



**ADEL CITY COUNCIL AGENDA**  
**301 S. 10<sup>th</sup> Street, Adel, IA 50003**  
***Tuesday, December 10, 2019 at 6:00 p.m.***

**OATH OF OFFICE**

1. Mayor – James F. Peters (administered by City Clerk Leopard)
2. City Council Member – Shirley McAdon (administered by Mayor Peters)
3. City Council Member – Dan Miller (administered by Mayor Peters)
4. City Council Member – Bob Ockerman (administered by Mayor Peters)

**MAYORAL RECOGNITION**

1. Certificate for 20 Years of Service – Library Director Paula James

**COMMENTS FROM THE PUBLIC**

1. Tim Merical, Duane Smith, and Eric Westberg – Letter to Council

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated November 12, 2019 (4:30 p.m.)
- b) Consider Approval of City Council Minutes Dated November 12, 2019 (6:00 p.m.)
- c) Consider Approval of City Council Minutes Dated November 19, 2019
- d) Consider Approval of November Bills and November 30, 2019 Treasurer's Report
- e) Consider Approval of Ahlers & Cooney, P.C. November 2019 Invoice to be Applied to Retainer
- f) Consider Approval of Resolution No. 19-111, Approving Budget Transfers for City Attorney Services
- g) Consider Approval of Resolution No. 19-112, Authorizing the Mayor to Sign the Contract between Iowa Spring and the Iowa Economic Development Authority for the High-Quality Jobs Program
- h) Consider Approval of Pay Estimate No. 9 – Section 3 - Wells 5 & 6 – Well House Construction
- i) Consider Approval of Pay Estimate No. 4 – Phase 1 Improvements – Water Treatment Plant
- j) Consider Approval of Resolution No. 19-113, Budget Transfers for Overlay Project
- k) Consider Approval of Full Member Firefighters – Cory Eskra & Scott Morrow

**DEPARTMENT HEAD REPORT**

1. North Raccoon River Watershed Plan – Tuesday, December 17 at 4:00 p.m. at 818 Court Street
2. Downtown Scenario Presentation – Tuesday, December 17 at 6:00 p.m. at the Adel Public Library
3. FY20-21 Budget Council Meeting – Monday, January 27, 2020 at 6:00 p.m.
4. Annual Library Report – Library Director Paula James

**OLD BUSINESS**

## **NEW BUSINESS**

- a) Discussion / Possible Action to Draft an Ordinance to Regulate the Use of ATVs within City Limits
- b) Discussion / Possible Action on United Brick & Tile's Proposed Sign in the Right-of-Way at the Intersection of Brickyard Road and Brickyard Drive
- c) Consider Approval of Parks & Recreation Board Recommendation to Reallocate FY19-20 LOST Funds to Southbridge Park for Spring 2020 Construction
- d) Consider Approval of Resolution No. 19-114, Authorizing the City to Submit an Application to CIRTPA for Transportation Alternatives Program (TAP) for year 2024 Funding
- e) Consider Approval of Resolution No. 19-115, Approving a 28E Agreement with the Adel-De Soto-Minburn School District for the School Resource Officer Program
- f) Consider Approval of Resolution No. 19-116, Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance and Securing the Payment of \$6,041,000 Sewer Revenue Capital Loan Notes, Taxable Series 2019, of the City of Adel, State of Iowa, Under the Provisions of the City Code of Iowa, and Providing for a Method of Payment of the Notes
- g) Consider Approval of Pay Estimate No. 9 (Final) – Bid Package No. 1 – Lift Station
- h) Consider Approval of Resolution No. 19-117, Accepting Bid Package No. 1 – Lift Station
- i) Consider Approval of Pay Application No. 8 (Final) – Bid Package No. 2 – Sanitary Sewer and Force Main
- j) Consider Approval of Resolution No. 19-118, Accepting Bid Package No. 2 – Sanitary Sewer and Force Main
- k) Consider Approval of Ordinance No. 347, Southbridge Urban Renewal Area - Cramer & Associates Property
- l) Consider Approval of Resolution No. 19-119, Approving and Authorizing Execution of a First Amendment to the Agreement for Private Development by and Between the City of Adel and Cramer and Associates, Inc
- m) Consider Approval of Resolution No. 19-120, Budget Transfers for GASB Consolidation

## **OTHER BUSINESS**

## **ADJOURNMENT**



# *Oath of Office*

I,

**James F. Peters**

*Do solemnly swear that I will support*

*The Constitution of the United States*

*And*

*The Constitution of the State of Iowa,*

*And that I will faithfully and impartially*

*To the best of my ability*

*Discharge all of the duties of the office of*

**Mayor**

*In the City of Adel, Iowa,*

*As now or hereafter required by law.*

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James F. Peters

*Subscribed and sworn to before me this 10th day of December, 2019*



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Angela Leopard, City Clerk

# *Oath of Office*

*I,*

**Shirley McAdon**

*Do solemnly swear that I will support*

*The Constitution of the United States*

*And*

*The Constitution of the State of Iowa,*

*And that I will faithfully and impartially*

*To the best of my ability*

*Discharge all of the duties of the office of*

**City Council**

*In the City of Adel, Iowa,*

*As now or hereafter required by law.*

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Shirley McAdon

*Subscribed and sworn to before me this 10th day of December, 2019*



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James F. Peters, Mayor



# *Oath of Office*

*I,*

**Daniel Miller**

*Do solemnly swear that I will support*

*The Constitution of the United States*

*And*

*The Constitution of the State of Iowa,*

*And that I will faithfully and impartially*

*To the best of my ability*

*Discharge all of the duties of the office of*

**City Council**

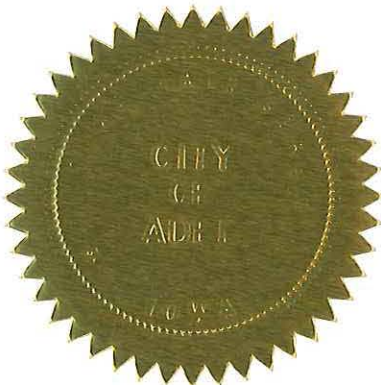
*In the City of Adel, Iowa,*

*As now or hereafter required by law.*

---

Daniel Miller

*Subscribed and sworn to before me this 10th day of December, 2019*



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James F. Peters, Mayor

# *Oath of Office*

*I,*

**Bob Ockerman**

*Do solemnly swear that I will support*

*The Constitution of the United States*

*And*

*The Constitution of the State of Iowa,*

*And that I will faithfully and impartially*

*To the best of my ability*

*Discharge all of the duties of the office of*

**City Council**

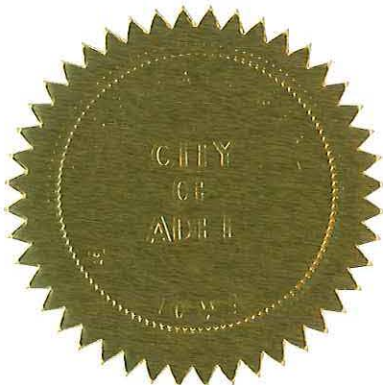
*In the City of Adel, Iowa,*

*As now or hereafter required by law.*

---

Bob Ockerman

*Subscribed and sworn to before me this 10th day of December, 2019*



---

James F. Peters, Mayor





# *Certificate of Appreciation*

*presented to*

**Paula James**

*in recognition of her 20 years of service to*

*The Citizens of Adel and  
The Adel Public Library*

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*James F. Peters, Mayor*

Dear Council Member,

I would like to address the sale of parks land in Kinnick Feller Park to Restoration Harmony.

As I said at the October council meeting, I agree that the owner of the building should own the ground it sits on. I think that the council should consider a variance to the amount needed to go with the size of the building. Here are a few of the reasons I think should be seriously considered.

I spoke briefly about trees, memorials and the time capsules in the area. There was mention of a covenant to protect some of this. If you look at the site where the parking stalls are intended, you would see at least two trees that would be lost.

One of the bigger issues I think to be considered is the effect to the adjoining property owners. I bring this up because the agreement you are currently proposing takes away the direct access to the park, which is a big selling point that can affect our resale value. . I would ask, if it were your backyard and possible value being affected, would you adjust to a compromise for all parties?

I would also like to point what may not seem like a big deal right away but what if this owner or the next owner would not like the trespassing aspect of it. If that became the case, there are a lot of people that use that area for pictures of all sorts, i.e., senior, wedding, family and others.

I recall it being mentioned that the land under the building should maybe been addressed back when it was sold. So I'm wondering if it would have needed so much ground to meet the rules then or not, since this is why now it needs so much now. I also wonder, does it meet all the other new zoning rules, like setbacks in all directions? If not, then we are already working with some variances so why not create one more that I think could be a win for all.

Right now the cities proposal is good for Restoration Harmony only. What I would suggest is a compromise that I think would be good for all. If the city was to have a variance that would let that property require less ground but still sell them the ground under it, in front of it and enough to give access around the west side to the back of the building. Then that would let the home owners keep the direct park access as a selling point for their property and Restoration Harmony could get the insurance and rates that they need. There will still be ample city parking around the area as there always has been and that seems to work perfectly fine for several businesses in our community. I feel this would be a great way for things to work in everyone's favor.

I, we as the adjoining neighbors would like to thank you for your time and consideration of this delicate situation and hope that you will do the right thing to make this work for all involved.

Sincerely thank you,

Tim Merical 436 N 11th St Pl, Duane Smith 432 N 11<sup>th</sup> St Pl

Eric Westberg 427 N 11<sup>th</sup> St Pl



**Adel City Council**  
**November 12, 2019 - Meeting Minutes**

The Adel City Council and P&Z Commission met for a special session workshop at the Adel Public Library, 303 S. 10<sup>th</sup> Street, Adel, Iowa on Tuesday, November 12, 2019 at 4:30 p.m. At 4:31 p.m., Mayor Peters called the meeting to order.

Council Members Present: Ockerman, Christensen, McAdon, and Selby. Miller arrived at 4:43 p.m.

P&Z Members Present: Melody Marshall, Stephanie Poole, Todd Cook, Kent McAdon, and Jonathan Fokken  
P&Z Members Absent: Tom Waltz and Rebecca Reed

Staff Present: City Attorney Stone, City Administrator Brown, City Clerk Leopard, and Code Compliance Officer Nichols.

**NEW BUSINESS**

- a) *Envision Adel 2040* Draft Comprehensive Plan Presentation by Confluence  
**Chris Shires and Jane Reasoner from Confluence gave a presentation of the draft *Envision Adel 2040*, an update to the 2009 Comprehensive Plan. The draft will be available at [www.adeliowa.org](http://www.adeliowa.org) for public comment this month.**

**ADJOURNMENT**

- 1. Meeting adjourned at 5:35 p.m.**

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk

**Adel City Council**  
**November 12, 2019 - Meeting Minutes**

The Adel City Council met in regular session at Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, Iowa on Tuesday, November 12, 2019. At 6:01 p.m., Mayor Peters called the meeting to order. The following answered roll: Ockerman, Christensen, McAdon, Miller, and Selby.

Staff Present: City Attorney Stone, City Administrator Brown, City Clerk Leopard, Finance Director Sandquist, Police Chief Shepherd, Public Works Director Overton, and Parks & Recreation Director Schenck.

**COMMENTS FROM THE PUBLIC**

1. Travis McCurnin – Greater Dallas County Development Alliance Annual Update.
2. James Bierly, 1531 Cedar Dr. Adel, IA – Black Hills Information Security – Penetration Testing Conference, November 20, 2019 at the Adel Public Library.

**PROCLAMATION**

1. American Legion Auxiliary Centennial Day Proclamation – November 10, 2019

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated October 8, 2019
- b) Consider Approval of City Council Minutes Dated October 21, 2019
- c) Consider Approval of October Bills and October 31, 2019 Treasurer's Report
- d) Consider Approval of Ahlers & Cooney, P.C. October 2019 Invoice to be Applied to Retainer
- e) Consider Approval of Resolution No. 19-104, Approving Budget Transfers for City Attorney Services
- f) Consider Approval of Special Class C Liquor License (Beer/Wine) with Living Quarters for China Village
- g) Consider Approval of Conflict Waiver for Ahlers & Cooney, P.C. for the Proposed 28E Agreement with the Dallas County Conservation Board for the Raccoon River Valley Trail
- h) Consider Approval of Pay Estimate No. 8 – Part B – Section 3 – Wells 5 & 6 Well House Construction
- i) Consider Approval of Change Order No. 3 – Water Treatment Plant
- j) Consider Approval of Pay Estimate No. 3 – Water Treatment Plant
- k) Consider Approval of Change Order No. 6 (remaining contingency allowance deduction) – Bid Package #1 – Lift Station
- l) Consider Approval of Pay Estimate No. 8 (Sub-Final) – Bid Package #1 – Lift Station
- m) Consider Approval of Change Order No. 3 – Bid Package #2 – Sanitary Sewer and Force Main
- n) Consider Approval of Pay Application No. 7 (Sub-Final) – Bid Package #2 – Sanitary Sewer and Force Main

**Motion by Ockerman, seconded by Christensen, to approve the consent agenda.**

**Roll: Ayes – Unanimous. Motion carried.**

**DEPARTMENT HEAD REPORT**

1. 2020-2021 Council Goal Setting Session – Tuesday, November 19 at 6:00 p.m. at Adel City Hall
2. Gary Brons – McClure Engineering – Annual Water Treatment Team Summit

**NEW BUSINESS**

- a) Consider Approval of Resolution No. 19-105, Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

**Motion by Ockerman, seconded by Miller, to approve Resolution No. 19-105.**

**Roll: Ayes – Unanimous. Motion carried.**



- b) Consider Approval of Resolution No. 19-106, Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of \$4,135,000 General Obligation Refunding Capital Loan Notes, Series 2019, and Levying a Tax to Pay Said Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

**Motion by Christensen, seconded by McAdon, to approve Resolution No. 19-106.**

**Roll: Ayes – Unanimous. Motion carried.**

- c) Consider Approval of Annual Urban Renewal Report – Fiscal Year 2018-2019

**Motion by McAdon, seconded by Selby, to approve the Annual Urban Renewal Report – FY 18-19.**

**Roll: Ayes – Unanimous. Motion carried.**

- d) Consider Approval of Resolution No. 19-107, Authorizing an Interfund Loan to the TIF Fund

**Motion by McAdon, seconded by Ockerman, to approve Resolution No. 19-107.**

**Roll: Ayes – Unanimous. Motion carried.**

- e) Consider Approval of Resolution No. 19-108 Approving TIF Indebtedness Certification

**Motion by Selby, seconded by Miller, to approve Resolution No. 19-108.**

**Roll: Ayes – Unanimous. Motion carried.**

- f) Consider Approval of Pay Estimate No. 3 (Final) – 2019 Adel City Hall Window Replacement Project

**Motion by Miller, seconded by McAdon, to approve Pay Estimate No. 3 (Final) – 2019 Adel City Hall Window Replacement Project.**

**Roll: Ayes – Unanimous. Motion carried.**

- g) Consider Approval of Resolution No. 19-109 Accepting the 2019 Adel City Hall Window Replacement Project

**Motion by Miller, seconded by Christensen, to approve Resolution No. 19-109.**

**Roll: Ayes – Unanimous. Motion carried.**

- h) Consider Approval of Pay Application No. 6 (Final) – Adel Water Utility Improvements, Phase 1 – Bryan and Rapids Street Water Main Replacement Project

**Motion by Ockerman, seconded by Selby, to approve Pay Application No. 6 (Final) – Adel Water Utility Improvements, Phase 1 – Bryan and Rapids Street Water Main Replacement Project.**

**Roll: Ayes – Unanimous. Motion carried.**

- i) Consider Approval of Resolution No. 19-110 Accepting the Bryan and Rapids Street Water Main Replacement Project (Section 1)

**Motion by Christensen, seconded by Ockerman, to approve Resolution No. 19-110.**

**Roll: Ayes – Unanimous. Motion carried.**

- j) Annual Review of City Administrator – Possible Closed Session. The Council May Enter into Closed Session in Accord with Section 21.5(1)(i) of the Iowa Code, *To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.*

**City Administrator Brown requested a closed session.**

**Motion by Ockerman, seconded by Miller, to enter closed session.**

**Roll: Ayes – Unanimous. Motion carried. Closed session began at 6:21 p.m.**

**Motion by Miller, seconded by Selby, to exit closed session.**

**Roll: Ayes – Unanimous. Motion carried. Closed session ended at 7:23 p.m.**

**Motions by McAdon, seconded by Miller, to proceed as discussed in closed session approving City Administrator Brown's Goals.**

**Roll: Ayes – Unanimous. Motion carried.**

**OTHER BUSINESS**

1. **Council member McAdon gave updates on the Landfill and Iowa League of Cities. She also shared about 2 new businesses in town.**

**ADJOURNMENT**

1. **Meeting adjourned at 7:32 p.m.**

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk

**Adel City Council**  
**November 19, 2019 - Meeting Minutes**

The Adel City Council met in special session at Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, Iowa on Tuesday, November 19, 2019. At 6:01 p.m., Mayor Peters called the meeting to order. The following answered roll: Ockerman, Christensen, McAdon, Miller, and Selby.

Staff Present: City Administrator Brown, City Clerk Leopard, Finance Director Sandquist, Police Chief Shepherd, Public Works Director Overton, Parks & Recreation Director Schenck, Code Compliance Officer Nichols, Library Director James, and Asst. Library Director Jayne.

**NEW BUSINESS**

- a) 2020 – 2021 Goal Setting Session – Moderated by Patrick Callahan, Callahan Municipal Consultants
  - a. Introduction and Opening Comments
  - b. General Overview of the Meeting and the Goal Setting Process
  - c. Brief Review of City Accomplishments – Past Two Years – Exhibits A & F
  - d. Brief Review of Issues, Concerns, and Trends – Exhibits B & G
  - e. Review and Ranking of Programs, Policies, and Initiatives – Exhibits C & H
    - i. Review of Proposed Initiatives
    - ii. Clarification of Items
    - iii. Revisions, Additions, Deletions, and Combinations of Items
    - iv. Ranking of Items – Placing of the “Dots”
    - v. Review List of “Givens” or Ongoing Programs or Initiatives
  - f. Review and Ranking of Capital Projects & Equipment Purchases – Exhibits D & I
    - i. Review of Proposed Initiatives
    - ii. Clarification of Items
    - iii. Revisions, Additions, Deletions, and Combinations of Projects
    - iv. Ranking of Items – Placing of the “Dots”
    - v. Review List of “Givens” or Ongoing Projects
  - g. Review/Evaluate “Team Work Objectives” – Exhibits E & J
  - h. Final Report to the Mayor and City Council 2020 – 2021 Goal Setting Process
  - i. Questions, Comments, and Suggestions

**No action was taken. The formal report will be approved at a later Council meeting.**

**ADJOURNMENT**

- 1. Meeting adjourned at 8:42 p.m.**

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk



VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
(Titan Machinery) - Productivity Plus	11/26/19	TRANSMISSION SRVC ON BACK	GENERAL FUND	Parks	403.28
	11/26/19	TRANSMISSION SRVC ON BACK	ROAD USE TAX	Road Use Tax	403.28
	11/26/19	TRANSMISSION SRVC ON BACK	WATER UTILITY	Water	403.28
	11/26/19	TRANSMISSION SRVC ON BACK	SEWER UTILITY FUND	Sewer	403.27
	11/26/19	TRANSMISSION SRVC ON BACK	STORM WATER UTILIT	STORM WATER UTILITY	403.27
				TOTAL:	2,016.38
ASSURITY LIFE INSURANCE COMPANY	11/20/19	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	20.22
	12/05/19	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	20.22
	11/20/19	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	89.66
	12/05/19	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	89.66
	11/20/19	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	2.12
	12/05/19	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	2.12
	11/20/19	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.54
	12/05/19	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.54
	11/20/19	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	1.41
	12/05/19	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	1.41
				TOTAL:	233.90
Accu Jet Sewer & Drain Cleaning	12/06/19	CLEAN & TELEWISE VARIOUS L	SEWER UTILITY FUND	Sewer	235.80
				TOTAL:	235.80
Addison Banse	11/26/19	BASKETBALL REF 11/16 & 11/2	GENERAL FUND	Recreation	45.00
				TOTAL:	45.00
Adel Kiwanis	12/06/19	LG WREATHS FOR CH	GENERAL FUND	Police Department	50.00
	12/06/19	LG WREATHS FOR PD	GENERAL FUND	Finance	50.00
				TOTAL:	100.00
Adel Partners Chamber of Commerce	12/06/19	2020 MEMBERSHIP DUE	INDUSTRIAL PARK PR	Capital Projects	12,500.00
				TOTAL:	12,500.00
Ahlers & Cooney, P.C.	12/06/19	URBAND RENEWAL/TIF	GENERAL FUND	Finance	90.00
	12/06/19	SOUTHBRIDGE URA	GENERAL FUND	Finance	494.00
	12/06/19	AMEND NO. 1 TO CRAMER DA	GENERAL FUND	Finance	204.00
	11/24/19	LEGAL FEES	GENERAL FUND	Finance	119.50
	11/24/19	LEGAL FEES	GENERAL FUND	Finance	140.00
	12/06/19	HANDBOOK REVIEW	GENERAL FUND	Finance	112.50
	12/06/19	USDA # 4 SEWER REVENUE CAP	EAST ANNEX SAN UTI	CAPITAL PROJECTS	22,350.00
				TOTAL:	23,510.00
Alley Auto Sales	12/06/19	OIL FILTER FOR CAR #3	GENERAL FUND	Police Department	29.95
				TOTAL:	29.95
Anderson Services, LLC	11/14/19	City Hall Window Replaceme	GENERAL FUND	Finance	33,138.60
				TOTAL:	33,138.60
Aniston Smith	11/26/19	BASKETBALL REF 11/16 & 11/2	GENERAL FUND	Recreation	80.00
				TOTAL:	80.00
Ankeny Sanitation	11/21/19	Dumpster Dump	SEWER UTILITY FUND	Sewer	70.00
	11/26/19	GRBG/RCYL SRVC 11/1/2019	GARBAGE/RECYCLING	Garbage	22,770.22
	11/26/19	GRBG/RCYL SRVC 11/1/2019	GARBAGE/RECYCLING	Garbage	7,190.60
				TOTAL:	30,030.82
Arnold Motor Supply	11/26/19	OCT 2019 PURCHASES	GENERAL FUND	Fire Department	40.81

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/26/19	OCT 2019 PURCHASES	GENERAL FUND	Parks	2.21
	11/26/19	OCT 2019 PURCHASES	ROAD USE TAX	Road Use Tax	70.89
	11/26/19	OCT 2019 PURCHASES	ROAD USE TAX	Road Use Tax	26.98
				TOTAL:	140.89
Bound Tree Medical	11/21/19	Pulse Oximeter	GENERAL FUND	Fire Department	39.50
				TOTAL:	39.50
CITY OF ADEL (FLEX SPENDING ACCOUNTS)	11/20/19	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	105.18
	12/05/19	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	105.18
	11/20/19	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	12/05/19	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	11/20/19	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	42.81
	12/05/19	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	42.81
	11/20/19	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	12/05/19	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	11/20/19	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	29.10
	12/05/19	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	29.10
	11/20/19	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	12/05/19	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	11/20/19	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	48.79
	12/05/19	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	48.79
	11/20/19	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	12/05/19	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	11/20/19	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.95
	12/05/19	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.95
	11/20/19	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
	12/05/19	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
				TOTAL:	663.66
CROW RIVER CONSTRUCTION	11/14/19	Bryan & Rapids Water Main	WATER UTIL IMPROV	CAPITAL PROJECTS	8,600.00
				TOTAL:	8,600.00
Cargill Inc.	11/21/19	Salt for Water Plant	WATER UTILITY	Water	4,598.65
				TOTAL:	4,598.65
Cintas Corporation	11/21/19	Replenish Shop First Aid K	GENERAL FUND	Cemetery	16.66
				TOTAL:	16.66
Collections Services Center	11/20/19	CHILD SUPPORT W/H	ROAD USE TAX	Road Use Tax	229.00
	12/05/19	CHILD SUPPORT W/H	ROAD USE TAX	Road Use Tax	229.00
				TOTAL:	458.00
Concrete Impressions	11/26/19	REPLACE ALLEY APPROACH	ROAD USE TAX	Road Use Tax	1,672.00
	11/26/19	REPLACE ALLEY APPROACH	WATER UTILITY	Water	1,672.00
				TOTAL:	3,344.00
Culligan	12/06/19	MONTHLY BOTTLED WATER	GENERAL FUND	Library	48.40
	11/21/19	Wtr Dep,Cooler Rental,Wtr	GENERAL FUND	Cemetery	102.10
				TOTAL:	150.50
Dallas County News, Inc.	11/26/19	PD SUBSCRIPTION TO DALLAS	GENERAL FUND	Police Department	46.00
				TOTAL:	46.00
Delta Dental Plan of Iowa	11/20/19	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	140.52
	11/20/19	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	3.46

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/05/19	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	138.79
	11/20/19	PY-INSURANCE PREMIUM DELTA ROAD USE TAX		NON-DEPARTMENTAL	12.47
	12/05/19	PY-INSURANCE PREMIUM DELTA ROAD USE TAX		NON-DEPARTMENTAL	12.47
	11/20/19	DEC. '19 DENTAL PREMIUMS ROAD USE TAX		Road Use Tax	171.72
	11/20/19	DEC. '19 DENTAL PREMIUMS TRUST AND AGENCY		General Government	1,221.07
	11/20/19	PY-INSURANCE PREMIUM DELTA WATER UTILITY		NON-DEPARTMENTAL	34.64
	12/05/19	PY-INSURANCE PREMIUM DELTA WATER UTILITY		NON-DEPARTMENTAL	31.64
	11/20/19	DEC. '19 DENTAL PREMIUMS WATER UTILITY		Water	267.11
	11/20/19	PY-INSURANCE PREMIUM DELTA SEWER UTILITY FUND	NON-DEPARTMENTAL		23.44
	12/05/19	PY-INSURANCE PREMIUM DELTA SEWER UTILITY FUND	NON-DEPARTMENTAL		23.44
	11/20/19	DEC. '19 DENTAL PREMIUMS SEWER UTILITY FUND	Sewer		228.95
	11/20/19	PY-INSURANCE PREMIUM DELTA STORM WATER UTILIT	NON-DEPARTMENTAL		0.94
	12/05/19	PY-INSURANCE PREMIUM DELTA STORM WATER UTILIT	NON-DEPARTMENTAL		3.94
	11/20/19	DEC. '19 DENTAL PREMIUMS STORM WATER UTILIT	STORM WATER UTILITY		19.07
		TOTAL:			2,326.75
Demco	12/06/19	NEW DISPLAY STAND & SUPPLI	FRIENDS/FOUNDATION	Library	737.93
		TOTAL:			737.93
Doug Cook	12/06/19	DAM REPAIR	2019 FLOOD	CAPITAL PROJECTS	15,100.00
		TOTAL:			15,100.00
EMBREE AG REPAIR	11/21/19	Repair FICM Module (106)	GENERAL FUND	Fire Department	851.14
		TOTAL:			851.14
Electric Pump & Tool Inc	12/06/19	CALIBRATE FLOW METER SWR P SEWER UTILITY FUND	Sewer		422.50
		TOTAL:			422.50
Excel Mechanical Co Inc	11/26/19	SRVC VENTILATION @MAIN LIF SEWER UTILITY FUND	Sewer		529.00
		TOTAL:			529.00
Fareway Stores #124	12/06/19	DRINKS & SNACKS GOAL SET M	GENERAL FUND	Finance	18.12
		TOTAL:			18.12
Feld Fire Equip. Co.	11/21/19	Drain Valve (102)	GENERAL FUND	Fire Department	136.68
		TOTAL:			136.68
Galls, LLC	11/21/19	Shirts & Collar Extender	GENERAL FUND	Fire Department	108.93
		TOTAL:			108.93
Gatehouse Media - Ames Tribune	12/06/19	HELP WANTED AD FOR PD	GENERAL FUND	Police Department	116.75
	11/26/19	CC MINUTES 10/8 & 10/21	GENERAL FUND	Finance	342.84
	11/26/19	ORD 345	GENERAL FUND	Finance	21.17
	11/26/19	ORD 346	GENERAL FUND	Zoning/Compliance/Perm	119.35
		TOTAL:			600.11
General Traffic Control	11/26/19	SPEED RADAR SIGN	ROAD USE TAX	Road Use Tax	2,532.50
	11/26/19	SPEED RADAR SIGN	ROAD USE TAX	Road Use Tax	2,532.50
		TOTAL:			5,065.00
HD Supply Construction and Industrial-	11/26/19	CAST IRON GATES FOR DRAIN	SEWER UTILITY FUND	Sewer	524.90
		TOTAL:			524.90
Hills Brothers Asphalt	12/06/19	PATCH WORK DONE ON N 15TH	GENERAL FUND	Roads, Bridges, Sidewa	1,850.00
	12/06/19	PATCH WORK DONE ON N 15TH	ROAD USE TAX	Road Use Tax	8,820.00
		TOTAL:			10,670.00



VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Hospitality Marketers International, I	11/26/19	HOTEL MARKET STUDY	GENERAL FUND	Finance	1,900.00
				TOTAL:	1,900.00
Hotsy Cleaning Systems Inc.	11/21/19	17 Gals - Car Wash Soap	GENERAL FUND	Police Department	30.60
	11/21/19	17 Gals - Car Wash Soap	GENERAL FUND	Parks	30.60
	11/21/19	17 Gals - Car Wash Soap	ROAD USE TAX	Road Use Tax	30.60
	11/21/19	17 Gals - Car Wash Soap	WATER UTILITY	Water	30.60
	11/21/19	17 Gals - Car Wash Soap	SEWER UTILITY FUND	Sewer	30.60
				TOTAL:	153.00
House Works	12/06/19	NOVEMBER JANITORIAL SRVC	GENERAL FUND	Library	960.00
				TOTAL:	960.00
IOWA RETIREMENT INVESTORS' CLUB (RIC)	11/20/19	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	12/05/19	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	11/20/19	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	245.10
	12/05/19	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	245.10
	11/20/19	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	140.25
	12/05/19	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	140.25
	11/20/19	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	228.25
	12/05/19	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	228.25
	11/20/19	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	228.90
	12/05/19	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	228.90
	11/20/19	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	7.50
	12/05/19	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	7.50
				TOTAL:	1,900.00
IPERS	11/20/19	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,183.81
	11/20/19	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	3.53
	12/05/19	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,282.09
	11/20/19	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,292.29
	12/05/19	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,612.76
	11/20/19	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	410.81
	12/05/19	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	410.29
	11/20/19	PY-IPERS REG	ROAD USE TAX	Road Use Tax	616.57
	12/05/19	PY-IPERS REG	ROAD USE TAX	Road Use Tax	615.80
	11/20/19	PY-IPERS REG	TRUST AND AGENCY	General Government	1,776.64
	11/20/19	PY-IPERS REG	TRUST AND AGENCY	General Government	5.31
	12/05/19	PY-IPERS REG	TRUST AND AGENCY	General Government	1,924.12
	11/20/19	PY-POLICE IPERS	TRUST AND AGENCY	General Government	1,937.46
	12/05/19	PY-POLICE IPERS	TRUST AND AGENCY	General Government	2,417.91
	11/20/19	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	498.36
	12/05/19	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	498.36
	11/20/19	PY-IPERS REG	WATER UTILITY	Water	747.99
	12/05/19	PY-IPERS REG	WATER UTILITY	Water	747.99
	11/20/19	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	529.00
	12/05/19	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	531.04
	11/20/19	PY-IPERS REG	SEWER UTILITY FUND	Sewer	793.92
	12/05/19	PY-IPERS REG	SEWER UTILITY FUND	Sewer	796.99
	11/20/19	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	47.45
	12/05/19	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	69.96
	11/20/19	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	71.19
	12/05/19	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	104.96
				TOTAL:	20,926.60
Ingram Library Services	12/06/19	BOOKS	GENERAL FUND	Library	1,263.89

