	57,166.90)	0.00 (	57,166.90)
EAST ANNEX SAN UTIL EXT	(278,180.68)	51,332.50	150,975.04	0.00 (	377,823.22)	0.00 (	377,823.22)
ADEL HWY 169 IMPROV	(69,879.52)	0.00	34,334.38	0.00 (	104,213.90)	0.00 (	104,213.90)
2018 ADEL STREET RESURF	(20,760.00)	0.00	14,590.66	0.00 (	35,350.66)	0.00 (	35,350.66)
WATER UTILITY	1,116,407.81	110,133.81	101,773.62	2,046.59	1,126,814.59	0.00	1,126,814.59
SEWER UTILITY FUND	907,280.96	96,092.18	57,571.81	127.92	945,929.25	0.00	945,929.25
STORM WATER UTILITY	290,271.13	24,281.96	29,214.90	0.00	285,338.19	0.00	285,338.19
GARBAGE/RECYCLING UTILITY	104,444.12	28,914.83	27,141.44	0.00	106,217.51	0.00	106,217.51
OAKDALE PRIDE	(53.69)	0.00	0.00	0.00 (	53.69)	0.00 (	53.69)
FRIENDS/FOUNDATION	23,527.43	340.00	465.60	0.00	23,401.83	0.00	23,401.83
HISTORIC PRES PLAQUES	75.00	0.00	0.00	0.00	75.00	0.00	75.00
KINNICK FELLER MONUMENT	209.93	0.00	0.00	0.00	209.93	0.00	209.93
GRAND TOTAL	4,918,259.48	1,832,387.75	772,019.28	2,558.22	5,981,186.17	0.00	5,981,186.17

*** END OF REPORT ***

CITY OF ADEL
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: OCTOBER 31ST, 2018

PAGE: 1

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,241,706	2,241,706	449,850.51	816,493.49	812,701.67	1,425,212.51	63.58
002-SPECIAL RESERVE TRANS	20,000	20,000	552.47	2,108.79	820.70	17,891.21	89.46
110-ROAD USE TAX	483,299	483,299	33,003.44	277,125.47	176,792.82	206,173.53	42.66
112-TRUST AND AGENCY	587,242	587,242	189,746.68	244,467.24	212,865.50	342,774.76	58.37
125-TIF	641,069	641,069	229,879.98	272,335.90	269,017.40	368,733.10	57.52
133-2010 BRICK SPEC ASSES	1,766	1,766	1,127.00	2,309.00	1,613.00 (	543.00)	30.75-
134-2002 ST/UTIL-SPEC ASS	3,171	3,171	1,863.00	1,880.00	2,723.00	1,291.00	40.71
135-2017 BRICK ST SPEC AS	18,466	18,466	6,853.36	13,249.66	0.00	5,216.34	28.25
200-DEBT SERVICE	975,977	975,977	109,209.73	131,259.39	146,876.04	844,717.61	86.55
305-2006 STREET IMP PROJE	0	0	0.00	0.00	672.00	0.00	0.00
317-INDUSTRIAL PARK PROJE	138,549	138,549	0.00	0.00	0.00	138,549.00	100.00
322-CAPITAL IMPROV-PARKS	55,000	55,000	0.00	1,648.00	2,948.00	53,352.00	97.00
324-LOST FUNDS - AQUATIC	600,000	600,000	56,724.69	210,623.07	155,700.83	389,376.93	64.90
329-ADEL BRICK STREETS 20	0	0	0.00	0.00	1,032,946.78	0.00	0.00
330-STORMWATER UTIL IMPRO	0	0	0.00	497,605.99	0.00 (	497,605.99)	0.00
331-WATER UTIL IMPROV P1	425,000	425,000	442,481.61	442,481.61	0.00 (	17,481.61)	4.11-
332-NEW WATER TREATMENT P	2,545,000	2,545,000	0.00	140,879.40	0.00	2,404,120.60	94.46
333-NEW WASTEWTR TRTMT P	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
334-EAST ANNEX SAN UTIL E	6,935,000	6,935,000	51,332.50	124,524.00	0.00	6,810,476.00	98.20
600-WATER UTILITY	1,107,371	1,107,371	110,133.81	475,384.40	401,009.37	631,986.60	57.07
610-SEWER UTILITY FUND	948,462	948,462	96,092.18	414,440.85	369,328.30	534,021.15	56.30
615-STORM WATER UTILITY	258,562	258,562	24,281.96	95,406.43	62,536.64	163,155.57	63.10
670-GARBAGE/RECYCLING UTI	347,000	347,000	28,914.83	111,091.01	103,150.92	235,908.99	67.99
950-OAKDALE PRIDE	0	0	0.00	0.00	3,323.83	0.00	0.00
951-FRIENDS/FOUNDATION	0	0	340.00	12,340.00	33,000.00 (	12,340.00)	0.00
954-KINNICK FELLER MONUME	0	0	0.00	2,495.37	0.00 (	2,495.37)	0.00
 TOTAL REVENUES	 18,532,640	 18,532,640	 1,832,387.75	 4,290,149.07	 3,788,026.80	 14,242,490.93	 76.85

CITY OF ADEL
STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL
AS OF: OCTOBER 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	2,207,713	2,207,713	135,083.31	755,646.03	784,815.29	1,452,066.97	65.77
002-SPECIAL RESERVE TRANS	61,673	61,673	0.00	0.00	0.00	61,673.00	100.00
110-ROAD USE TAX	510,674	510,674	64,134.42	252,319.45	149,039.53	258,354.55	50.59
112-TRUST AND AGENCY	572,000	572,000	32,885.95	146,279.83	129,575.61	425,720.17	74.43
125-TIF	641,069	641,069	0.00	0.00	0.00	641,069.00	100.00
133-2010 BRICK SPEC ASSES	1,766	1,766	0.00	0.00	0.00	1,766.00	100.00
134-2002 ST/UTIL-SPEC ASS	3,171	3,171	0.00	0.00	0.00	3,171.00	100.00
135-2017 BRICK ST SPEC AS	18,466	18,466	0.00	0.00	0.00	18,466.00	100.00
200-DEBT SERVICE	968,168	968,168	0.00	0.00	250.00	968,168.00	100.00
302-WATER UPGRADE FUND	0	0	1,730.00	24,395.36	0.00 {	24,395.36)	0.00
317-INDUSTRIAL PARK PROJE	138,549	138,549	7,019.00	14,527.00	13,364.00	124,022.00	89.51
321-FIRE EQUIP UPGRADE	0	0	3,801.00	13,931.00	7,816.00 {	13,931.00)	0.00
322-CAPITAL IMPROV-PARKS	55,000	55,000	0.00	0.00	857.00	55,000.00	100.00
324-LOST FUNDS - AQUATIC	457,888	457,888	0.00	0.00	30,000.00	457,888.00	100.00
328-FIRE TRUCK 2014	2,285	2,285	0.00	0.00	1,536.38	2,285.00	100.00
329-ADEL BRICK STREETS 20	0	0	0.00	0.00	2,076,938.64	0.00	0.00
330-STORMWATER UTIL IMPRO	0	0	4,195.00	506,755.99	68,333.19 {	506,755.99)	0.00
331-WATER UTIL IMPROV P1	425,000	425,000	61,315.00	80,090.00	115,649.00	344,910.00	81.16
332-NEW WATER TREATMENT P	2,545,000	2,545,000	45,745.00	283,220.00	32,103.80	2,261,780.00	88.87
333-NEW WASTEWTR TRTMT P	200,000	200,000	43.15	5,308.15	2,457.50	194,691.85	97.35
334-EAST ANNEX SAN UTIL E	6,935,000	6,935,000	150,975.04	428,305.22	34,440.00	6,506,694.78	93.82
335-ADEL HWY 169 IMPROV	0	0	34,334.38	104,213.90	0.00 {	104,213.90)	0.00
336-2018 ADEL STREET RESU	0	0	14,590.66	35,350.66	0.00 {	35,350.66)	0.00
600-WATER UTILITY	959,503	959,503	101,773.62	316,196.98	202,202.41	643,306.02	67.05
610-SEWER UTILITY FUND	746,563	746,563	57,571.81	359,851.95	151,254.75	386,711.05	51.80
615-STORM WATER UTILITY	212,489	212,489	29,214.90	78,144.29	18,940.64	134,344.71	63.22
670-GARBAGE/RECYCLING UTI	351,000	351,000	27,141.44	106,409.84	91,844.28	244,590.16	69.68
950-OAKDALE PRIDE	0	0	0.00	609.22	5,942.47 {	609.22)	0.00
951-FRIENDS/FOUNDATION	0	0	465.60	5,096.12	11,893.59 {	5,096.12)	0.00
952-HISTORIC PRES PLAQUES	0	0	0.00	2,165.00	0.00 {	2,165.00)	0.00
953-ROTARY BIKE RACK	0	0	0.00	3,212.00	0.00 {	3,212.00)	0.00
954-KINNICK FELLER MONUME	0	0	0.00	2,285.44	0.00 {	2,285.44)	0.00
TOTAL EXPENDITURES	18,012,977	18,012,977	772,019.28	3,524,313.43	3,929,254.08	14,488,663.57	80.43
REVENUE OVER/(UNDER) EXPENDITURES	519,663	519,663	1,060,368.47	765,835.64 {	141,227.28) {	246,172.64)	6,105.93-



AHLERS COONEY
ATTORNEYS

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

FEDERAL ID 42-1323559

October 24, 2018

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

Invoice #: 754809
Client #: 10113
Billing Attorney: KRS

INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

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

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	5,179.90	24.16	5,204.06
1002	MEETING ATTENDANCE AND TRAVEL	1,155.00	91.56	1,246.56
1003	MEETING AGENDA / PACKET REVIEW	385.05	.00	385.05
TOTAL		6,719.95	115.72	6,835.67

TOTAL THIS INVOICE \$ 6,835.67

Trust Funds Held on Account \$ 21,085.42

Finance \$ 3917.65 + 24.16 + 1155 + 91.56 + 385.05 = 5,573.42
Water \$ 177.65
USDA # 3 \$ 542.30
USDA # 4 \$ 542.30

Applicant License Application (BW0092423)

Name of Applicant: <u>China Village, Inc.</u>		
Name of Business (DBA): <u>China Village</u>		
Address of Premises: <u>628 Nile Kinnick Dr. South</u>		
City <u>Adel</u>	County: <u>Dallas</u>	Zip: <u>50003</u>
Business	<u>(515) 993-3383</u>	
Mailing	<u>628 Nile Kinnick Dr. South</u>	
City <u>Adel</u>	State <u>IA</u>	Zip: <u>50003</u>

Contact Person

Name	<u>Tinh Lu</u>		
Phone:	<u>(515) 993-3383</u>	Email	<u>tinhklu@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 01/01/2019

Expiration Date: 12/31/2019

Privileges:

Living Quarters

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

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

Ownership

Tinh Lu

First Name:	<u>Tinh</u>	Last Name:	<u>Lu</u>	
City:	<u>Please Select</u>	State:	<u>Illinois</u>	Zip: <u>60646</u>
Position:	<u>Owner</u>			
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>	

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>01/01/2019</u>	Policy Expiration	<u>12/31/2019</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

Applicant License Application (WBN000989)

Name of Applicant: <u>Harvey's Greenhouse</u>		
Name of Business (DBA): <u>Adel Flowers and Gifts</u>		
Address of Premises: <u>611 Nile Kinnick Drive South</u>		
City <u>Adel</u>	County: <u>Dallas</u>	Zip: <u>50003</u>
Business <u>(515) 993-3916</u>		
Mailing <u>611 Nile Kinnick Drive South</u>		
City <u>Adel</u>	State <u>IA</u>	Zip: <u>50003</u>

Contact Person

Name <u>Valerie Sutton</u>	
Phone: <u>(515) 720-9808</u>	Email <u>harveysgreenhouse@gmail.com</u>

Classification Class B Native Wine Permit (WBN)

Term: 12 months

Effective Date: 01/13/2019

Expiration Date: 01/12/2020

Privileges:

Class B Native Wine Permit (WBN)

Sunday Sales

Status of Business

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

Ownership

Valerie Sutton

First Name: <u>Valerie</u>	Last Name: <u>Sutton</u>	
City: <u>Adel</u>	State: <u>Iowa</u>	Zip: <u>50003</u>
Position: <u>President</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Resolution No. 18-87

RESOLUTION ORDERING THE REMOVAL OF THE CITY CLERK

WHEREAS, Jackie Steele is currently employed as the City Clerk for the City of Adel; and

WHEREAS, according to Adel Code of Ordinances Section 18A.01, the City Clerk is appointed by the Adel City Council; and

WHEREAS, Iowa Code Section 372.15 outlines procedures to be followed when an appointed employee is removed from such a position, including that such removal shall be made by written order.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that:

1. Jackie Steele is hereby ordered removed from her position as Adel City Clerk. This removal is effective immediately.
2. The City Council FINDS that such removal is based on the following reasons:
 - a. Unsatisfactory performance, conduct, work habits, overall attitude, and demeanor;
 - b. Disorderly conduct including use of profane or abusive language, intimidating, threatening, or provoking fellow employees, or other acts showing lack of respect for other people and property;
 - c. Incompetence, inefficiency, or negligence in the performance of duty;
 - d. Failure to be at the work site at starting time, or stopping before quitting time.
3. This Order shall be filed in the office of the city clerk, and a copy shall be sent by certified mail to Ms. Steele.

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

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, Deputy City Clerk

Resolution No. 18-88

RESOLUTION APPOINTING AN INTERIM CITY CLERK

WHEREAS, the City Clerk position for the City of Adel is currently vacant; and

WHEREAS, according to Adel Code of Ordinances Section 18A.01, the City Clerk is appointed by the Adel City Council; and

WHEREAS, according to Adel Code of Ordinances Section 18A.03, the Finance Officer has the power and duty to act as the City Clerk in the City Clerk's absence or inability to act; and

WHEREAS, the Finance Officer has knowledge and experience in completing the City Clerk's duties and is willing and able to perform those duties in addition to her own, on an interim basis until the position is filled.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that:

1. Brittany Sandquist is hereby appointed as the interim City Clerk for the City of Adel. This appointment shall expire at such time as a new permanent City Clerk is appointed.
2. Ms. Sandquist shall have all the powers and authority of the City Clerk, as prescribed by City or State Code.
3. Ms. Sandquist shall perform the duties of the City Clerk in addition to her duties as Finance Officer.

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

James F. Peters, Mayor

Attest: _____
City Clerk



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
www.ahlerslaw.com
Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com

November 8, 2018

*Letter, Agenda Item, Resolution and Notice of Public Hearing sent via e-mail;
letter and all enclosures sent via overnight mail*

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

RE: City of Adel - Southbridge Urban Renewal Plan - Proceedings Adopting
Resolution of Necessity and Setting Hearing (November 13, 2018)

Dear Anthony:

Enclosed please find suggested proceedings of the City Council setting a date of public hearing and providing for the consultation to be held on the proposed Southbridge Urban Renewal Plan (the "Plan") for the Southbridge Urban Renewal Area (the "Urban Renewal Area"). The proposed Plan should be presented to the Council with the enclosed proceedings.

Agenda Item and Resolution

The enclosed Agenda Item and Resolution (proceedings) accomplish a number of required steps. In the order presented, the proceedings:

- set a date for a consultation on the proposed Plan and appoint a designated representative of the City to conduct the same;
- direct that notice of the consultation be mailed to all affected taxing entities, along with a copy of the proposed Plan, using the form of notice approved in Section 2 of the proceedings and designate the City Administrator, or his delegate, to conduct the consultation and provide responses to any recommendations that are made;
- call for a public hearing on the proposed Plan;

- direct that notice be published, **not less than four nor more than twenty days** before the date set for the public hearing, in a newspaper having general circulation within the City; and
- direct that a copy of the Plan be placed on file in the City Clerk's office for public inspection.
- refer the proposed Plan to the Planning and Zoning Commission for its review and recommendation as to the Plan's conformance with the general plan for the development of the City as a whole.

Note: The Plan indicates that the Plan (as amended) is in conformity with the general plan for the development of the City as a whole, which is the 2009 Comprehensive Plan, dated March 10, 2009 and updated in 2015. This representation is important; however, we have no way of making this determination. Therefore, if this information is not correct, let us know.

Please note that we have incorporated the legal description, which was provided by the City, into the Resolution. We have not undertaken a separate review of said legal description. Please review the same and make certain it is accurate and complete before the Council initiates the Plan adoption proceedings. We will provide the Plan in its final form to you. It is important that the Plan describes all the prospective urban renewal projects (with estimated costs) in order to avoid future amendments, if possible. Make sure to attach the Plan to the resolution (marked as Exhibit 1) before you send it to the Council and to the affected taxing entities.

Note: If you have not already, we suggest you send the legal description to the County Auditor's office for confirmation before you adopt the Plan and a TIF ordinance.

We understand the hearing for adoption of the Plan is scheduled for December 11, 2018. The proceedings have been prepared on this assumption. Please advise us immediately if the schedule changes.

You should follow the Important Instructions that are included with the Agenda and Resolution to give public notice of the agenda. You should attach the Plan as Exhibit 1 to the Resolution.

Notice of Consultation

Scheduling the consultation and hearing and ensuring that timely publications and notices are given will require careful planning. Notice of the consultation should be given by regular mail to the affected taxing entities. Although the Iowa Code does not provide any specific notice requirement, we would suggest that the affected taxing entities receive not less than 4 days' notice of the consultation. The consultation itself should be scheduled at least 15 days before the date set for the public hearing. Iowa law permits the designated representatives of the affected taxing entities to make written recommendations for modification to the proposed division of

revenue no more than seven days following the date of the consultation, and requires the representative of the City to submit written responses to those recommendations no later than seven days prior to the public hearing. Providing for a period longer than 15 days between the consultation and the public hearing will allow more than one day for preparation of the City's responses to any recommendations that are made. After the Resolution is adopted, you should immediately (November 14, 2018) mail a copy of the: (1) Notice of Consultation; (2) Notice of Public Hearing; and (3) a copy of the Resolution (with the Plan attached as Exhibit 1) to the affected taxing entities. The affected taxing entities are listed on the Certificate of Mailing of Notices of Consultation and Hearing. The Consultation is scheduled for November 20, 2018. If you receive any written recommendations from an affected taxing entity after the consultation meeting, please send them to us immediately for review and advice, as you must respond to the recommendations in writing and within a set time.

Planning and Zoning Commission

The Planning and Zoning Commission serves in an advisory role in this instance, and has thirty days from its receipt of the Plan to submit its written recommendation. The public hearing will need to be scheduled at or following the end of this thirty-day period, unless you can arrange for a shorter period of time for the Commission to consider the matter (which is often possible). Please note that the Plan must be in conformity with the City's general plan for the development of the City as a whole. City staff has indicated that the Plan, including urban renewal projects, is in conformance with the general plan for the development of the City (the 2009 Comprehensive Plan). If this is not correct, please let us know. You should immediately mail a copy of the Resolution and the Plan (attached as Exhibit 1) to the Planning and Zoning Commission. The schedule indicates the Planning and Zoning Commission will meet on November 14, 2018 and will submit a written recommendation to the Council regarding the Plan shortly thereafter. The written recommendation of the Planning and Zoning Commission should confirm that the Plan is in conformance with the general plan for development of the City as a whole. If the Commission does not provide you a written recommendation by December 4, 2018, please contact us. You must have this written recommendation before the City Council adopts the Plan.

Agricultural Land Agreement

Agricultural land cannot be included in an Urban Renewal Area unless an Agricultural Land Agreement has been executed for each agricultural land owner. We understand you have been provided a form of Agricultural Land Agreement for the agricultural land owner. The signed agreement should be attached as Exhibit C to the Plan. You must have the signed Agricultural Land Agreement before the City Council adopts the Plan (scheduled for December 11, 2018). If you don't have all the signed Agreements by December 4, 2018, please let us know.

Joint Agreement between City and County

In accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a city may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a city only if the city obtains the consent of the county within which such property is located. Please provide us with a copy of the signed Joint Agreement that has

been executed by the City and County. This Joint Agreement should be attached as Exhibit D to the Plan. This agreement must be signed before the resolution approving the Plan is adopted (scheduled for December 11, 2018). Please let us know if you do not have a copy of the Joint Agreement by December 4, 2018.

Notice of Public Meeting

You should publish a form of notice of the public hearing approved in the proceedings once on a date not less than four nor more than twenty days before the date set for the public hearing. A separate copy of the notice is enclosed for delivery to the Dallas County News by November 20, 2018, which is the date we understand you must have the notice to the paper in order to be published on November 29, 2018. As noted above, a copy of the notice of hearing also should be mailed to the affected taxing entities, along with the notice of consultation, resolution and Plan (attached as Exhibit 1 to the Resolution). Please review the notice carefully. A certificate relating to the publication also is enclosed. After the notice is published, attach the enclosed certificate to the publisher's affidavit and copy of newspaper clipping. You should review the notice carefully after it is published to ensure it was published accurately.

Documentation to be returned: (Bolded documents are enclosed with this letter)

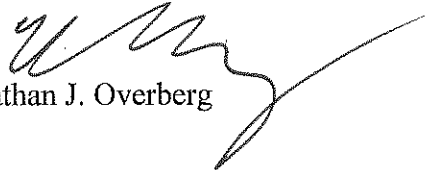
- ☐ **Resolution.** Attach the final Plan marked as Exhibit 1 to the Resolution. Sign and date the original proceedings and retain them for your file and return the stamped extra copy of the proceedings to us for our transcript file.
- ☐ Send us a copy of your meeting minutes (November 13, 2018 and December 11, 2018).
- ☐ **Certificate of Mailing Notices.** To provide the proper notice to the affected taxing entities for the Consultation Meeting, send by postal mail a packet including the following to each affected taxing entity: (1) **Resolution** (with Plan attached as Exhibit A); (2) **Notice of Public Hearing** (signed and dated); (3) **Notice of Consultation** (signed and dated). After mailing, complete the **Certificate of Mailing Notices** by filling in the date you mailed the packets, the addresses of the affected taxing entities (which are listed on the Certificate of Mailing Notices), and signing the Certificate. Retain the original **Certificate of Mailing Notices** (with a copy of the mailed packet attached) in your file, and complete and return the stamped copy of the **Certificate of Mailing Notices** (with a copy of the packet attached) to us for our transcript file. Please complete the Certificate of Mailing Notices immediately after mailing and send us a copy (with all attachments) so that we can verify the proper notice has been given.
- ☐ **Agreement to Include Agricultural Land.** Once you have received it, please ensure that the signed Agricultural Land Agreement is attached to the Plan as Exhibit C. Send a copy of the Agreement to us for our transcript file.

- ☐ **Joint Agreement.** Please ensure that the signed Joint Agreement is attached to the Plan as Exhibit D and included in your file. Send a copy of the Agreement to us for our transcript file.
- ☐ **Notice of Public Hearing.** Sign and date the Notice of Public Hearing and publish it as indicated above. After you receive the Affidavit from the Publisher with a copy of the published notice (newspaper will provide the Affidavit), attach it to the **Certificate of Publisher's Affidavit of Publication.** Retain the original in your file and return the stamped extra copy to us (with a copy of the Publisher's Affidavit) for our transcript file.
- ☐ Send us a copy of the report of the consultation meeting as soon as the consultation meeting has been held. (The report is a short summary of the meeting. This must be provided to the City Council with the package of materials for the December 11, 2018 meeting.)
- ☐ Send us a copy of the report of the Planning and Zoning Commission as soon as the Planning and Zoning Commission meeting has been held (The report is a written recommendation that the Plan is in conformity with the general plan for development of the City as a whole. This must be provided to the City Council with the package of materials for the December 11, 2018 meeting.)

If any questions arise, or if you would like us to attend either the consultation or the public hearing, please do not hesitate to contact me at 515-246-0329 or at noverberg@ahlerslaw.com.

Very truly yours,

AHLERS & COONEY, P.C.


Nathan J. Overberg

NJO: mp

Enclosures: Agenda Item and Important Information; Resolution (*attach Plan as Exhibit 1 to the Resolution*); Notice of Consultation; Certificate of Mailing Notices; Notice of Public Hearing; Certificate of Publisher's Affidavit of Publication

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ITEM TO INCLUDE ON AGENDA

ORIGINAL

CITY OF ADEL, IOWA

November 13, 2018

6:00 P.M.

Southbridge Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Southbridge Urban Renewal Plan for a proposed Urban Renewal Area in the City of Adel, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 13, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Resolution No. 18-89

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED SOUTHBRIDGE URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF ADEL, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND
SETTING DATES OF A CONSULTATION AND A PUBLIC
HEARING ON A PROPOSED SOUTHBRIDGE URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF ADEL, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed Southbridge Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Southbridge Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, this proposed Urban Renewal Area includes and consists of:

A PART OF GOVERNMENT LOTS 5, 6, 11 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:

BEGINNING 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, 323.11 FEET; THENCE SOUTH
35°45'11" EAST CONTINUING ALONG SAID CENTERLINE, 240.13 FEET;
THENCE SOUTH 54°14'49" WEST, 40.00 FEET; THENCE SOUTH 60°03'04"
WEST, 108.03 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE
EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS
41.80 FEET AND WHOSE CHORD BEARS SOUTH 12°08'57" WEST, 37.10
FEET; THENCE SOUTH 54°14'49" WEST, 60.00 FEET; THENCE NORTH
35°45'11" WEST, 11.18 FEET; THENCE WESTERLY ALONG A CURVE
CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC
LENGTH IS 36.74 FEET AND WHOSE CHORD BEARS NORTH 77°51'03"
WEST, 33.52 FEET; THENCE SOUTH 60°03'04" WEST, 536.44 FEET;
THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE

RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 52.13 FEET AND WHOSE CHORD BEARS SOUTH 10°16'24" WEST, 45.81 FEET; THENCE SOUTH 50°29'43" WEST, 60.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1808.71 FEET, WHOSE ARC LENGTH IS 20.56 FEET AND WHOSE CHORD BEARS NORTH 39°49'49" WEST, 20.56 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 41.78 FEET AND WHOSE CHORD BEARS NORTH 80°03'09" WEST, 38.48 FEET; THENCE SOUTH 60°03'04" WEST, 369.17 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS SOUTH 15°03'04" WEST, 35.36 FEET; THENCE SOUTH 60°03'04" WEST, 60.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 74°56'56" WEST, 35.36 FEET; THENCE NORTH 29°56'56" WEST, 60.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 15°03'04" EAST, 35.36 FEET; THENCE NORTH 29°56'56" WEST, 365.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 49.88 FEET AND WHOSE CHORD BEARS NORTH 25°37'07" WEST, 49.83 FEET; THENCE SOUTH 68°42'41" WEST, 12.80 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 71.75 FEET AND WHOSE CHORD BEARS SOUTH 89°16'01" WEST, 70.22 FEET; THENCE NORTH 70°10'40" WEST, 125.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 457.27 FEET AND WHOSE CHORD BEARS SOUTH 86°00'17" WEST, 444.21 FEET; THENCE SOUTH 62°11'13" WEST, 208.40 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 24.21 FEET AND WHOSE CHORD BEARS SOUTH 76°03'30" WEST, 23.97 FEET; THENCE SOUTH 89°55'46" WEST, 71.00 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH 0°04'14" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 12 AND 5, A DISTANCE OF 1325.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 62.90 ACRES (2,739,756 SQUARE FEET).

AND

The full right of way (including any intersections) of those portions of the following roads adjacent to the above property: IA 169, 302nd Place, Old Portland Road.

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the Southbridge Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on November 20, 2018, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at 9:00 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section

403.17(1), along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF ADEL, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
SOUTHBRIDGE URBAN RENEWAL PLAN FOR THE CITY
OF ADEL, STATE OF IOWA

The City of Adel, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 9:00 A.M. on November 20, 2018, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa concerning a proposed Southbridge Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Adel, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Southbridge Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Adel, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2018.

City Clerk, City of Adel, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 6:00 P.M. on December 11, 2018, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Dallas County News, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED SOUTHBRIDGE URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN THE CITY OF ADEL,
STATE OF IOWA

The City Council of the City of Adel, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:00 P.M. on December 11, 2018 in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, to consider adoption of a proposed Southbridge Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Adel, State of Iowa, legally described as follows:

A PART OF GOVERNMENT LOTS 5, 6, 11 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:

BEGINNING 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, 323.11 FEET; THENCE SOUTH 35°45'11" EAST CONTINUING ALONG SAID CENTERLINE, 240.13 FEET; THENCE SOUTH 54°14'49" WEST, 40.00 FEET; THENCE SOUTH 60°03'04" WEST, 108.03 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 41.80 FEET AND WHOSE CHORD BEARS SOUTH 12°08'57" WEST, 37.10 FEET; THENCE SOUTH 54°14'49" WEST, 60.00 FEET; THENCE NORTH 35°45'11" WEST, 11.18 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.74 FEET AND WHOSE CHORD BEARS NORTH 77°51'03" WEST, 33.52 FEET; THENCE SOUTH 60°03'04" WEST, 536.44 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 52.13 FEET AND WHOSE CHORD BEARS SOUTH 10°16'24" WEST, 45.81 FEET; THENCE SOUTH 50°29'43" WEST, 60.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1808.71 FEET, WHOSE ARC LENGTH IS 20.56 FEET AND WHOSE CHORD BEARS NORTH 39°49'49" WEST, 20.56 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 41.78 FEET AND WHOSE CHORD BEARS NORTH 80°03'09" WEST, 38.48 FEET; THENCE SOUTH 60°03'04" WEST, 369.17 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS SOUTH 15°03'04" WEST, 35.36 FEET; THENCE SOUTH 60°03'04" WEST, 60.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27

FEET AND WHOSE CHORD BEARS NORTH 74°56'56" WEST, 35.36 FEET; THENCE NORTH 29°56'56" WEST, 60.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 15°03'04" EAST, 35.36 FEET; THENCE NORTH 29°56'56" WEST, 365.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 49.88 FEET AND WHOSE CHORD BEARS NORTH 25°37'07" WEST, 49.83 FEET; THENCE SOUTH 68°42'41" WEST, 12.80 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 71.75 FEET AND WHOSE CHORD BEARS SOUTH 89°16'01" WEST, 70.22 FEET; THENCE NORTH 70°10'40" WEST, 125.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 457.27 FEET AND WHOSE CHORD BEARS SOUTH 86°00'17" WEST, 444.21 FEET; THENCE SOUTH 62°11'13" WEST, 208.40 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 24.21 FEET AND WHOSE CHORD BEARS SOUTH 76°03'30" WEST, 23.97 FEET; THENCE SOUTH 89°55'46" WEST, 71.00 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH 0°04'14" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 12 AND 5, A DISTANCE OF 1325.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 62.90 ACRES (2,739,756 SQUARE FEET).

AND

The full right of way (including any intersections) of those portions of the following roads adjacent to the above property: IA 169, 302nd Place, Old Portland Road.

which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Adel, Iowa.

The City of Adel, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Adel, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Adel, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Southbridge Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 13th day of November, 2018.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF DALLAS

)

I, the undersigned City Clerk of the City of Adel, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Adel, State of Iowa

(SEAL)

EXHIBIT
1

**SOUTHBRIDGE
URBAN RENEWAL PLAN**

for the

**SOUTHBRIDGE
URBAN RENEWAL AREA**

CITY OF ADEL, IOWA

December 2018

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- D. JOINT CITY/COUNTY AGREEMENT

Southbridge Urban Renewal Plan

City of Adel, Iowa

A. INTRODUCTION

This Southbridge Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Southbridge Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Adel. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial and industrial development.

In order to achieve this objective, Adel (the “City”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Southbridge Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Adel will designate this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

D. BASE VALUE

If the Southbridge Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted and debt is certified prior to December 1, 2019, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2018 will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN/ZONING

Adel has a general plan for the physical development of the City as a whole outlined in the 2009 Comprehensive Plan dated March 10, 2009 and last updated December 8, 2015. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City’s Comprehensive Plan.

The Urban Renewal Area is zoned PUD. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial).

More specific objectives for the development, redevelopment and rehabilitation within the Southbridge Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To encourage and promote diversity of commercial development in the City while retaining the character of the community.
6. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
7. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
8. To improve the conditions and opportunities for economic development (commercial and industrial).
9. To help develop a sound economic base that will serve as the foundation for future growth and development.

10. To enhance the Adel community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Adel.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

1. Tax Rebate or other Development Agreements

A. *Development Agreement with Cramer & Associates, Inc (or a related entity):* Cramer & Associates, Inc (or a related entity) (“Developer”) has proposed a commercial development in the Urban Renewal Area estimated to create approximately \$35,000,000 in increased commercial value, and corresponding employment opportunities. As part of the proposal, Developer would invest approximately \$3,260,000 in constructing and installing infrastructure in the form of new streets, sanitary sewer, storm water, gas, and electrical infrastructure to prepare the property for commercial development, all of which would be dedicated to the City at no cost to the City. Construction is anticipated to begin in 2018.

The City intends to provide assistance to Developer’s project in the form of property tax rebates of potential incremental taxes from completion of the commercial development. Specifically, the City would rebate up to 75% of the Tax Increment generated by the commercial development for up to 15 years. The maximum aggregate rebate amount will not exceed \$5,066,000. These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project and subject to annual appropriation. The terms of the incentives, not all of which are set forth herein, will be set forth in a detailed Development Agreement between the City and Developer.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$ 50,000

I. FINANCIAL DATA

1.	July 1, 2018 constitutional debt limit:	\$12,340,513
2.	Current outstanding general obligation debt:	\$8,870,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the	\$5,116,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

	Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	
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J. AGREEMENT TO INCLUDE AGRICULTURAL LAND

Because some of the land being added to the Southbridge Urban Renewal Area contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City and agricultural land owner have entered into an agreement in which the agricultural land owner agrees to allow the City to include real property defined as “Agricultural Land” in the Urban Renewal Area. A copy of the agreement is attached as Exhibit C. The original signed agreements are on file at the City Clerk’s office.

K. JOINT CITY/COUNTY AGREEMENT

In accordance with Iowa Code Section 403.17(4), a City may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a City if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Adel and Dallas County, which gives the City permission to add land that is outside the city limits to the Area. A copy of such Joint Agreement is attached hereto as Exhibit “D.” The original signed Joint Agreement is on file at City Hall.

L. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Adel. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

M. PROPERTY ACQUISITION/DISPOSITION

If property acquisition/disposition by the City becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.

N. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and

regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Southbridge Road Urban Renewal Area, which is also included in a TIF Ordinance which designates that property as a TIF District, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Southbridge Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area, for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Southbridge Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF AREA

The Southbridge Urban Renewal Area is described as follows:

A PART OF GOVERNMENT LOTS 5, 6, 11 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:

BEGINNING 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, 323.11 FEET; THENCE SOUTH 35°45'11" EAST CONTINUING ALONG SAID CENTERLINE, 240.13 FEET; THENCE SOUTH 54°14'49" WEST, 40.00 FEET; THENCE SOUTH 60°03'04" WEST, 108.03 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 41.80 FEET AND WHOSE CHORD BEARS SOUTH 12°08'57" WEST, 37.10 FEET; THENCE SOUTH 54°14'49" WEST, 60.00 FEET; THENCE NORTH 35°45'11" WEST, 11.18 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.74 FEET AND WHOSE CHORD BEARS NORTH 77°51'03" WEST, 33.52 FEET; THENCE SOUTH 60°03'04" WEST, 536.44 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 52.13 FEET AND WHOSE CHORD BEARS SOUTH 10°16'24" WEST, 45.81 FEET; THENCE SOUTH 50°29'43" WEST, 60.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1808.71 FEET, WHOSE ARC LENGTH IS 20.56 FEET AND WHOSE CHORD BEARS NORTH 39°49'49" WEST, 20.56 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 41.78 FEET AND WHOSE CHORD BEARS NORTH 80°03'09" WEST, 38.48 FEET; THENCE SOUTH 60°03'04" WEST, 369.17 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS SOUTH 15°03'04" WEST, 35.36 FEET; THENCE SOUTH 60°03'04" WEST, 60.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 74°56'56" WEST, 35.36 FEET; THENCE NORTH 29°56'56" WEST, 60.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 15°03'04" EAST, 35.36 FEET; THENCE NORTH 29°56'56" WEST, 365.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 49.88 FEET AND WHOSE CHORD BEARS NORTH 25°37'07" WEST, 49.83 FEET; THENCE SOUTH 68°42'41" WEST, 12.80 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 71.75 FEET AND WHOSE CHORD BEARS SOUTH 89°16'01" WEST, 70.22 FEET; THENCE NORTH 70°10'40" WEST, 125.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE

SOUTHERLY WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 457.27 FEET AND WHOSE CHORD BEARS SOUTH 86°00'17" WEST, 444.21 FEET; THENCE SOUTH 62°11'13" WEST, 208.40 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 24.21 FEET AND WHOSE CHORD BEARS SOUTH 76°03'30" WEST, 23.97 FEET; THENCE SOUTH 89°55'46" WEST, 71.00 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH 0°04'14" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 12 AND 5, A DISTANCE OF 1325.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 62.90 ACRES (2,739,756 SQUARE FEET).

AND

The full right of way (including any intersections) of those portions of the following roads adjacent to the above property: IA 169, 302nd Place, Old Portland Road.

EXHIBIT B

SOUTHBRIDGE URBAN RENEWAL AREA MAP

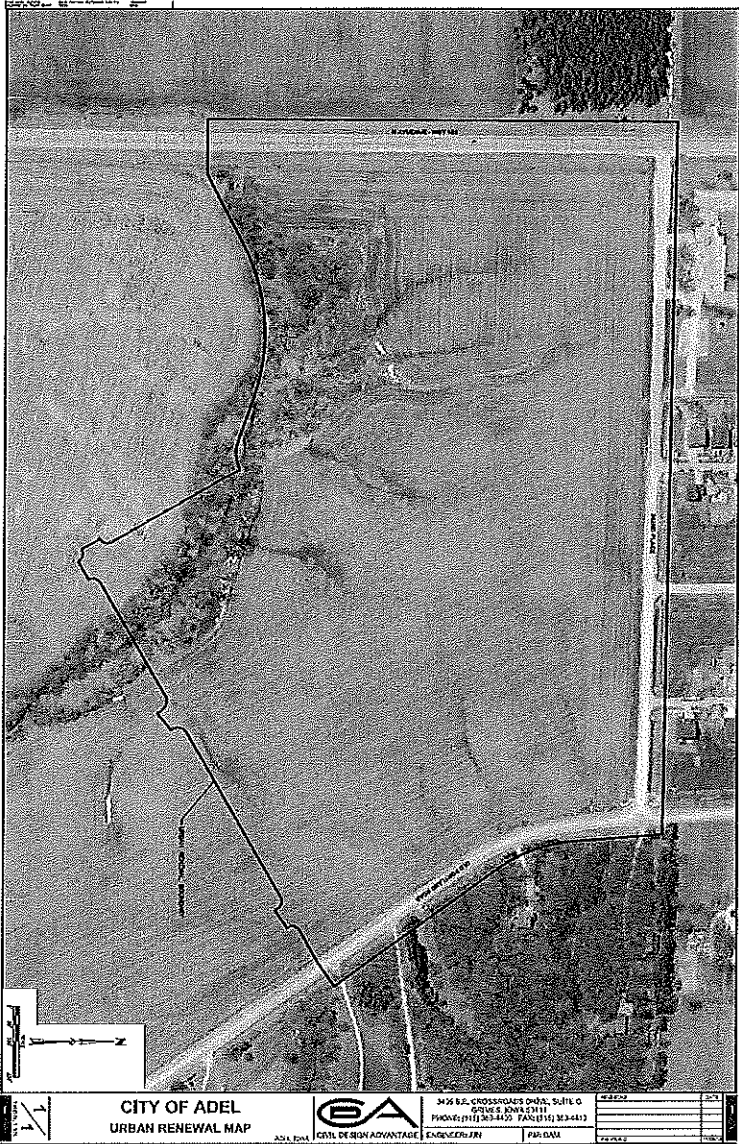


EXHIBIT C

AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE SOUTHBRIDGE URBAN RENEWAL AREA

WHEREAS, the City of Adel, Iowa, (the "City") has proposed to establish the Southbridge Urban Renewal Area (the "Urban Renewal Area" or "Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the proposed Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Adel, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Adel, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 2018.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: _____

Date: _____

Print Name: _____

Witness: _____

EXHIBIT D

JOINT CITY/COUNTY AGREEMENT

WHEREAS, the City of Adel (the "City") has proposed to create the Southbridge Urban Renewal Area which would include non-taxable, right-of-way property that is outside, but within two miles of, its corporate boundaries for the purpose of engaging in proposed urban renewal projects on said property; and

WHEREAS, the City Council of the City of Adel, State of Iowa, has reviewed the Urban Renewal Plan for said Urban Renewal Area, and has determined that the proposed Urban Renewal Area and completion of the eligible projects therein, are in the best interests of the City of Adel, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires the consent of the County before the City can proceed with said projects outside of its corporate boundaries.

NOW THEREFORE, DALLAS COUNTY, STATE OF IOWA AND THE CITY OF ADEL, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Dallas County, State of Iowa hereby agrees and authorizes the City of Adel, State of Iowa, to proceed with including non-taxable, right-of-way property within two miles of the City of Adel in the Southbridge Urban Renewal Area as described in the Southbridge Urban Renewal Plan, and the undertaking of the eligible urban renewal projects thereon. The City agrees that it shall not place a TIF ordinance on any portion of the Urban Renewal Area that is located outside the corporate boundaries of the City without the express written consent of the County.

2. This "joint agreement" is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Southbridge Urban Renewal Area located in or within two miles of the City of Adel, State of Iowa.

3. This Joint Agreement has been duly authorized by the governing bodies of Dallas County, State of Iowa and the City of Adel, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 201__.

DALLAS COUNTY, STATE OF IOWA

Chairperson, Board of Supervisors

ATTEST:

Auditor

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

On this _____ day of _____, 201__, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Dallas County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Dallas County, Iowa

PASSED AND APPROVED this _____ day of _____, 201__.

CITY OF ADEL, STATE OF IOWA

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF)
DALLAS

On this _____ day of _____, 201__, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Adel, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Dallas County, Iowa

01528546-1\10113-085

Final



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021-8045 • 515-965-6100

November 2, 2018

City of Adel
Attn: Anthony Brown, City Administrator
301 S. 10th Street
Adel, Iowa 50003

RE: **Casey's Marketing Company / Adel, Iowa**

Dear Mr. Brown:

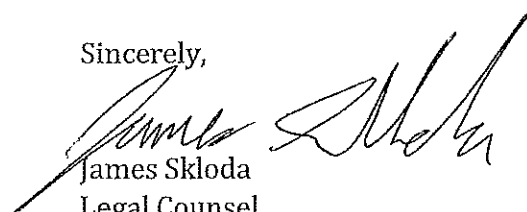
Please allow this letter to serve as Casey's Marketing Company's formal request that the City of Adel agree to reimburse Casey's one-half the cost of paving and/or construction of Meadow Road, as shown on a plan of Public Improvements for Casey's General Stores NWC Highway 169 & Meadow Road Adel, Iowa last revised October 31, 2018.

The estimated cost to constructing/paving the road is approximately \$130,000.00. Casey's would propose that the cost of Meadow Road improvements be separately invoiced and that the City reimburse Casey's 50% of the cost following completion and acceptance of the road improvements. The City of Adel's reimbursement would be capped at \$65,000.00, meaning that Casey's would pay the full cost of the road improvements in excess of \$130,000.