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	1,263.89
Iowa Assn of Municipal Utilities	12/06/19	CIASSO DEC2019-FEB 2020	GENERAL FUND	Parks	204.42
	12/06/19	CIASSO DEC2019-FEB 2020	ROAD USE TAX	Road Use Tax	204.43
	12/06/19	CIASSO DEC2019-FEB 2020	WATER UTILITY	Water	204.42
	12/06/19	CIASSO DEC2019-FEB 2020	SEWER UTILITY FUND	Sewer	204.42
	12/06/19	CIASSO DEC2019-FEB 2020	STORM WATER UTILIT	STORM WATER UTILITY	204.42
				TOTAL:	1,022.11
Iowa Central Community College	11/21/19	Training for Eskra & Lee	GENERAL FUND	Fire Department	225.00
				TOTAL:	225.00
Iowa One Call	11/26/19	OCT 2019 LOCATES	WATER UTILITY	Water	93.70
				TOTAL:	93.70
Iowa Pump Works, Inc.	11/21/19	Work on Pump 3 Main Lift	SEWER UTILITY FUND	Sewer	1,428.00
				TOTAL:	1,428.00
Iowa Rural Water Assoc	12/06/19	COMMUNITY DUE MEMBERSHIP	WATER UTILITY	Water	162.50
				TOTAL:	162.50
Ironton Global	12/06/19	NOV '19 TRUNK SUBSCRIPTION	GENERAL FUND	Finance	49.61
				TOTAL:	49.61
JMT TRUCKING CO	12/06/19	TRUCKING FEES FOR BALLFIEL	GENERAL FUND	Parks	515.15
				TOTAL:	515.15
Jetco, Inc.	11/26/19	RPLC TRANSDUCRE @ MAIN LIF	SEWER UTILITY FUND	Sewer	1,560.00
				TOTAL:	1,560.00
John T. Jones Construction Co.	11/14/19	Water Treatment Plant	NEW WATER TREATMEN	CAPITAL PROJECTS	934,599.02
				TOTAL:	934,599.02
Julia Case	11/26/19	BASKETBALL REF 11/16 &11/2	GENERAL FUND	Recreation	80.00
				TOTAL:	80.00
Keystone Laboratories, Inc.	11/21/19	Water Sample Testing	WATER UTILITY	Water	62.50
	11/21/19	Waste Water Testing	SEWER UTILITY FUND	Sewer	1,394.00
				TOTAL:	1,456.50
Kip Overton	11/21/19	Boot Reimbursement	ROAD USE TAX	Road Use Tax	46.00
	11/21/19	Boot Reimbursement	WATER UTILITY	Water	46.01
	11/21/19	Boot Reimbursement	SEWER UTILITY FUND	Sewer	46.00
				TOTAL:	138.01
Lannie Montag	12/06/19	HISTORIE PRESERVATION GRAN	GENERAL FUND	Finance	1,303.00
				TOTAL:	1,303.00
Lauren Case	11/26/19	BASKETBALL REF 11/16 &11/2	GENERAL FUND	Recreation	60.00
				TOTAL:	60.00
Legislative Services Agency	12/06/19	IOWA CODE BOOK UPDATE	GENERAL FUND	Police Department	75.00
				TOTAL:	75.00
Linda Johnson	12/06/19	NOV CLEANING CH, MUSUEM, &	GENERAL FUND	Police Department	216.00
	12/06/19	NOV CLEANING CH, MUSUEM, &	GENERAL FUND	Museum	54.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/06/19	NOV CLEANING CH, MUSUEM, &	GENERAL FUND	Finance	216.00
				TOTAL:	486.00
Liquid Engineering Corp	11/26/19	CLEAN/ INSPECT WTR TOWER	WATER UTILITY	Water	4,560.00
				TOTAL:	4,560.00
MCA Metal Fabrication	11/26/19	REPAIR BROKEN ARM ON ST SW	STORM WATER UTILIT	STORM WATER UTILITY	80.00
				TOTAL:	80.00
Manatts Inc.	11/26/19	CONCRETE BLOCKS/ NEW ROCK	NEW WATER TREATMEN	CAPITAL PROJECTS	680.00
				TOTAL:	680.00
Mason Tollari	11/26/19	BASKETBALL REF 11/16 &11/2	GENERAL FUND	Recreation	140.00
				TOTAL:	140.00
Mediacom	12/06/19	SRVC 12/8-01/07/2019	GENERAL FUND	Police Department	130.80
	12/06/19	SRVC 12/8-01/07/2019	GENERAL FUND	Library	130.80
	12/06/19	SRVC 12/8-01/07/2019	GENERAL FUND	Pool	44.01
	12/06/19	SRVC 12/8-01/07/2019	GENERAL FUND	Finance	108.35
	12/06/19	SRVC 12/8-01/07/2019	GENERAL FUND	Internet	586.26
				TOTAL:	1,000.22
Menards	11/26/19	6 PATIO BLOCKS, LEVEL & EX	GENERAL FUND	Parks	107.36
				TOTAL:	107.36
Michael Todd & Co Inc	11/21/19	Curb Guards/Bolts - Snow P	ROAD USE TAX	Road Use Tax	410.99
				TOTAL:	410.99
MicroMarketing LLC	12/06/19	BOOKS ON CD	GENERAL FUND	Library	68.99
				TOTAL:	68.99
Minger Construction Companies, Inc.	11/14/19	Sanitary Sewer & Force Mai	EAST ANNEX SAN UTI	CAPITAL PROJECTS	117,212.14
				TOTAL:	117,212.14
Murphy Tractor & Equipment Co	11/26/19	OIL FILTER & NEW CUTTING E	GENERAL FUND	Parks	386.80
	11/26/19	OIL FILTER & NEW CUTTING E	ROAD USE TAX	Road Use Tax	386.80
	11/26/19	OIL FILTER & NEW CUTTING E	WATER UTILITY	Water	386.80
	11/26/19	OIL FILTER & NEW CUTTING E	SEWER UTILITY FUND	Sewer	386.80
	11/26/19	OIL FILTER & NEW CUTTING E	STORM WATER UTILIT	STORM WATER UTILITY	386.79
				TOTAL:	1,933.99
Murray's Auto Pit Stop	11/21/19	Repair & Oil Change (105)	GENERAL FUND	Fire Department	1,359.90
				TOTAL:	1,359.90
Nate Conrad	11/26/19	BASKETBALL REF 11/16 &11/2	GENERAL FUND	Recreation	60.00
				TOTAL:	60.00
Olivia Tollari	11/26/19	BASKETBALL REF 11/16 &11/2	GENERAL FUND	Recreation	80.00
				TOTAL:	80.00
POS Supply Solutions	12/06/19	PRINTER PAPER FOR PD CARS	GENERAL FUND	Police Department	299.95
				TOTAL:	299.95
PRINCIPAL LIFE INSURANCE CO - SBD GRAN	11/20/19	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	125.77
	12/05/19	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	125.77
	11/20/19	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	11.69



VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/05/19	PY - PRINCIPAL VOLUNTARY L ROAD USE TAX		NON-DEPARTMENTAL	11.69
	11/20/19	DEC. '19 LIFE & DIS. PREMI TRUST AND AGENCY		General Government	922.27
	11/20/19	PY - PRINCIPAL VOLUNTARY L WATER UTILITY		NON-DEPARTMENTAL	22.97
	12/05/19	PY - PRINCIPAL VOLUNTARY L WATER UTILITY		NON-DEPARTMENTAL	22.16
	11/20/19	DEC. '19 LIFE & DIS. PREMI WATER UTILITY		Water	164.24
	11/20/19	PY - PRINCIPAL VOLUNTARY L SEWER UTILITY FUND		NON-DEPARTMENTAL	27.61
	12/05/19	PY - PRINCIPAL VOLUNTARY L SEWER UTILITY FUND		NON-DEPARTMENTAL	27.61
	11/20/19	DEC. '19 LIFE & DIS. PREMI SEWER UTILITY FUND		Sewer	164.24
	11/20/19	PY - PRINCIPAL VOLUNTARY L STORM WATER UTILIT		NON-DEPARTMENTAL	3.29
	12/05/19	PY - PRINCIPAL VOLUNTARY L STORM WATER UTILIT		NON-DEPARTMENTAL	4.10
	11/20/19	DEC. '19 LIFE & DIS. PREMI STORM WATER UTILIT		STORM WATER UTILITY	12.63
		TOTAL:			1,646.04
Paul's Pest Control	12/06/19	QUARTERLY PEST CONTROL	GENERAL FUND	Museum	200.00
	12/06/19	QUARTERLY PEST CONTROL	GENERAL FUND	Finance	70.00
		TOTAL:			270.00
People's Bank	11/20/19	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,465.33
	11/20/19	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	47.00
	12/05/19	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	2,282.47
	11/20/19	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	257.11
	12/05/19	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	256.73
	11/20/19	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	324.74
	12/05/19	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	330.58
	11/20/19	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	348.90
	12/05/19	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	350.82
	11/20/19	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	28.92
	12/05/19	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	43.40
		TOTAL:			5,736.00
Peoples Trust & Savings	11/20/19	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,139.71
	11/20/19	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	122.98
	12/05/19	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	4,210.84
	11/20/19	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,274.22
	11/20/19	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	77.75
	12/05/19	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,721.44
	11/20/19	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	531.91
	11/20/19	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	18.18
	12/05/19	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	688.68
	11/20/19	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	583.81
	12/05/19	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	583.04
	11/20/19	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	389.35
	12/05/19	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	388.84
	11/20/19	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	91.04
	12/05/19	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	90.92
	11/20/19	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	389.34
	12/05/19	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	388.83
	11/20/19	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	91.05
	12/05/19	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	90.93
	11/20/19	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,274.23
	11/20/19	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	77.75
	12/05/19	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,721.45
	11/20/19	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	531.90
	11/20/19	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	18.18
	12/05/19	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	688.66
	11/20/19	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	712.98

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/05/19	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	734.47
	11/20/19	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	463.75
	12/05/19	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	465.49
	11/20/19	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	108.44
	12/05/19	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	108.85
	11/20/19	PY-FICA W/H & MATCH	WATER UTILITY	Water	463.76
	12/05/19	PY-FICA W/H & MATCH	WATER UTILITY	Water	465.50
	11/20/19	PY-MC W/H & MATCH	WATER UTILITY	Water	108.44
	12/05/19	PY-MC W/H & MATCH	WATER UTILITY	Water	108.85
	11/20/19	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	830.54
	12/05/19	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	834.36
	11/20/19	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	498.20
	12/05/19	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	500.21
	11/20/19	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	116.52
	12/05/19	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	116.99
	11/20/19	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	498.20
	12/05/19	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	500.21
	11/20/19	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	116.52
	12/05/19	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	116.98
	11/20/19	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	63.63
	12/05/19	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	82.54
	11/20/19	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	45.81
	12/05/19	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	66.26
	11/20/19	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	10.71
	12/05/19	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	15.49
	11/20/19	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	45.80
	12/05/19	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	66.25
	11/20/19	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	10.71
	12/05/19	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	15.51
				TOTAL:	31,477.00
Peoples Trust & Savings Bank	11/21/19	Fareway - Batteries -FD	GENERAL FUND	Fire Department	29.89
	11/21/19	Library Subscriptions	GENERAL FUND	Library	10.00
	11/21/19	Library Books	GENERAL FUND	Library	311.64
	11/21/19	Library Postage	GENERAL FUND	Library	287.07
	11/21/19	Weather Tech -Seat Covers/	GENERAL FUND	Parks	147.28
	11/21/19	Weather Tech -Seat Covers/	GENERAL FUND	Island Park	147.28
	11/21/19	Parlor City - Lunch @ Trai	GENERAL FUND	Pool	12.00
	11/21/19	Family Dollar Contest Priz	GENERAL FUND	Recreation	3.21
	11/21/19	USTA Membership	GENERAL FUND	Recreation	35.00
	11/21/19	Casey's - Contest Prizes	GENERAL FUND	Recreation	45.00
	11/21/19	Brick St Bakery -Donuts	GENERAL FUND	Recreation	11.76
	11/21/19	USPS Return Shipping Costs	GENERAL FUND	Recreation	27.20
	11/21/19	Weather Tech -Seat Covers/	GENERAL FUND	Recreation	147.28
	11/21/19	Amazon - Whistles w/lanyar	GENERAL FUND	Recreation	10.69
	11/21/19	Trick or Treat Candy - CH	GENERAL FUND	Finance	21.40
	11/21/19	Smartsign -Attorney Namepl	GENERAL FUND	Finance	26.63
	11/21/19	Stamps & Postage Ahlers Do	GENERAL FUND	Finance	58.35
	11/21/19	Amazon - CH light bulbs	GENERAL FUND	Finance	73.64
	11/21/19	Postage Ahlers & Incode Do	GENERAL FUND	Finance	3.05
	11/21/19	Spangler - Saf-T-Pops	GENERAL FUND	Finance	104.83
	11/21/19	2019 Budget Workshop	GENERAL FUND	Finance	50.00
	11/21/19	Parking - Partnership Mtg	GENERAL FUND	Finance	8.50
	11/21/19	Microsoft Email Srvc	GENERAL FUND	Finance	304.00
	11/21/19	Alley Auto - Tire Repair	GENERAL FUND	Zoning/Compliance/Perm	25.00
	11/21/19	Pizza Ranch - MCCC Mtg/Lun	GENERAL FUND	Zoning/Compliance/Perm	8.47

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/21/19	Iowa Assoc. Membership Reg	GENERAL FUND	Zoning/Compliance/Perm	50.00
	11/21/19	Otterbox Screen Protectors	ROAD USE TAX	Road Use Tax	134.72
	11/21/19	ISU '19 Mun. Streets Semin	ROAD USE TAX	Road Use Tax	65.00
	11/21/19	Otterbox Screen Protectors	WATER UTILITY	Water	134.72
	11/21/19	Amazon - Battery	WATER UTILITY	Water	14.84
	11/21/19	Arbys - 2 Lunches @ Traini	WATER UTILITY	Water	18.17
	11/21/19	Lodging Rocky -IPWA Conf.	WATER UTILITY	Water	211.82
	11/21/19	Alley Auto - Tire Repair	SEWER UTILITY FUND	Sewer	60.00
	11/21/19	Otterbox Screen Protectors	SEWER UTILITY FUND	Sewer	67.34
	11/21/19	Lodging Kip -IPWA Conf.	SEWER UTILITY FUND	Sewer	211.82
	11/21/19	Library Supplies & Program	FRIENDS/FOUNDATION	Library	497.30
				TOTAL:	3,374.90
Pink Stew Entertainment	12/06/19	PROGRAM EXPENSE	FRIENDS/FOUNDATION	Library	390.00
				TOTAL:	390.00
Public Financial Management, Inc.	12/06/19	FINANCIAL ADVISORY SERVICE	GENERAL FUND	Finance	15,023.98
				TOTAL:	15,023.98
Raccoon River Rental	12/06/19	LAND PLANE	GENERAL FUND	Parks	105.00
	12/06/19	TILLER RENT	WATER UTILITY	Water	187.00
	12/06/19	MINI EXCAVATOR RENT	STORM WATER UTILIT	STORM WATER UTILITY	765.00
				TOTAL:	1,057.00
Register Media	12/06/19	HELP WANTED AD FOR PD	GENERAL FUND	Police Department	1,822.40
				TOTAL:	1,822.40
Ricoh USA, Inc.	12/06/19	PD COPIER RENT & ADD COPIE	GENERAL FUND	Police Department	202.44
	11/26/19	CH COPIER RENT 10/23-11/21	GENERAL FUND	Parks	24.23
	11/26/19	CH COPIER RENT 10/23-11/21	GENERAL FUND	Finance	24.23
	11/26/19	CH COPIER RENT 10/23-11/21	GENERAL FUND	Zoning/Compliance/Perm	24.24
	11/26/19	CH COPIER RENT 10/23-11/21	ROAD USE TAX	Road Use Tax	24.23
	11/26/19	CH COPIER RENT 10/23-11/21	WATER UTILITY	Water	24.23
	11/26/19	CH COPIER RENT 10/23-11/21	SEWER UTILITY FUND	Sewer	24.23
				TOTAL:	347.83
Ryan Conrad	11/26/19	BASKETBALL REF 11/16 & 11/2	GENERAL FUND	Recreation	80.00
				TOTAL:	80.00
Sam's Club	12/06/19	PROGRAM EXPENSE & SUPPLIE	FRIENDS/FOUNDATION	Library	258.86
				TOTAL:	258.86
Sophia Chesney	11/26/19	BASKETBALL REF 11/16 & 11/2	GENERAL FUND	Recreation	45.00
				TOTAL:	45.00
South Dallas Co. Landfill	11/26/19	OCT 2019 PER CAPITA	GARBAGE/RECYCLING	Garbage	2,193.00
	11/26/19	APPL STICKERS	GARBAGE/RECYCLING	Garbage	120.00
				TOTAL:	2,313.00
Staples Advantage	12/06/19	NOV 2019 PURCHASES	GENERAL FUND	Police Department	195.10
	12/06/19	NOV 2019 PURCHASES	GENERAL FUND	Parks	16.42
	12/06/19	NOV 2019 PURCHASES	GENERAL FUND	Recreation	16.42
	12/06/19	NOV 2019 PURCHASES	GENERAL FUND	Finance	16.42
	12/06/19	NOV 2019 PURCHASES	GENERAL FUND	Zoning/Compliance/Perm	16.42
	12/06/19	NOV 2019 PURCHASES	ROAD USE TAX	Road Use Tax	16.42
	12/06/19	NOV 2019 PURCHASES	WATER UTILITY	Water	16.42



VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/06/19	NOV 2019 PURCHASES	SEWER UTILITY FUND	Sewer	16.42
				TOTAL:	310.04
Stivers Ford Inc	12/06/19	REPLACE T-FITTING CAR #7	GENERAL FUND	Police Department	107.71
				TOTAL:	107.71
Storey Kenworthy   Matt Parrott	11/26/19	W2 & 1099 FORMS	GENERAL FUND	Finance	263.94
				TOTAL:	263.94
Synergy Contracting LLC	11/14/19	Lift Station	EAST ANNEX SAN UTI	CAPITAL PROJECTS	40,956.40
				TOTAL:	40,956.40
Tate Stine-Smith	11/26/19	BASKETBALL REF 11/16 & 11/2	GENERAL FUND	Recreation	80.00
				TOTAL:	80.00
Treasurer State of Iowa - Sales Tax	11/22/19	OCT '19 WET TAX	WATER UTILITY	Water	7,454.44
	11/22/19	OCT '19 SALES TAX	SEWER UTILITY FUND	Sewer	457.88
				TOTAL:	7,912.32
Trevor Smith	11/26/19	BASKETBALL REF 11/16 & 11/2	GENERAL FUND	Recreation	80.00
				TOTAL:	80.00
Tyler Technologies, Inc.	11/26/19	1099 E LIGHT	GENERAL FUND	Parks	13.75
	11/26/19	W2 A.LEOPARD	GENERAL FUND	Finance	31.63
	11/26/19	W2 A.LEOPARD	ROAD USE TAX	Road Use Tax	6.87
	11/26/19	1099 E LIGHT	ROAD USE TAX	Road Use Tax	8.25
	11/26/19	W2 A.LEOPARD	WATER UTILITY	Water	48.13
	11/26/19	1099 E LIGHT	WATER UTILITY	Water	49.50
	11/26/19	W2 A.LEOPARD	SEWER UTILITY FUND	Sewer	49.50
	11/26/19	1099 E LIGHT	SEWER UTILITY FUND	Sewer	64.63
	11/26/19	W2 A.LEOPARD	STORM WATER UTILIT	STORM WATER UTILITY	1.37
	11/26/19	1099 E LIGHT	STORM WATER UTILIT	STORM WATER UTILITY	1.37
				TOTAL:	275.00
UPHDM OCCUPATIONAL MEDICINE	12/06/19	M. CAMERON ( NEW HIRE)	GENERAL FUND	Police Department	52.00
				TOTAL:	52.00
United Rentals	11/21/19	Annual Insp. - Hylift JIG	GENERAL FUND	Parks	264.72
	11/21/19	Annual Insp. - Hylift JIG	ROAD USE TAX	Road Use Tax	264.72
				TOTAL:	529.44
V.H. Blackinton	12/06/19	REFINISH & REPAIR 2 BADGE	GENERAL FUND	Police Department	12.00
				TOTAL:	12.00
VanWall Powersports	11/21/19	Oil, Chute, Mower Blades,	GENERAL FUND	Parks	257.06
	11/21/19	Oil, Chute, Mower Blades,	GENERAL FUND	Island Park	257.06
	11/21/19	Oil, Chute, Mower Blades,	GENERAL FUND	Cemetery	257.06
				TOTAL:	771.18
Verizon Wireless	12/06/19	PD SRVC OCT 12 -NOV 11TH	GENERAL FUND	Police Department	419.90
	11/26/19	SRVC OCT 16- NOV 15	GENERAL FUND	Parks	31.69
	11/26/19	SRVC OCT 16- NOV 15	GENERAL FUND	Pool	63.35
	11/26/19	SRVC OCT 16- NOV 15	GENERAL FUND	Recreation	40.05
	11/26/19	SRVC OCT 16- NOV 15	GENERAL FUND	Finance	31.69
	11/26/19	SRVC OCT 16- NOV 15	GENERAL FUND	Zoning/Compliance/Perm	31.70
	11/26/19	SRVC OCT 16- NOV 15 & 3 PH	ROAD USE TAX	Road Use Tax	1,076.09

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/26/19	SRVC OCT 16- NOV 15 & 2 PH	WATER UTILITY	Water	729.93
	11/26/19	SRVC OCT 16- NOV 15	SEWER UTILITY FUND	Sewer	52.45
	11/26/19	SRVC OCT 16- NOV 15	STORM WATER UTILIT	STORM WATER UTILITY	24.99
				TOTAL:	2,501.84
WALDINGER CORPORATION	12/06/19	WALDINGER CORPORATION	GENERAL FUND	Library	254.57
				TOTAL:	254.57
WRH, Inc.	11/14/19	Wells 5&6	WATER UTIL IMPROV	CAPITAL PROJECTS	269,694.63
				TOTAL:	269,694.63
Webspec Design	12/06/19	DEC 19 WEBHOSTING	GENERAL FUND	Finance	33.34
	12/06/19	DEC 19 WEBHOSTING	WATER UTILITY	Water	33.33
	12/06/19	DEC 19 WEBHOSTING	SEWER UTILITY FUND	Sewer	33.33
				TOTAL:	100.00
Wellmark/BCBS of Iowa	11/20/19	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,493.61
	11/20/19	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	52.76
	12/05/19	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,467.23
	11/20/19	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	175.66
	12/05/19	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	175.66
	11/20/19	DEC. '19 PREMIUMS	ROAD USE TAX	Road Use Tax	2,045.29
	11/20/19	DEC. '19 PREMIUMS	TRUST AND AGENCY	General Government	14,544.25
	11/20/19	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	348.39
	12/05/19	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	323.33
	11/20/19	DEC. '19 PREMIUMS	WATER UTILITY	Water	3,181.56
	11/20/19	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	271.08
	12/05/19	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	271.08
	11/20/19	DEC. '19 PREMIUMS	SEWER UTILITY FUND	Sewer	2,727.05
	11/20/19	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	11.74
	12/05/19	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	36.80
	11/20/19	DEC. '19 PREMIUMS	STORM WATER UTILIT	STORM WATER UTILITY	227.24
				TOTAL:	27,247.21
Wendling Quarries Inc	12/06/19	BALL DIAMOND LIME	GENERAL FUND	Parks	187.59
				TOTAL:	187.59
Wex Bank	12/06/19	NOV 19 FUEL	GENERAL FUND	Police Department	1,149.63
	12/06/19	NOV 19 FUEL	GENERAL FUND	Fire Department	197.87
	12/06/19	NOV 19 FUEL	GENERAL FUND	Parks	62.36
	12/06/19	NOV 19 FUEL	GENERAL FUND	Recreation	73.48
	12/06/19	NOV 19 FUEL	GENERAL FUND	Recreation	126.60
	12/06/19	NOV 19 FUEL	GENERAL FUND	Zoning/Compliance/Perm	24.42
	12/06/19	NOV 19 FUEL	ROAD USE TAX	Road Use Tax	166.75
	12/06/19	NOV 19 FUEL	SEWER UTILITY FUND	Sewer	420.23
				TOTAL:	2,221.34
**PAYROLL EXPENSES	11/14/2019 - 12/06/2019		GENERAL FUND	Police Department	47,847.82
			GENERAL FUND	Library	13,418.18
			GENERAL FUND	Parks	2,190.56

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES					
			GENERAL FUND	Island Park	1,704.33
			GENERAL FUND	Cemetery	968.01
			GENERAL FUND	Pool	3,523.95
			GENERAL FUND	Recreation	4,669.75
			GENERAL FUND	Finance	11,613.88
			GENERAL FUND	Zoning/Compliance/Perm	3,167.20
			ROAD USE TAX	Road Use Tax	13,054.58
			WATER UTILITY	Water	15,846.75
			SEWER UTILITY FUND	Sewer	16,852.56
			STORM WATER UTILIT	STORM WATER UTILITY	1,866.72
				TOTAL:	136,724.29

## ===== FUND TOTALS =====

001	GENERAL FUND	190,404.60
110	ROAD USE TAX	41,095.67
112	TRUST AND AGENCY	31,061.20
317	INDUSTRIAL PARK PROJECT	12,500.00
331	WATER UTIL IMPROV P1	278,294.63
332	NEW WATER TREATMENT PLANT	935,279.02
334	EAST ANNEX SAN UTIL EXT	180,518.54
337	2019 FLOOD	15,100.00
600	WATER UTILITY	48,851.43
610	SEWER UTILITY FUND	37,414.44
615	STORM WATER UTILITY	4,866.07
670	GARBAGE/RECYCLING UTILITY	32,273.82
951	FRIENDS/FOUNDATION	1,884.09

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 GRAND TOTAL: 1,809,543.51  
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## SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-ADEL  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 11/14/2019 THRU 12/06/2019  
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

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PAYROLL SELECTION

PAYROLL EXPENSES: YES  
EXPENSE TYPE: GROSS  
CHECK DATE: 11/14/2019 THRU 12/06/2019

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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

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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM: YES

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	BALANCE 11-1-19	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	ACCOUNTS PAYABLE	BALANCE 11-30-19
<b>General Funds</b>							
General	1,061,439.35	33,899.06	149.60	187,077.90			908,410.11
SPEC RESERVE	482,543.11	4.59					482,547.70
Emergency Levv	34,173.75	320.43					34,494.18
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	2,510.61						2,510.61
Refunds	28,307.08						28,307.08
CP - Fire Equipment Upgrade	0.00						0.00
CP - Capital Improvement Park	2,660.57						2,660.57
CP - Industrial Park	62,605.31						62,605.31
Donations - Rec	700.00						700.00
Hotel-Motel Tax	311.53						311.53
Oakdale Pride	156.24			1,297.30			156.24
Friends/Foundation	22,063.18						20,765.88
Historic Pres Plaques	90.05						90.05
Holiday Lights	7,128.65			1,380.00			5,748.65
Nile Kinnick Addition	18,139.50						18,139.50
<b>Total</b>	<b>1,732,761.22</b>	<b>34,224.08</b>	<b>149.60</b>	<b>189,755.20</b>	<b>-</b>	<b>-</b>	<b>1,577,379.70</b>
<b>Special Revenue Funds</b>							
Road Use Tax	404,389.57	40,390.79		40,705.72		(294.35)	403,780.29
Urban Renewal Tax Increment	314,320.44	6,394.23					320,714.67
Employee Benefits/HRA	230,063.68	4,213.43		31,191.11			203,086.00
LOST FUNDS	949,201.19	112,086.27					1,061,287.46
Library Memorial	7,868.69	3,624.74		1,511.88			9,981.45
Police DARE	430.48	50.00					480.48
Historical Museum	16.00						16.00
POLICE FORFEITURE FUND	236.20						236.20
<b>Total</b>	<b>1,906,526.15</b>	<b>166,759.46</b>	<b>-</b>	<b>73,408.71</b>	<b>-</b>	<b>(294.35)</b>	<b>1,999,582.55</b>
<b>Capital Project Funds</b>							
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	28,424.00						28,424.00
2010 Brick St Spec Assess	21,134.73						21,134.73
2017 Brick St Spec Assess	138,625.69	557.00					139,182.69
Adel Hwy 169 Improv	(44,812.67)						(44,812.67)
2018 Adel Street Resurf	(50,840.72)						(50,840.72)
2019 Flood	(20,961.81)			1,266.00			(22,227.81)
<b>Total</b>	<b>53,042.76</b>	<b>557.00</b>	<b>-</b>	<b>1,266.00</b>	<b>-</b>	<b>-</b>	<b>52,333.76</b>
<b>Debt Service Fund</b>							
Debt Service-Property Tax	247,874.35	2,823.93		111,790.69			138,907.59
	247,874.35	2,823.93	-	111,790.69	-	-	138,907.59
<b>Internal Service Funds</b>							
Flex Plan	2,302.76	663.66					2,966.42
CP - Building Maintenance	41,840.51						41,840.51
	44,143.27	663.66	-	-	-	-	44,806.93
<b>Enterprise Funds</b>							
Water	171,187.69	62,027.00		48,921.28		(1,553.59)	182,739.82
Sinking Bond & Interest	28,797.14	7,286.46		10,968.75			25,114.85
Improvement	880,905.89	3,223.70					884,129.59
Bond Reserve	87,237.50						87,237.50
CWI	561,962.18	46,099.59					608,061.77
Water Deposits	165,181.88	3,998.16		1,100.00			168,080.04
CP - New Water Treatment Plant	-	985,689.02		986,369.02			(680.00)
CP - Water Utility Improvements - Phase 1	(42,089.78)	283,280.23		294,132.43			(52,941.98)
Sewer	338,152.61	52,223.00		57,612.13	149.60	(1,187.46)	331,426.42
USDA #1 Bond Reserve	7,413.00	353.00					7,766.00
USDA #1 Short Lived Asset Reserve	23,333.44	833.34					24,166.78
Improvement	892,215.91	9,390.22					901,606.13
CSL	402,679.59	30,517.35		18,290.51			414,906.43
CP - Sewer Upgrades	167,079.43	(0.00)					167,079.43
CP - East Annex Sanitary Utility Extension	(0.00)	181,916.04		181,916.04			(0.00)
CP - New Wastewater Treatment Plant	(873,143.56)			85,373.20			(958,516.76)
Storm Water	247,170.30	13,596.62		14,884.03		(103.18)	245,779.71
USDA #2 Bond Reserve	5,456.00	496.00					5,952.00
USDA #2 Short Lived Asset Reserve	2,000.00	125.00					2,125.00
CSWI	185,329.19	13,447.28		4,955.00			193,821.47
CP - Storm Water Upgrade	50,902.03						50,902.03
CP - Stormwater Utility Improvements - Phase 1	(0.00)						(0.00)
Garbage / Recycling	102,904.31	33,013.93		32,273.82			103,644.42
	3,404,674.75	1,727,515.94	-	1,736,796.21	149.60	(2,844.23)	3,392,400.65
<b>Total</b>	<b>7,369,022.50</b>	<b>1,932,544.07</b>	<b>149.60</b>	<b>2,113,016.81</b>	<b>149.60</b>	<b>(3,138.58)</b>	<b>7,205,411.18</b>
<b>CASH</b>							
Certificate of Deposit - RVB	100,000.00						
Peoples Bank Balance	4,975,107.54						
Peoples Bank - Merchant Account	2,127.70						
Peoples Bank - Storm Water Project	-						
Peoples Bank - Water Util Improv	1,268,964.25						
Peoples Bank - East Sewer Ext	181,911.04						
Peoples Bank - WWTP	-						
Wells Fargo Balance	396,721.86						
IPAIT	378,238.13						
<b>Total CIB</b>	<b>7,303,070.52</b>	<b>Outstanding (97,659.34)</b>		<b>Total 7,205,411.18</b>			

Note: The \$3,138.58 in the accounts payable column is the total of employee taxes & deductions for the come payout dated 10/31/19. These taxes & deductions were submitted to the accountants parties in November.