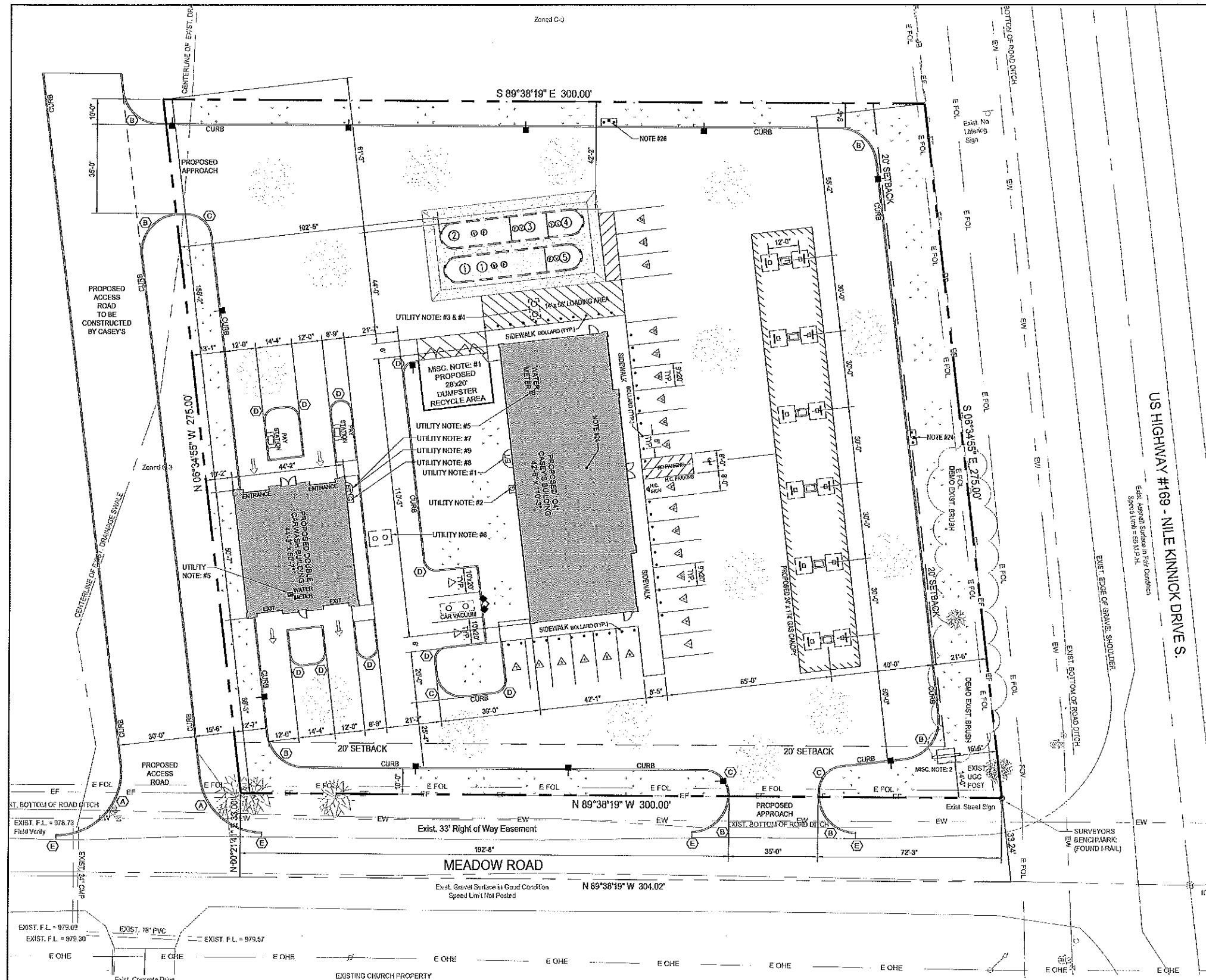
Casey's believes that the above request is in the best interest of all parties as it accomplishes a goal of the City's comprehensive plan at a reduced cost, and without the risk of cost overruns. It also allows for the Casey's store to be built, which will bring additional tax revenue and services to the City.

Casey's appreciates your consideration of our request and would appreciate you taking the request to City Council for approval so that we might move forward with our project. Should you have any questions, please feel free to contact our office.

Sincerely,



James Skloda
Legal Counsel
james.skloda@caseys.com



Utility Note

UTILITY NOTE #1:

ELECTRICAL (C-STORE) ELECTRICAL SERVICE ENTRANCE.
ELECTRIC 3 PHASE, 800 AMP, 480 VOLTS, 4 WIRE.
TELEPHONE 20 PAIR, 8 LINES.

UTILITY NOTE #2:

GAS (C-STORE) 1/2" SCHEDULE 40 IRON PIPE
GAS SERVICE CONNECTION CONNECTION LOAD
IS 600 MBH TOTAL CONNECTED LOAD
IS 500,000 BTU 618 CUFT. HR. HOUSE PRESSURE
IS 7" W.C.

UTILITY NOTE #3:

SANITARY SEWER (C-STORE) 6" SCHEDULE 40
PVC SANITARY SEWER CONNECTION

UTILITY NOTE #4:

SANITARY SEWER (C-STORE) 1,000 GALLON
BELOW GRADE GREASE INTERCEPTOR WITH 2
MANHOLES.

UTILITY NOTE #5:

WATER (C-STORE & CAR WASH) 2" CTS, HDPE,
SDR9 CS-300 PSI WATER SERVICE CONNECTION

UTILITY NOTE #6:

SANITARY SEWER (CAR WASH) 3,000-GAL.
OIL/WATER INTERCEPTOR 2 MANHOLES BELOW
GRADE

UTILITY NOTE #7:

ELECTRICAL (CAR WASH) 600 AMP ELECTRICAL
SERVICE

UTILITY NOTE #8:

GAS (CAR WASH)
3/4" SCHEDULE 40 IRON PIPE GAS SERVICE
CONNECTION TOTAL CONNECTED LOAD IS
200,000 BTU HOUSE PRESSURE IS 7" W.C.

UTILITY NOTE #9:

(CAR WASH) (2) LOW VOLTAGE 1" CONDUITS
(1) 1" TO FRONT COUNTER, (1) 1" TO SAGEHAT
AREA, (2) 2" SPACES TO STORE ELECTRICAL
PANEL ROOM

General Construction Notes

- 2 - 30,000 GALLON DOUBLE WALL FIBERGLASS TANKS.
TANK 1 - 22,000 GALLON (87E)
TANK 2 - 14,000 GALLON (DIESEL)
TANK 3 - 8,000 GALLON (87D)
TANK 4 - 8,000 GALLON (87C)
TANK 5 - 8,000 GALLON (85S)
- TANK SETTING DETAILS PAGE QF-301
- FILL PIPE AND MANHOLE DETAIL PAGE QF-301
- CIRCUIT BREAKER PANEL PAGE E-591
- REFRIGERATION WIRING PAGE QR-502
- GILBARCO WIRING PAGE QF-501
- GAS ISLAND SIZE - 3' x 5' W/ DUAL GUARD PIPE
- 6 - GAS GILBARCO 700 S DISPENSERS
2 - 1/2" 4 NOZZLES & 8 METERS EACH
4 - 1/2" 6 NOZZLES & 8 METERS EACH
- ISLAND DETAILS PAGE AL-501
- ISLAND CONDUIT DETAIL PAGE E-602
- DO NOT PLACE PRODUCT PIPING UNDER ISLAND
- 16' MIN. FROM TANK PIPING TO FINISH SURFACE
- SIGN BASE DETAILS PAGE AL-501
- SIGN DETAILS PAGE AL-601
- DRIVEWAY JOINTS TO BE PACKED & CAULKED
- CONCRETE DRIVE TROWELED WITH LIGHT BROOM FINISH
- CONTROL JOINTS - MIN. 100 sq. ft. - 25' DEEP
- CONSTRUCTION JOINTS - FINISHED 4" O.C. 12" EACH WAY WITH 12" REBAR #4
- APPROACHES TO BE 7" NON-REINFORCED OR AS PER STATE/CITY SPEC.
- SLOPE MAX. 2% FOR BUILDING SIDEWALK, H.C. PARKING 1.50 ALL DIRECTIONS
- ALL ACCESS ISLE STRIPPING AT 45 DEGREE ANGLE BEING MAX. 4' SEPARATION
- RUN VENT LINES UP SEPARATE CANOPY COLLISION, VERIFY
- VERIFY ALL UTILITY LOCATIONS AND DIMENSIONS.
- CANOPY FOOTING: SIZE 6" x 3" LENGTH x 6" x 3" WIDTH x 3' x 4" DEPTH.
- CONCRETE: MINIMUM COMPRESSIVE STRENGTH OF FC-3000 p.s.i.
- CONCRETE REINFORCING: ASTM A-615 GRADE 60.
- REBAR CASE: (8) #6 HORIZONTAL TIES LENGTH WISE TOP AND BOTTOM
12" MAXIMUM SPACING.
- ALL FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY
SHUT-OFF SWITCH LOCATED INSIDE AT THE SALES COUNTER FOR THE CONVENIENCE
STAFF. A SECONDARY SHUT-OFF SHALL BE INSTALLED ON A POST AT THE CURB IF ALL
FUEL DISPENSERS DO NOT FALL WITHIN A 100 RADIUS.
- IRRIGATION REQUIRED WITH RAIN SENSOR MOUNTED ON BACK RAILING OF ROOF.
- AIR COMPRESSOR BOX, MOUNTED TO STEEL POLE, INSTALLED ON 3' x 6' CONCRETE PAD
15' FROM BACK OF CURB, 110 VOLT 60HZ-5.5 AMP, 8 GAUGE MINIMUM RECOMMENDED.

Keyed Construction Notes

NOTICE: ALL WORK IN THE R.O.W. AREA IS SUBJECT TO THE CITY OF
ADEL & IA D.O.T. APPROVAL AND SPECIFICATIONS.

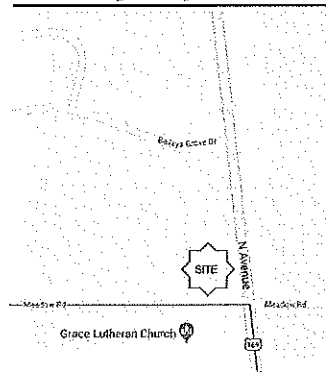
- (A) PROPOSED 25' RADIUS
- (B) PROPOSED 15' RADIUS
- (C) PROPOSED 10' RADIUS
- (D) PROPOSED 5' RADIUS
- (E) 2" CONC. STUB. TIE INTO AND MATCH EXISTING PAVEMENT AND FLOW LINE.

Zoning Information

CURRENT ZONING	C-3 HIGHWAY COMMERCIAL DISTRICT	STATUS	City of Adell
CURRENT USE	VACANT LAND	SOURCE INFORMATION	City of Adell
ITEM	REQUIRED	OBSERVED	ADDRESS: 301 S. 10th Street Adell, Iowa 50023
MINIMUM LOT AREA	None	91,861 sq. ft.	PERSON CONTACTED: Steve Nichols
MINIMUM FRONTAGE	None	275 ft.	DATE CONDUCTED: 1-23-2018
MINIMUM LOT WIDTH	None	275 ft.	PHONE NUMBER: 515-993-4525
MAX. FLOOR AREA RATIO	0.500	None	EMAIL ADDRESS: snichols@adellia.org
MINIMUM SETBACKS FRONT	20 ft.	None	NOTES:
MINIMUM SETBACKS CORNER SIDE	20 ft.	None	The subject site is located in Section 32-79-27
MINIMUM SETBACKS INTERSECTION	None *	None	Per FRM Panel #1904903110E, the site is located in Zone X, areas of minimal flood hazard.
MINIMUM SETBACKS REAR	None *	None	Iowa One-Call Design Ticket #551801280
MAX. BUILDING HEIGHT	60 ft.	None	
REQUIRED PARKING	1/5000 sq. ft. GFA	None	

* None unless adjacent to an R district then 30 feet

Vicinity Map



U.G.S.T. Notes

- (P) FILL W/SPILL CONTAINMENT & OVERSPILL PROTECTION (TYP.)
- (12345) TURBINE ENCLOSURE TYP. CONTAINS: SUB-PUMP W/LINE DETECTION,
TANK PROBE FOR FUEL MONITORING, INTERSTITIAL SENSOR AND
TANK SUMP SENSOR
- (V) VENT W/SPILL CONTAINMENT & EXTRACTOR
- SUMP SENSOR @ EACH DISPENSER.

General Notes

1. RELATED SHEETS: FOR ADDITIONAL INFORMATION NOT DIRECTLY
REFERENCED, SEE CIVIL PLANS DONE BY PELS ENGINEERING:

Misc. Notes

- Misc. #1:
DUMPSTER AREA 6' HEIGHT CHAIN LINK W/VINYL SLATES
4-6' GATES AND 4' SERVICE GATE
- Misc. #2
4 PRODUCT PRICE PYLON SIGN - REFER TO SIGNAGE PACKET

Legal Description:

Part of Parcel A, as recorded in Book 2907, Page 3580, in the office of the Dallas County
Recorder, all being in and forming a part of the City of Adell, Dallas County, Iowa, more
particularly described as follows:

Beginning at the Southeast corner of said Parcel A, THENCE North 89°38'19" West,
along the South line of said Parcel A, a distance of 304.92 feet; THENCE North
00°21'41" East, a distance of 33.00 feet; THENCE North 06°34'55" West, a distance of
275.00 feet; THENCE South 89°38'19" East, a distance of 300.00 feet to a point on
the West side of the Right-of-Way line of U.S. Highway 169 also known as Nile Knick Drive S.;
THENCE South 06°34'55" East, along said West side Right-of-Way line, a distance of
308.24 feet to the POINT OF BEGINNING, and containing 2.11 acres, more or less.

Legend

- MARKED PARKING SPACES
(PAINT LINES AS INDICATED)
- CONCRETE PAVING OR SIDEWALKS
(65,228 SQ. FT.)
- AREA TO BE SOO
- AREA LIGHTS (13 SHOWN)
REFER TO LIGHTING PLAN RL-5320-S1-R1
DONE BY RED LEONARD

TRUE PLAN A1 Site Layout Plan

SPECIAL REQUIREMENTS:
"DOUBLE BAY CARWASH"

PROJECT: CASEY'S CONSTRUCTION DIVISION One Commerce Blvd., P.O. Box 3001, Ankeny, Ia. 50021 515-965-6100	DATE: 03.16.18 REVISION: 09.24.18 10.01.18 10.23.18	SITE PLAN
ADDEL, IA.	CONSTRUCTION DIVISION	AL-101

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

1. Damage Sewer System. Maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sewer system.

(Code of Iowa, Sec. 716.1)

2. Surface Run-off or Groundwater. Connect a roof downspout, sump pump, exterior foundation drain, areaway drain, or other source of surface run-off or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

3. Manholes. Open or enter any manhole of the sewer system, except by authority of the Superintendent.

4. Objectionable Wastes. Place or deposit in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.

5. Septic Tanks. Construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage except as provided in these chapters.

(Code of Iowa, Sec. 364.12[3f])

6. Untreated Discharge. Discharge to any natural outlet within the City, or in any area under its jurisdiction, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of these chapters.

(Code of Iowa, Sec. 364.12[3f])

95.05 SEWER CONNECTION REQUIRED. The owners of any houses, buildings, or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley or right-of-way in which there is now located, or may in the future be located, a public sanitary or combined sewer, are hereby required to install, at such owner's expense, suitable toilet facilities therein and a building sewer connecting such facilities directly with the proper public sewer, and to maintain the same all in accordance with the provisions of these Sanitary Sewer chapters, such compliance to be completed within sixty (60) days after date of official notice from the City to do so provided that said public sewer is located within two hundred (200) feet (61 meters) of the property line of such owner and is of such design as to receive and convey by gravity such sewage as may be conveyed to it. Billing for sanitary sewer service will begin the date of official notice to connect to the public sewer.

(Code of Iowa, Sec. 364.12 [3f])

(IAC, 567-69.1[3])

95.06 SERVICE OUTSIDE THE CITY. The owners of property outside the corporate limits of the City so situated that it may be served by the City sewer system may apply to the Council for permission to connect to the public sewer upon the terms and conditions stipulated by resolution of the Council.

(Code of Iowa, Sec. 364.4 [2 & 3])

95.07 RIGHT OF ENTRY. The Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these Sanitary Sewer chapters. The Superintendent or representatives shall

CHAPTER 98

ON-SITE WASTEWATER SYSTEMS

98.01 When Prohibited
98.02 When Required
98.03 Compliance with Regulations
98.04 Permit Required

98.05 Discharge Restrictions
98.06 Maintenance of System
98.07 Systems Abandoned
98.08 Disposal of Septage

98.01 WHEN PROHIBITED. Except as otherwise provided in this chapter, it is unlawful to construct or maintain any on-site wastewater treatment and disposal system or other facility intended or used for the disposal of sewage.

(Code of Iowa, Sec. 364.12[3f])

98.02 WHEN REQUIRED. When a public sanitary sewer is not available under the provisions of Section 95.05, every building wherein persons reside, congregate or are employed shall be provided with an approved on-site wastewater treatment and disposal system complying with the provisions of this chapter.

(IAC, 567-69.1[3])

98.03 COMPLIANCE WITH REGULATIONS. The type, capacity, location and layout of a private on-site wastewater treatment and disposal system shall comply with the specifications and requirements set forth by the Iowa Administrative Code 567, Chapter 69, and with such additional requirements as are prescribed by the regulations of the County Board of Health.

(IAC, 567-69.1[3 & 4])

98.04 PERMIT REQUIRED. No person shall install or alter an on-site wastewater treatment and disposal system without first obtaining a permit from the County Board of Health.

98.05 DISCHARGE RESTRICTIONS. It is unlawful to discharge any wastewater from an on-site wastewater treatment and disposal system (except under an NPDES permit) to any ditch, stream, pond, lake, natural or artificial waterway, drain tile or to the surface of the ground.

(IAC, 567-69.1[3])

98.06 MAINTENANCE OF SYSTEM. The owner of an on-site wastewater treatment and disposal system shall operate and maintain the system in a sanitary manner at all times and at no expense to the City.

98.07 SYSTEMS ABANDONED. At such time as a public sewer becomes available to a property served by an on-site wastewater treatment and disposal system, as provided in Section 95.05, a direct connection shall be made to the public sewer in compliance with these Sanitary Sewer chapters and the on-site wastewater treatment and disposal system shall be abandoned and filled with suitable material.

(Code of Iowa, Sec. 364.12[3f])

98.08 DISPOSAL OF SEPTAGE. No person shall dispose of septage from an on-site treatment system at any location except an approved disposal site.

165.36 R-1 (HIGH DENSITY) SINGLE-FAMILY RESIDENTIAL DISTRICT. The regulations set forth in this section or elsewhere in this chapter which are applicable, shall apply in the R-1 (High Density) Single-Family Residential District. This also recognizes older areas of Adel.

1. Purpose and Intent. The purpose of this district is to provide space for the smallest standard lot for single-family living where public utilities and services are available and to encourage a suitable living environment through the promotion of public health, safety and welfare.
2. Permitted Uses.
 - A. Single-family detached dwellings.
 - B. Elder Home. Any residential facility which meets the definition of an elder home as defined in Chapter 414.29 and referenced sections of the Code of Iowa.
 - C. Family homes.
 - D. Home occupations.
 - E. Two Family Attached Dwellings. *(Ord. 290 — Jul. 13 Supp.)*
3. Accessory Uses.
 - A. Private garages.
 - B. Normal accessory buildings and structures for a dwelling such as: swimming pools, children's playhouses, radio and television receiving antennas, barbecue pits, playground equipment, tennis courts, greenhouses, gazebos, etc.
 - C. Temporary buildings for use incidental to construction work. Such buildings shall be removed upon the completion or abandonment of the construction work.
(Ord. 290 — Jul. 13 Supp.)
4. Conditional Uses. The following conditional uses may be allowed by the Board of Adjustment, provided such use complies with the requirements of this and all other City ordinances and is in accordance with the Comprehensive Plan of the City.
 - A. Public or private elementary, junior high or middle schools, high schools, and similar educational facilities, but not including boarding, rooming, or residential dwelling units.
 - B. Nursery schools and other child care (SIC 8351).
 - C. Churches and other religious organizations (SIC 8661).
 - D. Public or nonprofit museums and historic sites or buildings, including offices and support facilities accessory thereto.
 - E. Public utility facilities, including transmission and distribution equipment, substations, regulator stations, and buildings associated therewith, but not including facilities for maintenance or general operations or communication towers. Evidence shall be provided to show such facilities are essential to service the public, that no reasonable alternative exists, and that all

negative impacts, including aesthetics, have been mitigated to the extent possible.

F. Bed and breakfast houses.

G. Home occupation in accessory buildings.

5. Maximum Height Regulations. No principal building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height.

6. Lot Area, Frontage and Yard Set Back Requirements.

	Single Family	Two-Family	For Non-Dwellings
Lot Area	8,000 sq. ft.	10,000 sq. ft.	One Acre
Lot Frontage	65 feet	85 feet	150 feet
Front Yard Depth	25 feet	30 feet	50 feet
Side Yard (least width on any one side)	A total of 15 feet; one side may be reduced to not less than 7 feet; 15 feet for any other principal building.	10 feet	25 feet
Width (minimum sum of both side yards)	16 feet	20 feet	50 feet
Rear Yard Depths	25 feet	30 feet	50 feet

In the event public sewer is not available for a dwelling, the minimum lot area shall be 20,000 square feet.

(Ord. 321 – Aug. 17 Supp.)

7. Minimum Floor Area. Single-family dwellings shall have a minimum of one thousand (1,000) square feet of living space. If the dwelling is two or more stories high, the first floor living space shall contain a minimum of eight hundred (800) square feet.

8. Off-Street Parking Regulations.

A. There shall be two (2) parking spaces for each dwelling unit, exclusive of private garages.

B. For two-family dwellings: two (2) spaces per dwelling unit.

9. Off-Street Loading. The following off-street loading requirements apply in the R-1 District:

A. All activities or uses allowed in the R-1 District shall be provided with adequate receiving facilities accessible by motor vehicle off any adjacent service drive or open space on the same zoning lot.

B. Loading is not permitted to block public right-of-way.

[The next page is 863]

165.37 R-2 (MEDIUM DENSITY) SINGLE-FAMILY RESIDENTIAL DISTRICT.

1. Purpose. The purpose of this district is to provide space for medium sized lots for single-family living and two-family dwellings in intermediate locations in the interior of areas planned as neighborhoods that are or soon will be served by a full-range of public services.
2. Permitted Uses. Any use permitted in the R-1 District and accessory uses incidental to and on the same zoning lot as the principal use.
3. Accessory Uses.
 - A. Private garages.
 - B. Normal accessory buildings and structures for a dwelling, such as swimming pools, children's playhouses, radio and television receiving antennas, barbecue pits, playground equipment, tennis courts, etc.
 - C. Raising and keeping of animals is prohibited on a commercial basis.
 - D. Temporary buildings for use incidental to construction work. Such buildings shall be removed upon the completion or abandonment of the construction work.
4. Conditional Uses. The following conditional uses may be allowed by the Board of Adjustment subject to the requirements of this and all other City ordinances and in accordance with the Comprehensive Plan of the City.
 - A. Public or private elementary, junior high or middle schools, high schools, and similar educational facilities, but not including boarding, rooming, or residential dwelling units.
 - B. Cemeteries.
 - C. Churches and other religious organizations (SIC 8661).
 - D. Public or nonprofit museums and historic sites or buildings, including offices and support facilities accessory thereto.
 - E. Public utility facilities, including transmission and distribution equipment, substations, regulator stations, and buildings associated therewith, but not including facilities for maintenance or general operations or communication towers. Evidence shall be provided to show such facilities are essential to service the public, that no reasonable alternative exists, and that all negative impacts, including esthetics, have been mitigated to the extent possible.
 - F. Nursery schools and other child care (SIC 8351).
 - G. Bed and breakfast house.
 - H. Home occupation in accessory buildings.
5. Maximum Height Regulations. No principal building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height.

6. Lot Area, Frontage and Yard Set Back Requirements.

	For Dwellings	For Non-Dwellings
Lot area	10,000 square feet	one acre
Lot frontage	90 feet	150 feet
Front yard depth	30 feet	50 feet
Side yard (least width on any one side)	10 feet	25 feet
Width (minimum sum of both side yards)	20 feet	50 feet
Rear yard depths	30 feet	50 feet

In the event public sewer is not available for a dwelling, the minimum lot area shall be 20,000 square feet.

7. Minimum Floor Area. Single-family dwellings shall have a minimum of one thousand two hundred (1,200) square feet of living space. Two-family dwellings shall have a minimum of nine hundred fifty (950) square feet for each unit. If the building is two or more stories high, the first floor living space of a single-family dwelling shall contain a minimum of nine hundred (900) square feet; and the first floor living space of a two-family dwelling shall contain a minimum of seven hundred fifty (750) square feet.

8. Dwelling Width. The minimum dwelling width shall be 30 feet at the exterior dimension.

9. Off-Street Parking Regulations.

A. There shall be two (2) parking spaces for each dwelling unit, exclusive of private garages.

B. For two-family dwellings: two (2) spaces per dwelling unit.

10. Off-Street Loading. The following off-street loading requirements apply in the R-2 District:

A. All activities or uses allowed in the R-2 District shall be provided with adequate receiving facilities accessible by motor vehicle off any adjacent service drive or open space on the same zoning lot.

B. Loading is not permitted to block public right-of-way.

[The next page is 871]

165.38 R-3 LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT.

1. Purpose. The purpose of this district is to provide space for relatively large lots for single-family living and generally situated in the interior of areas planned as neighborhoods that are or soon will be served by a full-range of public services.

2. Permitted Uses. Any use permitted in the R-1 District.

(Ord. 290 – Jul. 13 Supp.)

3. Accessory Uses.

A. Private garages.

B. Normal accessory buildings and structures for a dwelling, such as swimming pools, children's playhouses, radio and television receiving antennas, barbecue pits, playground equipment, tennis courts, etc.

C. Raising and keeping of animals is prohibited on a commercial basis.

D. Temporary buildings for use incidental to construction work. Such buildings shall be removed upon the completion or abandonment of the construction work.

4. Conditional Uses. The following conditional uses may be allowed by the Board of Adjustment subject to the requirements of this and all other City ordinances and in accordance with the Comprehensive Plan of the City.

A. Public or private elementary, junior high or middle schools, high schools, and similar educational facilities, but not including boarding, rooming, or residential dwelling units.

B. Churches and other religious organizations (SIC 8661).

C. Public or nonprofit museums and historic sites or buildings, including offices and support facilities accessory thereto.

D. Public utility facilities, including transmission and distribution equipment, substations, regulator stations, and buildings associated therewith, but not including facilities for maintenance or general operations or communication towers. Evidence shall be provided to show such facilities are essential to service the public, that no reasonable alternative exists, and that all negative impacts, including esthetics, have been mitigated to the extent possible.

E. Nursery schools and other child care (SIC 8351).

F. Bed and breakfast house.

G. Clinics (SIC 8011, 8021, 8031, 8041, 8042, 8043, 8049).

5. Maximum Height Regulations. No principal building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height.

6. Lot Area, Frontage and Yard Set Back Requirements.

	For Dwellings	For Non-Dwellings
Lot area	20,000 square feet	one acre
Lot frontage	150 feet	200 feet
Front yard depth	50 feet	60 feet
Side yard (least width on any one side)	30 feet	30 feet
Width (minimum sum of both side yards)	60 feet	60 feet
Rear yard depths	60 feet	60 feet

In the event public sewer is not available for a dwelling, the minimum lot area shall be 20,000 square feet.

7. Minimum Floor Area. Single-family dwellings shall have a minimum of two thousand (2,000) square feet of living space. Two-family dwellings shall have a minimum of one thousand two hundred (1,200) square feet for each unit. If the building is two or more stories high, the first floor living space of a single-family dwelling shall contain a minimum of one thousand two hundred (1,200) square feet; and the first floor living space of a two-family dwelling shall contain a minimum of nine hundred (900) square feet.

8. Dwelling Width. The minimum dwelling width shall be 40 feet at the exterior dimension.

9. Off-Street Parking Regulations.

A. There shall be two (2) parking spaces for each dwelling unit, exclusive of private garages.

B. For two-family dwellings: two (2) spaces per dwelling unit.

10. Off-Street Loading. The following off-street loading requirements shall apply in the R-3 District:

A. All activities or uses allowed in the R-3 District shall be provided with adequate receiving facilities accessible by motor vehicle off any adjacent service drive or open space on the same zoning lot.

B. Loading shall not be permitted to block public right-of-way.

[The next page is 879]

evidence that the natural drainage for a large area traverses the subdivision. Drainage easements shall be sufficient in width so that motorized equipment may be used in their maintenance.

166.32 IMPROVEMENTS. Every subdivision shall contain normal improvements before acceptance or have such improvements assured by the posting of a bond or other device as set forth herein. Improvements shall include:

1. **Monuments.** Permanent monuments shall be set at each corner at the perimeter of the subdivision and at the corner of each block within the subdivision and at the corner of each lot. All monuments shall be metallic, at least thirty (30) inches long, and installed with an inert cap indicating the Iowa registration number of the land surveyor.

2. **Compaction.** *(Repealed by Ord. 322 – Oct. 17 Supp.)*

3. **Storm Drainage.** Storm drainage shall be provided with sufficient capacity to handle all surface water traversing the subdivision. The design of waterways, pipes, culverts and catch basins shall conform with standard practice, specific plans and standard specifications of the City. All storm drainage piping shall be cleaned, inspected, and tested per standard specifications of the City prior to acceptance.

(Ord. 322 – Oct. 17 Supp.)

4. **Sanitary Sewers.** Sanitary sewers shall be installed for service to each lot according to standard specifications of the City and shall meet the Iowa Department of Natural Resources regulations. The City may require over-sizing of the system to allow greater capacity for future use, and in said event, there shall be an arrangement or an agreement whereby the developer will be reimbursed in a satisfactory manner. Where public water supply and sanitary sewers are reasonably available, the Subdivider shall connect to these systems. Where the public systems are not available, the Subdivider shall indicate the type of water supply and sewage treatment proposed to be provided. The Subdivider shall include dry sewers where public sewer system is not available unless this requirement is waived by the City Council. All sewer piping shall be cleaned, inspected, and tested per standard specifications of the City prior to acceptance.

(Ord. 322 – Oct. 17 Supp.)

5. **Water Supply.** Water supply shall be completed to each lot in accordance with the design standards and standard specifications of the City. Fire hydrants shall be installed in a pattern approved by the City. All public water supply plans and specifications shall meet the Iowa Department of Natural Resources and City regulations. The City may require over-sizing of the system to allow greater capacity for future use, and in said event, there shall be an arrangement or an agreement whereby the developer will be reimbursed in a satisfactory manner.

6. **Grading.** Grading shall be completed to official grade on all streets for the full width of the right-of-way, and fills shall be compacted sufficiently to assure adequate support for permanent paving, as set forth by City specifications.

7. **Paving.** Paving of a permanent type shall be completed on all streets in accordance with the standard specifications of the City and in conformity with any official street plans which may be adopted by the Planning Commission or by the Council.

A. Minimum pavement thickness shall be six (6) inches reinforced or seven (7) inches of non-reinforced Portland cement concrete.

Resolution No. 18-90

A RESOLUTION APPROVING THE ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF ADEL AND MCCLURE ENGINEERING FOR THE ADEL WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, the City of Adel plans to complete a project known as the Adel Wastewater Treatment Plant Improvements Project and engineering plans are necessary for the construction of this project; and

WHEREAS, an Engineering Services Contract has been prepared and the City Council wishes to formally accept and approve this agreement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that the attached Engineering Services Contract between the City of Adel and McClure Engineering is hereby approved and accepted for the Adel Wastewater Treatment Plant Improvements Project.

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

James F. Peters, Mayor

Attest:

Brittany Sandquist, Deputy City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Adel, Iowa (“Owner”) and
McClure Engineering Company (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Adel Wastewater Treatment Plant (WWTP) Improvements (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Design, Advertise, and Bid Wastewater Treatment Plant (WWTP) Improvements on behalf of the Owner. Perform Construction Administration, Resident Project Representative, and Construction Staking services during construction. Additional services included under this Agreement: Land and Easement Acquisition, Geotechnical Coordination, Construction Staking, Loan Application and Administrative Services, Anti-Degradation Analysis and Facility Plan Amendments, Floodplain Permit Coordination and Application and Additional Meetings at the Request of the Owner, as detailed in Exhibit C. This Agreement replaces all previous agreements.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **Invoices must include a breakdown of services provided.**

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing-to-Construction-Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. **The Owner acknowledges the Engineer's drawings, specifications, and other documents and instruments prepared by Engineer for the Project ("Documents") as instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement if payment in full of all monies then contractually due to the Engineer prior to completion or termination have been made by the Owner. The Owner shall notify the Engineer in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project. The Owner's or its retained agent's or representative's modifications and/or reuse of the Instruments of Service for the Project without written authorization of the Engineer will be at the Owner's and/or other retained entities' sole risk and without liability or legal exposure to the Engineer.**
- ~~B. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.~~
- ~~C. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.~~
- ~~D. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and~~

~~without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~

- E. ~~If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.~~

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.E.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. ~~In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.~~

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnity for claims that arise from professional services:* To the fullest extent permitted by law, Engineer agrees to indemnify and hold the Owner, its officers, directors, members, partners, consultants, and employees harmless from and against any and all suits and claims of liability, arising out of the Engineer's negligent performance of professional services.
- C. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

- D. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- E. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- F. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- G. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the

Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract

Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an ~~Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work ~~(or a specified part thereof)~~ has progressed to the point where, in the opinion of Engineer, the Work ~~(or a specified part thereof)~~ is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work ~~(or a specified part thereof)~~ can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. – **NOT USED**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or

an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Adel, Iowa**

Engineer: **McClure Engineering Company**

By: _____
Print name: **James F. Peters**
Title: **Mayor**
Date Signed: _____

By: _____
Print name: **Gary Brons**
Title: **Project Manager**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: **Iowa**

Address for Owner's receipt of notices:

301 S. 10th Street

Adel, Iowa 50003

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Address for Engineer's receipt of notices:

1360 NW 121st Street, Suite A

Clive, Iowa 50325

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **Please refer to the Facility Plan Report submitted August 2017.**
 - b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**
 - c. **NOT USED**
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**

[none]

15. Furnish [3] review copies of the Report and any other Study and Report Phase deliverables to Owner within [120] days of the Effective Date and review it with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [30] days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 10. Furnish **three (3)** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **180** days of authorization to proceed with this phase, and review them with Owner. Within **seven (7)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **three (3)** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **30** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
 10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, **three (3)** copies of the final Drawings and Specifications, assembled drafts of other Construction

Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **180** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **seven (7)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, **and applicable regulatory agencies** as appropriate, and submit **three (3)** final copies of such documents to Owner within **30** days after receipt of Owner's **and applicable regulatory agencies'** comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating,

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **two (2)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 - 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 10. **Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.**
 11. **Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate **and chair** in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so, maintain~~ **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an

experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.**
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified

indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. **Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.**
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **(c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions

precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.** ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

- a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
- 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 - a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.**
- 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. **[Deleted]**
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. **Soil Boring Coordination: Engineer shall prepare a Request for Proposals to Geotechnical Engineering Firms for soil borings at the proposed wastewater treatment plant site.**

Engineer shall review proposals and recommend firm to Owner for contract award. Costs for geotechnical investigations are not included in this Agreement.

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with 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 expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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1. 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.
- B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following: Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.
 - C. Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.
 - D. Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
 - E. Where the owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of **5** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$1,450,000** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$55,000 (Previously Incurred Cost)
b. Preliminary Design Phase	\$460,000
c. Final Design Phase	\$550,000
d. Bidding and Negotiating Phase	\$20,000
e. Construction Phase	\$360,000
f. Post-Construction Phase	\$5,000
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **16** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

C. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$415,000**. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges):
 - a. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rate Schedule," the Standard Hourly Rate for RPR services is \$_____ per hour.**
 - b. **RPR Reimbursable Expenses include, but are not limited to mileage, meals, hotels, materials, etc.**
3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a **540** day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

An itemized list of estimated Additional Services is provided below:

a. Land and Easement Acquisition	TBD
b. Geotechnical Coordination	\$4,000.00
c. Construction Staking	\$14,500.00
d. Anti-Degradation Analysis & Facility Plan Amendments	\$10,000.00
e. Floodplain Coordination and Permitting	TBD
f. Other Meetings as Requested By Owner	\$3,000.00

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Equipment	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Miscellaneous Expenses	
Survey Vehicle Mileage	\$0.70/mile
Automobile Mileage (current IRS rate)	\$0.545/mile
Printing	At Cost
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Administrative	\$70.00/hour
Client Liaison	\$180.00/hour
Engineer I	\$100.00/hour
Engineer II	\$130.00/hour
Engineer III	\$160.00/hour
Engineer IV	\$195.00/hour
Project Manager I	\$160.00/hour
Project Manager II	\$180.00/hour
Principal	\$210.00/hour
Senior Principal	\$265.00/hour
Community Planner I	\$125.00/hour
Community Planner II	\$150.00/hour
Engineering Tech I	\$80.00/hour
Engineering Tech II	\$95.00/hour
Engineering Tech III	\$110.00/hour
Engineering Tech IV	\$145.00/hour
Land Surveyor I	\$120.00/hour
Land Surveyor II	\$150.00/hour
On-Site Representative I	\$95.00/hour
On-Site Representative II	\$135.00/hour
Crew Chief	\$110.00/hour
Crew Member	\$80.00/hour
Intern	\$65.00/hour
Survey Crew	\$190.00/hour

This is **EXHIBIT D**, consisting of **5** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - 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 portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, 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. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Exhibit D - Resident Project Representative.

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- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable."**

12. *Reports:*

- a. Furnish to 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. **[Deleted]**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *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.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$1,000,000**
 - 2) Bodily injury by disease, each employee: **\$1,000,000**
 - 3) Bodily injury/disease, aggregate: **\$1,000,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$5,000,000**
 - 2) General Aggregate: **\$5,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$2,000,000**
 - 2) Annual Aggregate **\$2,000,000**
- g. Other (specify): **\$N/A**

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$[]
 - 2) Bodily injury by Disease, Each Employee \$[]
 - 3) Bodily injury/Disease, Aggregate \$[]
- c. General Liability --
 - 1) General Aggregate: \$[]
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$[]
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$[]
 - 2) General Aggregate: \$[]
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
\$[]
- f. Other (specify): \$[]

B. *Additional Insureds:*

- 1. ~~The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~
 - a. ~~_____~~
Engineer
 - b. ~~_____~~
Engineer's Consultant
 - c. ~~[]~~
Engineer's Consultant
 - d. ~~_____~~
Property/ROW Owner
- 2. ~~During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

- a. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Adel, Iowa as an Additional Insured does not waive any defenses of the government immunity available to the City of Adel, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation **by a mediator agreed upon by both parties to this Agreement.** ~~by here insert name of mediator, or mediation service.~~ Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of **\$2,000,000.00** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, ~~including but not limited to:~~
3. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

Resolution No. 18-91

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ADEL, IOWA, AND TIMBERVIEW WEST, LLC FOR THE PURPOSE OF SATISFYING IOWA DEPARTMENT OF TRANSPORTATION (DOT) REQUIREMENTS FOR TIMBERVIEW WEST PLAT 4 TURN LANE IMPROVEMENTS

WHEREAS, Timberview West, LLC (“Developer”) is the owner and developer of Timberview West, a residential subdivision located in the City of Adel; and

WHEREAS, Timberview West, Plats 1-3, have been approved by the City of Adel; and

WHEREAS, Timberview West, Plat 4, was approved at the preliminary plat stage on April 14, 2015, however, a final plat has not been approved by the City; and

WHEREAS, the Iowa Department of Transportation (“DOT”) has informed Developer that turn lanes must be installed on Hwy 169 to accommodate the traffic turning into and out of Timberview West prior to approval of the final plat for Timberview West, Plat 4; and

WHEREAS, the City intends to make improvements to Hwy 169 in the near future and has requested that Developer contribute funds to that project, rather than complete its own separate, lane widening project; and

WHEREAS, the Iowa DOT and Developer have agreed to this proposal.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA that the City of Adel enter into an agreement (see attached Exhibit A) with Timberview West, LLC for the purpose satisfying Iowa Department of Transportation requirements for Timberview West Plat 4 turn lane improvements.

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

James F. Peters Mayor

Attest: _____
Brittany Sandquist, Deputy City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made as of this ____ day of _____, 2018, by and between the CITY OF ADEL, IOWA ("City"), a municipal corporation with its general offices at 301 South Tenth Street, Adel, Iowa, 50003, and TIMBERVIEW WEST, LLC, an Iowa company ("Developer"), with its office at 17389 Berkshire Parkway, Clive, Iowa 50325.

RECITALS:

WHEREAS, Developer is the owner and developer of Timberview West, a residential subdivision located in the City of Adel;

WHEREAS, Timberview West, Plats 1-3, have been approved by the City of Adel;

WHEREAS, Timberview West, Plat 4, was approved at the preliminary plat stage on April 14, 2015, however, a final plat has not been approved by the City;

WHEREAS, the Iowa DOT has informed Developer that turn lanes must be installed on Hwy 169 to accommodate the traffic turning into and out of Timberview West prior to approval of the final plat for Timberview West, Plat 4;

WHEREAS, the City intends to make improvements to Hwy 169 in the near future and has requested that Developer contribute funds to that project, rather than complete its own separate, lane widening project;

WHEREAS, the Iowa DOT and Developer have agreed to this proposal.

NOW THEREFORE, in consideration of the above stated recitals, undertakings, and conditions, it is agreed as follows:

1. Developer shall pay \$147,910.13 to the City of Adel by November 30, 2018. This payment is equal to the cost estimate provided by Civil Design Advantage to Developer for the total estimated cost of installing the required turn lanes on Hwy 169.
2. These funds shall be used by the City in its Hwy 169 widening project. The funds may be contributed to any portion of the overall project, at the City's sole discretion.
3. This contribution by Developer shall satisfy the turn lane requirement for final plat approval of Timberview West, Plat 4.
4. Severability. If a provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity of enforceability of any other part or provision of this Agreement, unless such invalid or unenforceable provision goes to the very essence of the Agreement.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

6. Costs. In the event that either party institutes any action, suit, or arbitration proceeding to enforce the provisions of this Agreement, each Party shall bear its own costs and attorneys' fees.

7. Non-Waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

8. Force Majeure. No Party shall be liable for any delay or failure of performance if and to the extent such delay or failure is caused by circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, provided that the non-performing party uses its best efforts to overcome the same.

9. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

10. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in name and its behalf by its Mayor and its seal to be duly affixed and attested to by its City Clerk as of the date first above written.

CITY OF ADEL, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA :
: SS
COUNTY OF DALLAS :

On this ____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Adel, Iowa, a municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipality, and that said instrument was signed and sealed on behalf of said municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public – State of Iowa

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and on its behalf by its authorized representative as of the date first above written.

TIMBERVIEW WEST LLC

By: _____
Name

STATE OF IOWA :
 : ss
COUNTY OF _____ :

On this ____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared NAME, to me personally known, who being duly sworn, did say that he is the TITLE of DEVELOPER, and that said instrument was signed and sealed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.

Notary Public – State of Iowa

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE City CouncilOF THE City of Adel, Iowa

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Municipal Water System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Adel, Iowa

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

\$16,603,000pursuant to the provisions of the City Code of Iowa, including sections 384.24A and 384.83; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 2,302,000

under the terms offered by the Government; that the Mayor, City Clerk

and Deputy City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council of the

City of Adel, Iowa has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, 13th day of November, 2018

City of Adel, Iowa

(SEAL)

By _____

Attest:

Title

Mayor

Title Deputy City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____
hereby certify that the _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE City CouncilOF THE City of Adel, IowaAUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Municipal Sewer System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Adel, Iowa

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
\$6,041,000pursuant to the provisions of the City Code of Iowa, including sections 384.24A and 384.83, and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ N/A

under the terms offered by the Government; that the Mayor, City Clerk

and Deputy City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council of the

City of Adel, Iowa has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, 13th day of November, 2018

City of Adel, Iowa

(SEAL)

By _____

Attest:

Title

Mayor

Title Deputy City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____
hereby certify that the _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE City CouncilOF THE City of Adel, IowaAUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Municipal Sewer System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Adel, Iowa

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
\$10,880,000pursuant to the provisions of the City Code of Iowa, including sections 384.24A and 384.83; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 4,655,000

under the terms offered by the Government; that the Mayor, City Clerk

and Deputy City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council of the

City of Adel, Iowa has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, 13th day of November, 2018

City of Adel, Iowa

(SEAL)

By _____

Attest:

Title Mayor

Title Deputy City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____
hereby certify that the _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



FEMA

NOV 02 2018
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable James Peters
Mayor, City of Adel
Post Office Box 248
Adel, Iowa 50003

Dear Mayor Peters:

I am writing this letter as an official reminder that the City of Adel, Iowa, has until December 7, 2018, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(d) of the National Flood Insurance Program (NFIP) regulations.

The City of Adel must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by December 7, 2018, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

Your NFIP State Coordinator and FEMA would like to assist the City of Adel to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your NFIP State Coordinator or the FEMA Regional Office if the City of Adel is encountering difficulties in enacting its measures.

The Honorable James Peters

NOV 02 2018

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I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Iowa Department of Natural Resources. Bill Cappuccio, the NFIP State Coordinator, is accessible by telephone at (515) 281-8942, in writing at 502 East Ninth Street, Des Moines, Iowa 50319, or by electronic mail at bill.cappuccio@dnr.iowa.gov.