CITY OF ADEL  
MONTH TO DATE TREASURERS REPORT  
AS OF: NOVEMBER 30TH, 2019

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	1,061,268.17	34,048.66	187,077.90	0.00	908,238.93	0.00	908,238.93
SPECIAL RESERVE TRANSFER	482,543.11	4.59	0.00	0.00	482,547.70	0.00	482,547.70
ROAD USE TAX	404,389.57	40,390.79	40,705.72 (	294.35)	403,780.29	0.00	403,780.29
TRUST AND AGENCY	482,169.50	12,870.42	33,802.99	0.00	461,236.93	0.00	461,236.93
HOTEL-MOTEL TAX	311.53	0.00	0.00	0.00	311.53	0.00	311.53
TIF	314,320.44	6,394.23	0.00	0.00	320,714.67	0.00	320,714.67
2010 BRICK ST SPEC ASSES	21,134.73	0.00	0.00	0.00	21,134.73	0.00	21,134.73
2002 ST/UTIL-SPEC ASSESS	28,424.00	0.00	0.00	0.00	28,424.00	0.00	28,424.00
2017 BRICK ST SPEC ASSESS	138,625.69	557.00	0.00	0.00	139,182.69	0.00	139,182.69
DEBT SERVICE	247,874.35	2,823.93	111,790.69	0.00	138,907.59	0.00	138,907.59
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
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	62,605.31	0.00	0.00	0.00	62,605.31	0.00	62,605.31
CAPITAL IMPROV-PARKS	2,660.57	0.00	0.00	0.00	2,660.57	0.00	2,660.57
LOST FUNDS - AQUATIC CEN	949,201.19	112,086.27	0.00	0.00	1,061,287.46	0.00	1,061,287.46
WATER UTIL IMPROV P1	( 42,089.78)	283,280.23	294,132.43	0.00 (	52,941.98)	0.00 (	52,941.98)
NEW WATER TREATMENT PLANT	0.00	985,689.02	986,369.02	0.00 (	680.00)	0.00 (	680.00)
NEW WASTEWTR TRTMT PLNT	( 873,143.56)	0.00	85,373.20	0.00 (	958,516.76)	0.00 (	958,516.76)
EAST ANNEX SAN UTIL EXT	0.00	181,916.04	181,916.04	0.00	0.00	0.00	0.00
ADEL HWY 169 IMPROV	( 44,812.67)	0.00	0.00	0.00 (	44,812.67)	0.00 (	44,812.67)
2018 ADEL STREET RESURF	( 50,840.72)	0.00	0.00	0.00 (	50,840.72)	0.00 (	50,840.72)
2019 FLOOD	( 20,961.81)	0.00	1,266.00	0.00 (	22,227.81)	0.00 (	22,227.81)
WATER UTILITY	1,729,545.78	118,636.75	59,890.03 (	1,553.59)	1,786,738.91	0.00	1,786,738.91
SEWER UTILITY FUND	1,664,061.77	93,316.91	76,052.24 (	1,187.46)	1,680,138.98	0.00	1,680,138.98
STORM WATER UTILITY	439,951.81	27,664.90	19,839.03 (	103.18)	447,674.50	0.00	447,674.50
GARBAGE/RECYCLING UTILITY	102,910.39	33,013.93	32,273.82	0.00	103,650.50	0.00	103,650.50
OAKDALE PRIDE	156.24	0.00	0.00	0.00	156.24	0.00	156.24
FRIENDS/FOUNDATION	22,063.18	0.00	1,297.30	0.00	20,765.88	0.00	20,765.88
HISTORIC PRES PLAQUES	90.05	0.00	0.00	0.00	90.05	0.00	90.05
HOLIDAY LIGHTS	7,128.65	0.00	1,380.00	0.00	5,748.65	0.00	5,748.65
NILE KINNICK ADDITION	18,139.50	0.00	0.00	0.00	18,139.50	0.00	18,139.50
GRAND TOTAL	7,389,022.50	1,932,693.67	2,113,166.41 (	3,138.58)	7,205,411.18	0.00	7,205,411.18

\*\*\* END OF REPORT \*\*\*



CITY OF ADEL  
STATEMENT OF REVENUES - BUDGET VS. ACTUAL  
AS OF: NOVEMBER 30TH, 2019

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,295,982	2,295,982	34,048.66	960,221.89	1,118,195.02	1,335,760.11	58.18
002-SPECIAL RESERVE TRANS	19,700	19,700	4.59	27.10	2,743.34	19,672.90	99.86
110-ROAD USE TAX	447,413	447,413	40,390.79	230,274.75	318,406.67	217,138.25	48.53
112-TRUST AND AGENCY	614,352	614,352	12,870.42	300,592.65	280,551.10	313,759.35	51.07
125-TIF	565,455	565,455	6,394.23	262,320.95	312,672.67	303,134.05	53.61
133-2010 BRICK SPEC ASSES	1,485	1,485	0.00	1,368.00	2,309.00	117.00	7.88
134-2002 ST/UTIL-SPEC ASS	0	0	0.00	0.00	2,170.00	0.00	0.00
135-2017 BRICK ST SPEC AS	14,069	14,069	557.00	18,558.55	26,989.80 (	4,489.55)	31.91-
200-DEBT SERVICE	982,832	982,832	2,823.93	201,192.90	149,291.39	781,639.10	79.53
317-INDUSTRIAL PARK PROJE	36,000	36,000	0.00	0.00	0.00	36,000.00	100.00
322-CAPITAL IMPROV-PARKS	100,000	100,000	0.00	0.00	1,648.00	100,000.00	100.00
324-LOST FUNDS - AQUATIC	675,000	675,000	112,086.27	384,644.33	326,608.27	290,355.67	43.02
330-STORMWATER UTIL IMPRO	300,000	300,000	0.00	380,720.58	497,605.99 (	80,720.58)	26.91-
331-WATER UTIL IMPROV P1	1,045,000	1,045,000	283,280.23	841,630.44	442,481.61	203,369.56	19.46
332-NEW WATER TREATMENT P	11,965,000	11,965,000	985,689.02	2,508,265.79	140,879.40	9,456,734.21	79.04
333-NEW WASTEWTR TRTMNT P	3,915,000	3,915,000	0.00	0.00	0.00	3,915,000.00	100.00
334-EAST ANNEX SAN UTIL E	2,225,000	2,225,000	181,916.04	2,700,081.39	124,524.00 (	475,081.39)	21.35-
600-WATER UTILITY	1,471,093	1,471,093	118,636.75	663,232.59	584,371.85	807,860.41	54.92
610-SEWER UTILITY FUND	1,083,574	1,083,574	93,316.91	496,558.38	496,970.19	587,015.62	54.17
615-STORM WATER UTILITY	274,789	274,789	27,664.90	131,750.74	119,011.30	143,038.26	52.05
670-GARBAGE/RECYCLING UTI	382,000	382,000	33,013.93	159,492.02	138,850.02	222,507.98	58.25
951-FRIENDS/FOUNDATION	0	0	0.00	14,000.00	12,340.00 (	14,000.00)	0.00
952-HISTORIC PRES PLAQUES	0	0	0.00	0.00	30.00	0.00	0.00
954-KINNICK FELLER MONUME	0	0	0.00	0.00	2,495.37	0.00	0.00
955-HOLIDAY LIGHTS	0	0	0.00	2,450.00	0.00 (	2,450.00)	0.00
956-NILE KINNICK ADDITION	0	0	0.00	10,104.00	0.00 (	10,104.00)	0.00
<b>TOTAL REVENUES</b>	<b>28,413,744</b>	<b>28,413,744</b>	<b>1,932,693.67</b>	<b>10,267,487.05</b>	<b>5,101,144.99</b>	<b>18,146,256.95</b>	<b>63.86</b>

STATEMENT OF EXPENDITURES -- BUDGET vs ACTUAL  
AS OF: NOVEMBER 30TH, 2019

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP.+ ENCUMB.	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,311,533	2,311,533	187,077.90	1,130,897.29	904,531.37	1,180,635.71	51.08
002-SPECIAL RESERVE TRANS	10,000	10,000	0.00	0.00	0.00	10,000.00	100.00
110-ROAD USE TAX	437,435	437,435	40,705.72	185,906.20	281,035.08	251,528.80	57.50
112-TRUST AND AGENCY	606,426	606,426	33,802.99	205,188.29	175,871.84	401,237.43	66.16
125-TIF	565,455	565,455	0.00	0.00	0.00	565,455.00	100.00
133-2010 BRICK SPEC ASSES	1,666	1,666	0.00	0.00	0.00	1,666.00	100.00
135-2017 BRICK ST SPEC AS	17,460	17,460	0.00	0.00	0.00	17,460.00	100.00
200-DEBT SERVICE	974,093	974,093	111,790.69	111,790.69	0.00	862,302.31	88.52
302-WATER UPGRADE FUND	0	0	0.00	0.00	26,150.36	0.00	0.00
317-INDUSTRIAL PARK PROJE	36,000	36,000	0.00	0.00	14,527.00	36,000.00	100.00
321-FIRE EQUIP UPGRADE	0	0	0.00	0.00	13,931.00	0.00	0.00
322-CAPITAL IMPROV-PARKS	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
324-LOST FUNDS - AQUATIC	507,574	507,574	0.00	0.00	0.00	507,574.00	100.00
330-STORMWATER UTIL IMPRO	300,000	300,000	0.00	370,854.55	512,205.99 (	70,854.55)	23.62-
331-WATER UTIL IMPROV PI	1,045,000	1,045,000	294,132.43	879,577.05	91,462.73	165,422.95	15.83
332-NEW WATER TREATMENT P	11,965,000	11,965,000	986,369.02	2,508,945.79	338,220.00	9,456,054.21	79.03
333-NEW WASTEWTR TRTMNT P	3,915,000	3,915,000	85,373.20	430,362.02	5,525.65	3,484,637.98	89.01
334-EAST ANNEX SAN UTIL E	2,225,000	2,225,000	181,916.04	2,700,081.39	498,183.78 (	475,081.39)	21.35-
335-ADEL HWY 169 IMPROV	416,000	416,000	0.00	0.00	120,976.80	416,000.00	100.00
336-2018 ADEL STREET RESU	0	0	0.00	74,912.57	37,910.66 (	74,912.57)	0.00
337-2019 FLOOD	0	0	1,266.00	13,071.22	0.00 (	13,071.22)	0.00
600-WATER UTILITY	832,253	832,253	59,890.03	273,194.69	368,713.84	559,058.31	67.17
610-SEWER UTILITY FUND	891,481	891,481	76,052.24	307,705.61	414,172.86	583,775.39	65.48
615-STORM WATER UTILITY	248,003	248,003	19,839.03	76,111.75	82,721.24	171,891.25	69.31
670-GARBAGE/RECYCLING UTI	392,000	392,000	32,273.82	156,602.64	133,521.28	235,397.36	60.05
950-OAKDALE PRIDE	0	0	0.00	0.00	609.22	0.00	0.00
951-FRIENDS/FOUNDATION	0	0	1,297.30	4,972.47	5,789.22 (	4,972.47)	0.00
952-HISTORIC PRES PLAQUES	0	0	0.00	0.00	2,179.95	0.00	0.00
953-ROTARY BIKE RACK	0	0	0.00	0.00	3,212.00	0.00	0.00
954-KINNICK FELLER MONUME	0	0	0.00	0.00	2,285.44	0.00	0.00
955-HOLIDAY LIGHTS	0	0	1,380.00	13,855.79	0.00 (	13,855.79)	0.00
<b>TOTAL EXPENDITURES</b>	<b>27,797,379</b>	<b>27,797,379</b>	<b>2,113,166.41</b>	<b>9,444,030.01</b>	<b>4,033,737.31</b>	<b>18,353,348.71</b>	<b>66.03</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>616,365</b>	<b>616,365 (</b>	<b>180,472.74)</b>	<b>823,457.04</b>	<b>1,067,407.68 (</b>	<b>207,091.76)</b>	<b>3,462.49-</b>

## 001-GENERAL FUND

41.67% OF YEAR COMP.

## Police Department

## DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
001-5-110-1-6010 FULL TIME WAGES	584,306.00	39,937.94	223,683.96	38.28	360,622.04
001-5-110-1-6020 PART TIME WAGES	1,591.00	0.00	420.00	26.40	1,171.00
001-5-110-1-6040 OVERTIME WAGES	15,000.00	911.24	5,479.83	36.53	9,520.17
001-5-110-1-6062 HOLIDAY WAGES	11,300.00	1,822.07	4,809.84	42.56	6,490.16
001-5-110-1-6069 COURT TIME WAGES	750.00	47.90	457.44	60.99	292.56
001-5-110-1-6181 UNIFORM ALLOWANCE	7,500.00	0.00	4,436.80	59.16	3,063.20
001-5-110-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	199.00	46.00	329.22	165.44 (	130.22)
001-5-110-1-6230 EDUCATION & TRAINING	4,000.00	0.00	50.00	1.25	3,950.00
001-5-110-1-6240 MEETINGS AND TRAVEL	350.00	0.00	38.83	11.09	311.17
TOTAL PERSONAL SERVICES	624,996.00	42,765.15	239,705.92	38.35	385,290.08
<u>SERVICES AND COMMODITIES</u>					
001-5-110-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	19,000.00	1,126.18	6,923.60	36.44	12,076.40
001-5-110-2-6332 VEHICLE, EQUIP & RADIO MAINT.	14,000.00	152.31	1,570.46	11.22	12,429.54
001-5-110-2-6371 UTILITIES-ELEC,GAS-SANITATION	10,000.00	0.00	3,187.89	31.88	6,812.11
001-5-110-2-6372 DISASTER SERVICES	5,000.00	0.00	191.92	3.84	4,808.08
001-5-110-2-6373 TELEPHONE/RADIO	9,000.00	550.70	2,749.96	30.56	6,250.04
001-5-110-2-6402 ADVERTISING & LEGAL PUBLICATIO	2,000.00	0.00	0.00	0.00	2,000.00
001-5-110-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	6,000.00	181.80	181.80	3.03	5,818.20
001-5-110-2-6408 INSURANCE-FIRE & AUTO-GENERAL	6,707.00	0.00	0.00	0.00	6,707.00
001-5-110-2-6411 COURT COSTS	550.00	20.00	95.00	17.27	455.00
001-5-110-2-6419 DATA PROCESSING EXPENSES	10,000.00	4,387.50	8,579.50	85.80	1,420.50
001-5-110-2-6426 BUILDING & GROUNDS MAINTENANCE	6,000.00	336.00	3,032.04	50.53	2,967.96
001-5-110-2-6432 SERVICE/MAINT AGREEMENTS	3,100.00	195.91	973.41	31.40	2,126.59
001-5-110-2-6506 OFFICE SUPPLIES	3,100.00	233.45	875.47	28.24	2,224.53
001-5-110-2-6516 FILM & PROCESSING	500.00	0.00	0.00	0.00	500.00
001-5-110-2-6598 PETTY CASH & MISCELLANEOUS	150.00	80.58	80.58	53.72	69.42
001-5-110-2-6599 MISC SUPPLIES	1,500.00	0.00	1,012.60	67.51	487.40
TOTAL SERVICES AND COMMODITIES	96,607.00	7,264.43	29,454.23	30.49	67,152.77
<u>CAPITAL OUTLAY</u>					
001-5-110-3-6711 CAPITAL OUTLAY-VEHICLE	48,000.00	0.00	0.00	0.00	48,000.00
001-5-110-3-6726 EQUIPMENT UPGRADE	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL CAPITAL OUTLAY	49,500.00	0.00	0.00	0.00	49,500.00
<u>TRANSFERS</u>					
TOTAL Police Department	771,103.00	50,029.58	269,160.15	34.91	501,942.85



CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Fire Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
001-5-150-1-6050 FIRE CALL STIPEND	25,000.00	0.00	9,870.00	39.48	15,130.00
001-5-150-1-6052 FIRST RESPONDERS	3,000.00	39.50	1,255.77	41.86	1,744.23
001-5-150-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	400.00	0.00	0.00	0.00	400.00
001-5-150-1-6230 EDUCATION & TRAINING	3,500.00	225.00	955.00	27.29	2,545.00
001-5-150-1-6260 AWARDS	300.00	0.00	0.00	0.00	300.00
TOTAL PERSONAL SERVICES	32,200.00	264.50	12,080.77	37.52	20,119.23
<u>SERVICES AND COMMODITIES</u>					
001-5-150-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	3,000.00	210.87	950.88	31.70	2,049.12
001-5-150-2-6332 VEHICLE, EQUIP & RADIO MAINT.	10,000.00	2,390.40	2,824.37	28.24	7,175.63
001-5-150-2-6371 UTILITIES-ELEC,GAS-SANITATION	800.00	0.00	56.21	7.03	743.79
001-5-150-2-6373 TELEPHONE/RADIO	8,230.00	40.01	80.02	0.97	8,149.98
001-5-150-2-6402 ADVERTISING & LEGAL PUBLICATIO	100.00	0.00	0.00	0.00	100.00
001-5-150-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	700.00	52.00	463.50	66.21	236.50
001-5-150-2-6408 INSURANCE-FIRE & AUTO-GENERAL	7,876.00	0.00	0.00	0.00	7,876.00
001-5-150-2-6419 DATA PROCESSING EXPENSES	3,600.00	0.00	547.01	15.19	3,052.99
001-5-150-2-6426 BUILDING & GROUNDS MAINTENANCE	1,000.00	0.00	133.88	13.39	866.12
001-5-150-2-6504 MINOR EQUIPMENT	5,500.00	0.00	76.09	1.38	5,423.91
001-5-150-2-6506 OFFICE SUPPLIES	500.00	0.00	516.07	103.21 (	16.07)
001-5-150-2-6514 BUNKER GEAR/EQUIP	0.00	0.00	853.66	0.00 (	853.66)
001-5-150-2-6517 HEPATITUS B-VACINATIONS	500.00	0.00	0.00	0.00	500.00
001-5-150-2-6518 UNIFORMS	500.00	108.93	108.93	21.79	391.07
001-5-150-2-6519 FIRE GROUND EXPENSE	700.00	0.00	0.00	0.00	700.00
001-5-150-2-6520 FIRE PREVENTION EXPENSES	1,000.00	0.00	901.46	90.15	98.54
001-5-150-2-6521 AIR COMPRESSOR	3,953.00	0.00	0.00	0.00	3,953.00
001-5-150-2-6599 MISC SUPPLIES	2,000.00	29.89	157.29	7.86	1,842.71
TOTAL SERVICES AND COMMODITIES	49,959.00	2,832.10	7,669.37	15.35	42,289.63
<u>CAPITAL OUTLAY</u>					
001-5-150-3-6714 BUNKER GEAR/EQUIP UPGRAD	6,000.00	0.00	0.00	0.00	6,000.00
TOTAL CAPITAL OUTLAY	6,000.00	0.00	0.00	0.00	6,000.00
TOTAL Fire Department	88,159.00	3,096.60	19,750.14	22.40	68,408.86

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Roads, Bridges, Sidewalks

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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SERVICES AND COMMODITIES

CAPITAL OUTLAY

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Library	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>DEPARTMENTAL EXPENDITURES</b>					
<b>PERSONAL SERVICES</b>					
001-5-410-1-6010 FULL TIME WAGES	107,716.00	8,758.54	45,872.70	42.59	61,843.30
001-5-410-1-6020 PART TIME WAGES	57,083.00	5,528.96	24,844.80	43.52	32,238.20
001-5-410-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	3,807.00	510.54	2,564.27	67.36	1,242.73
001-5-410-1-6230 EDUCATION & TRAINING	800.00	0.00	574.81	71.85	225.19
TOTAL PERSONAL SERVICES	169,406.00	14,798.04	73,856.58	43.60	95,549.42
<b>SERVICES AND COMMODITIES</b>					
001-5-410-2-6371 UTILITIES-ELEC,GAS-SANITATION	24,000.00	0.00	7,807.86	32.53	16,192.14
001-5-410-2-6373 TELEPHONE/RADIO	2,500.00	130.80	654.00	26.16	1,846.00
001-5-410-2-6408 INSURANCE-FIRE & AUTO-GENERAL	1,848.00	0.00	0.00	0.00	1,848.00
001-5-410-2-6419 DATA PROCESSING EXPENSES	7,000.00	280.00	1,575.00	22.50	5,425.00
001-5-410-2-6423 SERVICE AGREEMENTS	13,600.00	1,035.00	6,694.79	49.23	6,905.21
001-5-410-2-6426 BUILDING & GROUNDS MAINTENANCE	12,000.00	1,077.38	5,444.04	45.37	6,555.96
001-5-410-2-6508 POSTAGE AND SHIPPING	2,000.00	287.07	878.13	43.91	1,121.87
001-5-410-2-6523 PROGRAM EXPENSE	500.00	131.06	215.68	43.14	284.32
001-5-410-2-6524 BOOK PROCESSING SUPPLIES	0.00	0.00	397.33	0.00 (	397.33)
001-5-410-2-6598 PETTY CASH & MISCELLANEOUS	100.00	0.00	0.00	0.00	100.00
001-5-410-2-6599 MISC SUPPLIES	6,500.00	1,285.32	3,898.05	59.97	2,601.95
TOTAL SERVICES AND COMMODITIES	70,048.00	4,226.63	27,564.88	39.35	42,483.12
<b>CAPITAL OUTLAY</b>					
001-5-410-3-6725 OFFICE EQUIP TRANSFER	0.00	0.00	209.64	0.00 (	209.64)
001-5-410-3-6770 CAPITAL OUTLAY-BOOKS, FILMS, R	26,000.00	2,984.76	11,590.07	44.58	14,409.93
TOTAL CAPITAL OUTLAY	26,000.00	2,984.76	11,799.71	45.38	14,200.29
<b>TOTAL Library</b>	<b>265,454.00</b>	<b>22,009.43</b>	<b>113,221.17</b>	<b>42.65</b>	<b>152,232.83</b>



CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Parks

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>DEPARTMENTAL EXPENDITURES</b>					
<b>PERSONAL SERVICES</b>					
001-5-430-1-6010 FULL TIME WAGES	22,231.00	1,842.04	9,418.20	42.37	12,812.80
001-5-430-1-6020 PART TIME WAGES	25,287.00	436.16	14,332.40	56.68	10,954.60
001-5-430-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	800.00	0.00	592.64	74.08	207.36
001-5-430-1-6230 EDUCATION & TRAINING	950.00	38.75	205.42	21.62	744.58
001-5-430-1-6240 MEETING & TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL PERSONAL SERVICES	50,268.00	2,316.95	24,548.66	48.84	25,719.34
<b>SERVICES AND COMMODITIES</b>					
001-5-430-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	5,300.00	505.31	3,994.76	75.37	1,305.24
001-5-430-2-6332 VEHICLE, EQUIP & RADIO MAINT.	6,000.00	1,709.53	4,254.52	70.91	1,745.48
001-5-430-2-6371 UTILITIES-ELEC,GAS-SANITATION	4,700.00	0.00	1,080.88	23.00	3,619.12
001-5-430-2-6373 TELEPHONE/RADIO	700.00	31.69	179.45	25.64	520.55
001-5-430-2-6402 ADVERTISING & LEGAL PUBLICATIO	500.00	0.00	0.00	0.00	500.00
001-5-430-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	1,000.00	1,105.00	4,537.27	453.73 (	3,537.27)
001-5-430-2-6408 INSURANCE-FIRE & AUTO-GENERAL	6,851.00	0.00	0.00	0.00	6,851.00
001-5-430-2-6416 RENTALS	3,500.00	97.30	506.07	14.46	2,993.93
001-5-430-2-6418 PROPERTY TAXES	400.00	0.00	1,794.00	448.50 (	1,394.00)
001-5-430-2-6424 TREE CARE	2,200.00	0.00	270.51	12.30	1,929.49
001-5-430-2-6426 BUILDING & GROUNDS MAINTENANCE	24,367.00	878.40	4,529.74	18.59	19,837.26
001-5-430-2-6432 SERVICE & MAINT AGREEMENTS	650.00	24.23	556.10	85.55	93.90
001-5-430-2-6501 CHEMICALS	400.00	29.98	439.08	109.77 (	39.08)
001-5-430-2-6506 OFFICE SUPPLIES	500.00	22.45	224.18	44.84	275.82
001-5-430-2-6598 PETTY CASH & MISCELLANEOUS	50.00	0.00	30.00	60.00	20.00
001-5-430-2-6599 MISC SUPPLIES	1,200.00	57.11	2,009.47	167.46 (	809.47)
TOTAL SERVICES AND COMMODITIES	58,318.00	4,461.00	24,406.03	41.85	33,911.97
<b>CAPITAL OUTLAY</b>					
001-5-430-3-6711 CAPITAL OUTLAY-VEHICLE	43,000.00	11,256.66	39,683.66	92.29	3,316.34
001-5-430-3-6713 CAPITAL OUTLAY-BUILDING	20,000.00	0.00	1,749.45	8.75	18,250.55
001-5-430-3-6727 MINOR EQUIPMENT	4,961.00	0.00	793.99	16.00	4,167.01
TOTAL CAPITAL OUTLAY	67,961.00	11,256.66	42,227.10	62.13	25,733.90
<b>TOTAL Parks</b>	<b>176,547.00</b>	<b>18,034.61</b>	<b>91,181.79</b>	<b>51.65</b>	<b>85,365.21</b>

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Island Park

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>DEPARTMENTAL EXPENDITURES</u>					
<u>PERSONAL SERVICES</u>					
001-5-440-1-6010 FULL TIME WAGES	18,448.00	1,519.82	7,807.10	42.32	10,640.90
001-5-440-1-6030 PARTTIME WAGES	<u>16,425.00</u>	<u>229.59</u>	<u>7,203.69</u>	<u>43.86</u>	<u>9,221.31</u>
TOTAL PERSONAL SERVICES	34,873.00	1,749.41	15,010.79	43.04	19,862.21
<u>SERVICES AND COMMODITIES</u>					
001-5-440-2-6332 VEHICLE, EQUIP & RADIO MAINT.	1,000.00	404.34	695.34	69.53	304.66
001-5-440-2-6371 UTILITIES-ELEC,GAS-SANITATION	7,750.00	0.00	441.19	5.69	7,308.81
001-5-440-2-6408 INSURANCE-FIRE & AUTO-GENERAL	3,263.00	0.00	0.00	0.00	3,263.00
001-5-440-2-6424 TREE CARE	600.00	0.00	0.00	0.00	600.00
001-5-440-2-6426 BUILDING & GROUNDS MAINTENANCE	4,800.00	0.00	160.00	3.33	4,640.00
001-5-440-2-6599 MISC SUPPLIES	<u>500.00</u>	<u>0.00</u>	<u>128.82</u>	<u>25.76</u>	<u>371.18</u>
TOTAL SERVICES AND COMMODITIES	17,913.00	404.34	1,425.35	7.96	16,487.65
TOTAL Island Park	52,786.00	2,153.75	16,436.14	31.14	36,349.86

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Cemetery

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
001-5-450-1-6010 FULL TIME WAGES	9,425.00	783.50	3,938.30	41.79	5,486.70
001-5-450-1-6030 PART TIME WAGES	<u>12,644.00</u>	<u>229.59</u>	<u>7,203.69</u>	<u>56.97</u>	<u>5,440.31</u>
TOTAL PERSONAL SERVICES	22,069.00	1,013.09	11,141.99	50.49	10,927.01
<u>SERVICES AND COMMODITIES</u>					
001-5-450-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	700.00	0.00	50.92	7.27	649.08
001-5-450-2-6332 VEHICLE, EQUIP & RADIO MAINT.	2,000.00	257.06	1,894.67	94.73	105.33
001-5-450-2-6424 TREE CARE	1,100.00	0.00	0.00	0.00	1,100.00
001-5-450-2-6426 BUILDING & GROUNDS MAINTENANCE	5,500.00	0.00	2,657.01	48.31	2,842.99
001-5-450-2-6432 SERVICE & MAINT AGREEMENTS	500.00	0.00	0.00	0.00	500.00
001-5-450-2-6440 REFUNDS	200.00	0.00	0.00	0.00	200.00
001-5-450-2-6504 MINOR EQUIPMENT	400.00	0.00	143.09	35.77	256.91
001-5-450-2-6599 MISC SUPPLIES	<u>400.00</u>	<u>118.76</u>	<u>449.67</u>	<u>112.42</u>	<u>( 49.67)</u>
TOTAL SERVICES AND COMMODITIES	10,800.00	375.82	5,195.36	48.11	5,604.64
<hr/>					
TOTAL Cemetery	32,869.00	1,388.91	16,337.35	49.70	16,531.65

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Pool

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
001-5-460-1-6010 FULL TIME WAGES	46,512.00	4,438.28	20,128.52	43.28	26,383.48
001-5-460-1-6011 PART TIME WAGES	120,000.00	0.00	65,269.23	54.39	54,730.77
001-5-460-1-6030 SEASONAL WAGES - CONCESSIONS	0.00	0.00	14,001.46	0.00 (	14,001.46)
001-5-460-1-6230 EDUCATION & TRAINING	<u>3,000.00</u>	<u>12.00</u>	<u>751.00</u>	<u>25.03</u>	<u>2,249.00</u>
TOTAL PERSONAL SERVICES	169,512.00	4,450.28	100,150.21	59.08	69,361.79
<u>SERVICES AND COMMODITIES</u>					
001-5-460-2-6371 UTILITIES-ELEC,GAS-SANITATION	18,000.00	0.00	14,181.53	78.79	3,818.47
001-5-460-2-6373 TELEPHONE/RADIO	1,100.00	107.36	610.73	55.52	489.27
001-5-460-2-6402 ADVERTISING & LEGAL PUBLICATIO	200.00	0.00	165.00	82.50	35.00
001-5-460-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	1,000.00	0.00	104.00	10.40	896.00
001-5-460-2-6408 INSURANCE-FIRE & AUTO-GENERAL	5,754.00	0.00	0.00	0.00	5,754.00
001-5-460-2-6418 SALES TAX	12,850.00	0.00	7,347.76	57.18	5,502.24
001-5-460-2-6426 BUILDING & GROUNDS MAINTENANCE	10,500.00	0.00	8,032.70	76.50	2,467.30
001-5-460-2-6432 SERVICE MAINT & AGREEMENTS	800.00	778.27	1,141.66	142.71 (	341.66)
001-5-460-2-6433 TESTING	50.00	0.00	25.00	50.00	25.00
001-5-460-2-6435 INSPECTIONS	568.00	0.00	0.00	0.00	568.00
001-5-460-2-6501 CHEMICALS	9,500.00	0.00	7,981.61	84.02	1,518.39
001-5-460-2-6504 MINOR EQUIPMENT	2,000.00	0.00	303.00	15.15	1,697.00
001-5-460-2-6505 CONCESSION SUPPLIES	22,000.00	0.00	11,225.78	51.03	10,774.22
001-5-460-2-6599 MISC SUPPLIES	<u>1,700.00</u>	<u>0.00</u>	<u>2,290.19</u>	<u>134.72</u> (	<u>590.19)</u>
TOTAL SERVICES AND COMMODITIES	86,022.00	885.63	53,408.96	62.09	32,613.04
<u>CAPITAL OUTLAY</u>					
TOTAL Pool	255,534.00	5,335.91	153,559.17	60.09	101,974.83



CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

## Recreation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
001-5-470-1-6010 FULL TIME WAGES	58,542.00	5,420.07	25,287.03	43.19	33,254.97
001-5-470-1-6020 PART TIME WAGES	12,644.00	206.60	8,853.08	70.02	3,790.92
001-5-470-1-6021 OFFICIALS/SCOREKEEPERS WAGES	10,500.00	1,550.00	2,609.00	24.85	7,891.00
001-5-470-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	450.00	35.00	486.44	108.10 (	36.44)
001-5-470-1-6230 EDUCATION & TRAINING	1,750.00	0.00	263.33	15.05	1,486.67
001-5-470-1-6240 MEETING & TRAVEL	1,550.00	0.00	351.54	22.68	1,198.46
TOTAL PERSONAL SERVICES	85,436.00	7,211.67	37,850.42	44.30	47,585.58
<u>SERVICES AND COMMODITIES</u>					
001-5-470-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	1,850.00	139.78	644.92	34.86	1,205.08
001-5-470-2-6332 VEHICLE, EQUIP & RADIO MAINT.	1,000.00	147.28	147.28	14.73	852.72
001-5-470-2-6371 UTILITIES-ELEC,GAS-SANITATION	0.00	0.00	53.33	0.00 (	53.33)
001-5-470-2-6373 TELEPHONE/RADIO	1,200.00	40.05	271.95	22.66	928.05
001-5-470-2-6402 ADVERTISING & LEGAL PUBLICATIO	7,500.00	0.00	4,337.13	57.83	3,162.87
001-5-470-2-6403 INSURANCE-LIABILITY	542.00	0.00	0.00	0.00	542.00
001-5-470-2-6416 RENTALS	3,500.00	0.00	0.00	0.00	3,500.00
001-5-470-2-6426 BUILDING & GROUNDS MAINTENANCE	8,300.00	1,405.00	5,930.58	71.45	2,369.42
001-5-470-2-6432 SERVICE & MAINT AGREEMENTS	1,800.00	778.27	1,182.10	65.67	617.90
001-5-470-2-6436 CONCESSION EXPENSES	4,700.00	0.00	1,493.44	31.78	3,206.56
001-5-470-2-6506 OFFICE SUPPLIES	250.00	22.45	224.19	89.68	25.81
001-5-470-2-6508 POSTAGE AND SHIPPING	50.00	0.00	0.00	0.00	50.00
001-5-470-2-6509 YOUTH BASKETBALL	3,500.00	131.45	131.45	3.76	3,368.55
001-5-470-2-6510 SPECIAL EVENTS	3,400.00	48.21	1,969.45	57.93	1,430.55
001-5-470-2-6512 ADULT LEAGUE EXPENSE	2,900.00	0.00	1,138.69	39.27	1,761.31
001-5-470-2-6535 FIRST AID SUPPLIES	100.00	0.00	0.00	0.00	100.00
001-5-470-2-6536 BASEBALL EXPENSE	13,500.00	0.00	304.56	2.26	13,195.44
001-5-470-2-6537 SOFTBALL EXPENSE	9,000.00	0.00	107.94	1.20	8,892.06
001-5-470-2-6541 TENNIS EXPENSE	0.00	0.00	360.00	0.00 (	360.00)
001-5-470-2-6599 MISC SUPPLIES	2,900.00	147.71	1,980.71	68.30	919.29
TOTAL SERVICES AND COMMODITIES	65,992.00	2,860.20	20,277.72	30.73	45,714.28
<u>CAPITAL OUTLAY</u>					
TOTAL Recreation	151,428.00	10,071.87	58,128.14	38.39	93,299.86