The FEMA Regional staff in Kansas City, Missouri, is also available to assist you with your floodplain management measures. The FEMA Regional Office may be contacted by telephone at (816) 283-7003 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region VII, at 11224 Holmes Street, Kansas City, Missouri 64131-3626.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Sincerely,



Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

Enclosure

cc: Dean Ownby, Floodplain Management and Insurance Branch Chief, FEMA Region VII
Bill Cappuccio, NFIP State Coordinator, Iowa Department of Natural Resources
Steve Nichols, Building Inspector, City of Adel

§ 60.3 Flood plain management criteria for flood-prone areas.

The Federal Insurance Administrator will provide the data upon which flood plain management regulations shall be based. If the Federal Insurance Administrator has not provided sufficient data to furnish a basis for these regulations in a particular community, the community shall obtain, review and reasonably utilize data available from other Federal, State or other sources pending receipt of data from the Federal Insurance Administrator. However, when special flood hazard area designations and water surface elevations have been furnished by the Federal Insurance Administrator, they shall apply. The symbols defining such special flood hazard designations are set forth in §64.3 of this subchapter. In all cases the minimum requirements governing the adequacy of the flood plain management regulations for flood-prone areas adopted by a particular community depend on the amount of technical data formally provided to the community by the Federal Insurance Administrator. Minimum standards for communities are as follows:

(a) When the Federal Insurance Administrator has not defined the special flood hazard areas within a community, has not provided water surface elevation data, and has not provided sufficient data to identify the floodway or coastal high hazard area, but the community has indicated the presence of such hazards by submitting an application to participate in the Program, the community shall:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas;
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334;
- (3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall (i) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, (ii) be constructed with materials resistant to flood damage, (iii) be constructed by methods and practices that minimize flood damages, and (iv) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (4) Review subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to assure that (i) all such proposals are consistent with the need to minimize flood damage within the flood-prone area, (ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and (iii) adequate drainage is provided to reduce exposure to flood hazards;
- (5) Require within flood-prone areas new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and
- (6) Require within flood-prone areas (i) new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and (ii) onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

(b) When the Federal Insurance Administrator has designated areas of special flood hazards (A zones) by the publication of a community's FHBM or FIRM, but has neither produced water surface elevation data nor identified a floodway or coastal high hazard area, the community shall:

- (1) Require permits for all proposed construction and other developments including the placement of manufactured homes, within Zone A on the community's FHBM or FIRM;
- (2) Require the application of the standards in paragraphs (a) (2), (3), (4), (5) and (6) of this section to development within Zone A on the community's FHBM or FIRM;

flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(6) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites

(i) Outside of a manufactured home park or subdivision,

(ii) In a new manufactured home park or subdivision,

(iii) In an expansion to an existing manufactured home park or subdivision, or

(iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation collapse and lateral movement.

(7) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified);

(8) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of nonresidential structures (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or (ii) together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in §60.3(c)(3)(ii);

(9) Require within any A99 zones on a community's FIRM the standards of paragraphs (a)(1) through (a)(4)(i) and (b)(5) through (b)(9) of this section;

(10) Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(11) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(12) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A-1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (c)(6) of this section be elevated so that either

(i) The lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

(13) Notwithstanding any other provisions of §60.3, a community may approve certain development in Zones A1-30, AE, and AH, on the community's FIRM which increase the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision, fulfills the requirements for such a revision as established under the provisions of §65.12, and receives the approval of the Federal Insurance Administrator.

(14) Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use, or

codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (i) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and,
- (ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.

Such enclosed space shall be useable solely for parking of vehicles, building access, or storage.

(6) Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, and V on the community's FIRM;

(7) Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.

(8) Require that manufactured homes placed or substantially improved within Zones V1-30, V, and VE on the community's FIRM on sites

- (i) Outside of a manufactured home park or subdivision,

- (ii) In a new manufactured home park or subdivision,

- (iii) In an expansion to an existing manufactured home park or subdivision, or

- (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (c)(2) through (7) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the community's FIRM meet the requirements of paragraph (c)(12) of this section.

(9) Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either

- (i) Be on the site for fewer than 180 consecutive days,

- (ii) Be fully licensed and ready for highway use, or

- (iii) Meet the requirements in paragraphs (b)(1) and (e) (2) through (7) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(f) When the Federal Insurance Administrator has provided a notice of final base flood elevations within Zones A1-30 or AE on the community's FIRM, and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified flood protection restoration areas by designating Zones AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A, the community shall:

- (1) Meet the requirements of paragraphs (c)(1) through (14) and (d)(1) through (4) of this section.

- (2) Adopt the official map or legal description of those areas within Zones AR, AR/A1-30, AR/AE, AR/AH, AR/A, or AR/AO that are designated developed areas as defined in §59.1 in accordance with the eligibility procedures under §65.14.

- (3) For all new construction of structures in areas within Zone AR that are designated as developed areas and in other areas within Zone AR where the AR flood depth is 5 feet or less:

- (i) Determine the lower of either the AR base flood elevation or the elevation that is 3 feet above highest adjacent grade; and

- (ii) Using this elevation, require the standards of paragraphs (c)(1) through (14) of this section.

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on the 27th day of November, 2018, at 6:00 p.m., in the council chambers at Adel City Hall, 301 S. 10th Street, Adel, Iowa. During the public hearing, the Council will consider changes to Chapter 160, Flood Plain Regulations, of the Adel Code of Ordinances. These changes include updating the official Flood Plain Zoning Map. A list of all changes may be viewed at City Hall, 301 S. 10th Street, Adel, IA during business hours of 8:30 a.m. to 4:30 p.m.

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 414.4 of the Code of Iowa.

Dated this 15th day of November, 2018.

Brittany Sandquist
Deputy City Clerk, Adel, Iowa

CHAPTER 160

FLOOD PLAIN REGULATIONS

160.01 Purpose	160.14 Administration
160.02 Definitions	160.15 Flood Plain Development Permit Required
160.03 Lands to Which Chapter Applies	160.16 Application for Permit
160.04 Rules for Interpretation of District Boundaries	160.17 Action on Permit Application
160.05 Compliance	160.18 Construction and Use to Be as Provided in Application and Plans
160.06 Abrogation and Greater Restrictions	160.19 Conditional Uses, Appeals and Variances
160.07 Interpretation	160.20 Factors Upon Which the Decision to Grant Variances Is Based
160.08 Warning and Disclaimer of Liability	160.21 Conditions Attached to Variances
160.09 Establishment of Zoning (Overlay) Districts	160.22 Appeals to the Court
160.10 Floodway (Overlay) District – FW	160.23 Nonconforming Uses
160.11 Floodway Fringe (Overlay) District – FF	160.24 Amendments
160.12 General Flood Plain (Overlay) District – FP	
160.13 Shallow Flooding (Overlay) District – SF	

160.01 STATUTORY AUTHORITY. The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

160.02 PURPOSE. It is the purpose of this chapter to protect and preserve the rights, privileges and property of the City and its residents and to preserve and improve the peace, safety, health, welfare and comfort and convenience of its residents by minimizing flood losses with provisions designed to:

1. Reserve sufficient flood plain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
2. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flood or which cause excessive increases in flood heights or velocities.
3. Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
4. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
5. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

160.03 DEFINITIONS. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. “Appurtenant Structure” means a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure
- 1.2. “Base flood” means the flood having one percent (1%) chance of being equaled or exceeded in any given year. (See 100-year flood.)
3. “Base Flood Elevation” means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.
- 2.4. “Basement” means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see “lowest floor.”

- 3.5. "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.
6. "Enclosed Area Below Lowest Floor" means the floor of the lowest enclosed area in a building when all the following criteria are met:
- a. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of SECTION 160.13 (4) A of this Ordinance, and
 - b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
 - c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
 - d. The enclosed area is not a "basement" as defined in this section.
- 4.7. "Existing construction" means any structure for which the "start of construction" commenced before the effective date of the community's Flood Insurance Rate Map. May also be referred to as "existing structure."
- 5.8. "Existing factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the effective date of these flood plain management regulations.
- 6.9. "Expansion of existing factory-built home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- 7.10. "Factory-built home" means any structure designed for residential use which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. For the purpose of this chapter, factory-built homes include mobile homes, manufactured homes and modular homes and also includes "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.
- 8.11. "Factory-built home park" means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
- 9.12. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

- ~~10.13.~~ "Flood Insurance Rate Map (FIRM)" means the official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.
- ~~11.14.~~ "Flood Insurance Study" means a report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.
- ~~12.15.~~ "Flood plain" means any land area susceptible to being inundated by water as a result of a flood.
- ~~13.16.~~ "Flood plain management" means an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of flood plains, including but not limited to emergency preparedness plans, flood control works, floodproofing and flood plain management regulations.
- ~~14.17.~~ "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities which will reduce or eliminate flood damage to such structures.
- ~~15.18.~~ "Floodway" means the channel of a river or stream and those portions of the flood plains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.
- ~~19.~~ "Floodway fringe" means those portions of the ~~flood plain, other than the floodway, which can be filled, leveed, or otherwise obstructed without causing substantially higher flood levels or flow velocities~~Special Flood Hazard Area outside of the floodway.
- ~~16.20.~~ "Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- ~~17.21.~~ "Historic structure" means any structure that is:
- A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing in the National Register;
 - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
 - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either (i) an approved state program as determined by the Secretary of the Interior or (ii) directly by the Secretary of the Interior in states without approved programs.
- ~~18.22.~~ "Lowest floor" means the floor of the lowest enclosed area in a building including a basement except when ~~all the following criteria listed in the definition of Enclosed Area Below Lowest Floor~~ are met:

- A. The enclosed area is designed to flood to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of Section 160.11(4)(A); and
- B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage; and
- C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the 100-year flood level; and
- D. The enclosed area is not a "basement" as defined in this section.

In cases where the lowest enclosed area satisfies criteria A, B, C and D above, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.

23. "Minor Projects" means small development activities (except for filling, grading and excavating) valued at less than \$500.

19.24. "New construction" (new buildings, factory-built home parks) means those structures or development for which the start of construction commenced on or after the effective date of the Flood Insurance Rate Map.

20.25. "New factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of these flood plain management regulations.

21. "100-Year Flood" means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded at least once every one hundred (100) years.

26. "Routine Maintenance of Existing Buildings and Facilities" means repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

A. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;

B. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work;

C. Basement sealing;

D. Repairing or replacing damaged or broken window panes;

E. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

22.27. "Recreational vehicle" means a vehicle which is:

- A. Built on a single chassis;
- B. Four hundred (400) square feet or less when measured at the largest horizontal projection;

- C. Designed to be self-propelled or permanently towable by a light duty truck; and
 - D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.
- 23.28. "Special flood hazard area" means the land within a community subject to the ~~"100-year base~~ flood." This land is identified as Zone A, A1-30, AE, AH, AO, AR and/or A99 on the community's Flood Insurance Rate Maps.
- 24.29. "Start of construction" includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.
- 25.30. "Structure" means anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.
- 26.31. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.
- ~~OPTIONAL LANGUAGE: Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.)~~
- 27.32. "Substantial improvement" means any improvement to a structure which satisfies either of the following criteria:
- A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either (i) before the "start of construction" of the improvement, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred. The term does not, however, include any project for improvement of a structure to comply with existing State or local health, sanitary, or safety code specifications which are solely necessary to assure safe conditions for the existing use. The term also does not include any alteration of an "historic structure," provided the alteration will not preclude the structure's designation as an "historic structure."

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B. Any addition which increases the original floor area of a building by twenty-five percent (25%) or more. All additions constructed after the effective date of the Flood Insurance Rate Map, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed twenty-five percent.

~~28.33.~~ "Variance" means a grant of relief by a community from the terms of the flood plain management regulations.

~~29.34.~~ "Violation" means the failure of a structure or other development to be fully compliant with this chapter.

160.034 LANDS TO WHICH CHAPTER APPLIES. The provisions of this chapter shall apply to all lands within the jurisdiction of the City shown on the Official Flood Plain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, and General Flood Plain ~~and Shallow Flooding~~ (Overlay) Districts. The Flood Insurance Rate Map Panels 19049C0195F, 0310F and 0330F prepared as part of the Flood Insurance Study for Dallas County, Iowa and Incorporated Areas, dated December ~~4 7, 2007-2018~~ is hereby adopted by reference and declared to be the Official Flood Plain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. 236 – Oct. 07 Supp.)

160.045 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES. The boundaries of the zoning district areas shall be determined by scaling distances on the Official Flood Plain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Zoning Administrator shall make the necessary interpretation. The Zoning Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Zoning Administrator in the enforcement or administration of this chapter.

160.056 COMPLIANCE. No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this chapter and other applicable regulations which apply to uses within the jurisdiction of this chapter.

160.067 ABROGATION AND GREATER RESTRICTIONS. It is not intended by this chapter to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provision of this chapter shall prevail. Any ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.

160.078 INTERPRETATION. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

160.082 WARNING AND DISCLAIMER OF LIABILITY. The standards required by this chapter are considered reasonable for regulatory purposes. This chapter does not imply that areas outside the designated Flood Plain (Overlay) District areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City or any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

160.10 SEVERABILITY. If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

160.0911 ESTABLISHMENT OF ZONING (OVERLAY) DISTRICTS. The flood plain areas within the jurisdiction of this chapter are hereby divided into the following districts:

1. Floodway District (FW)
2. Floodway Fringe District (FF)
3. General Flood Plain District (FP)
- ~~4. Shallow Flooding District (SF).~~

The boundaries are as shown on the Official Flood Plain Zoning Map. Within these districts all uses not allowed as permitted uses or permissible as conditional uses are prohibited unless a variance to the terms of this chapter is granted after due consideration by the Board of Adjustment.

160.10—12 FLOODWAY (OVERLAY) DISTRICT - FW.

1. Permitted Uses. The following uses shall be permitted within the Floodway District to the extent they are not prohibited by any other ordinance (or underlying zoning district) and provided they do not include placement of structures, factory-built homes, fill or other obstruction, the storage of material or equipment, excavation or alteration of a watercourse.
 - A. Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming, and wild crop harvesting.
 - B. Industrial-commercial uses such as loading areas, parking areas, airport landing strips.
 - C. Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.
 - D. Residential uses such as lawns, gardens, parking areas and play areas.
 - E. Such other open-space uses similar in nature to the above uses.
2. Conditional Uses. The following uses which involve structures (temporary or permanent), fill, storage of materials or equipment, excavation or alteration of a watercourse may be permitted only upon issuance of a conditional use permit by the Board of Adjustment as provided for in Section 160.19. Such uses must also meet the applicable provisions of the Floodway District Performance Standards.
 - A. Uses or structures accessory to open-space uses.
 - B. Circuses, carnivals, and similar transient amusement enterprises.
 - C. Drive-in theaters, new and used car lots, roadside stands, signs, and billboards.
 - D. Extraction of sands, gravel, and other materials.

- E. Marinas, boat rentals, docks, piers, and wharves.
 - F. Utility transmission lines and underground pipelines.
 - G. Other uses similar in nature to uses described in subsection 1 and in this subsection which are consistent with the provisions of subsection 3 and the general spirit and purpose of this chapter.
3. Performance Standards. All Floodway District uses allowed as a permitted or conditional use shall meet the following standards:
- A. No use shall be permitted in the Floodway District that would result in any increase in the 100-year base flood level/elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands. B. All uses within the Floodway District shall:
 - (1) Be consistent with the need to minimize flood damage.
 - (2) Use construction methods and practices that will minimize flood damage.
 - (3) Use construction materials and utility equipment that are resistant to flood damage.
 - C. No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other facility or system.
 - D. Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - E. Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.
 - F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
 - G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
 - H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
 - I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

160.413 FLOODWAY FRINGE (OVERLAY) DISTRICT - FF. All uses within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District. All uses must be consistent with the need to minimize flood damage and shall meet the following applicable performance standards.

1. All structures shall:
 - A. Be adequately anchored to prevent flotation, collapse or lateral movement of the structure.
 - B. Use construction materials and utility equipment that are resistant to flood damage.
 - C. Use construction methods and practices that will minimize flood damage.
2. Residential ~~Buildings~~Structures. All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one foot above the ~~100-yearbase~~ flood ~~level~~elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the 100-year flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers) may be allowed, subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding. All new residential structures shall be provided with a means of access which will be passable by wheeled vehicles during the 100year flood.
3. Nonresidential ~~Buildings~~Structures. All new or substantially improved non-residential buildings shall have the lowest floor (including basement) elevated a minimum of one foot above the ~~100-yearbase~~ flood ~~level~~elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year flood; and that the structure, below the 100-year flood level, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to ~~National Geodetic~~North American Vertical Datum) to which any structures are floodproofed shall be maintained by the Administrator.
4. All new and substantially improved structures.
 - A. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 - (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (2) The bottom of all openings shall be no higher than one foot above grade.
 - (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

- B. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- C. New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. Factory-built Homes.
- A. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.
- B. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
6. Utility and Sanitary Systems.
- A. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
- B. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one foot above the 100-yearbase flood elevation.
- C. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one foot above the 100-yearbase flood elevation.
- D. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
7. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the 100-yearbase flood levelelevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.
8. Flood control structural works such as levees, flood-walls, etc. shall provide, at a minimum, protection from a 100-yearbase flood with a minimum of 3 feet of design freeboard and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the Department of Natural Resources.

9. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
10. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this chapter. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the 100-yearbase flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include 100-yearbase flood elevation data for those areas located within the Flood Plain (Overlay) District.
11. Accessory Structures to Residential Uses.
 - A. Detached garages, sheds, and similar structures accessory that are incidental to a residential use are exempt from the 100-yearbase flood elevation requirements where the following criteria are satisfied:
 - (1) The structure shall not be used for human habitation. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage.
 - (2) The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 square feet. Those portions of the structure located less than one (1) foot above the BFE must be constructed of flood-resistant materials.
 - (3) The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
 - (4) The structure shall be firmly anchored to prevent flotation, collapse and lateral movement -which may result in damage to other structures.
 - (5) The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the 100-yearbase flood ~~level~~elevation.
 - (5)(6) The structure's walls shall include openings that satisfy the provisions of SECTION 160.13 (4) A of this Ordinance.
 - B. Exemption from the 100-yearbase flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.
12. Recreational Vehicles.
 - A. Recreational vehicles are exempt from the requirements of Section 160.~~44~~13(5) of this chapter regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.
 - (1) The recreational vehicle shall be located on the site for less than 180 consecutive days, and

(2) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

B. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Section 160.1413(5) of this chapter regarding anchoring and elevation of factory-built homes.

13. Pipeline river and stream crossings shall be buried in the stream bed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

160.1412 GENERAL FLOOD PLAIN (OVERLAY) DISTRICT - FP.

1. Permitted Uses. The following uses shall be permitted within the General Flood Plain District to the extent they are not prohibited by any other ordinance (or underlying zoning district) and provided they do not include placement of structures, factory-built homes, fill or other obstructions; the storage of materials or equipment; excavation or alteration of a watercourse.

- A. Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming, and wild crop harvesting.
- B. Industrial-commercial uses such as loading areas, parking areas, and airport landing strips.
- C. Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails.
- D. Residential uses such as lawns, gardens, parking areas and play areas.

2. Conditional Uses. Any use which involves placement of structures, factorybuilt homes, fill or other obstructions; the storage of materials or equipment; excavation or alteration of a watercourse may be allowed only upon issuance of a conditional use permit by the Board of Adjustment as provided for in Section 160.19. All such uses shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the 100-year flood level. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

3. Performance Standards.

A. All conditional uses, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District (Section 160.10).

B. All conditional uses, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable standards of the Floodway Fringe (Overlay) District (Section 160.11).

~~160.13—SHALLOW FLOODING (OVERLAY) DISTRICT—SF.~~ All uses within the Shallow Flooding District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the Shallow Flooding District. The performance standards for the Shallow Flooding District shall be the same as the performance standards for the Floodway Fringe District with the following exceptions:

- ~~1. In shallow flooding areas designated as an AO Zone on the Flood Insurance Rate Map, the minimum floodproofing/flood protection elevation shall be equal to the number of feet as specified on the Flood Insurance Rate Map (or a minimum of 2.0 feet if no number is specified) above the highest natural grade adjacent to the structure.~~
- ~~2. In shallow flooding areas designated as an AH Zone on the Flood Insurance Rate Map, the minimum floodproofing/flood protection elevation shall be equal to the elevation as specified on the Flood Insurance Rate Map.~~

160.1415 ADMINISTRATION. The Zoning Administrator shall administer and enforce this chapter and will herein be referred to as the Administrator. The duties and responsibilities of the Administrator include, but are not necessarily limited to, the following:

1. Review all flood plain development permit applications to assure that the provisions of this chapter will be satisfied.
2. Review all flood plain development permit applications to assure that all necessary permits have been obtained from Federal, State or local governmental agencies including approval when required from the Department of Natural Resources for flood plain construction.
3. Record and maintain a record of (i) the elevation (in relation to National Geodetic North American Vertical Datum) of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation to which new or substantially improved structures have been floodproofed.
4. Notify adjacent communities and/or countries and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
5. Keep a record of all permits, appeals, and such other transactions and correspondence pertaining to the administration of this chapter.
6. Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
7. Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.
8. Review subdivision proposals to insure such proposals are consistent with the purpose of this chapter and advise the Council of potential conflicts.

9. Maintain the accuracy of the community's Flood Insurance Rate Maps when:

A. Development placed within the Floodway (Overlay) District results in any of the following:

1. An increase in the Base Flood Elevations, or
2. Alteration to the floodway boundary

B. Development place in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or

C. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

10. Perform site inspections to ensure compliance with the standards of this Ordinance.

11. Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

160.45-16 FLOOD PLAIN DEVELOPMENT PERMIT REQUIRED. A Flood Plain Development Permit issued by the Administrator shall be secured prior to any flood plain development (any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations) including the placement of factory-built homes.

160.46-17 APPLICATION FOR PERMIT. Application for a Flood Plain Development Permit shall be made on forms supplied by the Administrator and shall include the following information.

1. Description of the work to be covered by the permit for which application is to be made.
2. Description of the land on which the proposed work is to be done (i.e., lot, block, tract, street address or similar description) that will readily identify and locate the work to be done.
3. Indication of the use or occupancy for which the proposed work is intended.
4. Elevation of the ~~100-year~~base flood.
5. Elevation (in relation to ~~National Geodetic~~North American Vertical Datum) of the lowest floor (including basement) of buildings or of the level to which a building is to be floodproofed.
6. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
7. Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this chapter.

160.4718 ACTION ON PERMIT APPLICATION. The Administrator shall, within a reasonable time, make a determination as to whether the proposed flood plain development meets the applicable standards of this chapter and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefor. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.

160.4819 CONSTRUCTION AND USE TO BE AS PROVIDED IN APPLICATION AND PLANS. Flood Plain Development Permits issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter, prior to the use or occupancy of any structure.