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

Finance	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
DEPARTMENTAL EXPENDITURES					
<u>PERSONAL SERVICES</u>					
001-5-620-1-6010 FULL TIME WAGES	43,833.00	3,613.88	18,210.55	41.55	25,622.45
001-5-620-1-6011 MAYOR AND COUNCIL WAGES	8,000.00	0.00	0.00	0.00	8,000.00
001-5-620-1-6020 PART TIME WAGES	1,460.00	0.00	0.00	0.00	1,460.00
001-5-620-1-6040 OVERTIME WAGES	1,000.00	0.00	0.00	0.00	1,000.00
001-5-620-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	8,032.00	0.00	5,626.01	70.04	2,405.99
001-5-620-1-6230 EDUCATION & TRAINING	2,955.00	221.63	1,402.76	47.47	1,552.24
001-5-620-1-6240 MEETINGS AND TRAVEL	2,356.00	8.50	3,110.18	132.01 (	754.18)
001-5-620-2-6241 CONTRIBUTIONS	14,055.00	0.00	14,055.00	100.00	0.00
TOTAL PERSONAL SERVICES	81,691.00	3,844.01	42,404.50	51.91	39,286.50
<u>SERVICES AND COMMODITIES</u>					
001-5-620-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	500.00	0.00	0.00	0.00	500.00
001-5-620-2-6332 VEHICLE & EQUIP MAINTENANCE	100.00	0.00	0.00	0.00	100.00
001-5-620-2-6371 UTILITIES-ELEC,GAS-SANITATION	7,875.00	0.00	2,312.79	29.37	5,562.21
001-5-620-2-6373 TELEPHONE/RADIO	2,490.00	181.33	974.00	39.12	1,516.00
001-5-620-2-6402 ADVERTISING & LEGAL PUBLICATIO	7,250.00	614.51	2,833.95	39.09	4,416.05
001-5-620-2-6405 COURT & RECORDING FEES	150.00	0.00	0.00	0.00	150.00
001-5-620-2-6406 INSURANCE-TORT LIABILITY	0.00	263.94	263.94	0.00 (	263.94)
001-5-620-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	80,000.00	354.00	41,194.36	51.49	38,805.64
001-5-620-2-6409 INSURANCE - PROPERTY	5,429.00	0.00	0.00	0.00	5,429.00
001-5-620-2-6419 DATA PROCESSING EXPENSES	4,750.00	337.34	1,689.28	35.56	3,060.72
001-5-620-2-6420 ELECTION FEES	3,000.00	0.00	0.00	0.00	3,000.00
001-5-620-2-6426 BUILDING & GROUNDS MAINTENANCE	6,500.00	898.98	3,894.09	59.91	2,605.91
001-5-620-2-6432 SERVICE/MAINT AGREEMENTS	9,500.00	24.23	972.20	10.23	8,527.80
001-5-620-2-6437 CODIFICATION/MAPS/ZONING UPDAT	1,000.00	0.00	2,000.00	200.00 (	1,000.00)
001-5-620-2-6438 SPECIAL PROGRAMS (MAIN STREET)	8,000.00	0.00	558.54	6.98	7,441.46
001-5-620-2-6439 ECONOMIC DEVELOPMENT	6,000.00	1,921.17	12,361.17	206.02 (	6,361.17)
001-5-620-2-6440 REFUNDS	50.00	0.00	0.00	0.00	50.00
001-5-620-2-6490 OTHER PROF SERVICES (TIF)	0.00	570.00	14,152.00	0.00 (	14,152.00)
001-5-620-2-6506 OFFICE SUPPLIES	3,885.00	49.08	1,681.37	43.28	2,203.63
001-5-620-2-6508 POSTAGE AND SHIPPING	2,250.00	61.40	191.70	8.52	2,058.30
001-5-620-2-6598 PETTY CASH & MISCELLANEOUS	7,000.00	1,273.67	5,307.87	75.83	1,692.13
TOTAL SERVICES AND COMMODITIES	155,729.00	6,549.65	90,387.26	58.04	65,341.74
<u>CAPITAL OUTLAY</u>					
001-5-620-3-6712 CAPITAL OUTLAY - CIP	10,000.00	0.00	0.00	0.00	10,000.00
001-5-620-3-6713 CAPITAL OUTLAY-BUILDING	0.00	33,498.60	69,180.00	0.00 (	69,180.00)
TOTAL CAPITAL OUTLAY	10,000.00	33,498.60	69,180.00	691.80 (	59,180.00)
TOTAL Finance	247,420.00	43,892.26	201,971.76	81.63	45,448.24

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2019

001-GENERAL FUND

41.67% OF YEAR COMP.

## Zoning/Compliance/Permits

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
001-5-630-1-6010 FULL TIME WAGES	38,748.00	3,167.20	16,572.32	42.77	22,175.68
001-5-630-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	185.00	50.00	83.22	44.98	101.78
001-5-630-1-6230 EDUCATION & TRAINING	600.00	0.00	0.00	0.00	600.00
001-5-630-1-6240 MEETING AND TRAVEL	150.00	8.47	16.94	11.29	133.06
TOTAL PERSONAL SERVICES	39,683.00	3,225.67	16,672.48	42.01	23,010.52
<u>SERVICES AND COMMODITIES</u>					
001-5-630-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	1,500.00	48.80	256.24	17.08	1,243.76
001-5-630-2-6332 VEHICLE, EQUIP & RADIO MAINT.	1,000.00	25.00	185.66	18.57	814.34
001-5-630-2-6373 TELEPHONE/RADIO	1,000.00	31.70	190.03	19.00	809.97
001-5-630-2-6402 ADVERTISING & LEGAL PUBLICATIO	1,000.00	285.35	1,012.56	101.26 (	12.56)
001-5-630-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	118,000.00	62,959.00	152,125.40	128.92 (	34,125.40)
001-5-630-2-6408 INSURANCE-FIRE & AUTO-GENERAL	766.00 (	36,197.50)	0.00	0.00	766.00
001-5-630-2-6419 DATA PROCESSING	1,200.00	0.00	0.00	0.00	1,200.00
001-5-630-2-6432 SERVICE & MAINT AGREEMENTS	3,000.00	24.24	626.46	20.88	2,373.54
001-5-630-2-6506 OFFICE SUPPLIES	1,500.00	22.46	254.49	16.97	1,245.51
TOTAL SERVICES AND COMMODITIES	128,966.00	27,199.05	154,650.84	119.92 (	25,684.84)
<u>CAPITAL OUTLAY</u>					
TOTAL Zoning/Compliance/Permits	168,649.00	30,424.72	171,323.32	101.59 (	2,674.32)

CITY OF ADEL  
EXPENDITURES REPORT (UNAUDITED)  
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## 110-ROAD USE TAX

41.67% OF YEAR COMP.

## Road Use Tax

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
110-5-210-1-6010 FULL TIME WAGES	152,609.00	12,665.08	65,149.83	42.69	87,459.17
110-5-210-1-6020 PART TIME WAGES	12,492.00	437.18	2,465.83	19.74	10,026.17
110-5-210-1-6040 OVERTIME WAGES	500.00	0.00	0.00	0.00	500.00
110-5-210-1-6110 CITY'S CONTRIBUTION FICA	12,631.00	1,053.23	4,968.32	39.33	7,662.68
110-5-210-1-6120 CITY'S CONTRIBUTION-IPERS	14,874.00	1,347.20	6,316.25	42.47	8,557.75
110-5-210-1-6146 HRA PLAN TPA	136.00	9.61	48.05	35.33	87.95
110-5-210-1-6147 FLEX PLAN TPA	80.00	3.90	19.50	24.38	60.50
110-5-210-1-6148 HRA REIMBURSEMENT	0.00	330.90	2,661.62	0.00 (	2,661.62)
110-5-210-1-6150 MEDICAL INSURANCE	30,799.00	2,217.01	10,258.77	33.31	20,540.23
110-5-210-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	1,500.00	0.00	237.65	15.84	1,262.35
110-5-210-1-6230 EDUCATION & TRAINING	2,000.00	80.12	185.12	9.26	1,814.88
110-5-210-1-6240 MEETINGS AND TRAVEL	1,000.00	0.00	9.59	0.96	990.41
TOTAL PERSONAL SERVICES	228,621.00	18,144.23	92,320.53	40.38	136,300.47
<u>SERVICES AND COMMODITIES</u>					
110-5-210-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	7,500.00	1,127.10	3,221.51	42.95	4,278.49
110-5-210-2-6332 VEHICLE, EQUIP & RADIO MAINT.	11,000.00	1,343.65	4,894.09	44.49	6,105.91
110-5-210-2-6371 UTILITIES-ELEC,GAS-SANITATION	8,500.00	0.00	794.19	9.34	7,705.81
110-5-210-2-6373 TELEPHONE/RADIO	2,000.00	1,076.09	1,361.80	68.09	638.20
110-5-210-2-6402 ADVERTISING & LEGAL PUBLICATIO	300.00	0.00	36.96	12.32	263.04
110-5-210-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	5,000.00	2,532.50	2,532.50	50.65	2,467.50
110-5-210-2-6408 INSURANCE-FIRE & AUTO-GENERAL	7,414.00	0.00	0.00	0.00	7,414.00
110-5-210-2-6415 UNIFORM RENTAL	2,500.00	173.30	605.27	24.21	1,894.73
110-5-210-2-6417 STREET MAINT	70,000.00	1,672.00	13,560.84	19.37	56,439.16
110-5-210-2-6418 SIGNS	5,000.00	2,532.50	11,659.20	233.18 (	6,659.20)
110-5-210-2-6425 TREE REMOVAL	4,000.00	0.00	67.28	1.68	3,932.72
110-5-210-2-6426 BUILDING & GROUNDS MAINTENANCE	7,500.00	151.14	1,006.14	13.42	6,493.86
110-5-210-2-6431 SNOW REMOVAL	50,000.00	410.99	35,842.70	71.69	14,157.30
110-5-210-2-6432 SERVICE & MAINT AGREEMENTS	8,000.00	54.13	5,195.69	64.95	2,804.31
110-5-210-2-6501 CHEMICALS	1,000.00	0.00	0.00	0.00	1,000.00
110-5-210-2-6504 MINOR EQUIPMENT	2,500.00	0.00	96.93	3.88	2,403.07
110-5-210-2-6506 OFFICE SUPPLIES	500.00	22.46	373.08	74.62	126.92
110-5-210-2-6598 PETTY CASH & MISCELLANEOUS	100.00	0.00	0.00	0.00	100.00
110-5-210-2-6599 MISC SUPPLIES	3,000.00	208.97	1,080.83	36.03	1,919.17
TOTAL SERVICES AND COMMODITIES	195,814.00	11,304.83	82,329.01	42.04	113,484.99
<u>CAPITAL OUTLAY</u>					
110-5-210-3-6711 CAPITAL OUTLAY-VEHICLE	13,000.00	11,256.66	11,256.66	86.59	1,743.34
TOTAL CAPITAL OUTLAY	13,000.00	11,256.66	11,256.66	86.59	1,743.34
<u>TRANSFERS</u>					
TOTAL Road Use Tax	437,435.00	40,705.72	185,906.20	42.50	251,528.80
TOTAL EXPENDITURES	437,435.00	40,705.72	185,906.20	42.50	251,528.80



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## 600-WATER UTILITY

41.67% OF YEAR COMP.

## Water

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
600-5-810-1-6010 FULL TIME WAGES	192,578.00	15,846.74	85,101.61	44.19	107,476.39
600-5-810-1-6020 PART TIME WAGES	2,304.00	0.00	0.00	0.00	2,304.00
600-5-810-1-6040 OVERTIME WAGES	2,500.00	0.00	0.00	0.00	2,500.00
600-5-810-1-6110 CITY'S CONTRIBUTION FICA	14,909.00	1,532.66	6,169.87	41.38	8,739.13
600-5-810-1-6120 CITY'S CONTRIBUTION-IPERS	18,179.00	1,975.09	8,033.82	44.19	10,145.18
600-5-810-1-6146 FLEX PLAN TPA	113.00	5.40	27.00	23.89	86.00
600-5-810-1-6148 HRA REIMBURSEMENT	14,750.00	106.84	3,051.91	20.69	11,698.09
600-5-810-1-6149 HRA PLAN TPA	197.00	13.88	69.40	35.23	127.60
600-5-810-1-6150 MEDICAL INSURANCE	46,535.00	3,448.67	15,958.14	34.29	30,576.86
600-5-810-1-6151 LIFE & DISABILITY INS.	1,414.00	164.24	587.67	41.56	826.33
600-5-810-1-6160 WORKMEN'S COMP	3,091.00	0.00	0.00	0.00	3,091.00
600-5-810-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	3,500.00	0.00	753.82	21.54	2,746.18
600-5-810-1-6230 EDUCATION & TRAINING	3,500.00	97.63	953.47	27.24	2,546.53
600-5-810-1-6240 MEETING & TRAVEL	1,000.00	229.99	239.58	23.96	760.42
TOTAL PERSONAL SERVICES	304,570.00	23,421.14	120,946.29	39.71	183,623.71
<u>SERVICES AND COMMODITIES</u>					
600-5-810-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	5,000.00	646.69	1,659.94	33.20	3,340.06
600-5-810-2-6332 VEHICLE, EQUIP & RADIO MAINT.	3,500.00	1,004.25	2,162.06	61.77	1,337.94
600-5-810-2-6371 UTILITIES-ELEC,GAS-SANITATION	40,000.00	0.00	17,414.72	43.54	22,585.28
600-5-810-2-6373 TELEPHONE/RADIO	2,660.00	792.52	1,393.80	52.40	1,266.20
600-5-810-2-6402 ADVERTISING & LEGAL PUBLICATIO	1,500.00	234.67	1,127.99	75.20	372.01
600-5-810-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	10,000.00	93.70	1,481.62	14.82	8,518.38
600-5-810-2-6408 INSURANCE-FIRE & AUTO-GENERAL	16,849.00	0.00	0.00	0.00	16,849.00
600-5-810-2-6415 UNIFORM RENTAL	2,000.00	163.06	560.13	28.01	1,439.87
600-5-810-2-6418 SALES TAX	0.00	0.00	1.12	0.00	1.12
600-5-810-2-6419 DATA PROCESSING EXPENSES	500.00	33.33	171.48	34.30	328.52
600-5-810-2-6420 WET TAX	55,011.00	7,454.44	34,790.44	63.24	20,220.56
600-5-810-2-6426 BUILDING & GROUNDS MAINTENANCE	7,725.00	0.00	125.00	1.62	7,600.00
600-5-810-2-6427 WELLS MAINT	52,000.00	0.00	0.00	0.00	52,000.00
600-5-810-2-6428 PLANT MAINTENANCE	25,750.00	5,537.62	11,925.64	46.31	13,824.36
600-5-810-2-6429 DISTRIBUTION/ LINE MAINT	35,000.00	1,856.43	12,957.32	37.02	22,042.68
600-5-810-2-6432 SERVICE/MAINT AGREEMENTS	10,000.00	41.18	2,339.23	23.39	7,660.77
600-5-810-2-6433 TESTING	4,000.00	62.50	828.00	20.70	3,172.00
600-5-810-2-6440 REFUNDS	100.00	0.00	0.00	0.00	100.00
600-5-810-2-6501 CHEMICALS	10,500.00	1,503.47	5,988.54	57.03	4,511.46
600-5-810-2-6504 MINOR EQUIPMENT	10,000.00	0.00	0.00	0.00	10,000.00
600-5-810-2-6506 OFFICE SUPPLIES	7,500.00	1,113.06	4,293.07	57.24	3,206.93
600-5-810-2-6508 POSTAGE & SHIPPING	50.00	0.00	0.00	0.00	50.00
600-5-810-2-6511 PLANT SUPPLIES - METERS	50,000.00	0.00	2,275.74	4.55	47,724.26
600-5-810-2-6513 SALT FOR PLANT	67,500.00	4,598.65	18,685.27	27.68	48,814.73
600-5-810-2-6599 MISC SUPPLIES	3,700.00	364.57	1,526.94	41.27	2,173.06
TOTAL SERVICES AND COMMODITIES	420,845.00	25,500.14	121,708.05	28.92	299,136.95

CITY OF ADEL  
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600-WATER UTILITY

41.67% OF YEAR COMP.

Water

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY</u>					
600-5-810-3-6711 CAPITAL OUTLAY-VEHICLE	18,900.00	0.00	12,961.20	68.58	5,938.80
600-5-810-3-6781 CAPITAL IMP-WATER UPGRADE	0.00	0.00	6,610.40	0.00	( 6,610.40)
TOTAL CAPITAL OUTLAY	18,900.00	0.00	19,571.60	103.55	( 671.60)
<u>DEBT SERVICE</u>					
600-5-810-4-6860 2013 WATER REV BOND-PRINCIPAL	65,000.00	0.00	0.00	0.00	65,000.00
600-5-810-4-6861 2013 WATER REV BOND INTEREST	21,938.00	10,968.75	10,968.75	50.00	10,969.25
600-5-810-4-6899 SERVICE FEES	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL DEBT SERVICE	87,938.00	10,968.75	10,968.75	12.47	76,969.25
<u>TRANSFERS</u>					
TOTAL Water	832,253.00	59,890.03	273,194.69	32.83	559,058.31
TOTAL EXPENDITURES	832,253.00	59,890.03	273,194.69	32.83	559,058.31

CITY OF ADEL  
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## 610-SEWER UTILITY FUND

41.67% OF YEAR COMP.

## Sewer

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>PERSONAL SERVICES</b>					
610-5-815-1-6010 FULL TIME WAGES	199,299.00	16,422.34	86,527.16	43.42	112,771.84
610-5-815-1-6020 PART TIME WAGES	7,260.00	437.21	1,758.51	24.22	5,501.49
610-5-815-1-6040 OVERTIME WAGES	315.00	0.00	8.47	2.69	306.53
610-5-815-1-6110 CITY'S CONTRIBUTION FICA	15,802.00	1,509.39	6,468.03	40.93	9,333.97
610-5-815-1-6120 CITY'S CONTRIBUTION-IPERS	19,282.00	1,933.27	8,335.13	43.23	10,946.87
610-5-815-1-6146 FLEX PLAN TPA	150.00	7.50	37.50	25.00	112.50
610-5-815-1-6148 HRA REIMBURSEMENT	13,700.00	84.99	2,851.15	20.81	10,848.85
610-5-815-1-6149 HRA PLAN TPA	183.00	12.82	64.10	35.03	118.90
610-5-815-1-6150 MEDICAL INSURANCE	40,500.00	2,956.00	13,678.37	33.77	26,821.63
610-5-815-1-6151 LIFE & DISABILITY INS.	1,458.00	164.24	587.67	40.31	870.33
610-5-815-1-6160 WORKMEN'S COMP	3,675.00	0.00	0.00	0.00	3,675.00
610-5-815-1-6210 DUES, MEMBERSHIPS, SUBSCRIPTIO	2,625.00	0.00	1,512.65	57.62	1,112.35
610-5-815-1-6230 EDUCATION & TRAINING	2,625.00	114.13	359.96	13.71	2,265.04
610-5-815-1-6240 MEETING & TRAVEL	1,575.00	211.82	221.41	14.06	1,353.59
TOTAL PERSONAL SERVICES	308,449.00	23,853.71	122,410.11	39.69	186,038.89
<b>SERVICES AND COMMODITIES</b>					
610-5-815-2-6331 VEHICLE FUEL-OIL-LUBRICANTS	3,000.00	624.55	1,531.28	51.04	1,468.72
610-5-815-2-6332 VEHICLE, EQUIP & RADIO MAINT.	4,000.00	1,108.46	1,727.58	43.19	2,272.42
610-5-815-2-6371 UTILITIES-ELEC,GAS-SANITATION	32,000.00	127.38	16,226.44	50.71	15,773.56
610-5-815-2-6373 TELEPHONE/RADIO	2,000.00	52.45	345.60	17.28	1,654.40
610-5-815-2-6377 L.P. GAS	500.00	0.00	0.00	0.00	500.00
610-5-815-2-6402 ADVERTISING & LEGAL PUBLICATIO	0.00	234.66	1,127.98	0.00	1,127.98
610-5-815-2-6407 PROFESS FEES-DRS, LAWYERS, ENG	10,000.00	149.60	228.54	2.29	9,771.46
610-5-815-2-6408 INSURANCE-FIRE & AUTO-GENERAL	7,219.00	0.00	0.00	0.00	7,219.00
610-5-815-2-6415 UNIFORM RENTAL	2,000.00	153.50	517.20	25.86	1,482.80
610-5-815-2-6418 SALES TAX	5,000.00	457.88	1,839.00	36.78	3,161.00
610-5-815-2-6419 DATA PROCESSING EXPENSES	200.00	33.33	171.48	85.74	28.52
610-5-815-2-6426 BUILDING & GROUNDS MAINTENANCE	6,500.00	613.45	1,189.08	18.29	5,310.92
610-5-815-2-6428 PLANT MAINTENANCE	12,000.00	2,089.00	2,258.82	18.82	9,741.18
610-5-815-2-6429 DISTRIBUTION/ LINE MAINT	25,000.00	2,285.49	5,537.16	22.15	19,462.84
610-5-815-2-6432 SERVICE/MAINT AGREEMENTS	40,000.00	24.23	18,601.73	46.50	21,398.27
610-5-815-2-6433 TESTING	25,000.00	1,394.00	7,596.45	30.39	17,403.55
610-5-815-2-6501 CHEMICALS	7,500.00	866.34	4,250.08	56.67	3,249.92
610-5-815-2-6504 MINOR EQUIPMENT	4,000.00	0.00	118.97	2.97	3,881.03
610-5-815-2-6506 OFFICE SUPPLIES	6,000.00	1,113.05	4,095.99	68.27	1,904.01
610-5-815-2-6511 PLANT SUPPLIES - METERS	25,000.00	0.00	2,275.71	9.10	22,724.29
610-5-815-2-6599 MISC SUPPLIES	1,300.00	67.34	585.61	45.05	714.39
TOTAL SERVICES AND COMMODITIES	218,219.00	11,394.71	70,224.70	32.18	147,994.30
<b>CAPITAL OUTLAY</b>					
610-5-815-3-6711 CAPITAL OUTLAY-VEHICLE	66,100.00	22,513.31	40,412.11	61.14	25,687.89
610-5-815-3-6780 CAPITAL IMP-SEWER UPGRADE	33,900.00	0.00	0.00	0.00	33,900.00
TOTAL CAPITAL OUTLAY	100,000.00	22,513.31	40,412.11	40.41	59,587.89

CITY OF ADEL  
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610-SEWER UTILITY FUND

41.67% OF YEAR COMP.

Sewer

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>DEBT SERVICE</u>					
610-5-815-4-6862 USDA #1 - PRINCIPAL	19,722.00	1,639.37	8,123.61	41.19	11,598.39
610-5-815-4-6863 USDA #1 - INTEREST	22,566.00	1,884.63	9,496.39	42.08	13,069.61
610-5-815-4-6867 USDA #4 - INTEREST	<u>222,525.00</u>	<u>14,766.51</u>	<u>57,038.69</u>	<u>25.63</u>	<u>165,486.31</u>
TOTAL DEBT SERVICE	264,813.00	18,290.51	74,658.69	28.19	190,154.31
<u>TRANSFERS</u>					
TOTAL Sewer	891,481.00	76,052.24	307,705.61	34.52	583,775.39
TOTAL EXPENDITURES	891,481.00	76,052.24	307,705.61	34.52	583,775.39



## 615-STORM WATER UTILITY

41.67% OF YEAR COMP.

## STORM WATER UTILITY

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONAL SERVICES</u>					
615-5-820-1-6010 FULL TIME WAGES	13,509.00	1,111.05	6,152.20	45.54	7,356.80
615-5-820-1-6020 PART TIME WAGES	5,033.00	437.21	1,758.51	34.94	3,274.49
615-5-820-1-6110 CITY'S CONTRIBUTION FICA	1,419.00	144.49	592.60	41.76	826.40
615-5-820-1-6120 CITY'S CONTRIBUTION IPERS	1,743.00	181.26	746.42	42.82	996.58
615-5-820-1-6146 FLEX PLAN TPA	6.00	0.30	1.50	25.00	4.50
615-5-820-1-6148 HRA REIMBURSEMENT	800.00	1.95	15.24	1.91	784.76
615-5-820-1-6149 HRA PLAN TPA	11.00	1.07	5.35	48.64	5.65
615-5-820-1-6150 MEDICAL AND DENTAL INSURANCE	2,193.00	246.31	1,139.85	51.98	1,053.15
615-5-820-1-6151 LIFE & DISABILITY INS	103.00	12.63	45.20	43.88	57.80
615-5-820-1-6160 WORK COMP INSURANCE	794.00	0.00	0.00	0.00	794.00
615-5-820-1-6210 DUES, MEMBERSHIPS & SUBSCRIPTI	1,444.00	0.00	204.42	14.16	1,239.58
615-5-820-1-6230 EDUCATION & TRAINING	368.00	2.74	58.16	15.80	309.84
TOTAL PERSONAL SERVICES	27,423.00	2,139.01	10,719.45	39.09	16,703.55
<u>SERVICES AND COMMODITIES</u>					
615-5-820-2-6331 VEHICLE FUEL, OIL & LUBRICANTS	1,800.00	370.34	1,051.05	58.39	748.95
615-5-820-2-6332 VEHICLE EQUIP & RADIO MAINT	3,000.00	1,013.03	1,546.75	51.56	1,453.25
615-5-820-2-6373 TELEPHONE / RADIO	360.00	24.99	149.99	41.66	210.01
615-5-820-2-6407 PROFESSIONAL FEES	7,875.00	0.00	1,805.00	22.92	6,070.00
615-5-820-2-6417 STREET SWEEPING	4,200.00	80.00	2,382.87	56.74	1,817.13
615-5-820-2-6426 BUILDING & GROUNDS MAINTENANCE	0.00	0.00	125.00	0.00	125.00
615-5-820-2-6429 LINE MAINTENANCE	7,500.00	0.00	0.00	0.00	7,500.00
615-5-820-2-6432 SERVICE & MAINT AGREEMENTS	16,800.00	0.00	9,058.31	53.92	7,741.69
615-5-820-2-6433 TESTING	100.00	0.00	0.00	0.00	100.00
615-5-820-2-6501 CHEMICALS	500.00	0.00	0.00	0.00	500.00
615-5-820-2-6504 MINOR EQUIPMENT	2,500.00	0.00	0.00	0.00	2,500.00
615-5-820-2-6506 OFFICE SUPPLIES	1,000.00	0.00	24.56	2.46	975.44
615-5-820-2-6511 SWU INTAKE REPAIRS	20,000.00	0.00	13,000.00	65.00	7,000.00
615-5-820-2-6599 MISCELLANEOUS	1,500.00	0.00	217.11	14.47	1,282.89
TOTAL SERVICES AND COMMODITIES	67,135.00	1,488.36	29,360.64	43.73	37,774.36
<u>CAPITAL OUTLAY</u>					
615-5-820-3-6711 CAPITAL OUTLAY-VEHICLE/EQUIP	13,000.00	11,256.66	11,256.66	86.59	1,743.34
615-5-820-3-6780 CAP IMP SWU UPGRADE	21,525.00	0.00	0.00	0.00	21,525.00
TOTAL CAPITAL OUTLAY	34,525.00	11,256.66	11,256.66	32.60	23,268.34
<u>DEBT SERVICE</u>					
615-5-820-4-6803 USDA #2 - PRINCIPAL	0.00	2,267.45	13,657.01	0.00	13,657.01
615-5-820-4-6858 USDA #2 - INTEREST	118,920.00	2,687.55	11,117.99	9.35	107,802.01
TOTAL DEBT SERVICE	118,920.00	4,955.00	24,775.00	20.83	94,145.00
<u>TRANSFERS</u>					
TOTAL STORM WATER UTILITY	248,003.00	19,839.03	76,111.75	30.69	171,891.25
TOTAL EXPENDITURES	248,003.00	19,839.03	76,111.75	30.69	171,891.25



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

FEDERAL ID 42-1323559

November 22, 2019

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

Invoice #: 774847  
Client #: 10113  
Billing Attorney: KRS

### INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

For professional services rendered and costs advanced through November 19, 2019:

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	3,669.45	.00	3,669.45
1002	MEETING ATTENDANCE AND TRAVEL	660.00	.00	660.00
<b>TOTAL</b>		<b>4,329.45</b>	<b>.00</b>	<b>4,329.45</b>

**TOTAL THIS INVOICE \$ 4,329.45**

Trust Funds Held on Account \$ 29,414.81

**Resolution No. 19- \\**

**A RESOLUTION APPROVING 2019 – 2020 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 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk

TRANSFERS IN				TRANSFERS OUT					
12-10-2019 Transfers - 2019/2020 Budget				12-10-2019 Transfers - 2019/2020 Budget					
<b>PROJECTS</b>				<b>GENERAL</b>					
001-4-690-4-4836	General Transfers In	\$	-	from RUT	110-5-210-2-6407	RUT Professional Fees	\$	-	to General Fund
001-4-690-4-4836	General Transfers In	\$	-	from Water	600-5-810-2-6407	Water Professional Fees	\$	-	to General Fund
001-4-690-4-4836	General Transfers In	\$	290.65	from Sewer	610-5-815-2-6407	Sewer Professional Fees	\$	290.65	to General Fund
001-4-690-4-4836	General Transfers In	\$	72.66	from Stormwater	615-5-820-2-6407	Stormwater Professional	\$	72.66	to General Fund
001-4-690-4-4836	General Transfers In	\$	-	from East Annex San	334-5-750-3-6780	East Annex San Util Ext -	\$	-	to General Fund
001-4-690-4-4836	General Transfers In	\$	-	from Water Util Improv	331-5-750-3-6780	Water Util Improv P1 - US	\$	-	to General Fund
001-4-690-4-4836	General Transfers In	\$	-	from Adel Hwy 169 Im	335-5-750-3-6780	Adel Hwy 169 Improv	\$	-	to General Fund
001-4-690-4-4836	General Transfers In	\$	-	from New WWTP	333-5-750-3-6780	New WWTP	\$	-	to General Fund
001-4-690-4-4836	General Transfers In	\$	-	from Stormwater Util I	330-5-750-3-6780	Stormwater Util Improv - l	\$	-	to General Fund
			</						





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1002	MEETING ATTENDANCE AND TRAVEL	660.00	.00	660.00
TOTAL		4,329.45	.00	4,329.45

**TOTAL THIS INVOICE \$ 4,329.45**

Trust Funds Held on Account \$ 29,414.81

Firm 81,141.39  
201 2,661.26  
202 163.49  
203 299.65  
204 72.66  
WU 4,329.45

**Resolution No. 19- 112**

**A RESOLUTION OF THE CITY COUNCIL OF ADEL, IOWA AUTHORIZING THE  
MAYOR TO SIGN THE CONTRACT BETWEEN IOWA SPRING AND THE IOWA  
ECONOMIC DEVELOPMENT AUTHORITY FOR THE HIGH-QUALITY JOBS  
PROGRAM**

**WHEREAS**, the City of Adel approved Resolution No. 19-93, which designated the City to sponsor Iowa Spring's application to the Iowa Economic Development Authority for the High-Quality Jobs Program and to approve Iowa Spring's Business Financial Assistance Application; and

**WHEREAS**, under the Program, the City shall authorize the Mayor to sign the attached contract between Iowa Spring and IEDA.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Adel, Iowa that Mayor James F. Peters is authorized to sign the attached contract between Iowa Spring and the Iowa Economic Development Authority for the High-Quality Jobs Program.