160.4920 CONDITIONAL USES, APPEALS AND VARIANCES. The Board of Adjustment shall hear and decide (i) applications for conditional uses upon which the Board is authorized to pass under this chapter; (ii) appeals, and (iii) requests for variances to the provisions of this chapter; and shall take any other action which is required of the Board.

1. **Conditional Uses.** Requests for conditional uses shall be submitted to the Administrator, who shall forward such to the Board of Adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary by the Board of Adjustment.
2. **Appeals.** Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.
3. **Variances.** The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this chapter that will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards.
 - A. Variances shall only be granted upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
 - B. Variances shall not be issued within any designated floodway if any increase in flood levels during the 100-year flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - D. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the Administrator that (i) the issuance of a variance will result in increased premium rates for flood insurance

up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.

E. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

4. Hearings and Decisions of the Board of Adjustment.

A. Hearings. Upon the filing with the Board of Adjustment of an appeal, an application for a conditional use or a request for a variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.

B. Decisions. The Board shall arrive at a decision on an appeal, conditional use or variance within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a conditional use or variance, the Board shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained in Section 160.21.

160.20—21 FACTORS UPON WHICH THE DECISION TO GRANT VARIANCES IS BASED. In passing upon applications for variances, the Board shall consider all relevant factors specified in other sections of this chapter and:

1. The danger to life and property due to increased flood heights or velocities caused by encroachments.
2. The danger that materials may be swept on to other land or downstream to the injury of others.
3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
5. The importance of the service provided by the proposed facility to the City.
6. The requirements of the facility for a flood plain location.
7. The availability of alternate locations not subject to flooding for the proposed use.
8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
9. The relationship of the proposed use to the comprehensive plan and flood plain management program for the area.
10. The safety of access to the property in times of flood for ordinary and emergency vehicles.

11. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
12. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
13. Such other factors which are relevant to the purpose of this chapter.

160.21—22 CONDITIONS ATTACHED TO VARIANCES. Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:

1. Modification of waste disposal and water supply facilities.
2. Limitation on periods of use and operation.
3. Imposition of operational controls, sureties, and deed restrictions.
4. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this chapter.
5. Floodproofing measures designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

160.22—23 APPEALS TO THE COURT. Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

160.23—24 NONCONFORMING USES.

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this chapter but which is not in conformity with the provisions of this chapter may be continued subject to the following conditions:
 - A. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this chapter.
 - B. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
 - C. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty percent (50%) of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this chapter.
2. Except as provided in subsection B above, any use which has been permitted as a conditional use or variance shall be considered a conforming use.

160.25 PENALTIES FOR VIOLATION. Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 (FIVE HUNDRED) or imprisoned for not more than THIRTY (30) days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Adel from taking such other lawful action as is necessary to prevent or remedy violation.

~~160.24—26~~ **AMENDMENTS.** The regulations and standards set forth in this chapter may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

[The next page is 765]

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 27th day of November, 2018, at 6:00 p.m., in the council chambers at Adel City Hall, 301 S. 10th Street, Adel, Iowa. During the public hearing, the Council will consider changes and updates for the current AT&T Tower Lease Agreement. A list of all changes may be viewed at City Hall, 301 S. 10th Street, Adel, IA during business hours of 8:30 a.m. to 4:30 p.m.

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 15th day of November, 2018.

Brittany Sandquist
Deputy City Clerk, Adel, Iowa

Market: RUMW
Cell Site Number: IAL02104
Cell Site Name: Adel WT
Fixed Asset Number: 10082655

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between City of Adel, a municipality in the State of Iowa, having a mailing address of PO Box 248, 301 S. 10th Adel, IA 50003 ("**Landlord**") and Telecorp Communications, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement dated October 10, 2000, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1510 Prairie Street Adel, IA 46300 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to add additional ground space to the leased premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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

1. **New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1 ("**New Premises Area**"). Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
2. **Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement

governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it at any time.

3. **Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area ("Increase Commencement Date"), Rent shall be increased by Eighty and No/100 Dollars (\$80.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.
4. Tenant shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the compound area of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Landlord not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
5. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this Agreement and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

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

If to City of Adel
LANDLORD: _____
PO Box 248
301 S. 10th
Adel, IA 50003

If to New Cingular Wireless PCS, LLC
TENANT: _____
Attn: Network Real Estate
Administration

Re: Cell Site # IAL02104
Cell Site Name: Adel WT
Fixed Asset #: 10082655
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # IAL02104
Cell Site Name: Adel WT
Fixed Asset #: 10082655
AT&T Legal Department —
Network
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Original Lease Agreement, any existing Amendments to the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment to Site Lease Agreement on the dates set forth below.

LANDLORD:

City of Adel, a municipality in the State
of Iowa

TENANT:

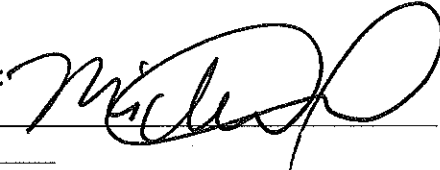
New Cingular Wireless PCS, LLC, a
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:

Print Name:
Date:

By:



Print Name: Name: Michelle Durand
Its: Title: Manager of Real Estate & Construction
Date: Date: 10/10/18

EXHIBIT 1-A

DESCRIPTION OF PREMISES

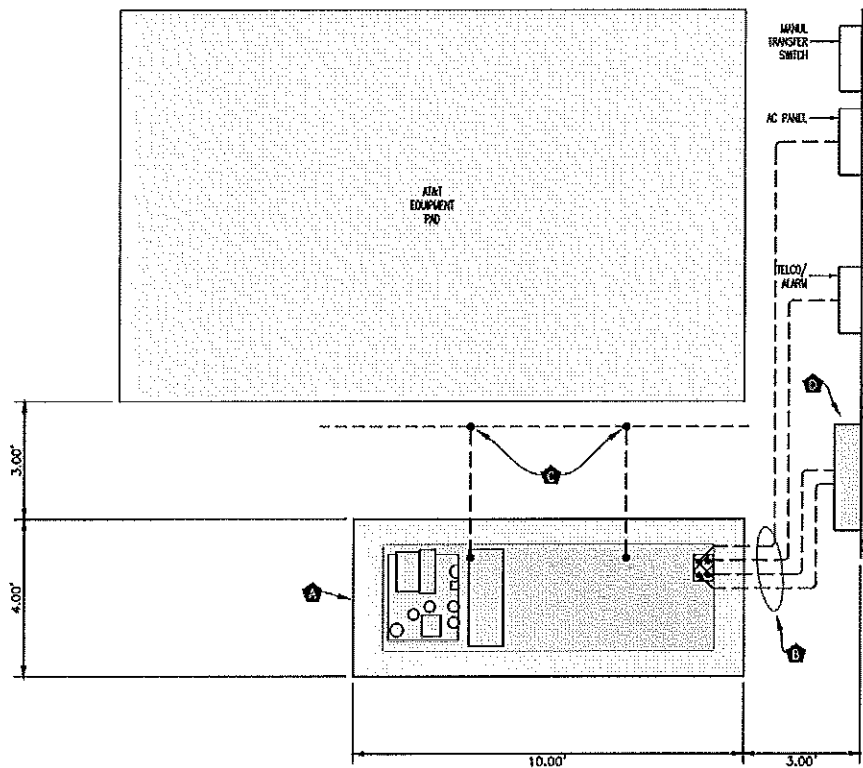
Page ___ of ___

to the First Amendment to Site Lease Agreement dated _____, 201__, by and between City of Adel, a municipality in the State of Iowa, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Commonly known as: 1510 Prairie Street Adel, IA 46300

Lease Area Sketch or Survey:



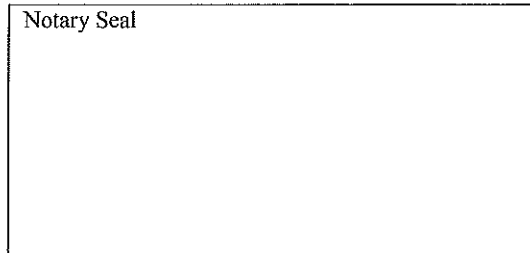
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

IOWA LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF IOWA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, the _____ of _____.



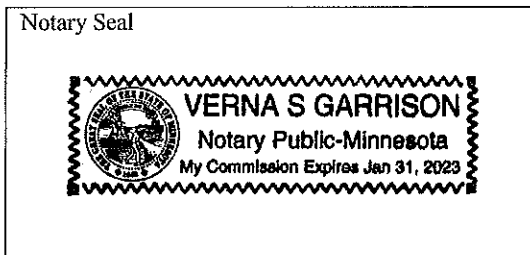
(Signature of Notary)

My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of October, 2018, by Michelle Durand, the manager of AT&T Mobility Corporation, the Manager of new Cingular Wireless, PCS, LLC a Delaware limited liability company described herein and that the instrument was signed on behalf of the Company, by authority of the Company and he/she acknowledged this instrument to be the free act and deed of the Company.



Verna S. Garrison
(Signature of Notary)

My Commission Expires: Jan 31, 2023

Prepared by, and after recording

Return to:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta GA 30004
Attn: Network Real Estate Administration

Grantor: City of Adel, a municipality in the State of Iowa

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

Legal Description: Official legal description attached as Exhibit 1

Cell Site Name & #: IAL02104 Adel Fixed Asset #: 10082655
WT

State: IOWA County: Dallas

MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT

This Memorandum of First Amendment to Site Lease Agreement is entered into on this ____ day of _____, 201__, by and between City of Adel, a municipality in the State of Iowa, having a mailing address of PO Box 248, 301 S. 10th Adel, IA 50003 ("**Landlord**") and Telecorp Communications, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the 10th day of October, 2000, for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded in the public records of as noted above.
2. Landlord agrees to amend the Site Lease Agreement to add additional ground space to the Leased Premises. Landlord leases to Tenant the Premises as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby replaces **Exhibit 1-A** to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Site Lease Agreement as of the day and year first above written.

LANDLORD:

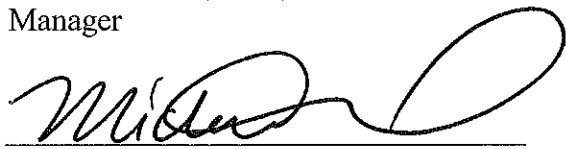
City of Adel, a municipality in the State of
Iowa

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name:
Date:

By: 
Print Name:
Its: Name: Michelle Durand
Title: Manager of Real Estate & Construct
Date: Date: 10/10/18

Prepared by:

John W. Bumpus
General Dynamics Wireless Services
821 Ulrich Ave.
Louisville, KY. 40219
502-245-3220

EXHIBIT 1

DESCRIPTION OF PREMISES

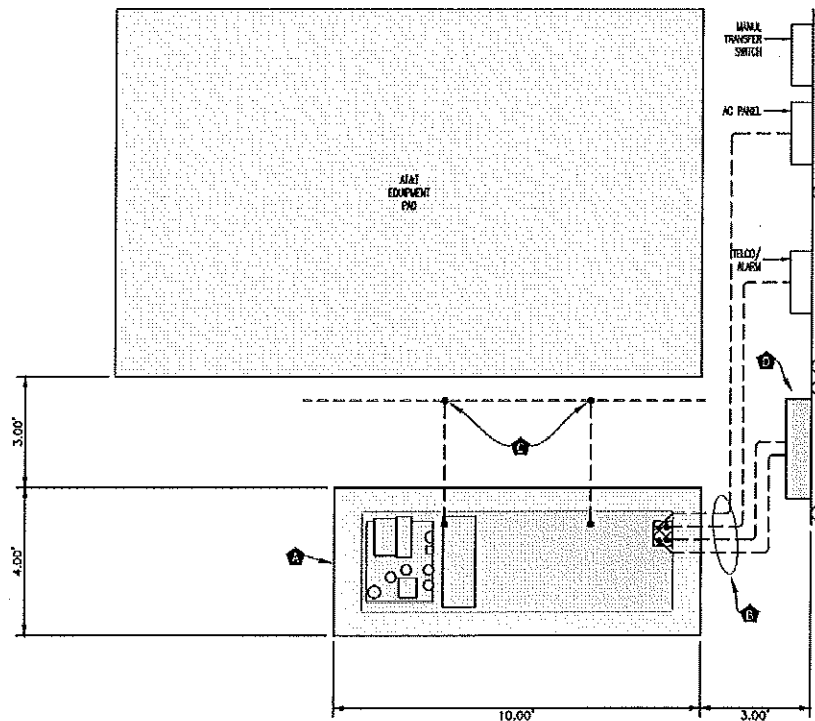
Page ___ of ___

to the First Amendment to Site Lease Agreement dated _____, 201__, by and between City of Adel, a municipality in the State of Iowa, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Commonly known as: 1510 Prairie Street Adel, IA 46300

Lease Area Sketch or Survey:



IOWA LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF IOWA

)

)ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, the _____ of _____.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

STATE OF Minnesota

)

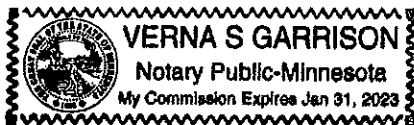
)ss.

COUNTY OF Hennepin

)

The foregoing instrument was acknowledged before me this 10th day of October, 2018, by Michelle Brund, the manager of AT&T Mobility Corporation, the Manager of new Cingular Wireless, PCS, LLC a Delaware limited liability company described herein and that the instrument was signed on behalf of the Company, by authority of the Company and he/she acknowledged this instrument to be the free act and deed of the Company.

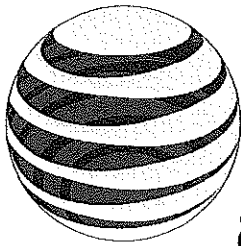
Notary Seal



Verna S. Garrison
(Signature of Notary)

My Commission Expires: Jan 31, 2023

01514619-1\10113-1000



at&t

ADEL WT

FA#: 10082655

USID: 37337

1510 PRAIRIE STREET
ADEL, IA 50003

GENERATOR UPGRADE



GENERAL DYNAMICS
Wireless Services
12908 BIRLEYVILLE ROAD, STE. 200
LOUISVILLE, KY 40243
TEL: 502-653-6953

BENCHMARK
SERVICES, INC.
Consulting Engineers
Land Surveyors
1700 N. 31st Street, Suite 200
Des Moines, IA 50319
TEL: 515-281-3000

SITE INFORMATION

OWNER: B&B INC.
SITE ADDRESS: 1510 PRAIRIE STREET
ADEL, IA 50003
COUNTY: ILLINOIS
PROPERTY OWNER: NOT SPECIFIED
PROPERTY OWNER CONTACT: NOT SPECIFIED
APPLICANT: AT&T MOBILITY
3200 NATIONAL AVENUE, 4TH FLOOR
SCHENECTADY, NY 12309
SCOPE OF WORK: INSTALL MOBILE GENERATOR ON CONCRETE PAD IN 4'X10' LEASE AREA.
INSTALL AUTOMATIC TRANSFER SWITCH (ATS) ON AT&T EQUIPMENT FRAME.
INTEGRATE EXISTING ALARM AND ELECTRICAL CONNECTIONS WITH NEW
EQUIPMENT.
UTILITY INFORMATION: THE PLANS SHOW KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND
STRUCTURES AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING
AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL
UTILITIES, PIPES AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON
THESE PLANS. THE CONTRACTOR SHALL VERIFY STATE AND LOCAL UTILITY
NOTIFICATION REQUIREMENTS BEFORE BEGINNING ANY WORK. ANY DAMAGE TO
EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER
AND ENGINEER AT THE CONTRACTOR'S EXPENSE.
GENERAL SITE INFORMATION: (1) FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
(2) HANDICAP ACCESS IS NOT REQUIRED.
(3) FACILITY HAS NO PULVERIZED FLOORING.
(4) NO GRADING WILL BE REQUIRED FOR THIS SITE.

APPROVALS

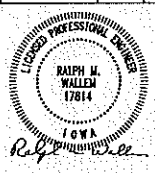
AT&T CONSTRUCTION MANAGER _____ DATE _____
GENERAL DYNAMICS CONSTR. MGR _____ DATE _____
PROPERTY OWNER _____ DATE _____
SITE ACQUISITION _____ DATE _____
CONTRACTOR _____ DATE _____
CONTRACTOR _____ DATE _____
CONTRACTOR _____ DATE _____

SHEET INDEX

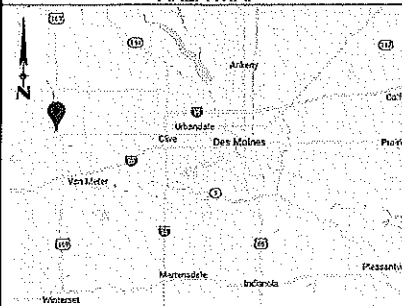
SHEET NO.	DESCRIPTION	REV.
T-1	TITLE SHEET	0
SP-1	GENERAL NOTES	0
A-1	SITE PLAN	0
B-1	FOUNDATION DETAILS	0
E-1	WIRING DIAGRAM	0
D-1	PANEL AND PENETRATION DETAILS	0
DS	ATS, CONDUIT, TIE-IN AND GROUNDING DETAILS	0
G-1	GENERATOR DETAILS	0
G-2	GENERATOR DETAILS	0
G-3	GENERATOR DETAILS	0

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDN	6/11/10	ADD



AREA MAP



PROJECT TEAM

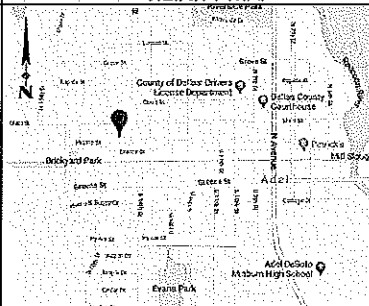
ENGINEER:
GENERAL DYNAMICS, INC.
6000 VAN VORLES
PO BOX 2310 NORTH KAJA STREET
MILWAUKEE, WI 53214
TEL: 818-663-3813
WWW.GD.COM/GENERAL/32872502

MARKET LEAD:
JOHN ADAMS
GENERAL DYNAMICS
WIRELESS SERVICES
12908 BIRLEYVILLE ROAD, STE. 200
LOUISVILLE, KY 40243
OFFICE: 502-653-6953

DRIVING DIRECTIONS

TOWER COORDINATES
LATITUDE: 41.816417 LONGITUDE: -94.027473
DRIVING DIRECTIONS
TAKE LEFT ONTO 100TH ST THEN RIGHT ONTO DOUGLAS AVE. TAKE 80/35W TO HWY 6
TURN ONTO HWY 6 WEST TO ADEL (13 MILES) NORTH ON 14TH ST THEN WEST ON PRAIRIE
SITE NEXT TO WATER TOWER.

VICINITY MAP



ADEL WT
FA#: 10082655
USID: 37337
1510 PRAIRIE STREET
ADEL, IA 50003
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS
& CONDITIONS ON THE JOB SITE & SHALL MAINTAIN POSITIVE
THE ENGINEER IN NOTICE OF ANY DISCREPANCIES BEFORE
PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DATE: 6/11/10

TITLE SHEET

SHEET NO.	REVISION
T-1	0

NOTES TO CONTRACTOR

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORMWORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES TO SAFELY ENSURE ALL WORK AND SHALL BE RESPONSIBLE FOR SAFE. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMAN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED PROCEDURES AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS AGREEMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH AT&T MOBILEITY WIRELESS SERVICES TECHNICAL SPECIFICATIONS FOR FACILITY GROUNDING FOR CELL SITE STANDARDS, LATEST EDITION, AND COMPLY WITH AEST FACILITY TOWERING GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT, THEY SHALL GOVERN.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EDUCATORS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF FAN LIGHTING AND WARDING IS PRESENT ON SITE AND IS POWERED BY ELECTRICAL SERVICE THAT IS TO BE INTERRUPTED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO THE ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE LANDOWNER AND THE ENGINEER.
9. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR REVIEWING TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
10. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SURF PAVING AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
12. PERMITS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INCORPORATING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES, ETC.
13. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
14. RECORD PHOTOS: INCLUDE TWENTY-DATE STAMPED PHOTOS WITH TAPE MEASURE DEPTH VERIFICATION.
15. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
17. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
18. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTOR SHALL NOTIFY GENERAL DYNAMICS WIRELESS SERVICES OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
19. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO THE PROPERTY OUTSIDE THE LEASED PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
20. ALL SUITABLE MATERIAL, FOR BACKFILL OF THE SITE SHALL BE INCLUDED IN THE BID EXCESS TONNAGE, AND UNSUITABLE MATERIAL, SHALL BE DISPOSED OF OFF SITE AT LOCATION APPROVED BY GOVERNMENT AGENCIES PRIOR TO DISPOSAL.