Passed, approved, and adopted this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk

***ECONOMIC DEVELOPMENT  
ASSISTANCE CONTRACT***

**BY**

**IOWA SPRING MANUFACTURING & SALES COMPANY,**

**THE CITY OF ADEL,**

**AND THE**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

**CONTRACT NUMBER: 20-HQJP-011**

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### **CONTRACT EXHIBITS**

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BF AA-000241
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved



## *Economic Development Assistance Contract*

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RECIPIENT:	IOWA SPRING MANUFACTURING & SALES COMPANY
COMMUNITY:	CITY OF ADEL
CONTRACT NUMBER:	20-HQJP-011
AWARD DATE:	OCTOBER 18, 2019
AWARD AMT. – TAX INCENTIVES	\$50,550

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This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and Iowa Spring Manufacturing & Sales Company (Recipient), 2112 Green Street, Adel, IA 50003 and the City of Adel (Community), 301 South 10<sup>th</sup> Street, Adel, IA 50003.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

## **ARTICLE 1: CONTRACT DURATION**

---

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

## **ARTICLE 2: DEFINITIONS**

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The following terms apply to this Contract:

*"Affiliate"* means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

*"Award"* means any and all assistance provided by IEDA for the Project under this Contract.

*"Award Date"* means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

*"Award Funds"* means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

*"Base Employment Level"* means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient's payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

*"Benefits"* means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

*"Brownfield site"* means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established



pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

*"Contract Effective Date"* means the latest date on the signature page of this Contract.

*"Contract End Date"* means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

*"Created Job"* means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient's payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

*"Full-Time Equivalent job," "FTE,"* or *"full-time"* means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, "employment of one person" means the employment of one natural person and does not include "job sharing" or any other means of aggregation or combination of hours worked by more than one natural person.

*"Grayfield site"* means a property meeting all of the following requirements:

a. The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.

b. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:

(1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.

(2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.

(3) The property is currently being used as a parking lot.

(4) The improvements on the property no longer exist.

c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

*"Job Obligations"* means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient's Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient's job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient's Base Employment Level and the number of new jobs required to be created above the Base Employment Level. If the Project is a Modernization Project, the Job Obligations will not include Created or Retained Jobs but the Recipient will be required to maintain the Base Employment Level.

*"Laborshed Wage"* means the Qualifying Wage Threshold applicable to Recipient's Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

*"Loan"* means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

*"Maintenance Period"* means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

*"Maintenance Period Completion Date"* means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

*"Modernization Project"* means a Project in which no high quality jobs are created or retained but economic activity is furthered by the qualifying investment and will result in increased skills and wages for the current employees.

*"Person"* means as defined in Article 6.1(g) of this Contract.

*"Project"* means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

*"Project Completion Assistance"* means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

*"Project Completion Date"* means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

*"Project Completion Period"* means the period of time between the Award Date and the Project Completion Date.

*"Qualifying Jobs"* are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

*"Qualifying Wage Threshold"* means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

*"Recipient's Employment Base"* means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient's Employment Base.



*"Retained Job"* means an existing job that meets the Qualifying Wage Threshold Requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

*"Sufficient Benefits"* means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph "1" or "2" above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

*"Tax Incentives"* means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

*"Total Project Cost"* means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

### **ARTICLE 3: AWARD TERMS**

**3.1 Total Award Amount.** The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 50,550
<b><i>TOTAL STATE TAX INCENTIVES:</i></b>		\$ 50,550

**3.2 Terms and Conditions of Award.** The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1      High Quality Jobs Program – Tax Credit Component Special Conditions

### **ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS**

**4.1 Reserved.**

**4.2 Tax Incentives–Conditions to Issuance of Tax Credit Number.**

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will

issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

#### **4.3 Documents required.**

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or



2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

**4.4 Suspension, Reduction or Delay of Award.** Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Suspected event of default.* If IEDA believes an event of default has occurred, IEDA has the discretion to temporarily suspend or delay disbursement or issuance of the Award Funds or Tax Incentives while the suspected event of default is being investigated or resolved.

(b) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(c) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates, closes any of its Iowa facilities or for Modernization Projects, reduces its Base Employment Level, IEDA has the discretion to reduce or eliminate some or all of the Award.

(d) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

**4.5 Closing Cost Fee.** Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

## **ARTICLE 5: RESERVED.**

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## **ARTICLE 6: REPRESENTATIONS AND WARRANTIES**

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**6.1 Representations of Recipient.** The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract

on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.



(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

## **6.2 Representations of Community.**

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.



(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget*.

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

## **ARTICLE 7: COVENANTS OF THE RECIPIENT**

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For the duration of this Contract, the Recipient covenants to IEDA as follows:

### **7.1 Project Performance Obligations.**

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract.

Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

		COMPLIANCE MEASUREMENT POINT		COMPLIANCE MEASUREMENT POINT	
Award Date	Project Completion Period	Project Completion Date	Maintenance Period	Maintenance Period Completion Date	Contract Closeout
<i>"Award Date"</i> is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	<i>"Project Completion Period"</i> is the period of time between the Award Date and the Project Completion Date.	<i>"Project Completion Date"</i> is the date defined in Exhibit D by which the Recipient must complete the Project.  At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	<i>"Maintenance Period"</i> is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.	<i>"Maintenance Period Completion Date"</i> is the date defined in Exhibit D on which the Maintenance Period ends.  At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met.  <i>"Contract End Date"</i> is the date stated in IEDA's written Notice of Final Contract Closeout that is issued pursuant to Article 1.

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

## 7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates,



assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

### **7.3 Preserve Project and Protect Security.**

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

### **7.4 Recipient Changes.**

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

### **7.5 Required Reports.**

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.



(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 <sup>st</sup> for the period ending June 30th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

#### **7.6 Compliance with Laws.**

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work

in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

**7.7 Inspection and Audit.** The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

- (a) Conduct site visits and inspect the Project.
- (b) Audit financial records related to the Project.
- (c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.
- (d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

**7.8 Maintenance and Retention of Records.**

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

**7.9 Required Notices from Recipient to IEDA.**

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.



**7.10 Indemnification.** The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

**7.11 Repayment of Unallowable Costs.** Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

**7.12 Reserved.**

## **ARTICLE 8: COVENANTS OF THE COMMUNITY**

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For the duration of this Contract, the Community covenants to IEDA as follows:

**8.1 Local Match.** The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

**8.2 Notice to IEDA.** In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

## **ARTICLE 9: DEFAULTS AND REMEDIES**

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**9.1 Default by Recipient.** An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any

term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein;  
or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa. For Modernization Projects, a reduction in the Bse Employment Level; or



14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.

3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.

4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) Reserved.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

**9.2 Default by Community.** An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.
2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

## **ARTICLE 10: MISCELLANEOUS.**

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### **10.1 Choice of Law and Forum; Governing Law.**

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

**10.2 Contract Amendments.** Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.



**10.3 Notices.** Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

*To the Recipient at:*

Iowa Spring Manufacturing & Sales Company  
Brian Setchell, VP Operations  
2112 Green Street  
Adel, IA 50003

E-mail: bsetchell@iowasping.com  
Telephone: 515.993.4791

*To the IEDA at:*

Iowa Economic Development Authority  
Compliance  
200 East Grand Avenue  
Des Moines, Iowa 50309  
Attention: Business Development - Compliance

E-mail: Compliance@iowaeda.com  
Telephone: 515.348.6200  
Facsimile: 877.631.7575

*To the Community at:*

City of Adel  
~~Mayor~~ Anthony Brown  
City Administrator  
301 South 10<sup>th</sup> Street  
Adel, IA 50003

E-mail: abrown@adeliowa.org  
Telephone: 515.993.4525

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

**10.4 Headings.** Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

**10.5 Final Authority.** The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

**10.6 Waivers.** No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or



remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

**10.7 Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**10.8 Survival of Representations.** All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

**10.9 Severability of Provisions.** Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

**10.10 Successors and Assigns.** This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

**10.11 Nonassignment.** This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.

**10.12 Termination.** This Contract can be terminated under any of the following circumstances:

- (a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.
- (b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.
- (c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

**10.13 Documents Incorporated by Reference.** The following documents are incorporated by reference and considered an integral part of this Contract:

- 1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BF AA-000241
- 2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 3. Exhibit C - Description of the Project and Award Budget
- 4. Exhibit D - Job Obligations
- 5. Exhibit E- Reserved

6. Exhibit F - Reserved

**10.14 Order of Priority.** In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.
2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA),  
Application # BF AA-000241
3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
4. Exhibit C - Description of the Project and Award Budget
5. Exhibit D - Job Obligations
6. Exhibit E - Reserved
7. Exhibit F - Reserved

**10.15 Integration.** This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

-This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

**FOR IEDA:**

BY: \_\_\_\_\_

Deborah V. Durham, Director

\_\_\_\_\_  
Date

**FOR RECIPIENT:**

BY: \_\_\_\_\_

Signature

Brian Setchell V.P. Operations  
Typed Name and Title

11-25-19  
Date

**FOR THE COMMUNITY:**

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date



## **LIST OF EXHIBITS**

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJTC-XXX
Exhibit B-1	High Quality Jobs Program – Tax Credit Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

**EXHIBIT B – 1**  
**High Quality Jobs Program – Tax Credit Component**

**Special Conditions to Contract # 20-HQJP-011**

The following additional terms shall apply to the Contract:

**SECTION 1: ADDITIONAL DEFINITIONS.**

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The following additional terms are defined in this Contract as follows:

*"Capital Investment"* means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

*"Investment Qualifying for the Tax Credit"* means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

*"Qualifying Investment"* means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

*"Economically Distressed Area"* means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

**SECTION 2: TERMS AND CONDITIONS OF THE AWARD**

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**2.1 Award.** The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$50,550.

**2.2 Minimum Investment Requirements.** As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a)	Capital Investment.	\$ 3,193,000
(b)	Qualifying Investment.	\$ 3,193,000
(c)	Investment Qualifying for Tax Credits.	\$ 3,193,000

**2.3 Additional Tax Incentives.** The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

<b>Authorized Incentives</b>	<b>Included in Award</b>	<b>Maximum Amt.</b>
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 50,550
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Investment Tax Credit</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

**2.4 Conditions for Authorized Incentives.** The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
  - i. Inform the Iowa Department of Revenue (IDR) in writing within two weeks of project completion. For purposes of claiming this refund, "*project completion*" means the first date upon which the average annualized production of finished product for the preceding ninety-day period at the manufacturing facility operated by the Recipient is at least fifty percent of the initial design capacity of the facility.
  - ii. For all other projects, the date of completion of all improvements necessary for the start-up, location, expansion or modernization of a business.



- iii. Make an application to IDR within one year after “project completion,” as defined above.

(b) *Reserved.*

(c) *Reserved.*

(d) *Reserved.*

(e) *Reserved.*

(f) *Reserved.*

### SECTION 3: ADDITIONAL COVENANTS

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In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

**3.1 Job Obligations.** By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient’s Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

**3.2 Wage Obligations.** The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

**3.3 Provide Sufficient Benefits.** The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

#### **SECTION 4: ADDITIONAL DEFAULT PROVISIONS**

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 **Repayment of Tax Incentives Received - High Quality Jobs Program.** IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -



**DESCRIPTION OF THE PROJECT AND AWARD BUDGET  
(EXHIBIT C)**

Name of Recipient: Iowa Spring Manufacturing & Sales Company  
 Name of Community: City of Adel  
 Contract Number: 20-HQJP-011

**PROJECT DESCRIPTION**

**Iowa Spring Manufacturing & Sales Company** will include a 12,000 s.f. addition that will enable the company to consolidate raw material storage into one area and move other production areas around to modernize the Garage Door Torsion production process from the current batch system to an in-line system.

**AWARD BUDGET**

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs HQJP Tax Credit		<sup>1</sup> See Below	*Land Acquisition *Site Preparation *Building Acquisition	\$700,000
Business	722,500	Internal financing	*Building Construction	\$985,000
Bank	\$2,470,500	Loan	*Building Remodeling Lease Payments *Mfg Machinery and Equipment *Other Machinery and Equipment Racking, Shelving, etc. *Computer Hardware Computer Software *Furniture and Fixtures Working Capital Research and Development Job Training  *included as capital investment if awarded tax credit program	\$1,508,000
<b>Total</b>	<b>\$3,193,000</b>		<b>Total</b>	<b>\$3,193,000</b>

<sup>1</sup>\$50,550 estimated benefit value

**OTHER FUNDING**

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement	\$76,544	5 year sliding scale	YES
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

## EXHIBIT D – JOB OBLIGATIONS

**Recipient:** Iowa Spring Manufacturing & Sales Company  
**Community:** City of Adel  
**Contract Number:** 20-HQJP-011

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	October 31, 2022			
Maintenance Period Completion Date:	October 31, 2024			
Total employment at project location		109	0	109
Average wage of total employment at project location		\$22.30		
Qualifying Laborshed Wage threshold requirement (per hr)		\$30.77 (120%)		
Number of jobs at or above qualifying wage		12	0	12
Average Wage of jobs at or above qualifying wage		\$51.46		

### Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

- ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

### Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,500 for single coverage or \$5,250 for family coverage.



## Contractor's Application for Payment No.

**9 (Nine)**

Application Period:

10/26/2019

to

11/27/2019

Application Date:

12/2/2019

<b>To (Owner):</b>	City of Adel, IA 301 South 10th St, Adel, IA 50003	<b>From (Contractor):</b>	WRH, Inc. 1648 T Avenue, South Amana, IA 52334	<b>Via (Engineer):</b>	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
<b>Owner's USDA-RD Number:</b>	-	<b>Contractor's Contract Number:</b>	1291	<b>Engineer's Project Number:</b>	20718098-00
<b>Project:</b>	Adel Water Utility Improvements: Phase 1		<b>Contract:</b>	Part B - Section 3 - Well 5 & 6: Site Work, Well House, Equipment and Miscellaneous Well Connections	

### Application For Payment - Change Order Summary

#### Approved Change Orders

Number	Additions	Deductions
01	\$ 1,795.00	
02	\$ 2,391.33	
03	\$ 17,012.00	
04		\$ 25,044.00
Totals:	\$ 21,198.33	\$ 25,044.00
Net Change by Change Order:	\$	(3,845.67)

1. Original Contract Price.....	\$	1,258,000.00
2. Net change by Change Orders.....	\$	(3,845.67)
3. Current Contract Price (Line 1 ± 2).....	\$	1,254,154.33
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	973,342.83
5. Retainage		
a. 5.0% X \$ 883,170.83 Work Completed.....	\$	44,158.54
b. 5.0% X \$ 90,172.00 Stored Material.....	\$	4,508.60
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	48,667.14
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	924,675.69
7. Less Previous Payments (Line 6 from prior Application).....	\$	807,626.91
8. Amount Due This Application.....	\$	117,048.78
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	329,478.64

Payment of: \$117,048.78

(Line 8 or other - attach explanation of the other amount)

is recommended by: Michael F. O'Leary 12/3/19  
(Engineer) (Date)

Payment of: \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

### Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] Date: 12/2/2019



# Progress Estimate - Lump Sum Work

# Contractor's Application

For (Contract):	Part B - Section 3 - Well 5 & 6: Site Work, Well House, Equipment and Miscellaneous Well Connections				Application Number:	9 (Nine)		
Application Period:	10/26/2019	to	11/27/2019		Application Date:	12/2/2019		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
1.1	Bonds & Insurance	\$ 15,880.00	\$ 15,880.00	\$ -		\$ 15,880.00	100.00%	\$ -
1.2	General Conditions	\$ 120,510.00	\$ 107,120.00	\$ 6,695.00		\$ 113,815.00	94.44%	\$ 6,695.00
1.3	Mobilization	\$ 32,280.00	\$ 32,280.00	\$ -		\$ 32,280.00	100.00%	\$ -
Division 03 - Concrete								
3.1	Footings / Foundations	\$ 56,965.00	\$ 56,965.00	\$ -		\$ 56,965.00	100.00%	\$ -
3.2	Building Slab-on-Grade	\$ 8,750.00	\$ 8,750.00	\$ -		\$ 8,750.00	100.00%	\$ -
3.3	Precast Concrete Roof Planks	\$ 29,560.00	\$ 29,560.00	\$ -		\$ 29,560.00	100.00%	\$ -
3.4	Building Stoops & Equipment Pads	\$ 3,130.00	\$ 1,408.50	\$ 1,721.50		\$ 3,130.00	100.00%	\$ -
Division 04 - Masonry								
4.1	Masonry	\$ 85,060.00	\$ 83,060.00	\$ 1,000.00		\$ 84,060.00	98.82%	\$ 1,000.00
Division 05 - Metals								
5.1	Misc. Metals	\$ 2,275.00	\$ 2,275.00	\$ -		\$ 2,275.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
7.1	Roofing / Hatches / Specialty Metals	\$ 39,690.00	\$ 33,736.50	\$ 5,953.50		\$ 39,690.00	100.00%	\$ -
Division 08 - Openings								
8.1	Doors / Frames / Hardware	\$ 18,460.00	\$ 18,460.00	\$ -		\$ 18,460.00	100.00%	\$ -
Division 09 - Painting and Coating								
9.1	Painting / Coatings	\$ 19,470.00	\$ 2,920.50	\$ 12,655.50		\$ 15,576.00	80.00%	\$ 3,894.00
Division 23 - Heating, Ventilating, and Air Conditioning								
23.1	HVAC / Plumbing	\$ 66,180.00	\$ 2,500.00	\$ -		\$ 2,500.00	3.78%	\$ 63,680.00
Division 26 - Electrical								
26.1	Electrical	\$ 162,230.00	\$ 48,673.00	\$ 32,450.00		\$ 81,123.00	50.00%	\$ 81,107.00
26.2	Standby Power Generator	\$ 56,100.00	\$ 50,490.00	\$ -		\$ 50,490.00	90.00%	\$ 5,610.00
Division 31 - Earthwork								
31.1	Erosion Control	\$ 19,575.00	\$ 14,750.00	\$ -		\$ 14,750.00	75.35%	\$ 4,825.00
31.2	Clearing & Grubbing	\$ 13,410.00	\$ 13,410.00	\$ -		\$ 13,410.00	100.00%	\$ -
31.3	Site Grading Cut / Fill	\$ 42,465.00	\$ 10,616.25	\$ 31,848.75		\$ 42,465.00	100.00%	\$ -
31.4	Build Well House Pads	\$ 28,855.00	\$ 28,855.00	\$ -		\$ 28,855.00	100.00%	\$ -
31.5	Drilled Concrete Piers	\$ 91,350.00	\$ 91,350.00	\$ -		\$ 91,350.00	100.00%	\$ -
31.6	Building Excavation & Backfill	\$ 5,620.00	\$ 5,620.00	\$ -		\$ 5,620.00	100.00%	\$ -
31.7	Strip & Re-spread Topsoil	\$ 26,060.00	\$ 7,820.00	\$ 18,240.00		\$ 26,060.00	100.00%	\$ -





## Stored Material Summary

## Contractor's Application

For (Contract):	Part B - Section 3 - Well 5 & 6: Site Work, Well House, Equipment and Miscellaneous Well Connections						Application Number:		9 (Nine)	
Application Period:	10/26/2019 to 11/27/2019						Application Date:		12/2/2019	
A	B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
Div. 8	277563	Hollow Metal Doors & Frames	Site	Sep-2019	\$ 10,490.00		\$ 10,490.00	Oct-2019	\$ 10,490.00	\$ -
Div. 40	15296	Controls	Site			\$ 90,172.00	\$ 90,172.00			\$ 90,172.00
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## Partial Pay Estimates Paid-to-Date

## Contractor's Application

For (Contract):	Adel Water Utility Improvements: Phase 1 Part B - Section 3 - Well 5 & 6: Site Work, Well House, Equipment and Miscellaneous Well Connections				Application Number:	9 (Nine)
					Application Date:	12/2/2019
Application Period:	From:	10/26/2019	To:	11/27/2019	Contractor:	WRH, Inc. 1648 T Avenue, South Amana, IA 52334

Original Contract Amount: \$ 1,258,000.00

### Approved Change Orders:

Number	Date	Amount
01	5/14/2019	\$ 1,795.00
02	7/9/2019	\$ 2,391.33
03	10/8/2019	\$ 17,012.00
04	10/8/2019	\$ (25,044.00)

Revised Contract Amount: \$ 1,254,154.33

### Pay Estimates Paid-to-Date

Pay Estimate Number	Date Received	Amount
1	3/6/2019	\$ 89,399.75
2	3/28/2019	\$ 12,720.50
3	4/24/2019	\$ 12,720.50
4	7/26/2019	\$ 34,342.50
5	8/26/2019	\$ 41,781.00
6	9/20/2019	\$ 80,313.00
7	10/27/2019	\$ 266,655.03
8	11/21/2019	\$ 269,694.63
9		\$ 117,048.80
10		
11		
12		

Total Estimates Paid to Date: \$ 924,675.71

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Total Construction Cost: \$ 924,675.71

# Contractor's Application for Payment No.

**4 (Four)**

Application Period:

10/25/2019

to

11/25/2019

Application Date:

11/25/2019

<b>To (Owner):</b>	City of Adel, IA 301 S. 10th St - PO Box 248 - Adel, IA 50003	<b>From (Contractor):</b>	John T. Jones Construction Co. 2213 7th Avenue North - PO Box 2424 - Fargo, ND 58108	<b>Via (Engineer):</b>	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
<b>Owner's USDA-RD Number:</b>	-	<b>Contractor's Contract Number:</b>	1903	<b>Engineer's Project Number:</b>	20718097-00
<b>Project:</b>	Adel Water System Improvements 2017		<b>Contract:</b>	Water Treatment Plant	

## Application For Payment - Change Order Summary

### Approved Change Orders

Number	Additions	Deductions
001	\$ -	\$ -
002	\$ -	\$ -
003	\$ -	\$ -
Totals:	\$ -	\$ -
Net Change by Change Order:	\$ -	\$ -

1. Original Contract Price.....	\$	11,650,000.00
2. Net change by Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	11,650,000.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	3,162,227.40
5. Retainage		
a. 5.0% X \$ 2,875,901.98 Work Completed.....	\$	143,795.09
b. 5.0% X \$ 286,325.42 Stored Material.....	\$	14,316.27
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	158,111.36
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	3,004,116.04
7. Less Previous Payments (Line 6 from prior Application).....	\$	2,283,786.79
8. Amount Due This Application.....	\$	720,329.25
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	8,645,883.96

Payment of: **\$720,329.25**

(Line 8 or other - attach explanation of the other amount)

is recommended by:

*Matthew A. Wahl*  
(Engineer)

**12-5-19**  
(Date)

Payment of:

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

## Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date:

**12/4/19**



## Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract): Water Treatment Plant					Application Number:	4 (Four)			
Application Period:	10/25/2019		to	11/25/2019		Application Date:	11/25/2019		
A			B	Work Completed		E	F		G
				C	D				
Specification Section Number	Description		Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements									
01.01	Bonds / Insurance		\$ 102,763.00	\$ 102,763.00	\$ -		\$ 102,763.00	100.00%	\$ -
01.02	Mobilization		\$ 763,224.00	\$ 763,224.00	\$ -		\$ 763,224.00	100.00%	\$ -
01.03	Testing / Quality Requirements		\$ 23,900.00	\$ 8,365.00	\$ 8,365.00		\$ 16,730.00	70.00%	\$ 7,170.00
01.04	Contingency Allowance		\$ 125,000.00	\$ 2,413.00	\$ -		\$ 2,413.00	1.93%	\$ 122,587.00
Contingency Usage Breakdown									
01.04.1	CO-001: IA DNR Changes to Detention Basin		\$ 28,685.00	\$ 28,685.00	\$ -		\$ 28,685.00	100.00%	\$ -
01.04.2	CO-002: Removal of 10" DIP Water Main		\$ (26,272.00)	\$ (26,272.00)	\$ -		\$ (26,272.00)	100.00%	\$ -
01.04.3	CO-003: Post-Aeration Bypass Piping, V-Port Ball Valve Sizing		\$ 44,319.00	\$ -	\$ -		\$ -	0.00%	\$ 44,319.00
Division 02 - Demolition									
02.01	Demolition		\$ 102,000.00	\$ 30,600.00	\$ -		\$ 30,600.00	30.00%	\$ 71,400.00
Division 03 - Concrete									
03.01	Concrete Reinforcement (Material)		\$ 55,131.00	\$ 23,059.55	\$ -	\$ 32,071.45	\$ 55,131.00	100.00%	\$ -
03.02	Concrete Reinforcement (Erection)		\$ 65,000.00	\$ 52,000.00	\$ 9,750.00		\$ 61,750.00	95.00%	\$ 3,250.00
03.03	Concrete (Cast-in-Place)		\$ 811,577.00	\$ 486,946.20	\$ 243,473.10		\$ 730,419.30	90.00%	\$ 81,157.70
03.04	Precast Concrete / Hollow Core		\$ 763,880.00	\$ 43,167.00	\$ -		\$ 43,167.00	5.65%	\$ 720,713.00
Division 04 - Masonry									
04.01	Masonry Wall Replacement (Ex. WTP)		\$ 2,000.00	\$ -	\$ -		\$ -	0.00%	\$ 2,000.00
Division 05 - Metals									
05.01	Misc. Metals (Materials)		\$ 186,390.00	\$ -	\$ -		\$ -	0.00%	\$ 186,390.00
05.02	Steel Joist Framing / Decking (Labor)		\$ 60,300.00	\$ -	\$ -		\$ -	0.00%	\$ 60,300.00
05.03	Cold Formed Metal Framing		\$ 20,900.00	\$ -	\$ -		\$ -	0.00%	\$ 20,900.00
Division 06 - Wood & Plastic									
06.01	Rough Carpentry		\$ 6,736.00	\$ -	\$ -		\$ -	0.00%	\$ 6,736.00
06.02	FRP Grating / Handrail		\$ 29,000.00	\$ -	\$ -		\$ -	0.00%	\$ 29,000.00
Division 07 - Thermal & Moisture Protection									
07.01	Dampproofing		\$ 2,950.00	\$ -	\$ -		\$ -	0.00%	\$ 2,950.00
07.02	Batt Insulation		\$ 2,800.00	\$ -	\$ -		\$ -	0.00%	\$ 2,800.00
07.03	Board Insulation		\$ 22,170.00	\$ 3,325.50	\$ -		\$ 3,325.50	15.00%	\$ 18,844.50



Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F/B)	
07.04	Membrane Roofing / Specialty Metals	\$ 137,452.00	\$ -	\$ -		\$ -	0.00%	\$ 137,452.00
07.05	Access / Roof Hatches	\$ 6,495.00	\$ -	\$ -	\$ 6,495.00	\$ 6,495.00	100.00%	\$ -
07.06	Joint Sealants	\$ 32,000.00	\$ -	\$ -		\$ -	0.00%	\$ 32,000.00
<b>Division 8 - Doors and Windows</b>								
08.01	Doors & Windows							
08.01.1	Steel, Wood, FRP Doors & Frames and Door Hardware	\$ 133,646.00	\$ -	\$ -		\$ -	0.00%	\$ 133,646.00
08.01.2	Alum Doors & Frames, Entrances, Storefront and Glazing	\$ 116,400.00	\$ -	\$ -		\$ -	0.00%	\$ 116,400.00
08.02	Overhead Doors	\$ 42,000.00	\$ -	\$ -		\$ -	0.00%	\$ 42,000.00
<b>Division 09 - Painting and Coating</b>								
09.01	Drywall	\$ 17,600.00	\$ -	\$ -		\$ -	0.00%	\$ 17,600.00
09.02	Acoustical Ceiling	\$ 4,950.00	\$ -	\$ -		\$ -	0.00%	\$ 4,950.00
09.03	Carpet / Tile	\$ 15,400.00	\$ -	\$ -		\$ -	0.00%	\$ 15,400.00
09.04	Fluid Applied Flooring	\$ 14,320.00	\$ -	\$ -		\$ -	0.00%	\$ 14,320.00
09.05	Painting	\$ 118,851.00	\$ -	\$ -		\$ -	0.00%	\$ 118,851.00
<b>Division 10 - Specialties</b>								
10.01	Signage	\$ 8,320.00	\$ -	\$ -		\$ -	0.00%	\$ 8,320.00
10.02	Lockers	\$ 2,019.00	\$ -	\$ -		\$ -	0.00%	\$ 2,019.00
10.03	Bath & Toilet Accessories	\$ 2,061.00	\$ -	\$ -		\$ -	0.00%	\$ 2,061.00
10.04	Fire Extinguishers	\$ 653.00	\$ -	\$ -		\$ -	0.00%	\$ 653.00
<b>Division 11 - Equipment</b>								
11.01	Lab Equipment Allowance	\$ 35,000.00	\$ -	\$ -		\$ -	0.00%	\$ 35,000.00
<b>Division 12 - Furnishings</b>								
12.01	Residential Casework	\$ 6,200.00	\$ -	\$ -		\$ -	0.00%	\$ 6,200.00
12.02	Laboratory Casework	\$ 13,055.00	\$ -	\$ -		\$ -	0.00%	\$ 13,055.00
12.03	Furnishings Allowance	\$ 60,000.00	\$ -	\$ -		\$ -	0.00%	\$ 60,000.00
<b>Division 22 - Plumbing</b>								
22.01	Slot Drain	\$ 32,044.00	\$ -	\$ 19,999.75		\$ 19,999.75	62.41%	\$ 12,044.25
22.02	Plumbing Piping (Material)	\$ 34,000.00	\$ 9,500.00	\$ 17,499.40		\$ 26,999.40	79.41%	\$ 7,000.60
22.03	Plumbing Piping (Labor)	\$ 90,000.00	\$ 17,500.00	\$ 27,500.00		\$ 45,000.00	50.00%	\$ 45,000.00
22.04	Fixtures (Material)	\$ 83,962.00	\$ -	\$ -		\$ -	0.00%	\$ 83,962.00
22.05	Fixtures (Labor)	\$ 10,000.00	\$ -	\$ -		\$ -	0.00%	\$ 10,000.00
22.06	Piping Insulation	\$ 28,400.00	\$ -	\$ -		\$ -	0.00%	\$ 28,400.00
<b>Division 23 - HVAC</b>								
23.01	Mobilization	\$ 45,000.00	\$ 37,500.00	\$ 7,500.00		\$ 45,000.00	100.00%	\$ -



A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
23.02	Submittals / CAD / Project Manager	\$ 74,619.00	\$ 54,619.00	\$ 3,382.35		\$ 58,001.35	77.73%	\$ 16,617.65
23.03	Radiant Heat Equip / Boilers (Material)	\$ 88,562.00	\$ -	\$ 25,001.06		\$ 25,001.06	28.23%	\$ 63,560.94
23.04	Radiant Heat Equip / Boilers (Labor)	\$ 56,116.00	\$ -	\$ 9,999.88		\$ 9,999.88	17.82%	\$ 46,116.12
23.05	ACU-1, 2, & 3 (Material)	\$ 97,880.00	\$ -	\$ -		\$ -	0.00%	\$ 97,880.00
23.06	ACU-1, 2, & 3 (Labor)	\$ 3,420.00	\$ -	\$ -		\$ -	0.00%	\$ 3,420.00
23.07	Exhaust / Supply Fans (Material)	\$ 42,470.00	\$ -	\$ -		\$ -	0.00%	\$ 42,470.00
23.08	Exhaust / Supply Fans (Labor)	\$ 8,860.00	\$ -	\$ -		\$ -	0.00%	\$ 8,860.00
23.09	Dehumidifying Units (Material)	\$ 28,000.00	\$ -	\$ -		\$ -	0.00%	\$ 28,000.00
23.10	Dehumidifying Units (Labor)	\$ 2,280.00	\$ -	\$ -		\$ -	0.00%	\$ 2,280.00
23.11	Outside Air Louvers (Material)	\$ 6,200.00	\$ -	\$ -		\$ -	0.00%	\$ 6,200.00
23.12	Outside Air Louvers (Labor)	\$ 1,300.00	\$ -	\$ -		\$ -	0.00%	\$ 1,300.00
23.13	Control / Backdraft Dampers (Material)	\$ 4,420.00	\$ -	\$ -		\$ -	0.00%	\$ 4,420.00
23.14	Control / Backdraft Dampers (Labor)	\$ 870.00	\$ -	\$ -		\$ -	0.00%	\$ 870.00
23.15	Ventilators (Material)	\$ 28,006.00	\$ -	\$ -		\$ -	0.00%	\$ 28,006.00
23.16	Ventilators (Labor)	\$ 8,580.00	\$ -	\$ -		\$ -	0.00%	\$ 8,580.00
23.17	Ductwork / Plenums (Material)	\$ 82,500.00	\$ -	\$ -		\$ -	0.00%	\$ 82,500.00
23.18	Ductwork / Plenums (Labor)	\$ 100,820.00	\$ -	\$ -		\$ -	0.00%	\$ 100,820.00
23.19	Testing & Balancing	\$ 4,000.00	\$ -	\$ -		\$ -	0.00%	\$ 4,000.00
<b>Division 26 - Electrical</b>								
26.01	Electrical							
26.01.1	Interior / Above Grade Conduit	\$ 155,840.00	\$ -	\$ -		\$ -	0.00%	\$ 155,840.00
26.01.2	Exterior / Below Grade Conduit	\$ 131,050.00	\$ -	\$ 4,888.17		\$ 4,888.17	3.73%	\$ 126,161.83
26.01.3	Interior Wiring	\$ 80,473.50	\$ -	\$ -		\$ -	0.00%	\$ 80,473.50
26.01.4	Exterior Wiring	\$ 60,145.00	\$ -	\$ -		\$ -	0.00%	\$ 60,145.00
26.01.5	Wire Termination / Testing	\$ 28,790.00	\$ -	\$ -		\$ -	0.00%	\$ 28,790.00
26.01.6	Trim Out	\$ 24,041.00	\$ -	\$ -		\$ -	0.00%	\$ 24,041.00
26.01.7	Lighting	\$ 89,650.00	\$ -	\$ -		\$ -	0.00%	\$ 89,650.00
26.01.8	Misc. Labels	\$ 134,197.50	\$ -	\$ 4,012.51		\$ 4,012.51	2.99%	\$ 130,184.99
26.01.9	Standby Power	\$ 363,454.00	\$ -	\$ -		\$ -	0.00%	\$ 363,454.00
26.01.10	Controls Integrator	\$ 636,297.00	\$ -	\$ -		\$ -	0.00%	\$ 636,297.00
26.01.11	Sound	\$ 12,520.00	\$ -	\$ -		\$ -	0.00%	\$ 12,520.00
26.01.12	Switch Gear	\$ 58,347.50	\$ -	\$ -		\$ -	0.00%	\$ 58,347.50
26.01.13	Transformer	\$ 90,142.50	\$ -	\$ -		\$ -	0.00%	\$ 90,142.50
26.01.14	Mobilization / Handling, Etc.	\$ 4,001.00	\$ 1,000.00	\$ 855.27		\$ 1,855.27	46.37%	\$ 2,145.73
<b>Division 28 - Electronic Safety and Security</b>								
28.01	Access Control & Surveillance	\$ 9,200.00	\$ -	\$ -		\$ -	0.00%	\$ 9,200.00



A		B	Work Completed		E	F		G
Specification Section Number	Description	Scheduled Value (\$)	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
			From Previous Application (C+D)	This Period				
Division 31 - Earthwork								
31.01	Excavation / Backfill Earthwork	\$ 693,286.00	\$ 485,300.20	\$ 194,120.08		\$ 679,420.28	98.00%	\$ 13,865.72
31.02	Dewatering	\$ 7,500.00	\$ 3,750.00	\$ -		\$ 3,750.00	50.00%	\$ 3,750.00
31.03	SWPPP Preparation / Management of Erosion & Sediment Controls	\$ 25,000.00	\$ -	\$ -		\$ -	0.00%	\$ 25,000.00
31.04	Rip-rap	\$ 11,800.00	\$ -	\$ -		\$ -	0.00%	\$ 11,800.00
31.05	Final Grading	\$ 5,200.00	\$ -	\$ -		\$ -	0.00%	\$ 5,200.00
Division 32 - Exterior Improvements								
32.01	Subgrade Prep for Paving	\$ 9,600.00		\$ -		\$ -	0.00%	\$ 9,600.00
32.02	Aggregate Subgrade for Paving	\$ 15,520.00	\$ -	\$ -		\$ -	0.00%	\$ 15,520.00
32.03	Concrete Paving / Sidewalks	\$ 202,950.00	\$ -	\$ -		\$ -	0.00%	\$ 202,950.00
32.04	Aggregate Paving	\$ 38,250.00	\$ -	\$ -		\$ -	0.00%	\$ 38,250.00
32.05	Pavement Repair Work	\$ 18,520.00	\$ -	\$ -		\$ -	0.00%	\$ 18,520.00
32.06	Guard Rails	\$ 8,377.00	\$ -	\$ -		\$ -	0.00%	\$ 8,377.00
32.07	Seeding & Plants	\$ 7,500.00	\$ -	\$ -		\$ -	0.00%	\$ 7,500.00
Division 33 - Utilities								
33.01	Live Water Main Tap Connections	\$ 6,000.00	\$ -	\$ -		\$ -	0.00%	\$ 6,000.00
33.02	Site Water Distribution Piping	\$ 427,680.00	\$ 5,758.82	\$ 78,295.62	\$ 138,339.16	\$ 222,393.60	52.00%	\$ 205,286.40
33.03	Site Sanitary Sewer Piping	\$ 65,322.00	\$ -	\$ 13,064.40		\$ 13,064.40	20.00%	\$ 52,257.60
33.04	Site Storm Water Piping	\$ 41,288.00	\$ -	\$ 33,030.40		\$ 33,030.40	80.00%	\$ 8,257.60
33.05	Precast Concrete Site Utility Structures	\$ 30,800.00	\$ -	\$ 12,320.00		\$ 12,320.00	40.00%	\$ 18,480.00
33.06	Exterior Piping (Materials)	\$ 157,998.00	\$ -	\$ 8,053.72	\$ 12,080.60	\$ 20,134.32	12.74%	\$ 137,863.68
Division 40 - Process Interconnections								
40.01	Ductile Iron Process Piping (Materials)	\$ 290,747.00	\$ -	\$ -	\$ 92,787.21	\$ 92,787.21	31.91%	\$ 197,959.79
40.02	Ductile Iron Process Piping (Labor)	\$ 106,384.00	\$ -	\$ -		\$ -	0.00%	\$ 106,384.00
40.03	PVC/CPVC Process Piping (Materials & Labor)	\$ 114,265.00	\$ -	\$ -		\$ -	0.00%	\$ 114,265.00
40.04	Stainless Steel Piping (Materials & Labor)	\$ 98,200.00	\$ -	\$ -		\$ -	0.00%	\$ 98,200.00
40.05	Pipe Supports	\$ 86,000.00	\$ -	\$ -		\$ -	0.00%	\$ 86,000.00
40.06	Process Valves / Gates	\$ 197,026.00	\$ -	\$ -	\$ 4,552.00	\$ 4,552.00	2.31%	\$ 192,474.00
40.07	Liquid Chemical Auxiliary Equipment & Accessories	\$ 133,140.00	\$ -	\$ -		\$ -	0.00%	\$ 133,140.00
40.08	Process Piping Insulation	\$ 9,500.00	\$ -	\$ -		\$ -	0.00%	\$ 9,500.00
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	Vertical Split Case Pumps	\$ 56,200.00	\$ -	\$ -		\$ -	0.00%	\$ 56,200.00
43.02	Vertical Turbine Pumps Open Lineshaft Type	\$ 159,400.00	\$ -	\$ -		\$ -	0.00%	\$ 159,400.00



A		B	Work Completed		E	F		G
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
43.03	High Density Cross-Linked Polyethylene Storage Tanks	\$ 311,713.00	\$ -	\$ -		\$ -	0.00%	\$ 311,713.00
<b>Division 46 - Water and Wastewater Equipment</b>								
46.01	Induced Draft Aerators & Vertical Pressure Filter Equipment	\$ 904,955.00	\$ -	\$ -		\$ -	0.00%	\$ 904,955.00
46.02	Reverse Osmosis Membrane Equipment	\$ 657,278.00	\$ -	\$ 24,000.00		\$ 24,000.00	3.65%	\$ 633,278.00
	<b>Total</b>	\$ 11,650,000.00	\$ 2,130,791.27	\$ 745,110.71	\$ 286,325.42	\$ 3,162,227.40	27.14%	\$ 8,487,772.60

## Contractor's Application

For (Contract):	Water Treatment Plant						Application Number:		4 (Four)	
Application Period:	10/25/2019 to 11/25/2019						Application Date:		11/25/2019	
A	B	C	D	E			F	G		
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
03.01	Multiple	Concrete Reinforcement - Carroll	Site	Sep-2019	\$ 66,592.71	\$ -	\$ 66,592.71	Sep-2019	\$ 34,521.26	\$ 32,071.45
07.05	Multiple	Acess / Roof Hatches - Nystrom	Site	Nov-2019	\$ 5,445.00	\$ 1,050.00	\$ 6,495.00			\$ 6,495.00
33.02	Multiple	Site Water Distribution Piping - Plant & Flanged	Site	Sep-2019	\$ 141,445.98	\$ -	\$ 141,445.98	Sep-2019	\$ 3,106.82	\$ 138,339.16
33.06	Multiple	Exterior Piping (Materials) - Hancock	Site	Nov-2019	\$ -	\$ 20,134.32	\$ 20,134.32	Nov-2019	\$ 8,053.72	\$ 12,080.60
40.01	Multiple	DI Process Piping - Plant & Flanged	Site	Oct-2019	\$ 92,787.21	\$ -	\$ 92,787.21			\$ 92,787.21
40.06	77512	Process Valves / Gates - Vessco	Site	Sep-2019	\$ 4,552.00	\$ -	\$ 4,552.00			\$ 4,552.00
							\$ -			\$ -
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							\$ -			\$ -
Totals					\$ 310,822.90	\$ 21,184.32	\$ 332,007.22		\$ 45,681.80	\$ 286,325.42

## Partial Pay Estimates Paid-to-Date

## Contractor's Application

For (Contract):	Adel Water System Improvements 2017 Water Treatment Plant				Application Number:	4 (Four)
					Application Date:	11/25/2019
Application Period:	From:	10/25/2019	To:	11/25/2019	Contractor:	John T. Jones Construction Co. 2213 7th Avenue North - PO Box 2424 - Fargo, ND 58108

Original Contract Amount: \$ 11,650,000.00

### Approved Change Orders:

Number	Date	Amount
001	10/8/2019	\$ -
002	10/8/2019	\$ -
003	11/12/2019	\$ -

Revised Contract Amount: \$ 11,650,000.00

### Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001	9/18/2019	\$ 686,579.73
002	10/17/2019	\$ 662,608.04
003	11/21/2019	\$ 934,599.02
004		

Total Estimates Paid to Date: \$ 2,283,786.79

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Total Construction Cost: \$ 2,283,786.79



100% Stored

✓4

## INVOICE



Phone: 800-547-2635

Fax: 800-317-8770

Remit To: NW 7845

PO Box 1450

Minneapolis, MN 55485-7845

## Bill To

John T Jones Construction  
PO Box 2424  
 Fargo, ND 58108  
 US

Attn: Tim Boland  
701-232-3358  
timb@jtjconst.com

RECEIVED

OCT 30 2019

JOHN T. JONES  
CONSTRUCTION

## Ship To

John T Jones Construction/WTP  
308 N 5th St  
Attn: Tim Boland - 701-232-3358  
Adel, IA 50003  
US

07.05

100% Stored

Account Manager

Collect/Prepaid

Location

Carrier

Deanna Myhre

LINE ITEM

EBP

King

Item #	Description	Qty Ordered	Qty Shipped	Item Price	UOM	Extended Price
FDNLA42X42SELN-GOLDSM-SC1	Floor Door, Non-rated, 42x42, 3x3 Angle, 150 psf, Single Door, Alum, 3/16" Formed Door, Gasket, Surface Mount, Safety Chain	4.00	4.00	955.00	EA	3,820.00
FREIGHT	Delivery Charge	1.00	1.00	159.00	EA	159.00

Vendor # \_\_\_\_\_ Proof \_\_\_\_\_

JOB/GL#	COST CODE	CAT.	AMOUNT

Only \$1,050.00 placed into storage due  
to 100% payment on line item 07.05.  
-MEC

Pymt Approval \_\_\_\_\_ Date \_\_\_\_\_  
Req # \_\_\_\_\_

Comments:

Sales Amount: 3,979.00  
Misc. Amount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
Subtotal: 3,979.00  
Amount Received: 0.00  
Total Due USD: \$3,979.00

Terms

Net 30

**Hancock Concrete Products LLC**

Lake View IA Plant  
218 S Lake St  
Lake View IA 51450  
Phone: (320) 392-5207  
Fax: (320) 392-5155

**INVOICE: 1604879**

Invoice Date: 10/28/2019

Page: 1

**BILL TO:**

131273  
John T Jones Construction  
2213 7th Ave N  
Fargo ND 58102

33.06  
40% used

www.HancockConcrete.com

**RECEIVED**

OCT 31 2019

JOHN T. JONES  
CONSTRUCTION**SHIP TO:**

228163  
WATER SYSTEM IMPS PO # 1903-  
27  
208 N 5TH STREET  
ERIC 701-371-7976  
ADEL IA 50003

Load Num.	Terms	Ship Date	Entered By	Truck Driver
134555	Net 30 Days	10/28/2019	John Petersen	MOHR-MARK

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty Units	Alt. Unit Price	Ext. Price
19-2554 MH-2	511473 4.00	84-00892 GSK,48",TSS,MH-SF,C443,839448 200 PROFILE,12 PER BX	1.00 EA	1.00 EA	\$0.0000 EA	
19-2554 MH-2	511473 6.00	84-00113 MH,ADJ-RING,27"x2" 10 per pallet	3.00 EA	3.00 EA	\$20.8000 EA	\$62.40
19-2554 MH-2	511473 7.00	M048B-07208 MH,48",BASE,72"x8"	1.00 EA	1.00 EA	\$553.0000 EA	\$553.00
19-2554 MH-2	511473 9.00	M048V-4.00E27S-STK MH,48",E-CONE,4.00FT,STEPS,STK	1.00 EA	4.00 FT	\$161.0000 FT	\$644.00
19-2554 MH-2 SPECIAL	511473 8.00	M048R-4.83S MH,48",RISER,4.83FT,STEPS	1.00 EA	4.83 FT	\$161.0000 FT	\$777.63
19-2554 MH-3	511473 10.00	84-00113 MH,ADJ-RING,27"x2" 10 per pallet	3.00 EA	3.00 EA	\$20.8000 EA	\$62.40
19-2554 MH-3	511473 11.00	84-00892 GSK,48",TSS,MH-SF,C443,839448 200 PROFILE,12 PER BX	1.00 EA	1.00 EA	\$0.0000 EA	
19-2554 MH-3	511473 12.00	M048B-07208 MH,48",BASE,72"x8"	1.00 EA	1.00 EA	\$553.0000 EA	\$553.00
19-2554 MH-3	511473 14.00	M048V-4.00E27S-STK MH,48",E-CONE,4.00FT,STEPS,STK	1.00 EA	4.00 FT	\$161.0000 FT	\$644.00
19-2554 MH-3 SPECIAL	511473 13.00	M048R-5.67S MH,48",RISER,5.67FT,STEPS	1.00 EA	5.67 FT	\$161.0000 FT	\$912.87
19-2554 SMH-3	511473 22.00	84-00113 MH,ADJ-RING,27"x2" 10 per pallet	4.00 EA	4.00 EA	\$20.8000 EA	\$83.20
19-2554 SMH-3	511473 23.00	84-00225 BOOT,MH,16"HOLE,PSX,DD,16M, (1) 232,PIPE,OD,12.05"-13.30"	3.00 EA	3.00 EA	\$172.7000 EA	\$518.10
19-2554 SMH-3	511473 24.00	84-00892 GSK,48",TSS,MH-SF,C443,839448 200 PROFILE,12 PER BX	2.00 EA	2.00 EA	\$0.0000 EA	
19-2554 SMH-3	511473 25.00	M048N-2.50SI MIB,48",2.50FT,STEPS,INV	1.00 EA	1.00 EA	\$914.5000 EA	\$914.50
19-2554 SMH-3	511473 26.00	M048R-2.00S-STK MH,48",RISER,2.00FT,STEPS,STK	1.00 EA	2.00 FT	\$161.0000 FT	\$322.00



**Hancock Concrete Products LLC**

Lake View IA Plant  
218 S Lake St  
Lake View IA 51450  
Phone: (320) 392-5207  
Fax: (320) 392-5155

**INVOICE: 1604879**

Invoice Date: 10/28/2019

Page: 2

**BILL TO:**

131273  
John T Jones Construction  
2213 7th Ave N  
Fargo ND 58102

[www.HancockConcrete.com](http://www.HancockConcrete.com)**SHIP TO:**

228163  
WATER SYSTEM IMPS PO # 1903-  
27  
208 N 5TH STREET  
ERIC 701-371-7976  
ADEL IA 50003

Load Num.	Terms	Ship Date	Entered By	Truck Driver
134555	Net 30 Days	10/28/2019	John Petersen	MOHR-MARK

Project Structure	Order # Line #	Item Description	Quantity Units	Alt Qty Units	Alt Unit Price	Ext Price
19-2554 SMH-3	511473 27.00	M048V-3.50E27S-STK MH,48",E-CONE,3.50FT,STEPS,STK	1.00 EA	3.50 FT	\$161.0000 FT	\$563.50
19-2554 SUMP PUMP MH	515517 3.00	M048R-4.00S-STK MH,48",RISER,4.00FT,STEPS,STK	1.00 EA	4.00 FT	\$161.0000 FT	\$644.00
19-2554 SUMP PUMP MH	515517 6.00	84-00892 GSK,48",TSS,MH-SF,C443,839448 200 PROFILE,12 PER BX	2.00 EA	2.00 EA	\$0.0000 EA	
19-2554 SUMP PUMP MH	515517 7.00	84-00113 MH,ADJ-RING,27"x2" 10 per pallet	2.00 EA	2.00 EA	\$20.8000 EA	\$41.60
19-2554 SUMP PUMP MH	515760 2.00	M048N-2.50-STK MIB,48",2.50FT,BLANK,STK blank IB contr. to core/inv	1.00 EA	1.00 EA	\$914.5000 EA	\$914.50
19-2554 SW-511	511473 28.00	84-00098 MH,ADJ-RING,2x3x2",2PC 20 per pallet	2.00 EA	2.00 EA	\$45.2000 EA	\$90.40
19-2554 SW-511	511473 29.00	MCB-3X2-B8 CB,3X2,BASE,4'8"X3'8"X8" 56"X44"X8"	1.00 EA	1.00 EA	\$361.0000 EA	\$361.00
19-2554 SW-511	511473 30.00	MCB-3X2-3.67 CB,3X2,3.67FT	1.00 EA	3.67 FT	\$206.0000 FT	\$756.02
19-2554 SW-511	511473 31.00	MCB-3X2-4.00 CB,3X2,4.00FT	1.00 EA	4.00 FT	\$206.0000 FT	\$824.00
19-2554 WRAP	511473 3.00	84-01077 GATOR-WRAP,9"x50FT,ROLL 64 ROLLS PER PALLET	2.00 EA	2.00 EA	\$415.8000 EA	\$831.60



**Hancock Concrete Products LLC**

Lake View IA Plant  
218 S Lake St  
Lake View IA 51450  
Phone: (320) 392-5207  
Fax: (320) 392-5155

**INVOICE: 1604879**

Invoice Date: 10/28/2019

Page: 3

**BILL TO:**

131273  
John T Jones Construction  
2213 7th Ave N  
Fargo ND 58102

www.HancockConcrete.com

**SHIP TO:**

228163  
WATER SYSTEM IMPS PO # 1903-  
27  
208 N 5TH STREET  
ERIC 701-371-7976  
ADEL IA 50003

Load Num.	Terms	Ship Date	Entered By	Truck Driver
134555	Net 30 Days	10/28/2019	John Petersen	MOHR-MARK

Project Structure	Order # Line #	Item Description	Quantity Units	Alt Qty Units	Alt Unit Price	Ext Price
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Vendor # 3499 Proof 10/19

JOB/GL#	COST CODE	CAT.	AMOUNT
1903-27	02621	MC	11,073.72
	LESS 5%		(553.69)

Pymt Approval \_\_\_\_\_ Date \_\_\_\_\_  
Req # \_\_\_\_\_10,520.03

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT [HANCOCKCONCRETE.COM/TERMS](http://HANCOCKCONCRETE.COM/TERMS), AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC  
17 Atlantic Ave.  
Hancock, MN 56244

Sales Amount	USD \$11,073.72
Sales Tax	
Total	USD \$11,073.72

**Hancock Concrete Products LLC**

Lake View IA Plant  
218 S Lake St  
Lake View IA 51450  
Phone: (320) 392-5207  
Fax: (320) 392-5155

**INVOICE: 1606879**

Invoice Date: 11/1/2019

Page: 1

**BILL TO:**

131273  
John T Jones Construction  
2213 7th Ave N  
Fargo ND 58102

www.HancockConcrete.com

**RECEIVED**

NOV 07 2019

**SHIP TO:**

228163  
WATER SYSTEM IMPS PO # 1903-  
27  
208 N 5TH STREET  
ERIC 701-371-7976  
ADEL IA 50003

JOHN T. JONES

Load Num.	Terms	Ship Date	Entered By	Truck Driver
134735	Net 30 Days	11/1/2019	John Petersen	Mohr-Jarod

Project Structure	Order # Line #	Item Description	Quantity Units	Alt Qty Units	Alt Unit Price	Ext. Price
19-2554 15"	511552 6.00	R015S-CL4B8NT RCP,15",SF-GK,CL4,B,8FT	9.00 EA	72.00 FT	\$18.0000 FT	\$1,296.00
19-2554 15"	511552 7.00	R015S-AF RCP,15",SF-GK,APRON,FEMALE	1.00 EA	1.00 EA	\$419.4000 EA	\$419.40
19-2554 15"	511552 8.00	84-00330 GSK,15",TSS,R4,SF,C443,839015 60 PER BX, 900 PER PALLET	12.00 EA	12.00 EA	\$0.0000 EA	
19-2554 15" TIED	511552 5.00	R015S-CL4B8 RCP,15",SF-GK,CL4,B,8FT,TIED	3.00 EA	24.00 FT	\$18.0000 FT	\$432.00
19-2554 15" TIES	511552 5.10	85-00063 TIE,DBL,EYE,5/8",4.5x36THD,GLV W/FASTENERS, 1A5845G, 300/box	6.00 EA	6.00 EA	\$38.2000 EA	\$229.20
19-2554 36" APRON	511552 2.00	R036S-AF RCP,36",SF-GK,APRON,FEMALE	1.00 EA	1.00 EA	\$1,137.6000 EA	\$1,137.60
19-2554 36" APRON	511552 3.00	84-00601 LIFT-PLUG,POP-IT BX=75,Popit	2.00 EA	2.00 EA	\$0.0000 EA	
19-2554 36" APRON	511552 4.00	85-00485 TIE,DBL,EYE,3/4",6.5x36,THD,GL W/FASTENERS, 1A3465G, 240/box	2.00 EA	2.00 EA	\$38.2000 EA	\$76.40
19-2554 SMH-2	511473 5.00	84-00894 GSK,60",TSS,R2,SF,C443,839060 10 PER BX	2.00 EA	2.00 EA	\$0.0000 EA	
19-2554 SMH-2	511473 15.00	84-00113 MH,ADJ-RING,27"x2" 10 per pallet	2.00 EA	2.00 EA	\$20.8000 EA	\$41.60
19-2554 SMH-2	511473 16.00	84-00212 BOOT,MH,12"HOLE,PSX,DD,12M, (1)152,PIPE,OD,8.00"-9.10"	1.00 EA	1.00 EA	\$149.5000 EA	\$149.50
19-2554 SMH-2	511473 17.00	84-00225 BOOT,MH,16"HOLE,PSX,DD,16M, (1)232,PIPE,OD,12.05"-13.30"	2.00 EA	2.00 EA	\$172.7000 EA	\$345.40
19-2554 SMH-2	511473 18.00	84-01475 BOOT,MH,12"HOLE,PSX,DD,12Y, (1)128,PIPE,OD,5.70"-6.90"	1.00 EA	1.00 EA	\$149.5000 EA	\$149.50
19-2554 SMH-2	511473 19.00	M060C-07213-G-27E MH,60",COVER,72"X13",GSK,27"EC	1.00 EA	1.00 EA	\$1,194.0000 EA	\$1,194.00
19-2554	511473	M060N-2.50SI	1.00	1.00	\$2,190.5000	\$2,190.50



**Hancock Concrete Products LLC**

Lake View IA Plant  
218 S Lake St  
Lake View IA 51450  
Phone: (320) 392-5207  
Fax: (320) 392-5155

**INVOICE: 1606879**

Invoice Date: 11/1/2019

Page: 2

**BILL TO:**

131273  
John T Jones Construction  
2213 7th Ave N  
Fargo ND 58102

[www.HancockConcrete.com](http://www.HancockConcrete.com)**SHIP TO:**

228163  
WATER SYSTEM IMPS PO # 1903-  
27  
208 N 5TH STREET  
ERIC 701-371-7976  
ADEL IA 50003

Load Num.	Terms	Ship Date	Entered By	Truck Driver
134735	Net 30 Days	11/1/2019	John Petersen	Mohr-Jarod

Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
SMH-2	20.00	MIB,60",2,50FT,STEPS,INV	EA	EA	EA	
19-2554	511473	M060R-3.50S	1.00	3.50	\$287.0000	\$1,004.50
SMH-2	21.00	MH,60",RISER,3,50FT,STEPS	EA	FT	FT	
19-2554	515517	M048C-05812-G-27E	1.00	1.00	\$395.0000	\$395.00
SUMP PUMP MH	5.00	MH,48",COVER,58"X12",GSK,27"EC	EA	EA	EA	

Please provide your Invoice Number or Account Number on your payment. Thank you.

BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT [HANCOCKCONCRETE.COM/TERMS](http://HANCOCKCONCRETE.COM/TERMS), AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.

Remit To: Hancock Concrete Products LLC  
17 Atlantic Ave.  
Hancock, MN 56244

Sales Amount	USD \$9,060.60
Sales Tax	
Total	USD \$9,060.60



**Resolution No. 19-113**

**A RESOLUTION APPROVING BUDGET TRANSFERS**

**WHEREAS**, the City utilized bond proceeds for a street resurfacing project; and

**WHEREAS**, the street resurfacing project costs exceeded the bond proceeds by \$50,840.72, resulting in a deficit; and

**WHEREAS**, City staff is recommending that \$50,840.72 be transferred from the road use tax fund to eliminate the street resurfacing project deficit.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA** the proposed transfer to cover project costs associated with street resurfacing be approved and authorize staff to complete said transfer.

Passed and approved this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk

[illegible]

CITY OF ADEL  
MONTH TO DATE TREASURERS REPORT  
AS OF: NOVEMBER 30TH, 2019

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	1,061,268.17	34,048.66	187,077.90	0.00	908,238.93	0.00	908,238.93
SPECIAL RESERVE TRANSFER	482,543.11	4.59	0.00	0.00	482,547.70	0.00	482,547.70
ROAD USE TAX	404,389.57	40,390.79	40,705.72 (	294.35)	403,780.29	0.00	403,780.29
TRUST AND AGENCY	482,169.50	12,870.42	33,802.99	0.00	461,236.93	0.00	461,236.93
HOTEL-MOTEL TAX	311.53	0.00	0.00	0.00	311.53	0.00	311.53
TIF	314,320.44	6,394.23	0.00	0.00	320,714.67	0.00	320,714.67
2010 BRICK ST SPEC ASSES	21,134.73	0.00	0.00	0.00	21,134.73	0.00	21,134.73
2002 ST/UTIL-SPEC ASSESS	28,424.00	0.00	0.00	0.00	28,424.00	0.00	28,424.00
2017 BRICK ST SPEC ASSESS	138,625.69	557.00	0.00	0.00	139,182.69	0.00	139,182.69
DEBT SERVICE	247,874.35	2,823.93	111,790.69	0.00	138,907.59	0.00	138,907.59
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
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	62,605.31	0.00	0.00	0.00	62,605.31	0.00	62,605.31
CAPITAL IMPROV-PARKS	2,660.57	0.00	0.00	0.00	2,660.57	0.00	2,660.57
LOST FUNDS - AQUATIC CEN	949,201.19	112,086.27	0.00	0.00	1,061,287.46	0.00	1,061,287.46
WATER UTIL IMPROV P1	( 42,089.78)	283,280.23	294,132.43	0.00 (	52,941.98)	0.00 (	52,941.98)
NEW WATER TREATMENT PLANT	0.00	985,689.02	986,369.02	0.00 (	680.00)	0.00 (	680.00)
NEW WASTEWTR TRTMNT PLNT	( 873,143.56)	0.00	85,373.20	0.00 (	958,516.76)	0.00 (	958,516.76)
EAST ANNEX SAN UTIL EXT	0.00	181,916.04	181,916.04	0.00	0.00	0.00	0.00
ADEL HWY 169 IMPROV	( 44,812.67)	0.00	0.00	0.00 (	44,812.67)	0.00 (	44,812.67)
2018 ADEL STREET RESURF	( 50,840.72)	0.00	0.00	0.00 (	50,840.72)	0.00 (	50,840.72)
2019 FLOOD	( 20,961.81)	0.00	1,266.00	0.00 (	22,227.81)	0.00 (	22,227.81)
WATER UTILITY	1,729,545.78	118,636.75	59,890.03 (	1,553.59)	1,786,738.91	0.00	1,786,738.91
SEWER UTILITY FUND	1,664,061.77	93,316.91	76,052.24 (	1,187.46)	1,680,138.98	0.00	1,680,138.98
STORM WATER UTILITY	439,951.81	27,664.90	19,839.03 (	103.18)	447,674.50	0.00	447,674.50
GARBAGE/RECYCLING UTILITY	102,910.39	33,013.93	32,273.82	0.00	103,650.50	0.00	103,650.50
OAKDALE PRIDE	156.24	0.00	0.00	0.00	156.24	0.00	156.24
FRIENDS/FOUNDATION	22,063.18	0.00	1,297.30	0.00	20,765.88	0.00	20,765.88
HISTORIC PRES PLAQUES	90.05	0.00	0.00	0.00	90.05	0.00	90.05
HOLIDAY LIGHTS	7,128.65	0.00	1,380.00	0.00	5,748.65	0.00	5,748.65
NILE KINNICK ADDITION	18,139.50	0.00	0.00	0.00	18,139.50	0.00	18,139.50
GRAND TOTAL	7,389,022.50	1,932,693.67	2,113,166.41 (	3,138.58)	7,205,411.18	0.00	7,205,411.18

\*\*\* END OF REPORT \*\*\*



# **LOCAL INPUT IS CRITICAL AT EACH STEP OF THE PLANNING EFFORT, SO YOUR PARTICIPATION IS IMPORTANT! WE ENCOURAGE YOU TO JOIN US!**

More information about the North Raccoon River WMC and the planning effort ...

The North Raccoon River WMC is an alliance of local communities, counties, agencies and advocacy groups. This group of partners extends from the upstream headwaters areas all the way to the confluence with the Des Moines River. The WMC was formed in 2016 to address key issues within the 2,470 square miles of land which drains to the river and its tributaries. The WMC is a voluntary association of these groups without any regulatory or taxing authority of its own.

In 2018, the WMC initiated an effort to create a Watershed Action Plan, to address issues such as flooding, erosion, water quality, resource protection and recreational enhancement. The WMC contracted with the consultant team of Emmons and Olivier Resources (Boone / Oakdale, MN) and RDG Planning and Design (Des Moines) to provide guidance in this effort. The final version of the plan is scheduled to be completed by April 2020.

**FOR FURTHER INFORMATION ON THE  
NORTH RACCOON RIVER WATERSHED  
MANAGEMENT COALITION AND UPDATES  
ON THE PLANNING PROCESS PLEASE  
VISIT US ON FACEBOOK**

**@NORTHRACCOONRIVERWMC**





THE NORTH RACCOON RIVER  
WATERSHED MANAGEMENT COALITION  
(WMC) INVITES YOU TO CONTINUE TO  
HELP US REFINE THE PLAN TO ADDRESS  
FLOODING, IMPROVE WATER QUALITY  
AND ENHANCE RESOURCES IN THE  
NORTH RACCOON RIVER WATERSHED.