21. SEEDING AND MOWING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A MINIMUM PERIOD OF ONE YEAR.

GENERAL NOTES

1. THIS PROPOSAL IS FOR THE ADDITION OF A NEW GENERATOR ON A CONCRETE PAD TO AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY.
2. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
3. THE PROPOSED FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
4. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH BY AT&T TECHNICIANS.
5. OUTDOOR STORAGE AND STORAGE OF WASTE CONTAINERS ARE NOT PERMITTED.
6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
8. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTOR SHALL NOTIFY AT&T FIRST OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

ELECTRICAL NOTES

A. GENERAL

1. COORDINATE LOCATION AND PROPER REQUIREMENTS OF ALL EQUIPMENT WITH AT&T MOBILEITY AND EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
2. COORDINATE LOCATION AND REQUIREMENTS FOR ELECTRICAL SERVICE WITH THE PROPERTY REPRESENTATIVE, AT&T MOBILEITY AND UTILITY COMPANIES. ROUTING OF CONDUITS MAY BE MODIFIED TO MEET REQUIREMENTS. EXACT CONDUIT ROUTES TO BE DETERMINED IN THE FIELD.
3. ALL WIRING AND EQUIPMENT SHOWN ON ELECTRICAL SHEETS SHALL BE FURNISHED AND INSTALLED UNDER ELECTRICAL PORTION OF CONTRACT UNLESS OTHERWISE NOTED.
4. UNINTERRUPTED ELECTRICAL SERVICE FOR EXISTING EQUIPMENT SHALL BE MAINTAINED DURING THE INSTALLATION OF THE NEW CONDUITS UNDER THESE CONDUITS. TEMPORARY RE-RUNNING CABLES AND WATERTIGHT ELBOWS IS NECESSARY SHALL BE PROVIDED BY CONTRACTOR AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY WORK IS REQUIRED AT ANY TIME SHALL NOT BE USED ON EXISTING OR PROVIDED UNITS, NEW SERVICE EQUIPMENT IS IN PROPER OPERATIONAL. IF ANY SERVICE DISRUPTION MUST BE INTERRUPTED, THE CONTRACTOR SHALL REQUEST PERMISSION IN WRITING STATING THE DATE, TIME, ETC. THE SERVICE WILL BE INTERRUPTED AND THE AREA AFFECTED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION SHALL BE OBTAINED FROM THE OWNER BEFORE INTERRUPTING ELECTRICAL SERVICE.
5. COORDINATE NEW WORK WITH OTHER TRADES AND VERIFY EXISTING CONDITIONS TO AVOID INTERFERENCE. IN CASE OF INTERFERENCE, AT&T MOBILEITY REPRESENTATIVE WILL DECIDE WHICH WORK IS TO BE RELOCATED, REGARDLESS OF WHICH WAS FIRST INSTALLED.
6. THE INSTALLATION MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
7. THE DRAWINGS ARE SUPPLEMENTARY AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT UNLESS OTHERWISE NOTED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS AND RACEWAY ROUTING SHALL BE AS APPROVED BY ACTUAL FIELD CONDITIONS AS APPROVED BY THE AT&T FACILITY REPRESENTATIVE.
8. CONTRACTOR SHALL PAY ALL PERMITS AND FEES REQUIRED.
9. ALL MATERIALS SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE EDITION OF THE STANDARDS REFERENCED BELOW:
 - A. ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE)
 - B. ASTM (AMERICAN SOCIETY FOR TESTING MATERIALS)
 - C. ETL (ELECTRICAL TESTING LABORATORY)
 - D. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
 - E. IBC (INTERNATIONAL BUILDING CODE)
 - F. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
 - G. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
 - H. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
 - I. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
 - J. UL (UNDERwriters LABORATORIES)
10. CONTRACTOR SHALL REVIEW PLANS, DETAILS AND SPECIFICATIONS IN PLANT AND FIELD WORK TO CORRECT WITH ACTUAL SITE CONDITIONS SO THAT ELECTRICAL DEVICES AND EQUIPMENT WILL BE PROPERLY LOCATED AND EASILY ACCESSIBLE. DIMENSIONS LISTED IN MATERIAL LISTS ON THE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL PROVIDE HIS OWN TOLERANCES FOR MATERIAL QUANTITY AND TYPES BASED ON ACTUAL SITE CONDITIONS. IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS TO INSTALL EQUIPMENT FURNISHED BY AT&T MOBILEITY OR OTHER SUPPLIERS. ALL DIMENSIONS SPECIFICALLY NOTED ON THESE DRAWINGS OR ON THE CONTRACT DRAWINGS, BUT WHICH ARE OTHERWISE NECESSARY TO MAKE A CORRECT WORKING INSTALLATION SHALL BE FIELD CHECKED.
11. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) AT&T MOBILEITY REPRESENTATIVE OF ANY CONFLICTS PRIOR TO THE SUBMISSION OF CONSTRUCTION PROPOSAL OR PERFORMANCE OF WORK. IF THE RESULT OF DISCREPANCIES THE CONTRACTOR SHALL PRIOR THE AGENCY OR PROVIDE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.
12. ALL FLOODS WHERE PENETRATIONS ARE REQUIRED IN BUILDINGS ARE TO BE CORRODED AND THEN REPAIRS.

B. WIRING/CONDUIT

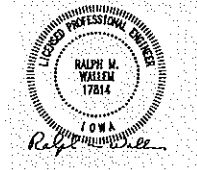
1. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR AS REQUIRED BY CODE SUCH THAT IT IS MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (90 DEGREES TOTAL) EXIST FOR EACH CONDUIT RUN.
2. ALL POWER AND CONTROL/INDICATION WIRING SHALL BE TYPE THHN/TROM CORD RATED 75 DEGREES CELSIUS, UNLESS NOTED OTHERWISE.
3. CONDUIT BENDS SHALL BE MADE IN ACCORDANCE WITH NISO TABLE 5-4B-10, AND RIGHT ANGLE BENDS OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM RADIUS BENDS FOR ALL CONDUITS OF OR LARGER.
4. POWER WIRING SHALL NOT BE SHALLOWER THAN 4"2 AHS.
5. ALL WIRING SHALL BE COPPER. ALUMINUM WILL NOT BE ACCEPTABLE. ALL POWER CIRCUITS SHALL CARRY A GROUND WIRE.
6. PHASE MARKING TO BE USED AT POWER CONNECTION TERMINATIONS.
7. CONTRACTOR SHALL DOUBLE CHECK THE WIRING IS MAINTAINED WHEN INSTALLED TO CONSULT AND VERIFY.
8. INSTALL PULL STRINGS AT ALL CONDUITS.
9. FOR ROOFTOP INSTALLS AND BLADROPS, CONDUITS INSIDE BUILDINGS AND ON ROOF SHALL BE RUS UNLESS OTHERWISE NOTED. FOR RAIL AND SITE AND CONDUITS, PVC SCHEDULE 80 SHALL BE UTILIZED UNLESS NOTED OTHERWISE.
10. MAINTAIN MINIMUM 1" OF VERTICAL AND 1" OF HORIZONTAL SEPARATION FROM ANY MECHANICAL GAS PIPES.
11. ALL WIRING REQUIRED IN PLUMBING TO BE PLUMBING RATED OR IN METALLIC FLEX (JULIUS) CONDUIT.
12. INSPECTION VIDEOS ARE REQUIRED ON ALL LISTS.
13. EQUIPMENT
14. EQUIPMENT/PARTS CONNECTED TO EXISTING PANELS, DUCTS, ETC. SHALL MATCH THE CHARACTERISTICS (A/C, V, A) OF THAT EQUIPMENT.
15. ALL ELECTRICAL EQUIPMENT OUTSIDE SHALL BE REXMA OR RATED.
16. SPECIFICATIONS
17. ALL GROUND CONNECTIONS TO BUILDING SHALL BE MADE USING TWO HOLES CONNECTED. PROVIDE STAINLESS STEEL BOLTS AND LOCK WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.
18. ALL EXTERIOR SURFACES TO BE BONDING TO GROUND AND WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.
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GENERAL DYNAMICS
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LOUISVILLE, KY 40243
502-653-6553

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Consulting Engineers
Land Surveyors
PO Box 318 North Main Street
Hickmanville, KY 40131
Phone: (502) 653-3049

REV	DESCRIPTION	DATE	BY
0	100% CDs	6/11/18	AWB



ADEL WT
FA# 10082655
USID: 37337
1510 PRAIRIE STREET
ADEL, IA 50003
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & DESIGN DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL NOTES

REVISION	NUMBER
SP-1	0

NOT SHOWN: INTERCEPT MAIN POWER FIELD IN FRONT OF EXISTING MTS. ROUTE MAIN POWER FIELD TO NEW MTS. RECONNECT NEW MTS TO EXISTING MTS. SEE SHEET E-1.

NOT SHOWN: CONNECT NEW MTS TO TELCO BOARD/ALARM. SEE SHEET E-1.

NOT SHOWN: VERIFY LOCATION OF ATAT ELECTRICAL SERVICE WETER.

NOTE: VERIFY LOCATION OF ALL EXISTING EQUIPMENT ON SITE.

CELL/WATER TOWER
CAMPFORD IS
SURVEINED BY POWER



CONSTRUCTION LEGEND

- INSTALL KOWLER GENERATOR PER MANUFACTURERS SPECIFICATIONS IN 4'X10' LEASE AREA.
- PROPOSED ATAT UNDERGROUND ELECTRICAL SERVICE & CONTROLS FROM GENERATOR TO EQUIPMENT INSIDE SHEDDER. SEE SHEET E-1. FIELD LOCATE EXISTING UTILITIES & GROUND RODS.
- 2 - #2 AWG BARE THINNED GROUND WIRE TO EXISTING SITE GROUND RING. GROUND GENERATOR PER MANUFACTURERS RECOMMENDATIONS.
- INSTALL AUTOMATIC TRANSFER SWITCH (ATS) ON ATAT EQUIPMENT FRAME.

SCOPE OF WORK NOTES

- GENERAL:**
- NEW DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY GENERAL CONTRACTOR.
 - NEW 4'-0" X 10'-0" CONCRETE PAD PROVIDED AND INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED). SEE E-1.
 - NEW AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY CONTRACTOR (AS REQUIRED). CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CONDUITS:

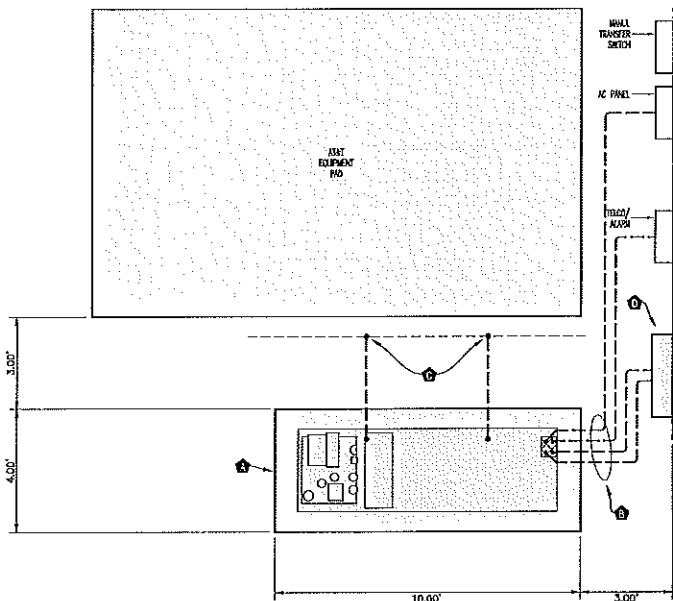
- INSTALL PULL STRING IN EACH CONDUIT.
- (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUITS WITH CONDUITORS TO RUN FROM NEW GENERATOR TO NEW MTS. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- (2) NEW 1" ELECTRICAL CONDUIT WITH CONDUITORS TO RUN FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- (3) NEW 1" ALUM CONDUIT AND CABLE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.

GROUNDING:

- NEW EXTERIOR CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 18'-0" APART.

H-FRAME:

- PROVIDE NEW H-FRAME IF REQUIRED. MATCH EXISTING H-FRAME MATERIAL FOR CONSTRUCTION OF NEW H-FRAME.
- USE ALL GALVANIZED COMPONENTS. WELD PLASTIC CAPS ON USE-STRUTS. WEATHER CAPS ON TOPS OF PIPE AND CONCRETE.
- SUPPORTS BELOW FROST LINE.
- TOP OF FOOTING SHOULD BE AT LEAST 2" ABOVE EXISTING GROUND LEVEL.
- SLOPE THE GROUND AWAY FROM THE H-FRAME FOR POSITIVE WATER DRAINAGE OFF OF THE FRAME.



GRAPHIC SCALE
1 inch = 3 feet

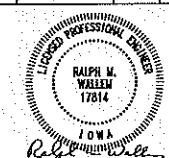


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Farmington, Arkansas, 72701
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DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDN	8/11/18	AGB



ADEL WT

FA#: 10082655

USID: 37337

1510 PRAIRIE STREET

ADEL, IA 50003

GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PINS & TESTING MARKINGS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE DESIGNER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DESIGNER'S NAME:

SITE PLAN

SHEET NO.	REVISION NUMBER
A-1	0

REF: AT-3000 GENERATOR PACKAGE
EN. REGISTRATION NUMBER: HMR4949
TUL: 142 DURING TANK BURN GAS SPECIFICATION
FUEL TANK GAS CONSTRUCTION:

BE CONSTRUCTED IN ACCORDANCE WITH UNDERPINNERS LABORATORIES STANDARD
EN-143, WHICH IS EQUIVALENT TO ADVISORY WITH FAVORABLE AND CONCLUSIVE
RESULTS DURING TESTS. THE STANDARD FOR INSTALLATION AND USE OF STORAGE
CONTAINERS: ENRGE AND GAS TURNERS, ITEM 37, AND THE STANDARD FOR
DIFFERENCE AND STORAGE CONTAINERS, ITEM 38, AND THE STANDARD FOR
ANALYSIS MANUFA (U) 5/8" FOR GEN-SET MOUNTING.

SUB GAS TANK TESTING: PRIMARY TANK AND SECONDARY CONTAINER BURN
DIFFERENCE AND STORAGE CONTAINERS, ITEM 38, AND THE STANDARD FOR
DIFFERENCE AND STORAGE CONTAINERS, ITEM 38, AND THE STANDARD FOR
ANALYSIS MANUFA (U) 5/8" FOR GEN-SET MOUNTING.

FUEL TANK: 1-6 GALLON SIZED CONTAINMENT WITH ALUMINUM
-40% FURNACE PLATE
-20% REINFORCED FOR SPLIT-DOOR

FACTORY PRE-SEAL AT SOLE POINT FOR ALUMINUM
FUEL CONTAINER BURN: SUB GAS TANK SHALL INCLUDE A WELDED SEAL
CONTAINMENT BURN, SIZED AT A MINIMUM OF FIVE OF THE TANK CAPACITY TO
CONTAIN THE ENTIRE TANK. THE ENVIRONMENT IN THE EVENT OF A TANK FAILURE.
A FUEL CONTAINER BURN LEAK DETECTOR SHALL BE PROVIDED.

OUTLINE OF GENERATOR

2" CVR (TYP.)

1'-0" (TYP.)

3/4" TO 1" CHAMFER

10'-0"

3/4" TO 1" CHAMFER ALL EXPOSED EDGES

GRAVEL ALL AROUND AGG. MAX 3/4", 4" THICK BED

FINISHED GRADE

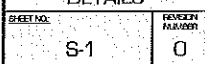
6" (TYP.)

UNDISTURBED SOIL

PROPOSED CONDUITS

12" THICK MECHANICALLY COMPACTED GRANULAR FILL

FOUNDATIONS ARE DESIGNED FOR AN ASSUMED MINIMUM NET SOIL BEARING CAPACITY OF 3000 PSF



1 PROPOSED WIRING DIAGRAM SCALE: NONE

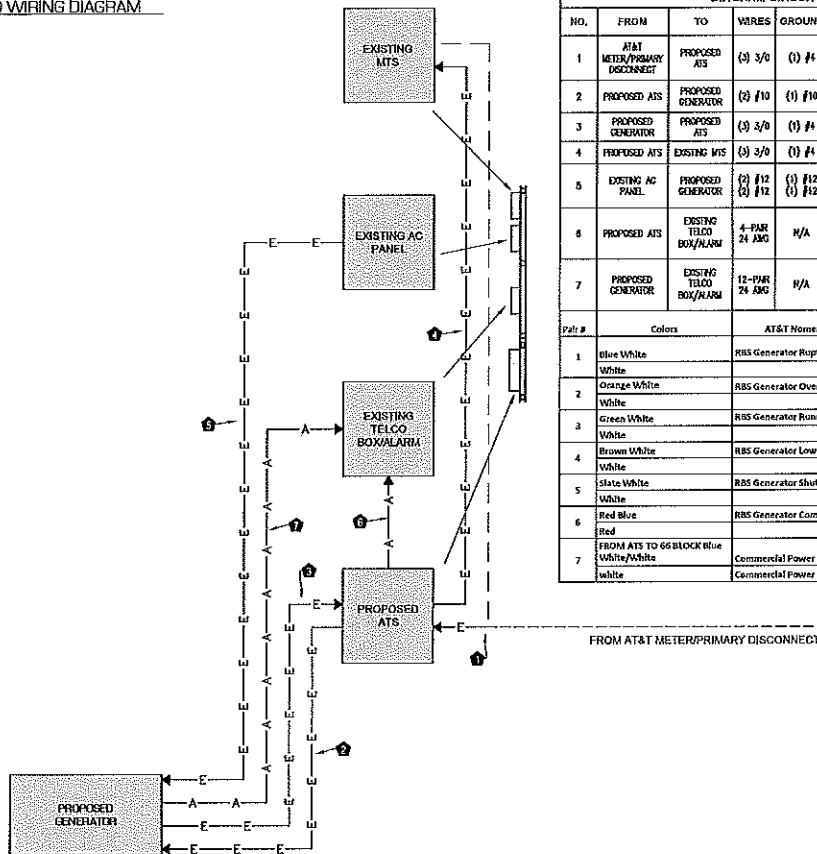


DIAGRAM CIRCUIT SCHEDULE						
NO.	FROM	TO	WIRES	GROUND	CONDUIT SIZE	FUNCTION
1	AT&T METER/PRIMARY DISCONNECT	PROPOSED ATS	(3) 3/0	(1) #1	2"	POWER FEED
2	PROPOSED ATS	PROPOSED GENERATOR	(2) #10	(1) #10	1"	START CIRCUIT
3	PROPOSED GENERATOR	PROPOSED ATS	(3) 3/0	(1) #1	2"	POWER FEED
4	PROPOSED ATS	EXISTING MTS	(3) 3/0	(1) #1	2"	POWER FEED
5	EXISTING AC PANEL	PROPOSED GENERATOR	(2) #12 (2) #12	(1) #12 (1) #12	1"	2-20 AMP CIRCUITS FOR (1) GENERATOR BLOCK HEATER & (2) BATTERY HEATER/CHARGER
6	PROPOSED ATS	EXISTING TELCO BOX/ALARM	4-PAR 24 AWG	N/A	1"	ALARM CABLES FROM ATS. PROVIDE 25' OF BLACK CABLE. FINAL PUNCH DOWN IS BY AT&T TECH. LABEL ALL WIRES.
7	PROPOSED GENERATOR	EXISTING TELCO BOX/ALARM	12-PAR 24 AWG	N/A	1"	ALARM CABLES FROM GENERATOR. PROVIDE 25' OF BLACK CABLE. FINAL PUNCH DOWN IS BY AT&T TECH. LABEL ALL WIRES.

Fault #	Colors	AT&T Nomenclature	GenDyn cards nomenclature
1	Blue White	RBS Generator Rupture Blain	Critical Failure
2	Orange White	RBS Generator OverR	Fuel Leak/Overflow
3	Green White	RBS Generator Running	Generator Running
4	Brown White	RBS Generator Low Fuel	Low Fuel
5	Slate White	RBS Generator Shutdown	Major Fault
6	Red Blue	RBS Generator Common	Minor Fault
7	FROM ATS TO 66 BLOCK Blue White/White	Commercial Power Fall	Commercial Power Fall
	White	Commercial Power Fall	Commercial Power Fall

NOTE:
VERIFY LOCATION OF ALL
EQUIPMENT

NOTE:
CONTRACTOR TO FOLLOW
MANUFACTURERS ALARM
RECOMMENDATIONS

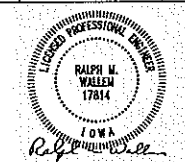


GENERAL DYNAMICS
Wireless Services
12006 EHELDYVALE ROAD, STE. 230
LOUISVILLE, KY 40243
TODD@GDS.COM

BENCHMARK
SERVICES, INC.
Consulting Engineers
Land Surveyors
PO Box 918 North Main Street
Hawesville, Indiana 47524
Phone: (317) 682-3030

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
1	ISSUED FOR CONSTRUCTION	8/15/10	JMM



ADEL WT
FA#: 10082655
USID: 37337
1510 PRAIRIE STREET
ADEL, IA 50003
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PUMP & EXISTING DIMENSIONS
& CONDITIONS ON P&ID AND SEE A SIGNED MAINTENANCE NOTICE
THE EXISTING IN RECORDS OF ANY DISCREPANCIES BEFORE
PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

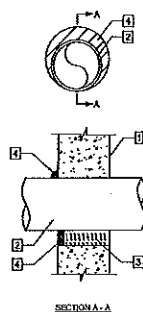
REVISION NUMBER

WIRING DETAILS

SHEET NO.	REVISION NUMBER
E-1	0

VOLTAGE	240 VOLTS	MANUFACTURER	NOT SPECIFIED
MAIN BREAKER	200 AMP	NAME	SHADE
WINDING	240V	CAPACITORS	100 AMPS
ENCLOSURE TYPE	INDUSTRIAL	NEUTRAL BAR	YES
PANEL STATUS	EXISTING	NEUTRAL TO GROUND BOND	YES

INT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	EXT
1	RECTIFIER	30	2	ON	ON	2	30	RECTIFIER	2
3	RECTIFIER	30	2	ON	ON	2	30	RECTIFIER	4
5	RECTIFIER	30	2	ON	ON	2	30	RECTIFIER	6
7	RECTIFIER	30	2	ON	ON	2	30	RECTIFIER	8
9	RECTIFIER	30	2	ON	ON	2	30	RECTIFIER	10
11	RECTIFIER	30	2	OFF	OFF	2	30	RECTIFIER	12
13	RECTIFIER	30	2	OFF	OFF	2	30	RECTIFIER	14
15	RECTIFIER	30	2	OFF	OFF	2	30	RECTIFIER	16
17	UNITS HEADER	20	2	ON	---	---	---	[VACANT]	18
19	UNITS RECEPT	20	1	ON	---	---	---	[VACANT]	20
21	UNITS RECEPT	20	1	ON	---	---	---	[VACANT]	22
23	SPARE	15	2	OFF	---	---	---	[VACANT]	24
25	SPARE	15	2	OFF	---	---	---	[VACANT]	26
27	TVS	30	2	ON	ON	1	20	[UNLABELED]	28
29	TVS	30	2	ON	ON	1	20	[UNLABELED]	30



- U.L. SYSTEM NO. D-44-1150
CONDUIT THROUGH WEARING WALL SEALANT TO U.L. DESIGN NO. U302
F RATING = 3 HR
T RATING = 0 HR
- FLOOR OR WALL ASSEMBLY: MINIMUM 4-1/2" THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. WALL MAY ALSO BE CONSTRUCTED OF ANY U.L. CLASSIFIED CONCRETE BLOCKS. MAX. SPACING OF JOINTS IS 4". SEE CONCRETE BLOCKS (CAT) CATEGORY IN THE FIRE RESISTANCE DIRECTORY FOR NAMES OF MANUFACTURERS.
 - THROUGH PENETRATIONS: ONE RIGID PVC PIPE OR CONDUIT TO BE INSTALLED WITH THE FIRESTOP SYSTEM. PIPE OR CONDUIT TO BE PROPERLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. THE ANNUAL SPACE SHALL BE MINIMUM 1/2" (POINT CONTACT) TO MAXIMUM 1-1/2". THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES OR CONDUITS MAY BE USED:
A. STEEL PIPE-NOMINAL 6" DIAMETER (OR SMALLER) SCHEDULE 40 (OR HEAVIER) STEEL PIPE.
B. IRON PIPE-NOMINAL 6" DIAMETER (OR SMALLER) CAST OR DUCTILE IRON PIPE.
C. CONDUIT-NOMINAL 4" DIAMETER (OR SMALLER) STEEL, ELECTRICAL METALLIC TUBING OR NOMINAL 3-1/2" DIAMETER (OR SMALLER) STEEL CONDUIT.
 - PACKING MATERIAL: MINIMUM 6" THICKNESS OF 100 4.0 PCF MINERAL WOOL BATTING INSULATION FRAMING PACKED INTO OPENING AS A PERMANENT FORM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.
 - FILL, VOID, OR CAVITY MATERIAL: SEALANTS MINIMUM 1/4" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNEALUS, FLUSH WITH TOP SURFACE OF FLOOR AND WITH BOTH SURFACES OF WALL. AT THE POINT CONTACT LOCATION BETWEEN PIPE AND CONCRETE, A MINIMUM 1/2" DIAMETER BEAD OF FILL MATERIAL SHALL BE APPLIED AT THE CONCRETE/PIPE INTERFACE ON THE TOP SURFACE OF FLOOR AND ON BOTH SURFACES OF WALL. MOUNTING APPLIED ONLY WHEN CEMENT OR OTHER SEALANT IS USED.
- UL LISTED CONSTRUCTION CHEMICALS, DIV. OF MILK INC.: CM5015, CM504, CM506, OR PS-ONE SEALANT.
- * BEARING THE U.L. CLASSIFICATION MARK

NOTE: IF EXISTING CONSTRUCTION VARIES FROM THIS DETAIL, AN ADJACENT CHECK (U.L. PENETRATION APPROPRIATE FOR THE EXISTING WALL TYPE) SHALL BE CONSTRUCTED.