## OPEN HOUSE

**DATE: TUESDAY - DECEMBER 17, 2019 ... 4 PM - 6 PM**

**LOCATION: SHOWROOM @ 818 COURT STREET -ADEL, IOWA**

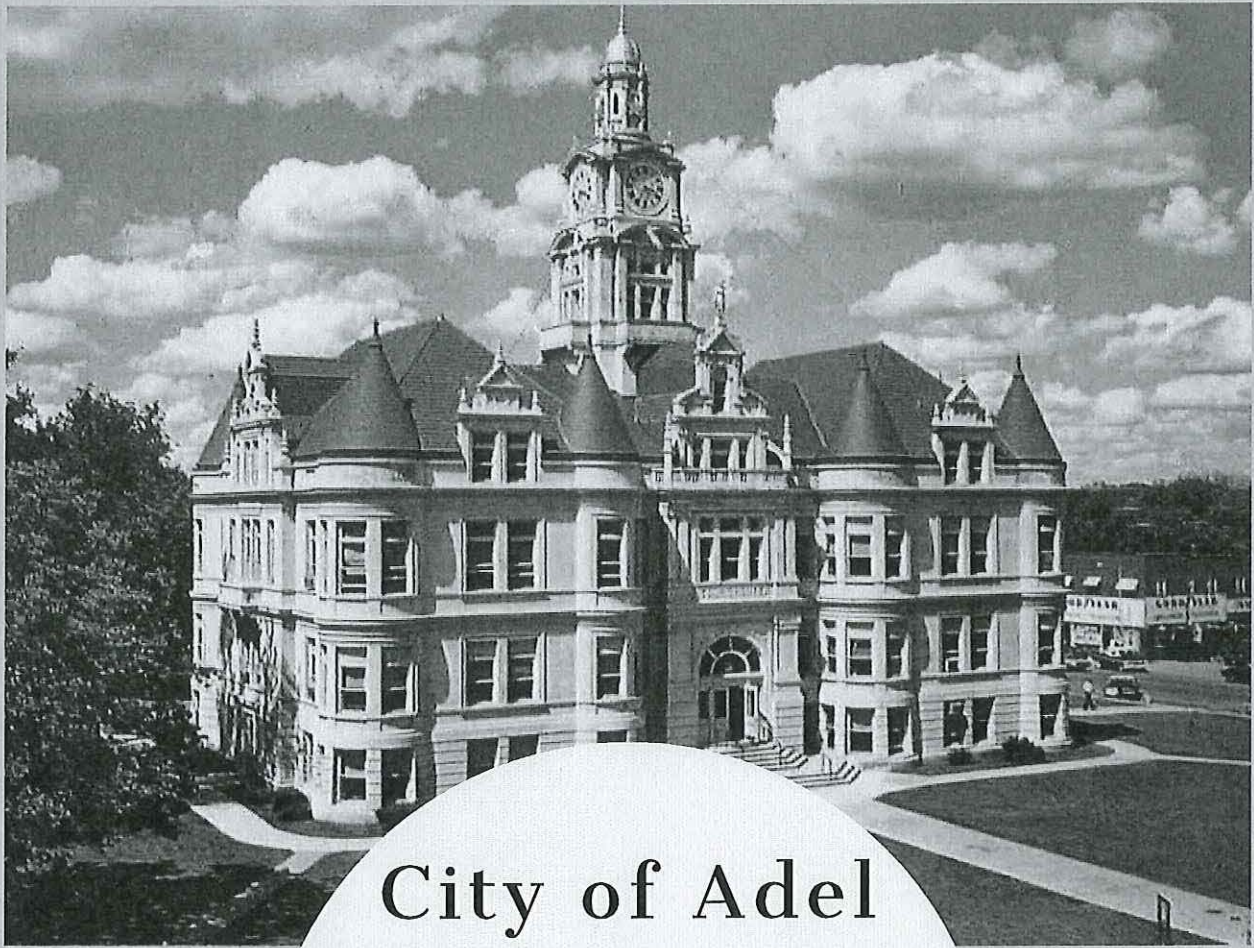
*(Directly across the street from Courthouse - north side on City Square)*

*The Open House will walk the participants through the potential implementation strategies that were identified during the planning process by stakeholders and the planning team. Participants may arrive or leave anytime during the event. There will be displays and presentation materials available for review and people can provide direct input to the consultant team developing the plan. A short presentation overview of the watershed will be repeated at 4:30 and 5:30.*

*This is an important opportunity for local residents, landowners, producers and other key stakeholder to get updated on development of the Watershed Plan and provide input as the draft version of the plan is currently being prepared.*

## PLEASE JOIN US!





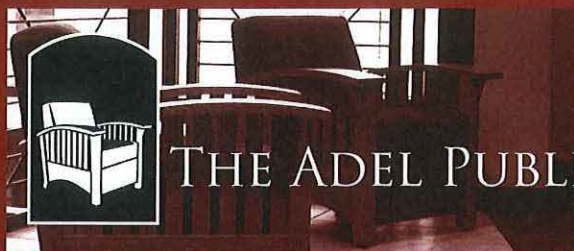
City of Adel  
Downtown Plan  
Presentation

**TUESDAY, DECEMBER 17, 2019  
6:00 PM - 7:00 PM**

**ADEL PUBLIC LIBRARY  
303 S. 10TH STREET  
ADEL, IA 50003**

Please join the City of Adel, the Adel Partners Chamber, and Iowa State University for a presentation of Adel's future Downtown plan.





## THE ADEL PUBLIC LIBRARY

### Snapshot

#### 2018 Statistics

##### Income

- City - 188,757
- County - 41,811
- Total - 230,568
- State - 4,908
- Gifts - 6,801
- Fines - 5,074

##### Operating Expenditures

- Salaries - 142,992
- Collection - 26,461
- Other - 61,115
- Total - 230,568

##### Usage

- Total Check-Outs - 75,421
  - \* Rural - 18,912
  - \* Downloadable - 5,785
- Registered Library Users - 4,290
- Meeting Room Use - 601
- Annual Door Count - 48,766

##### Programs

- Children's - 205 programs / 7,133 attendance
- Teens - 149 programs / 503 attendance
- Adults - 291 programs / 2,096 attendance
- Patrons registered for Summer Reading - 668

##### Other

- Collection Size - 51,799 items
- Total Downloadable Materials - 65,570
- Computers - 6 public computers / 6,525 users
- Number of wireless sessions annually/N/A
- 2 Full time employees—12 part-time employees

#### 2019 Statistics

##### Income

- City - 210,415
- County - 40,247
- Total - 250,662
- State - 5,032
- Gifts - 11,322
- Fines - 2,512

##### Operating Expenditures

- Salaries - 157,282
- Collection - 27,168
- Other - 66,212
- Total - 250,662

##### Usage

- Total Check-Outs - 72,831
  - \* Rural - 18,477
  - \* Downloadable - 8,430
- Registered Library Users - 4,300
- Meeting Room Use - 734
- Annual Door Count - 51,207

##### Programs

- Children's - 232 programs / 7,930 attendance
- Teens - 161 programs / 1,376 attendance
- Adults - 278 programs / 1,822 attendance
- Patrons registered for Summer Reading - 687

##### Other

- Collection Size - 52,661 items
- Total Downloadable Materials - 72,013
- Computers - 7 public computers / 8,960 users
- Number of wireless sessions annually/20,506
- 2 Full time employees—12 part-time employees

## CHAPTER 75

# ALL-TERRAIN VEHICLES AND SNOWMOBILES

75.01 Purpose  
75.02 Definitions  
75.03 General Regulations  
75.04 Operation of Snowmobiles

75.05 Operation of All-Terrain Vehicles  
75.06 Negligence  
75.07 Accident Reports

**75.01 PURPOSE.** The purpose of this chapter is to regulate the operation of all-terrain vehicles and snowmobiles within the City.

**75.02 DEFINITIONS.** For use in this chapter the following terms are defined:

1. "All-terrain vehicle" or "ATV" means a motorized flotation-tire vehicle, with not less than three (3) and not more than six (6) low pressure tires, that is limited in engine displacement to less than one thousand (1,000) cubic centimeters and in total dry weight to less than one thousand (1,000) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

*(Code of Iowa, Sec. 321I.1)*

2. "Off-road motorcycle" means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. "Off-road motorcycle" includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the Code of Iowa, but which contains design features that enable operation over natural terrain. An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

*(Code of Iowa, Sec. 321I.1)*

3. "Off-road utility vehicle" means a motorized flotation-tire vehicle, with not less than four and not more than eight low-pressure tires, that is limited in engine displacement to less than one thousand five hundred (1,500) cubic centimeters and in total dry weight to not more than one thousand eight hundred (1,800) pounds and that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. An operator of an off-road utility vehicle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

*(Code of Iowa, Sec. 321I.1)*

*(Ord. 263– Jan. 10 Supp.)*

4. "Snowmobile" means a motorized vehicle weighing less than one thousand (1,000) pounds which uses sled-type runners or skis, endless belt-type tread with a width of forty-eight (48) inches or less, or any combination of runners, skis or tread, and is designed for travel on snow or ice. "Snowmobile" does not include an all-terrain vehicle which has been altered or equipped with runners, skis, belt-type tracks or treads.

*(Code of Iowa, Sec. 321G.1)*

*(Ord. 245 – Mar. 08 Supp.)*

**75.03 GENERAL REGULATIONS.** No person shall operate an ATV, off-road motorcycle or off-road utility vehicle within the City in violation of Chapter 321I of the Code of Iowa or a snowmobile within the City in violation of the provisions of Chapter 321G of the Code of Iowa or in violation of rules established by the Natural Resource Commission of the Department of



Natural Resources governing their registration, equipment and manner of operation.

*(Ord. 245 – Mar. 08 Supp.)*

*(Code of Iowa, Ch. 321G & Ch. 321I)*

**75.04 OPERATION OF SNOWMOBILES.** The operators of snowmobiles shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Streets. Snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

*(Code of Iowa, Sec. 321G.9[4a])*

2. Exceptions. Snowmobiles may be operated on prohibited streets only under the following circumstances:

- A. Emergencies. Snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

*(Code of Iowa, Sec. 321G.9[4c])*

- B. Direct Crossing. Snowmobiles may make a direct crossing of a prohibited street provided all of the following occur:

- (1) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;

- (2) The snowmobile is brought to a complete stop before crossing the street;

- (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and

- (4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

*(Code of Iowa, Sec. 321G.9[2])*

3. Railroad Right-of-way. Snowmobiles shall not be operated on an operating railroad right-of-way. A snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

*(Code of Iowa, Sec. 321G.13[1h])*

4. Trails. Snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

*(Code of Iowa, Sec. 321G.9[4g])*

5. Parks and Other City Land. Snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth of one inch.

6. Sidewalk or Parking. Snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.



**75.05 OPERATION OF ALL-TERRAIN VEHICLES.** The operators of ATVs shall comply with the following restrictions as to where ATVs may be operated within the City:

1. Streets. ATVs may be operated on streets only in accordance with Section 321.234A of the Code of Iowa or on such streets as may be designated by resolution of the Council for the sport of driving ATVs.

*(Code of Iowa, Sec. 321I.10[1 & 3])*

2. Trails. ATVs shall not be operated on snowmobile trails except where designated.

*(Code of Iowa, Sec. 321I.10[4])*

3. Railroad Right-of-way. ATVs shall not be operated on an operating railroad right-of-way. An ATV may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

*(Code of Iowa, Sec. 321I.14[1h])*

4. Parks and Other City Land. ATVs shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City.

5. Sidewalk or Parking. ATVs shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking."

**75.06 NEGLIGENCE.** The owner and operator of an ATV or snowmobile are liable for any injury or damage occasioned by the negligent operation of the ATV or snowmobile. The owner of an ATV or snowmobile shall be liable for any such injury or damage only if the owner was the operator of the ATV or snowmobile at the time the injury or damage occurred or if the operator had the owner's consent to operate the ATV or snowmobile at the time the injury or damage occurred.

*(Code of Iowa, Sec. 321G.18 & 321I.19)*

**75.07 ACCIDENT REPORTS.** Whenever an ATV or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand dollars (\$1000.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report, in accordance with State law.

*(Code of Iowa, Sec. 321G.10 & 321I.11)*

## **BOONE CODE**

### **CHAPTER 77**

#### **ALL-TERRAIN AND OFF-ROAD VEHICLES**

##### **77.01 Purpose**

##### **77.05 Identification Requirements**

##### **77.02 Definitions**

##### **77.06 Exempt Vehicles and Operators**

##### **77.03 Operation on Roadways**

##### **77.07 Penalties**

##### **77.04 Unlawful Operation**

77.01 PURPOSE. This ordinance shall designate the roadways within the City of Boone where all-terrain vehicles and off-road utility vehicles may operate.

77.02 **DEFINITIONS.** The definitions of terms used in this ordinance are:

**Commented [KS1]:** The Iowa Code has been revised with respect to these definitions. Revisions are noted.

1. "All-terrain vehicle," as defined by Iowa Code Section 321I.1(1)(a), means a motorized vehicle with not less than three and not more than six nonhighway tires that is limited ~~by its~~ in engine displacement to less than one thousand cubic centimeters ~~but greater than two hundred cubic centimeters~~ and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

2. "Off-road utility vehicle," as defined in Iowa Code Section 321I.1(17)(a), means a motorized vehicle with not less than four and not more than eight nonhighway tires or rubberized tracks, ~~engine displacement of at least two hundred cubic centimeters~~ that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "Off-road utility vehicle" includes the following vehicles:

A. "Off-road utility vehicle – type 1" means an off-road utility vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.

B. "Off-road utility vehicle – type 2" means an off-road utility vehicle, other than a type 1 off-road utility vehicle, with a total dry weight of two thousand pounds or less, and a width of sixty-five inches or less.

C. "Off-road utility vehicle – type 3" means an off-road utility vehicle with a total dry weight of more than two thousand pounds or a width of more than sixty-five inches, or both.

3. "Roadway," as defined in Iowa Code Section 321I.1, means that portion of a highway improved, designed, or ordinarily used for vehicular travel, ~~but does not include Story Street or Mamie Eisenhower Avenue, does not include the ditch, nor does it include any area or roadway inside any City park,~~

**Commented [KS2]:** These exceptions are unique to Boone. Does Adel want to exempt certain roadways? 321I.10 authorizes cities to "designate streets under the jurisdiction of cities within their respective corporate limits which may be used" by ATVs. This likely excludes HWY1 69 since that is under the jurisdiction of DOT.



77.03 OPERATION ON ROADWAYS. If an all-terrain vehicle or an off-road utility vehicle is properly registered pursuant to Iowa Code Section 321I.3 or 321I.5, ~~and with proper identification under Section 77.05 of this ordinance~~, it may be operated on any roadway in the City of ~~Boone~~ Adel pursuant to the restrictions in this ordinance, which means it cannot be operated on Story Street, South Story Street, Mamie Eisenhower, West Mamie Eisenhower, Highway 30, in any City park or in the ditch, and those restrictions imposed by the Iowa Code. Such operation must begin after official sunrise and must cease before official sunset. In addition, the operation shall be prohibited ~~anywhere in the at such location in the City of Adel Boone during the week Super Nationals beginning at midnight on the Friday before Super Nationals begins and continuing until noon of the second Sunday thereafter, which thus totals approximately eight (8) days and~~ and at any such time as the ~~Boone~~ Adel Police Chief in his/her discretion decides that in the interest of public safety the operation shall be prohibited. An all-terrain vehicle and off-road utility vehicle may stop at service stations or convenience stores along the designated roadway.

Commented [KS3]: Same comment as above. The city can identify which roads can be used by ATVs.

Commented [KS4]: The Iowa Code allows operation after dark. This is a requirement specific to Boone.

In the event that a person residing on Story Street, South Story Street, West Mamie Eisenhower Avenue or Mamie Eisenhower Avenue wishes to operate an all-terrain vehicle or an off-road utility vehicle on the said roadways, said person may operate on the roadway for a reasonable distance to reach the permissible City roadway.

Commented [KS5]: Identify excepted roads here.

77.04 UNLAWFUL OPERATION. A person shall not operate an all-terrain vehicle or off-road utility vehicle under any of the following conditions:

1. At a rate of speed greater than 35 miles per hour, or the posted speed limit, whichever is less.
2. In a careless manner such that it creates or causes unnecessary tire squealing, skidding, or sliding upon acceleration or stopping; or simulates a race or causes any wheel or wheels to unnecessarily lose contact with the ground or causes the vehicle to unnecessarily turn abruptly or sway.
3. Without a lighted white light to the front and lighted red light to the rear, both of which shall be installed and operated in accordance with industry standards and practices for the vehicle.
4. While under the influence of intoxicating liquor or narcotics or drugs.
5. Without liability insurance (or other proof of financial responsibility as provided in Iowa Code Chapter 321A) in an amount not less than that required by Iowa Code Chapter 321A for motor vehicles and shall carry proof of insurance on board. An owner or driver cited for a violation, who produces to the Clerk of Court prior to the person's court appearance as indicated on the citation proof that financial liability coverage was in effect for the motor vehicle at the time the person was stopped and cited, shall not be convicted of such violation and the citation issues shall be dismissed by the court. Upon dismissal, the court or Clerk of Court shall assess the costs of the action against the defendant named on the citation.
6. A person shall not operate an all-terrain vehicle or off-road utility vehicle on any designated riding area or designated trail unless the riding area or trail is signed as open to all-terrain vehicle or off-road utility vehicle operation.
7. A person shall not operate an all-terrain vehicle or off-road utility vehicle unless the operator is 16 years of age or older and has a valid Iowa driver's license.

Commented [KS6]: Iowa Code Section 321.234A(2) provides that ATVs may not be operated at speeds greater than 35 miles per hour.



8. At all times of operation the driver and any passengers shall properly wear any seatbelts that were installed on the vehicle by the manufacturer or that are on the vehicle. No removal of any factory installed seatbelts is authorized.

77.05 ~~IDENTIFICATION-REGISTRATION~~ REQUIREMENTS. Individuals who operate on roadways in the City of ~~Boone~~ Adel must ~~obtain an identification plate~~ register their all-terrain vehicle or off-road utility vehicle with the ~~from the office of the Boone-Dallas County Recorder. If the vehicle is registered in another state, the operator must obtain a nonresident user permit from the Dallas County Recorder prior to operating the all-terrain vehicle or off-road utility vehicle on the roadways within the City of Adel. A registration or nonresident user permit decal shall be affixed to the rear of the all-terrain vehicle or off-road utility vehicle so that the decal is clearly visible. The following conditions apply:~~

~~1. The owner of each all-terrain vehicle or off-road vehicle shall be required to provide proof of ownership including but not limited to bill of sale, registration and other documentation accepted by the Recorder.~~

~~2. Identification plates will be issued for only one all-terrain vehicle or off-road vehicle and are not transferable.~~

~~3. Identification plates shall be affixed to the rear of the vehicle so that the permit is clearly visible.~~

77.06 EXEMPT VEHICLES AND OPERATORS. This ordinance does not apply to any exemption under the Iowa Code for all-terrain vehicles and off-road utility vehicles operated pursuant to Iowa Code Section 321.9 (government and farm implements) or Iowa Code Section 321.234A (incidental to and use for agricultural purposes, government, public utilities, licensed engineers and licensed surveyors) or Iowa Code Section 352.2, 321.14(3)(b) (farm operations).

77.07 PENALTIES. Violation of this ordinance shall constitute a simple misdemeanor, ~~punishable by a fine of \$250.00 plus the applicable court surcharge and court costs.~~

(Ch. 77 – Ord. 2235 – Dec. 17 Supp.)

[The next page is 485]



## DESIGN CODES &amp; LOADS:

THE STRUCTURAL DESIGN OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE (IBC), MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE/SEI 7-10), AND APPLICABLE REFERENCED STANDARDS. ALL LOADS REQUIRED FOR DESIGN BY OTHERS AND NOT LISTED BELOW SHALL BE IN ACCORDANCE WITH THESE REQUIREMENTS.

OCCUPANCY CATEGORY: II

## ROOF LIVE LOADS:

GROUND SNOW  $P_g = 30 \text{ psf}$   
EXPOSURE FACTOR  $C_e = 1.0$   
IMPORTANCE FACTOR  $I = 1.0$   
THERMAL FACTOR  $C_t = 1.0$   
MINIMUM ROOF SNOW LOAD  $P_f = 25 \text{ psf}$

\*DRIFTING & UNBALANCED LOADS SHALL BE IN ACCORDANCE WITH ASCE/SEI 7, CALCULATED WITH  $P_f$  AND  $P_g$  SPECIFIED

## WIND LOADS:

ULTIMATE WIND SPEED (3 SEC GUST) 115 MPH [30 MPH]  
IMPORTANCE FACTOR  $I = 1.0$   
EXPOSURE CATEGORY C  
INTERNAL PRESSURE COEFFICIENT 1.0/18

## MAINT WIND FORCE RESISTING SYSTEM (ULTIMATE)

STRENGTH: 3.3K ON SIGN, 25psf ON BRICK SURROUND

DIRECTION: 50-YEAR 100-YEAR 1.2K ON SIGN

## SEISMIC LOADS:

SITE CLASS D  
DESIGN CATEGORY A  
IMPORTANCE FACTOR  $I = 1.0$

## GENERAL NOTES:

ELEVATIONS NOTED THIS (12'-6") ARE TO TOP OF SLABS, BEAMS OR OTHER STRUCTURAL FEATURES WITH REFERENCE TO THE FINISHED FIRST LEVEL FLOOR SLAB (0'-0").

FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS PRIOR TO FABRICATION AND/OR CONSTRUCTION OF ANY ITEMS. REPORT ANY DISCREPANCIES TO OWNER AND ENGINEER.

STRUCTURAL DRAWINGS SHALL BE COORDINATED WITH SITE, ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND BETWEEN DRAWINGS AND SPECIFICATIONS. REPORT ANY DISCREPANCIES AND/OR INTERFERENCE PROBLEMS TO OWNER AND ENGINEER.

VERIFY SIZE AND LOCATION OF ALL OPENINGS OR INSERTS AS REQUIRED BY MECHANICAL, ELECTRICAL OR PLUMBING CONTRACTORS. ANY OPENINGS OR INSERTS SHOWN ON STRUCTURAL DRAWINGS ARE FOR GENERAL INFORMATION ONLY AND SHALL BE VERIFIED PRIOR TO FRAMING.

NO BEAMS, JOISTS, COLUMNS OR SLABS SHALL BE FIELD CUT OR MODIFIED WITHOUT THE STRUCTURAL ENGINEER'S WRITTEN APPROVAL.

SHOP DRAWINGS, MIX DESIGNS, PRODUCT DATA, AND CALCULATIONS SCHEDULED BELOW SHALL BE SUBMITTED FOR APPROVAL OF ALL STRUCTURAL COMPONENTS PRIOR TO FABRICATION AND/OR CONSTRUCTION. SEE SPECIFICATIONS FOR SUBMITTAL REQUIREMENTS.

- CONCRETE & REINFORCEMENT
  - CONCRETE MIX DESIGN
  - REINFORCING STEEL DRAWINGS
  - SLAB-ON-GRADE JOINT LAYOUT
- STRUCTURAL STEEL
  - ANCHOR BOLT LAYOUT
  - UNITS & EMBEDS FOR MASONRY
  - ERECTION & PIECE DRAWINGS FOR FRAMING

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW OR RECORD SHALL BEAR THE STAMP AND SIGNATURE OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED.

CONTRACTOR IS RESPONSIBLE TO CHECK SHOP DRAWINGS, ETC. PRIOR TO SUBMITTAL TO ARCHITECT OR ENGINEER. SHOP DRAWINGS NOT CHECKED WILL BE RETURNED. CONTRACTOR SHALL VERIFY DIMENSIONS, QUANTITIES, AND COORDINATE WITH ALL OTHER TRADES.

## SPECIAL INSPECTIONS &amp; TESTING SCHEDULE:

A SPECIAL INSPECTION AND TESTING PROGRAM SHALL BE PERFORMED IN ACCORDANCE WITH CHAPTER 17 OF THE IBC AND THE PROJECT MANUAL.

A SPECIAL INSPECTION AND TESTING PROGRAM REVIEW MEETING IS REQUIRED PRIOR TO CONSTRUCTION. THE STRUCTURAL ENGINEER, SPECIAL INSPECTOR, CITY INSPECTOR, GENERAL CONTRACTOR, AND ALL SUBCONTRACTORS PERFORMING STRUCTURAL WORK SHALL BE IN ATTENDANCE.

THE FOLLOWING ITEMS SHALL BE INCLUDED IN THE SPECIAL INSPECTION AND TESTING PROGRAM:

- SPECIAL GRADING, EXCAVATION AND FILLING
  - SUBGRADE PREPARATION
  - VERIFY COMPACTED FILL MATERIAL
  - VERIFY DESIGN BEARING CAPACITY
  - EXPANSIVE SOIL CHARACTERISTICS
- STEEL REINFORCEMENT
  - PLACEMENT INSPECTION
  - WELDED REINFORCEMENT
- CONCRETE
  - AIR TESTS
  - SUMP TESTS
  - CONCRETE TEMPERATURE
  - COMPRESSION TESTS
  - POST INSTALLED ANCHORS
- BOLTS INSTALLED IN CONCRETE
  - A. PRIOR TO AND DURING CONCRETE PLACEMENT
- STRUCTURAL WELDING (PERIODIC VISUAL INSPECTIONS)
  - A. SINGLE PASS FILLET WELDS

AS PRESCRIBED IN SECTION 1104.2.51 OF THE IBC, SPECIAL INSPECTIONS ARE NOT REQUIRED FOR STRUCTURAL STEEL FABRICATION PROVIDED THAT THE WORK IS DONE ON THE PREMISES OF A FABRICATOR THAT IS AEC CERTIFIED.

## CONSTRUCTION PROCEDURES &amp; SAFETY REQUIREMENTS:

COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL LAWS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND REGULATIONS ADOPTED PURSUANT THERETO.

THE STRUCTURAL CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS AND METHODS OF CONSTRUCTION, UNLESS NOTED OR INDICATED OTHERWISE.

ENGAGE PROPERLY QUALIFIED PERSONS TO DETERMINE WHERE AND HOW TEMPORARY PRECAUTIONARY MEASURES SHALL BE USED.

PROVIDE ALL MEASURES NECESSARY TO PROTECT THE WORKERS AND ALL OTHER PERSONS DURING CONSTRUCTION. PROVIDE ALL NECESSARY MEASURES TO AVOID EXCESSIVE STRESSES AND TO HOLD THE STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO: BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND HOSTS, GUTTING, ETC....

SUPERVISE AND DIRECT THE WORK SO AS TO MAINTAIN SOLE RESPONSIBILITY FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES.

OBSERVATION VISITS TO THE SITE BY STRUCTURAL ENGINEER'S FIELD REPRESENTATIVES SHALL NOT INCLUDE ABOVE NOTED ITEMS.

## FOUNDATIONS:

FOUNDATION DESIGN IS BASED ON ASSUMED NET ALLOWABLE BEARING PRESSURES LISTED AS FOLLOWS PER SECTION 1806 OF THE IBC: 1500 psf AT CONTINUOUS FOOTINGS, 1500 psf AT ISOLATED FOOTINGS, 1500 psf LATERAL BEARING PRESSURE IF FLAGPOLE TYPE FOUNDATION OPTION IS CHOSEN

IF UNSUITABLE BEARING SOILS ARE FOUND (SEE SPECIAL INSPECTIONS), OVER-EXCAVATE NATIVE SOILS BELOW FOOTINGS AND FOUNDATIONS AND REPLACE WITH COMPACTED, ENGINEERED FILL AS REQUIRED BY GEOTECHNICAL ENGINEER. OVER-EXCAVATION AND BACKFILL PROCEDURE SHALL EXTEND 6" LATERALLY BEYOND EDGES OF FOOTINGS IN ALL DIRECTIONS FOR EACH FOOT OF OVER-EXCAVATION DEPTH.

FOOTING ELEVATIONS AND ALLOWABLE BEARING CAPACITIES ARE ESTIMATED PER THE IBC. BEARING CAPACITIES AND EXPANSIVE SOIL PROPERTIES SHALL BE FIELD VERIFIED BY THE GEOTECHNICAL ENGINEER AS PART OF THE SPECIAL INSPECTION PROGRAM. NOTIFY THE STRUCTURAL ENGINEER IF INADEQUATE CONDITIONS ARE DISCOVERED.

ALL FOOTINGS SHALL BE EXTENDED TO FROST DEPTH AND BEAR 3'-4" BELOW ACTUAL GRADE DURING WINTER CONSTRUCTION SITUATIONS. CONSULT STRUCTURAL ENGINEER FOR REINFORCEMENT REVISIONS.

ALL FOOTINGS SHALL BE CENTERED UNDER WALLS OR COLUMNS UNLESS NOTED OTHERWISE.

WALLS BACKFILLED ON ONE SIDE ONLY SHALL BE BRACED, UNTIL BACKFILL AND TOP AND BOTTOM SLABS ARE IN PLACE.

INSTALL ANCHOR RODS AND DOWELS FROM TOP OF FOUNDATIONS ACCURATELY. SET WITH TEMPLATES AND PROTECT FROM DAMAGE OR MOVEMENT. INSERTING RODS OR DOWELS INTO PARTIALLY SET CONCRETE IS PROHIBITED.

PROVIDE SLEEVES FOR ALL PIPES, UTILITY LINES, AND OTHER PENETRATIONS THROUGH TRENCH FOOTINGS AND/OR FOUNDATION WALLS. CORE DRILLING IS NOT PERMITTED.

REFER TO ARCHITECTURAL DRAWINGS FOR BRICK LEDGES IN CONCRETE FOUNDATION WALLS.

## CONCRETE AND REINFORCEMENT:

CONCRETE WORK SHALL BE IN ACCORDANCE WITH "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301)" AND BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318), UNLESS NOTED OTHERWISE.

PROVIDE CONCRETE WITH MINIMUM 28 DAY COMPRESSIVE STRENGTH (FC) AS SHOWN BELOW:

FOOTINGS 3,500 psi  
FOUNDATION WALLS 4,000 psi  
COLUMNS, BEAMS & SUSPENDED SLABS 5,000 psi  
ALL OTHER CONCRETE 4,000 psi

PROVIDE CONCRETE WITH MAXIMUM WATER/CEMENT RATIO AS SHOWN BELOW:

3,500 psi 0.55  
4,000 psi 0.45  
5,000 psi 0.40

CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS FOR EACH CLASS OF CONCRETE TO ENGINEER FOR WRITTEN APPROVAL, MINIMUM OF 14 DAYS PRIOR TO PLACING CONCRETE.

CONCRETE SHALL CONSIST OF THE FOLLOWING:

PORTLAND CEMENT ASTM C150, TYPE III  
NORMAL WEIGHT AGGREGATES ASTM C33  
POTABLE WATER ASTM C74

REPLACEMENT OF PORTLAND CEMENT WITH FLY ASH SHALL NOT EXCEED 15% OF ALL CEMENTITIOUS MATERIALS.

MAXIMUM AGGREGATE SIZE SHALL BE 1".

ALL CONCRETE EXPOSED TO EARTH OR WEATHER SHALL HAVE AN AIR CONTENT AT POINT OF PLACEMENT OF 4% TO 6%.

WATER REDUCING ADJUTIVES (PLASTICIZERS AND SUPER PLASTICIZERS) MAY BE USED WHEN INCLUDED IN THE APPROVED CONCRETE MIX DESIGN.

NO MATERIAL CONTAINING CALCIUM CHLORIDE, SALT OR ANTI-FREEZE AGENTS IS PERMITTED FOR USE IN CONCRETE.

SUMP SHALL BE 3" TO 5" MAXIMUM FOR CONCRETE MIXES WITHOUT WATER REDUCING ADJUTIVES AND 6" TO 8" MAXIMUM WHEN WATER REDUCING ADJUTIVES ARE INCLUDED IN THE MIX DESIGN. REFER TO SPECIFICATIONS.

HOT WEATHER CONCRETE OPERATIONS SHALL BE IN ACCORDANCE WITH ACI 305.

COLD WEATHER CONCRETE OPERATIONS SHALL BE IN ACCORDANCE WITH ACI 306.

REINFORCING SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" (ACI 315), UNLESS DETAILED OR NOTED OTHERWISE.

REINFORCING SHALL CONFORM TO THE FOLLOWING:

DEFORMED BARS ASTM A615, GRADE 60  
WELDED DEFORMED BARS ASTM A706, GRADE 60  
WELDED WIRE FABRIC (MATS ONLY) ASTM A185

REINFORCING STEEL SHALL BE SECURELY WIRED IN PLACE AND SUPPORTED PRIOR TO PLACING CONCRETE.

LAP ALL REINFORCING SPICES THE GREATER OF 48 BAR DIAMETERS OR 2'-0" IN FOOTINGS & FOUNDATIONS AND SLAB-ON-GRADE UNLESS NOTED OTHERWISE. REINFORCING SPICES AT ALL OTHER LOCATIONS SHALL HAVE CLASS B TENSION SPICES.

PROVIDE CORNER BARS AT ALL INTERSECTIONS IN WALLS AND FOOTINGS. LAP 2'-0" WITH HORIZONTAL BARS IN EACH DIRECTION. MATCH SIZE AND SPACING OF HORIZONTAL BARS.