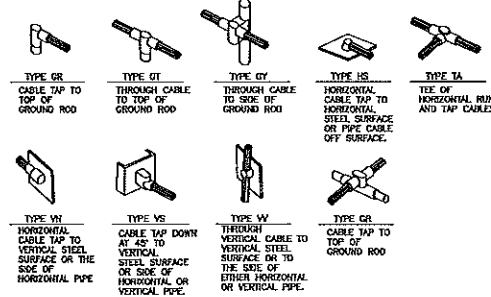
NOTE: SET SHALL USE NONSPREADING CALK TO WEATHERFILL ALL PENETRATIONS IN TOP OF THERM. SHELTER WALL.

1 EXISTING PANEL

SCALE: NONE

2 OUTER WALL PENETRATION DETAIL (IF APPLICABLE)

SCALE: NONE



3 CADWELD DETAILS

SCALE: NONE

CONTRACTOR TO LABEL CABLES WITH PITCH OR SEALAR LABELS ONLY. ABSOLUTELY NO HANDWRITTEN LABELS.

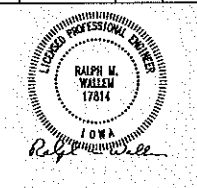
CONTRACTOR TO LABEL NEXT AVAILABLE IN INDEX BOX: SINGLE BREAKER POSITION FOR GENERATOR BATTERY CHARGER, BATTERY HEATER, AND BLOOD HEATER.



GENERAL DYNAMICS
Wireless Services
12806 64-60 VALLEY ROAD, STE. 230
LIVERMORE, CA 94551

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
PO BOX 5, 218 EIGHTH STREET
HARRISBURG, PENNSYLVANIA 17104
PHONE: (717) 653-3000

REV.	DESCRIPTION	DATE	BY
0	10/10/00	6/11/10	AUS



ADEL WT
FA#: 10082655
USID: 37337
1510 PRAIRIE STREET
ADEL, IA 50003
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING CONDITIONS & CONDITIONS ON THE JOB AND SEE A SPECIAL INSPECTION REPORT THE CONTRACTOR IN TERMS OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

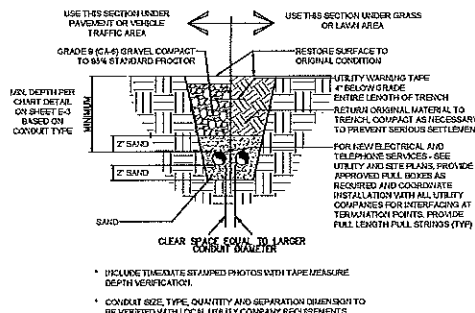
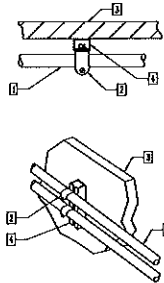
PANEL & PENETRATION DETAILS

SHEET NO.	REVISION NUMBER
D-1	0

- CONDUIT (TYP)
- BUTTERFLY CLAMP AS REQUIRED
- CASTING WALL / CEILING
- VERTICAL "UNISTRUT" P1000 "T" SERIES LENGTH BASED ON NUMBER OF CONDUIT TO BE MOUNTED

UNISTRUT MOUNTING CHART	
WALL CONSTRUCTION TYPE	USE
HOLLOW	3/8" TOGGLE BOLT
HOLLOW, AT STUD	3/8" LAG SCREW
CONCRETE BLOCK (HOLLOW)	3/8" HLT HY-20 WITH SCREEN, MIN. EMBEDMENT 2-1/2"
CONCRETE (SOLID)	3/8" HLT HY-20 WITH SCREEN, MIN. EMBEDMENT 2-1/2"

NOTE: USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTIONS OF CHANNEL SPACE UNITS @ 5'-0" O.C. LENGTH OF RUN



MINIMUM COVER REQUIREMENTS, 0 TO 600 VOLTS, RIGID, BURIAL, 18 INCHES		
TYPE OF WIRING METHOD OR CIRCUIT		
LOCATION OF WIRING METHOD OR CIRCUIT	DIRECT BURIAL CABLES OR CONDUCTORS	RIGID METAL CONDUIT OR INTERMEDIATE METAL CONDUIT
ALL LOCATIONS NOT SPECIFIED BELOW	24 INCHES	0 INCHES
IN TRENCH BELOW 2 INCH THICK CONCRETE OR EQUIVALENT	18 INCHES	0 INCHES
UNDER STREETS OR HIGHWAYS	24 INCHES	24 INCHES

COVER IS DEFINED AS THE SHORTEST DISTANCE IN INCHES MEASURED BETWEEN A POINT ON THE TOP SURFACE OF ANY RIGID BURIED CONDUIT, CABLE, CORD, OR OTHER WIRING, AND THE SURFACE OF FINISHED GROUND, CONCRETE, OR SUGAR COVER.

INSTALL WARNING TAPE 4" BELOW GRADE FOR THE ENTIRE LENGTH OF TRENCH.

PROVIDE AT LEAST 2" OF SAND BED ABOVE CONDUIT AND 12" OF SAND BED BELOW THE CONDUIT.

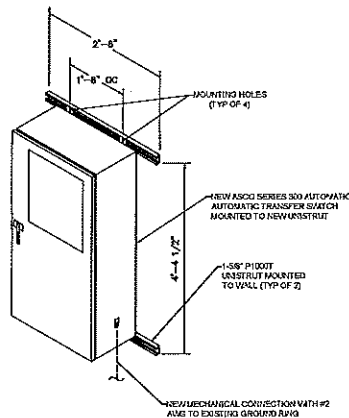
1 CONDUIT WALL MOUNT

SCALE: NONE

UNISTRUT MOUNTING CHART	
WALL CONSTRUCTION TYPE	USE
HOLLOW	3/8" TOGGLE BOLT
HOLLOW, AT STUD	3/8" LAG SCREW
CONCRETE BLOCK (HOLLOW)	7/16" HLT HY-20 WITH SCREEN, MIN. EMBEDMENT 2-1/2"
CONCRETE (SOLID)	7/16" HLT HY-20 WITH SCREEN, MIN. EMBEDMENT 2-1/2"

NOTE: USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS

NOTE: DO NOT USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH SHELTER WALL



4 INTERSECT ATS MOUNTING DETAIL

SCALE: NONE

2 CONDUCTOR BURIAL REQUIREMENTS

SCALE: NONE

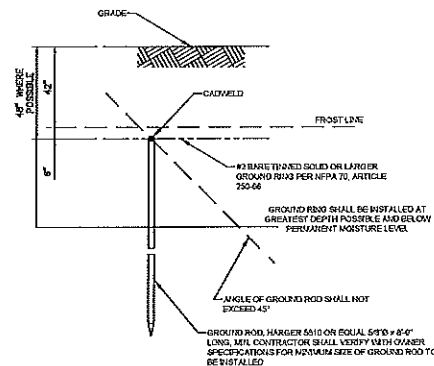
NOTE: GROUND RODS MAY BE COPPER-CLAD STEEL - SOLID COPPER

NOTE: GROUND RODS SHALL HAVE A MAXIMUM SPACING TWICE THE LENGTH OF ROD

NOTE: SEE RESISTIVITY REPORT FOR VERIFICATION AS AVAILABLE

NOTE: A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS HIGHLY PRONE TO LIGHTNING AND/OR AREAS WITH HIGHLY ACIDIC SOIL

NOTE: GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2,000 OHM-CM, SHALL BE GALVANIZED TO PREVENT GALVANIC CORROSION OF TOWER, (SEE ANSI/ISA-6A22-01)



3 GROUND ROD DETAIL

SCALE: NONE

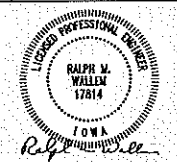


GENERAL DYNAMICS
Wireless Services
12006 SHELBYVILLE ROAD, STE. 200
LOUISVILLE, KY 40243
502-653-6653

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
Professional Seal: RALPH W. WALLER
Professional No. 17814
Professional Exp. 12/31/2019

DRAWING REVISIONS

REV	DESCRIPTION	DATE	BY
0	ISSUED FOR CONSTRUCTION	6/11/18	ASB



ADEL WT
FA#: 10082655
USID: 37337
1510 PRAIRIE STREET
ADEL, IA 50003
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING CONDITIONS & CONDITIONS OF THE JOB SEE A SHELBYVILLE, KY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

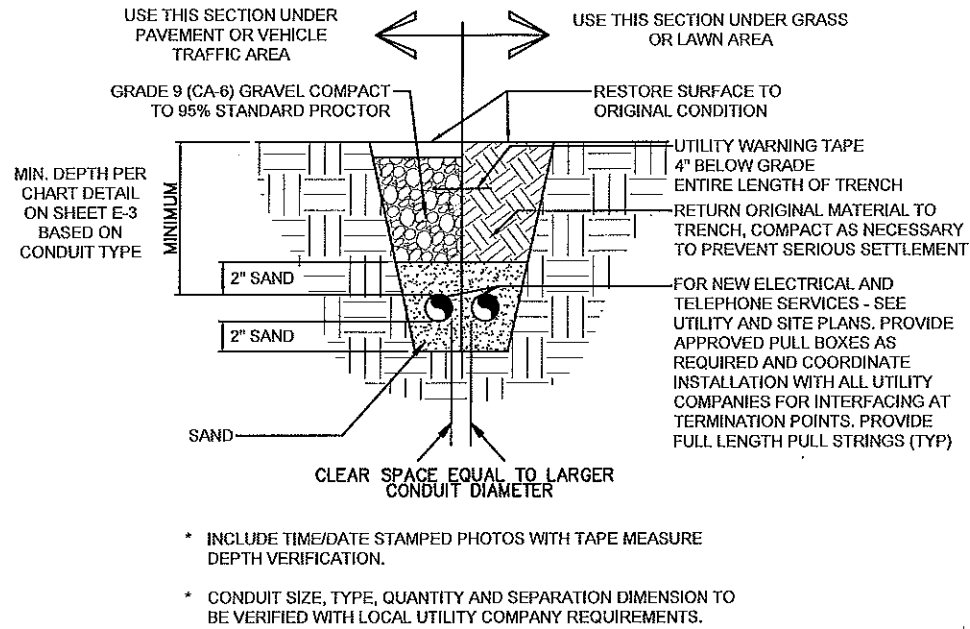
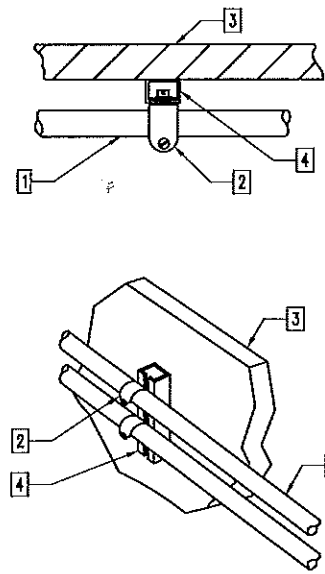
PANEL & PENETRATION DETAILS

SHEET NO.	REVISION NUMBER
D-2	0

- 1 CONDUIT (TYP)
2 BUTTERFLY CLAMP AS REQUIRED
3 EXISTING WALL / CEILING
4 VERTICAL "UNISTRUT" P1000 "T" SERIES LENGTH BASED ON NUMBER OF CONDUIT TO BE MOUNTED

UNISTRUT MOUNTING CHART	
WALL CONSTRUCTION TYPE	USE
HOLLOW	3/8"Ø TOGGLE BOLT
HOLLOW, AT STUD	3/8"Ø LAG SCREW
CONCRETE BLOCK(HOLLOW)	3/8"Ø HILTI HY-20 WITH SCREEN, MIN. EMBEDMENT 2-1/2"
CONCRETE (SOLID)	3/8"Ø HILTI HY-150 WITH SCREEN, MIN. EMBEDMENT 2-1/2"

NOTE: USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTIONS OF CHANNELS SPACE UNITS @ 5'-0" O.C. LENGTH OF RUN



MINIMUM COVER REQUIREMENTS, 0 TO 600 VOLTS, NOMINAL, BURIAL IN INCHES		
TYPE OF WIRING METHOD OR CIRCUIT		
LOCATION OF WIRING METHOD OR CIRCUIT	DIRECT BURIAL CABLES OR CONDUCTORS	RIGID METAL CONDUIT OR INTERMEDIATE METAL CONDUIT
ALL LOCATIONS NOT SPECIFIED BELOW	24 INCHES	6 INCHES
IN TRENCH BELOW 2 INCH THICK CONCRETE OR EQUIVALENT	18 INCHES	6 INCHES
UNDER STREETS OR HIGHWAYS	24 INCHES	24 INCHES

COVER IS DEFINED AS THE SHORTEST DISTANCE IN INCHES MEASURED BETWEEN A POINT ON THE TOP SURFACE OF ANY DIRECT-BURIED CONDUCTOR, CABLE, CONDUIT, OR OTHER RACEWAY AND THE TOP SURFACE OF FINISHED GRADE, CONCRETE, OR SIMILAR COVER.

INSTALL WARNING TAPE 4" BELOW GRADE FOR THE ENTIRE LENGTH OF TRENCH.

PROVIDE AT LEAST 2" OF SAND BED ABOVE CONDUIT AND 2" OF SAND BED BELOW THE CONDUIT.

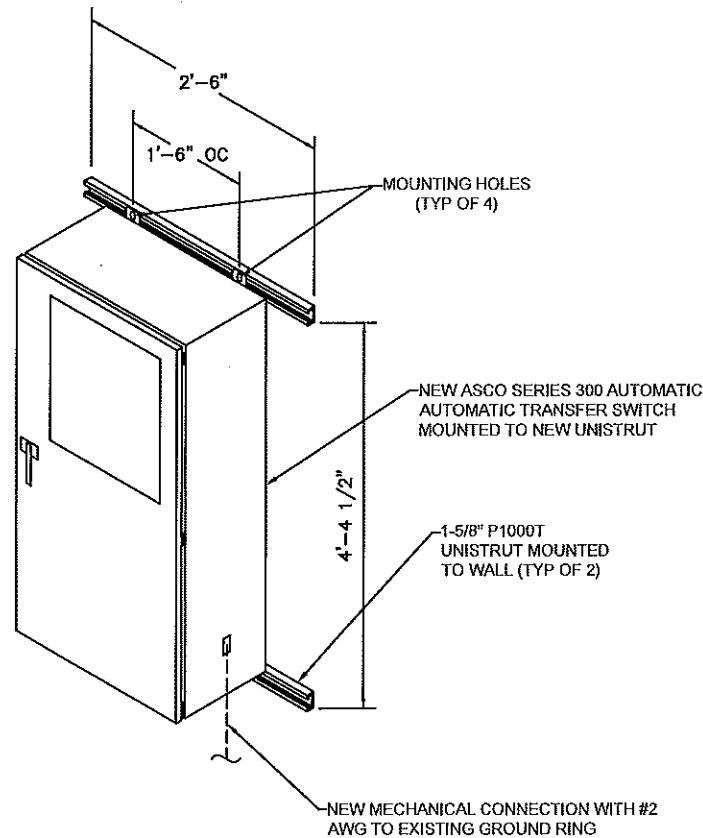
1 CONDUIT WALL MOUNT

SCALE: NONE

2 CONDUCTOR BURIAL REQUIREMENTS

SCALE: NONE

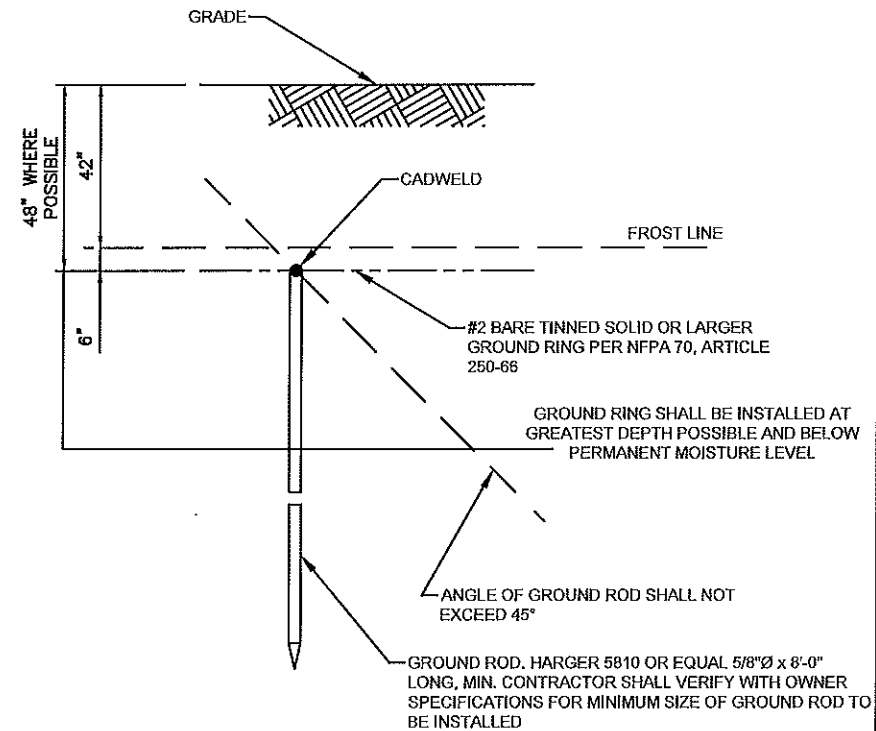
UNISTRUT MOUNTING CHART	
WALL CONSTRUCTION TYPE	USE
HOLLOW	3/8"Ø TOGGLE BOLT
HOLLOW, AT STUD	3/8"Ø LAG SCREW
CONCRETE BLOCK(HOLLOW)	7/16"Ø HILTI HY-20 WITH SCREEN MINIMUM EMBEDMENT 2-1/2"
CONCRETE (SOLID)	7/16"Ø HILTI HY-150 WITH SCREEN MINIMUM EMBEDMENT 2-1/2"



NOTE: USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS

NOTE: GC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH SHELTER WALL

- NOTE: GROUND RODS MAY BE:
-COPPER CLAD STEEL
-SOLID COPPER
- NOTE: GROUND RODS SHALL HAVE A MAXIMUM SPACING TWICE THE LENGTH OF ROD
- NOTE: SEE RESISTIVITY REPORT FOR VERIFICATION AS AVAILABLE
- NOTE: A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS HIGHLY PRONE TO LIGHTNING AND/OR AREAS WITH HIGHLY ACIDIC SOIL
- NOTE: GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2,000 OHM-CM, SHALL BE GALVANIZED TO PREVENT GALVANIC CORROSION OF TOWER, (SEE ANSI/TIA-EIA-222-G)

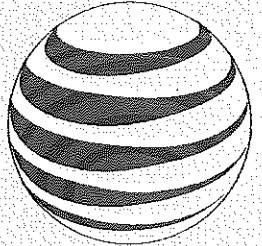


4 INTERSECT ATS MOUNTING DETAIL

SCALE: NONE

3 GROUND ROD DETAIL

SCALE: NONE



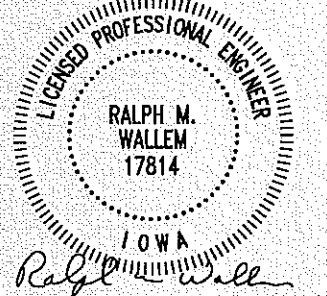
at&t

GENERAL DYNAMICS
Wireless Services
12906 SHELBYVILLE ROAD, STE. 230
LOUISVILLE, KY 40243
502.653.8963

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
PO Box 5 318 North Main Street
Huntingburg, Indiana 47542
Phone: (812) 683-3049

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
0	100% CDs	8/11/18	ABB



ADEL WT
FA#: 10082655
USID: 37337
1510 PRAIRIE STREET
ADEL, IA 50003
GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET NAME
PANEL & PENETRATION DETAILS

SHEET NO.	REVISION NUMBER
D-2	0

Resolution No. 18-92

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 13th day of November, 2018.

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, Deputy 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

October 24, 2018

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

Invoice #: 754809
Client #: 10113
Billing Attorney: KRS

INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

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

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	5,179.90	24.16	5,204.06
1002	MEETING ATTENDANCE AND TRAVEL	1,155.00	91.56	1,246.56
1003	MEETING AGENDA / PACKET REVIEW	385.05	.00	385.05
TOTAL		6,719.95	115.72	6,835.67

TOTAL THIS INVOICE \$ 6,835.67

Trust Funds Held on Account \$ 21,085.42

Finance \$ 3917.65 + 24.16 + 1155 + 91.56 + 385.05 = 5,573.42
Water 8177.65
USDA # 3 8542.30
USDA # 4 8542.30

[illegible]