PROVIDE (2) #5 EACH SIDE OF FRAMED OPENINGS IN WALLS. EXTEND 2'-0" BEYOND OPENING EDGES. PROVIDE #5 DIAGONAL BARS X 48" IN CORNERS.

PROVIDE KEY WEBS IN CONCRETE WALLS AT CONSTRUCTION JOINTS. KEY WEBS SHALL BE 1 1/2" WIDE X 1/2" DEEP UNLESS NOTED OTHERWISE. EXTEND REINFORCING THROUGH JOINTS.

SPICES IN VERTICAL REINFORCING ARE NOT PERMITTED, UNLESS NOTED OTHERWISE.

CONCRETE COLUMNS IN WALLS SHALL BE BUILT SIMULTANEOUSLY WITH THE WALLS.

SLEEVES IN CONCRETE BEAMS ARE NOT PERMITTED EXCEPT WHERE NOTED OR DETAILED ON DRAWINGS. OBTAIN WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER FOR SLEEVES AT OTHER LOCATIONS.

CONSTRUCTION JOINTS IN CONCRETE BEAMS ARE NOT ALLOWED EXCEPT AT LOCATIONS OF MINIMUM SHEAR APPROVED BY THE STRUCTURAL ENGINEER.

PROVIDE MINIMUM CONCRETE COVER OVER REINFORCING AS FOLLOWS:

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH = 3"

EXPOSED TO EARTH OR WEATHER = 2"

NOT EXPOSED TO EARTH OR WEATHER OR IN CONTACT WITH THE GROUND = 2"

PROVIDE 3/4" CHAMFER ON ALL EXPOSED EDGES OF CONCRETE.

## STRUCTURAL STEEL:

STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED ACCORDING TO AMERICAN INSTITUTE OF STEEL CONSTRUCTORS' "STEEL CONSTRUCTION MANUAL (AISC 358)" AND "SPECIFICATIONS FOR STEEL BUILDINGS (AISC 360)", UNLESS NOTED OTHERWISE.

HIGH STRENGTH BOLTING SHALL CONFORM TO AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", LATEST EDITION.

WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY "STRUCTURAL WELDING CODE" (AWS D1.1) CURRENT EDITION.

ALL STRUCTURAL STEEL SHALL MEET THE MATERIAL REQUIREMENTS AS SHOWN BELOW:

WIDE FLANGE SECTIONS  $F_y = 50 \text{ ksi}$  ASTM A992  
CHANNELS, PLATES & ANGLES  $F_y = 36 \text{ ksi}$  ASTM A36  
STRUCTURAL PIPE  $F_y = 35 \text{ ksi}$  ASTM A53, GRADE B  
STRUCTURAL TUBE - RECTANGULAR  $F_y = 42 \text{ ksi}$  ASTM A500, GRADE B  
STRUCTURAL TUBE - ROUND  $F_y = 42 \text{ ksi}$  ASTM A500, GRADE B  
HIGH STRENGTH BOLTS  $F_y = 35 \text{ ksi}$  ASTM A325, TYPE 1  
ANCHOR RODS  $F_y = 35 \text{ ksi}$  ASTM F1554

ALL SHOP CONNECTIONS SHALL BE WELDED, AND FIELD CONNECTIONS SHALL BE BOLTED, UNLESS NOTED OTHERWISE.

BOLTED CONNECTIONS SHALL BE SHUT TIGHTENED JOINTS WITH BEARING TYPE THREAD CONDITIONS (TYPE II) MINIMUM SIZE OF BOLTS SHALL BE 3/4" DIAMETER, AND EACH CONNECTION SHALL HAVE MINIMUM OF 2 BOLTS, WITH ONE HARDENED WASHER PER BOLT. SHOT-DRILLED HOLES TO ACCOUNT FOR FIELD TOLERANCES IS ACCEPTABLE EXCEPT IN MOMENT CONNECTIONS & OTHER LOCATIONS IDENTIFIED.

WHEN STEEL BEAM CONNECTIONS ARE NOT DETAILED, PROVIDE CONNECTIONS CAPABLE OF SUPPORTING THE REACTIONS INDICATED OR 50% OF THE ALLOWABLE UNIFORM LOAD AS SHOWN IN AISC "MAXIMUM UNIFORM LOAD TABLES". REACTIONS, WHEN SHOWN, ARE SERVICE LEVEL LOADS.

UNLESS NUMBER OF BOLTS IS SPECIFICALLY CALLED OUT, DETAILS OF BOLTED CONNECTIONS ARE NOT INTENDED TO SHOW EXACT NUMBER OF BOLTS, BUT ARE INTENDED TO BE SYMBOLIC ONLY. PROVIDE NUMBER OF BOLTS TO SUPPORT REQUIRED REACTION.

ALL WELDING TO BE DONE BY AWS CERTIFIED WELDERS WITH EXPERIENCE AND CERTIFICATION IN WELDS BEING PERFORMED. ALL ELECTRODES SHALL BE E70 SERIES UNLESS NOTED OTHERWISE.

SEQUENCE WELDS TO AVOID DISTORTION OF MEMBERS. DO NOT WELD OR BOLT UNTIL MEMBER IS PROPERLY ALIGNED AND SECURED IN ITS FINAL POSITION.

WELDS NOT OTHERWISE NOTED SHALL BE 3/16" CONTINUOUS FILLET WELDS. PARTIAL AND/OR FULL PENETRATION WELDS SHALL BE FULLY DETAILED ON SHOP DRAWINGS.

APPROVED AND DESIGNED OPENINGS IN STEEL MEMBERS SHALL BE SHOWN ON SHOP DRAWINGS. CUTTING OR BURNING HOLES IN FIELD IS NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.

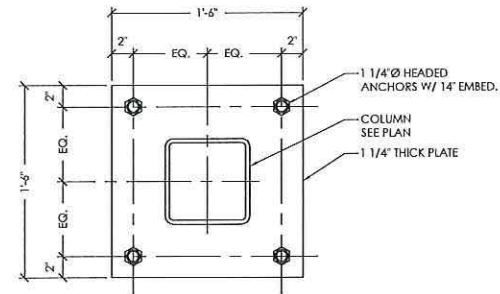
PROVIDE STEEL ENDED PLATES FOR CONNECTION OF STEEL JOISTS, BEAMS, AND MISCELLANEOUS MEMBERS TO CAST-IN-PLACE CONCRETE, AS DETAILED. ALL STEEL HEADED STUD ANCHORS SHALL BE IN ACCORDANCE WITH ASTM A108 & AWS D1.1.

PROVIDE BEARING PLATES FOR ALL STEEL JOISTS, BEAMS OR COLUMNS BEARING ON CONCRETE OR MASONRY WALLS. BEAR BEAMS FOR A MINIMUM OF 8" AND ANCHOR TO WALL WITH (2) 5/8" DIA. X 1/2" ANCHOR RODS UNLESS DETAILED OTHERWISE.

FASTEN STRUCTURAL STEEL MEMBERS TO MASONRY WITH EXPANSION ANCHORS OR ADHESIVE ANCHORS AT GROUDED CELLS AND ADHESIVE ANCHORS WITH SCREEN TUBES AT NON-GROUDED CELLS.

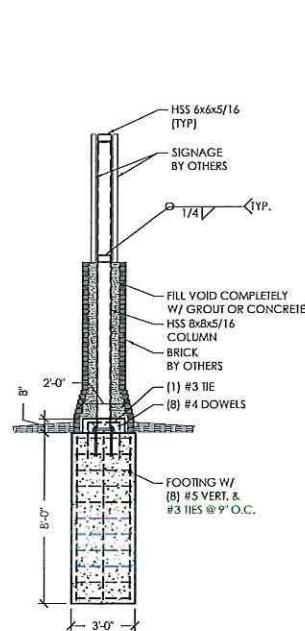
PROVIDE ONE COAT OF SHOP APPLIED RUST INHIBITIVE PRIMER TO ALL STRUCTURAL MEMBERS. DO NOT PAINT SURFACES TO BE GALVANIZED, FIELD WELDED, EXPOSED IN CONCRETE OR MASONRY, CONTACT SURFACES OF FRICTION CONNECTIONS, AND SURFACES TO RECEIVE SPRAY ON FIREPROOFING.

ALL STRUCTURAL STEEL SHOWN ON THIS PLAN SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123.

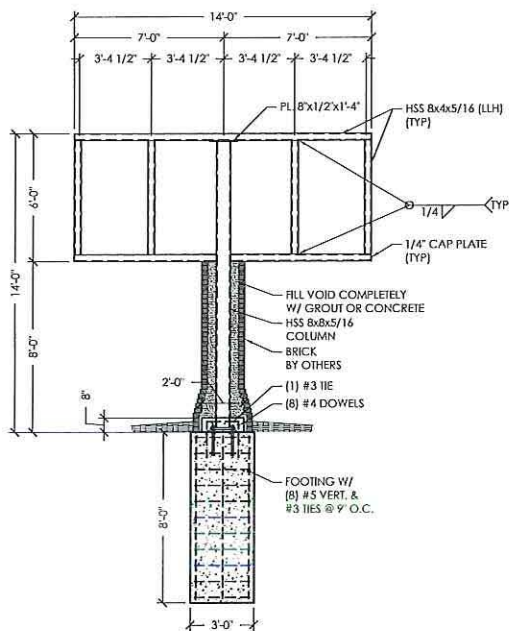


BASE PLATE DETAIL

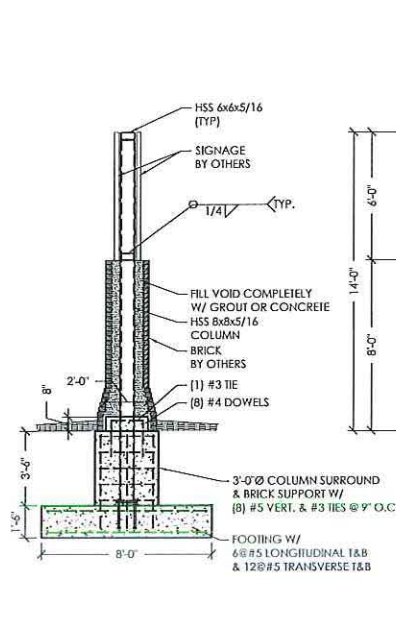
SCALE: 1 1/2" = 1'-0"

ALTERNATE:  
SIGN FRAMING SECTION  
W/ "FLAGPOLE" TYPE FOUNDATION

SCALE: 1 1/4" = 1'-0"

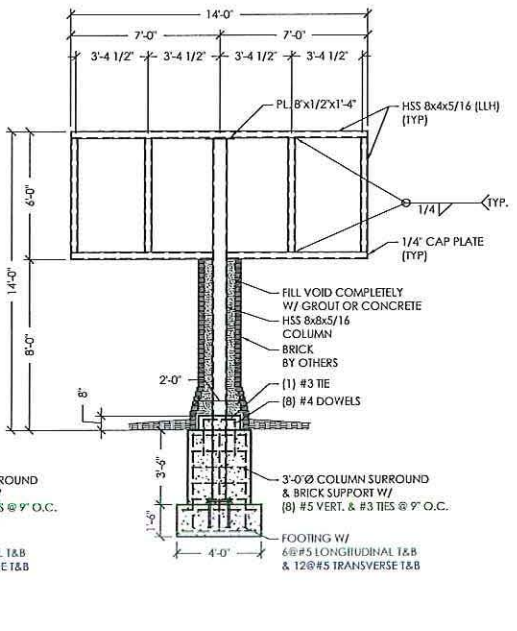
ALTERNATE:  
SIGN FRAMING ELEVATION  
W/ "FLAGPOLE" TYPE FOUNDATION

SCALE: 1 1/4" = 1'-0"



SIGN FRAMING SECTION

SCALE: 1 1/4" = 1'-0"

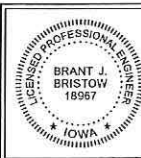


SIGN FRAMING ELEVATION

SCALE: 1 1/4" = 1'-0"

## NOTES:

- NO SOILS REPORT WAS AVAILABLE DURING THE DESIGN OF THIS STRUCTURE. SEE GENERAL NOTES FOR SPECIAL INSPECTIONS REQUIRED.
- NO SITE PLAN WAS AVAILABLE DURING THE DESIGN OF THIS STRUCTURE. IF EXISTING STRUCTURES ARE LOCATED WITHIN 15'-0" OF THIS STRUCTURE, NOTIFY EOR FOR REQUIRED DESIGN CHANGES.
- ALL STEEL TO BE GALVANIZED, AS MANY CONNECTIONS AS PRACTICAL SHALL BE COMPLETED IN THE SHOP, PRIOR TO GALVANIZATION. ANY FIELD WELDING REQUIRED SHALL BE COLD-GALVANIZED.
- SIGN ATTACHED TO STRUCTURAL STEEL FRAMING IS BY OTHERS.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

THIS NOTICE COVERS DRAWINGS S1

SIGNATURE:

NAME: BRANT J. BRISTOW, P.E.

DATE: 18967

MY REGISTRATION EXPIRES ON 31-DECEMBER-2019

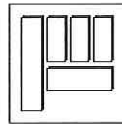
FOR APPROVAL

TOMETICH ENGINEERING, INC.

10501 Buena Vista Court Urbandale, IA 50322

(p) 515.280.8022 (f) 515.727.9124

http://www.tometichengineering.com



SIOUX CITY BRICK

SIGN POST

SIOUX CITY, IOWA

No.	Description	Date	FOR APPROVAL
		11/20/19	

DATE: 11/20/19  
FILE: U19-359  
ENG: BJB DSN: WDM

S1  
1 OF 1



ORDINANCE NO. 346

AN ORDINANCE AMENDING SECTION 165.55, SIGN  
REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY  
OF ADEL FOR THE PURPOSE OF PROHIBITING POLE SIGNS  
AND ALLOWING MONUMENT SIGNS

Be it Ordained by the City Council of the City of Adel, Iowa, that:

SECTION 1. Section 165.55 of the Code of Ordinances of the City of Adel is hereby repealed and replaced as follows:

**"165.55 SIGN REGULATIONS.**

1. The following sign regulations shall apply to the R Districts, CN District and AG Districts:

- A. Off-premises signs, except real estate or political signs, are not permitted.
- B. No sign may be lighted in a manner that impairs the vision of the driver of any motor vehicle.
- C. No sign may obstruct the view of any highway or railroad so as to render dangerous the use of the highway.
- D. No sign may imitate or resemble an official traffic control sign, signal or device.
- E. Signs shall not encroach or extend over public right-of-way.
- F. No sign may obscure or physically interfere with an official traffic control sign, signal or device.
- G. No advertisement or advertising structure shall be posted, erected or maintained which simulates any official, directional or warning sign erected or maintained by the State, County, Municipality or other governmental subdivision or which incorporates or makes use of lights simulating or resembling traffic signals or control signs.
- H. No advertisement shall be posted or maintained on rocks, fences, trees, or other perennial plants, or on poles maintained by public utilities.
- I. Home occupation signs shall be allowed upon approval of Home Occupation Permit and as defined in the permit.
- J. Pole signs are not permitted.
- K. No sign shall project above the roof line or parapet where one exists.
- L. Monument signs are permitted having a maximum height of eight (8) feet as measured to the highest element of the structure. The maximum width of the sign shall be eight (8) feet. The sign will also have a solid base at least twelve (12) inches high, along with columns, pilasters, cornices, or similar details to provide interest. The vertical distance between the sign face and the base shall not be greater than six (6) inches.

2. The following sign regulation shall apply to the C-1, C-2 and C-3 Districts:

- A. Off-premises signs are permitted.
- B. No sign may be lighted in a manner which impairs the vision of the driver of any motor vehicles.
- C. No sign may obstruct the view of any highway or railroad so as to render dangerous the use of the highway.



D. No sign may imitate or resemble an official traffic control sign, signal or device.

E. Signs shall not encroach or extend over public right-of-way.

F. No sign may obscure or physically interfere with an official traffic control sign, signal or device.

G. No advertisement or advertising structure shall be posted, erected or maintained which simulates any official, directional or warning sign erected or maintained by the State, County, Municipality or other governmental subdivision or which incorporates or makes use of lights simulating or resembling traffic signals or control signs.

H. No advertisement shall be posted or maintained on rocks, fences, trees, or other perennial plants, or on poles maintained by public utilities.

I. Signs, any part of which project out from the building from 4 to 18", shall be erected so that no portion of the sign is less than 9' above grade.

J. Signs which project more than 18" from the building must be at least 9' above grade and may extend a maximum of 8', provided that they do not extend further than a point 2' in the back of the curb face.

K. Pole signs are not permitted.

L. No sign shall project above the roof line or parapet where one exists.

M. Monument signs are permitted having a maximum height of fourteen (14) feet as measured to the highest element of the structure. The maximum width of the sign shall be fourteen (14) feet. The sign will also have a solid base at least twelve (12) inches high, along with columns, pilasters, cornices, or similar details to provide interest. The vertical distance between the sign face and the base shall not be greater than six (6) inches.

3. The following sign regulations shall apply to the M-1 and M-2 Districts:

A. Off-premises signs are permitted.

B. No sign may be lighted in a manner that impairs the vision of the driver of any motor vehicle.

C. No sign may obstruct the view of any highway or railroad so as to render dangerous the use of the highway.

D. No sign may imitate or resemble an official traffic control sign, signal or device.

E. Signs shall not encroach or extend over public right-of-way without prior council approval.

F. No sign may obscure or physically interfere with an official traffic control sign, signal or device.

G. No advertisement or advertising structure shall be posted, erected, or maintained which simulates any official, directional, or warning sign erected or maintained by the State, County, Municipality or other governmental subdivision or which incorporates or makes use of lights simulating or resembling traffic signals or control signs.

H. No advertisement shall be posted or maintained on rocks, fences, trees, or other perennial plants, or on poles maintained by public utilities.

I. Signs, any part of which project out from the building from 4 to 18", shall be erected so that no portion of the sign is less than 9' above grade.

J. Signs that project more than 18" from the building must be at least 9' above grade and may extend a maximum of 8', provided that they do not extend further than a point 2' in back of the curb face.

K. Pole signs are not permitted.

L. No sign shall project above the roof line or parapet where one exists.

M. Monument signs are permitted having a maximum height of fourteen (14) feet as measured to the highest element of the structure. The maximum width of the sign shall be fourteen (14) feet. The sign will also have a solid base at least twelve (12) inches high, along with columns, pilasters, cornices, or similar details to provide interest. The vertical distance between the sign face and the base shall not be greater than six (6) inches.

4. The following sign regulations shall apply to the M-3 District:

A. Off-premises signs are permitted.

B. Off-premises signs shall comply with the setbacks of the districts they are located in. Other bulk regulations do not apply.

C. No sign may be lighted in a manner that impairs the vision of the driver of any motor vehicle.

D. No sign may obstruct the view of any highway or railroad so as to render dangerous the use of the highway.

E. No sign may imitate or resemble an official traffic control sign, signal or device.

F. Signs shall not encroach or extend over public right-of-way.

G. No sign may obscure or physically interfere with an official traffic control sign, signal or device.

H. No advertisement or advertising structure shall be posted, erected or maintained which simulates any official, directional or warning sign erected or maintained by the State, County, Municipality or other governmental subdivision or which incorporates or makes use of lights simulating or resembling traffic signals or control signs.

I. No advertisement shall be posted or maintained on rocks, fences, trees, or other perennial plants, or on poles maintained by public utilities.

J. Pole signs are not permitted.

K. No sign shall project above the roof line or parapet where one exists.

L. Monument signs are permitted having a maximum height of fourteen (14) feet as measured to the highest element of the structure. The maximum width of the sign shall be fourteen (14) feet. The sign will also have a solid base at least twelve (12) inches high, along with columns, pilasters, cornices, or similar details to provide interest. The vertical distance between the sign face and the base shall not be greater than six (6) inches.

5. Other Sign Regulations:

A. Sign regulations that are not listed will follow the most current edition of *The Manual on Uniform Traffic Control Devices* published for the U.S. Department of Transportation Federal Highway Administration.

B. State and local political subdivisions shall be exempt from these sign regulations."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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



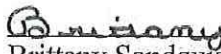
SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

First Reading Passed: 10/8/19  
Second Reading Passed: waived 10/8/19  
Third Reading Passed: waived 10/8/19

Passed and adopted this 8th day of October, 2019.

  
James F. Peters, Mayor

ATTEST:

 Sandquist  
Brittany Sandquist, Deputy City Clerk

01634867-1\10113-1000



**City of Adel**

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

P: (515) 993-4525  
F: (515) 993-4527  
[www.adeliowa.org](http://www.adeliowa.org)

December 5, 2019

Attached is Resolution 19-09 which was passed last January. Resolution 19-09 is commitment for money towards a CIRPTA TAP Grant (Transportation Alternatives Grant for Trails). CIRPTA scored the grant and let Adel know that funding would be available in 2023.

I would like to use \$75,000.00 of that commitment for the development of Southbridge Park located in the Southbridge Development.

Staff and City Council briefly discussed this during the Goal Setting Session on November 19<sup>th</sup>.

It is my intention to have that money replenished by the 2023 budget cycle to be able to move forward with the trail project.

The Adel Park Board reviewed and discussed the proposal of using some of the money to finish Southbridge Park and voted unanimously 7-0 in favor of doing that at their December meeting on 12-02-2019.

Thank-you,

Nick Schenck  
Park/Rec. Director  
[nschenck@adeliowa.org](mailto:nschenck@adeliowa.org)  
(515)993-4525

Attachment G

Resolution No. 19- 09

**A RESOLUTION AUTHORIZING THE CITY OF ADEL, IOWA TO SUBMIT AN APPLICATION FOR FUNDING FROM THE TRANSPORTATION ALTERNATIVES PROGRAM TO THE CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE FOR THE PARTIAL FUNDING OF THE CONSTRUCTION OF A WALKING TRAIL FROM HWY 169 TO EVANS PARK AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF ADEL TO MATCHING FUNDS FOR THE CONSTRUCTION OF SAID PROJECT**

WHEREAS, the City of Adel, Iowa is located in the Central Iowa Regional Transportation Planning Alliance (CIRTPA) Planning Area; and

WHEREAS, the Transportation Alternatives Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the program is administered by CIRTPA which prioritizes and ranks all project applications.

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

- 1) The council supports and approves the attached application for Transportation Alternatives Program (TAP funding).
- 2) The council hereby commits to the City of Adel's matching monies as required by the TAP funding.
- 3) The council hereby commits to accepting and maintaining these improvements for a minimum of twenty (20) years following the completion.
- 4) Mayor James F. Peters is hereby authorized to approve and execute the application on behalf of the council.

Passed and approved this 8<sup>th</sup> day of January, 2019.

  
James F. Peters, Mayor

Attest:

  
City Clerk

**Estimated project costs**

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost	\$4,477.00
Preliminary design/engineering cost	\$44,769.00
Utility relocation cost	\$0.00
Construction engineering cost	\$22,384.00
Construction cost	\$447,685.00
Indirect cost (if applicable)	\$0.00
Noninfrastructure cost (SRTS only)	\$0.00
Other (please specify)	
Total cost	\$519,315.00
Iowa's TAP program funding request	\$400,209.60
Applicant match (20 percent minimum)	\$119,105.40

	Applicant match source	Amount	Assured or anticipated (date anticipated)
1.	Park Funds Dedicated to Trails	\$119,105.40	Assured
2.			
3.			

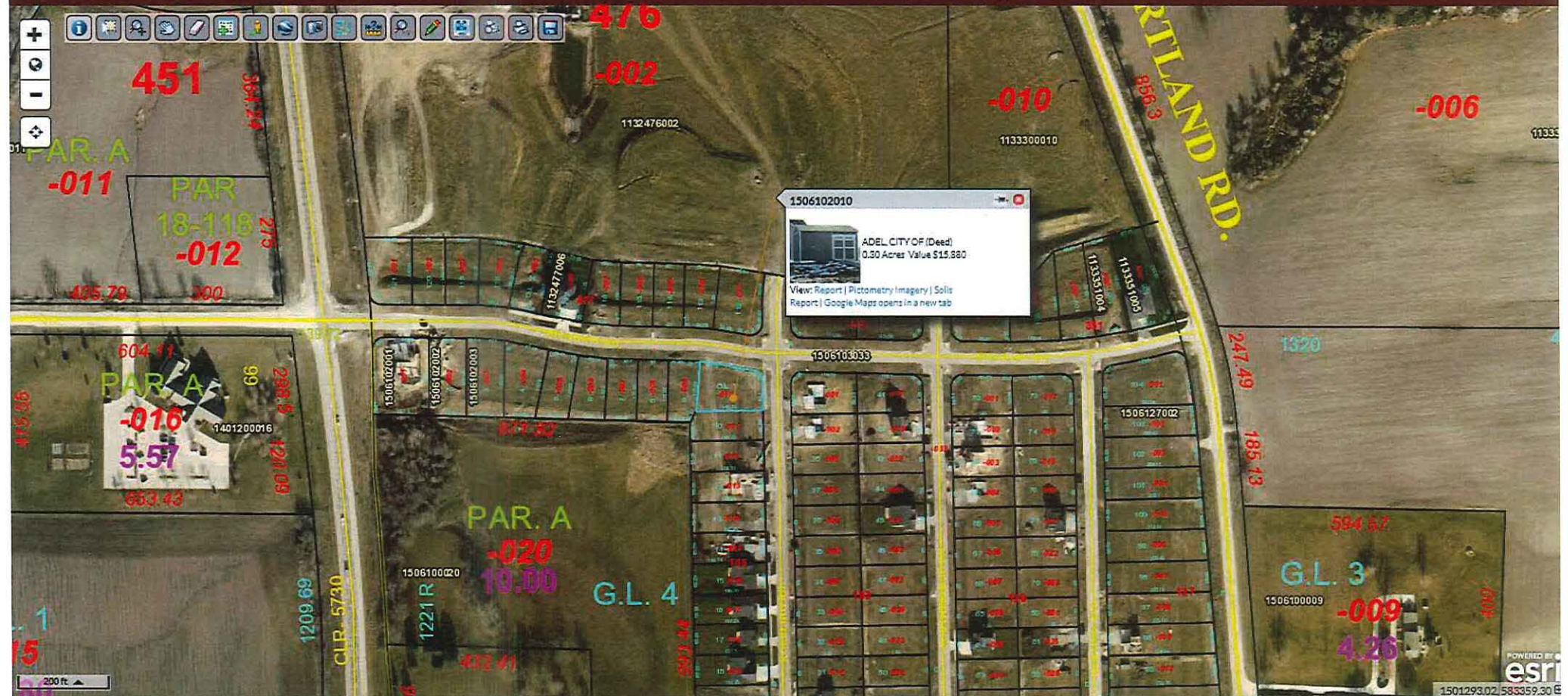
Are any state funds involved in this project? ☐ Yes ☒ No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? ☐ Yes ☒ No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)





Parcel ID	1506102010	Alternate IDn/a	Owner Address	ADEL CITY OF
Sec/Twp/Rng	6-78-27	Class	301 S 10TH ST	
Property Address		Acreage	PO BOX 248	
			ADEL IA 50003	
District	540000			
Brief Tax Description	SOUTHBIDGE PLAT 1 OUTLOT Y			
	(Note: Not to be used on legal documents)			



**Resolution No. 19- 114**

**A RESOLUTION AUTHORIZING THE CITY OF ADEL, IOWA TO SUBMIT AN APPLICATION FOR FUNDING FROM THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) TO THE CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE FOR THE YEAR 2024 FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF ADEL TO MATCH FUNDS FOR THE CONSTRUCTION OF PROJECTS**

**WHEREAS**, the City of Adel, Iowa is located in the Central Iowa Regional Transportation Planning Alliance (CIRTPA) Planning Area; and

**WHEREAS**, the Transportation Alternatives Program provides funding to local jurisdictions for the construction of eligible projects; and

**WHEREAS**, the program is administered by CIRTPA which prioritizes and ranks all project applications.

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

- 1) The council supports and approves the attached application for Transportation Alternatives Program (TAP) funding.
- 2) The council hereby commits to the City of Adel's matching monies as required by the TAP funding.
- 3) The council hereby commits to accepting and maintaining these improvements for a minimum of twenty (20) years following the completion.
- 4) Mayor James F. Peters is hereby authorized to approve and execute the application on behalf of the council.

Passed and approved this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
City Clerk

**Resolution No. 19- 115**

**A RESOLUTION APPROVING A 28E AGREEMENT WITH THE ADEL –  
DE SOTO – MINBURN SCHOOL DISTRICT FOR THE SCHOOL  
RESOURCE OFFICER PROGRAM**

**WHEREAS**, the City of Adel has an existing 28E agreement with Adel – DeSoto – Minburn School District for the School Resource Officer Program; and

**WHEREAS**, the 28E Agreement has not been reviewed or revised since 2009; and

**WHEREAS**, a revised 28E Agreement has been prepared and the Chief of Police and Superintendent of Schools have both agreed to the terms and conditions of this new Agreement.

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

The mayor is hereby authorized and directed to execute the proposed 28E Agreement with the Adel – DeSoto – Minburn School District and such Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code § 28E.8.

PASSED, APPROVED, AND ADOPTED this 10<sup>th</sup> day of December 2019.

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk



**28E AGREEMENT BETWEEN  
THE ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT  
AND THE CITY OF ADEL, IOWA  
FOR  
SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement for School Resource Officer Program ("Agreement") made and entered into this \_\_\_\_ of \_\_\_\_\_, 2019, by and between the ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT, an Iowa school corporation organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as "District") and the CITY OF ADEL, IOWA, an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 362, (hereinafter referred to as "City").

This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is between two public agencies for joint or cooperative action. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this Agreement. The Adel Police Chief shall be designated as the Administrators of this Agreement for purposes of Iowa Code Chapter 28E.

After execution of this Agreement by the District and the City, it shall be filed in the office of the Iowa Secretary of State as required by law. This Agreement shall be effective when executed and filed as set forth above and shall continue for an initial period of five (5) years unless sooner terminated as provided herein.

**ARTICLE I**

**General**

The parties share a mutual interest to maintain an atmosphere in the District schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officer (SRO) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency law enforcement related matters.

**Selection**

1. The SRO will be an Adel police officer.

2. The SRO will maintain at least the minimum qualifications required for employment as a law enforcement officer with the Adel Police Department.
3. The SRO will have working knowledge of the child welfare and juvenile justice system, as well as community human services. The SRO will have exceptional public relations skills and the ability to work well with all individuals in the District, including administrators, staff, students, and families.
4. The Adel Police Chief or designee shall select the officer for assignment as SRO in consultation with, and subject to the approval of, the District Superintendent or designee.

### **Supervision**

1. The Adel Police Department shall assign a higher ranking officer to supervise the officer assigned to the School Resource Officer program.
2. In addition to providing direction for the SRO, the SRO supervisor will serve as a liaison between the District and City in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the high school principal or designee, will complete a performance evaluation of the SRO during June of each year.
4. The District shall provide requested information and reports to the SRO supervisor to facilitate this evaluation.
5. The Adel Police Department will provide a properly marked police vehicle assigned full-time to the SRO for his/her duties.

### **Assignment**

1. The SRO will be assigned cooperatively by the District and City. A total of one (1) SRO will be assigned to the District for use in the following schools:

ADM High School, ADM Middle School, Minburn Elementary School, DeSoto Intermediate School, Adel Elementary School.

2. The SRO shall be assigned on a full-time basis during those hours that the schools are in regular session. The SRO shall be on campus from 7:45 am until 3:45 pm but has the discretion to flex these starting and ending times to maintain a 40-hour workweek. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by the assignment.
3. Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor. These adjustments may be to attend school-related events requiring the presence of a law enforcement officer. Such adjustments will be in accordance with the Fair Labor



Standards Act and any collective bargaining agreement which may apply to employees of the Adel Police Department. Any overtime for special events shall be paid by the District directly to the officer involved.

4. The SRO may be temporarily reassigned by the City during school holidays or vacations and/or during times of police emergency.
5. Vacation time (PTO) in excess of five (5) days must be taken during school vacation or holiday breaks. Vacation time or compensatory time not in excess of five days may be taken during the school year with the approval of the SRO supervisor and the Superintendent or designee. All reasonable action will be taken to minimize the effect of the SRO's absence.
6. The SRO shall act as truancy officer for the District.

## **ARTICLE II**

### **Duties and Responsibilities of School Resource Officers**

1. The SRO shall enforce state laws and local ordinances, and coordinate directly with the school principal or designee to provide security during school hours.
2. The SRO should be present at the school during times of high activity such as the beginning and end of the school day and during the lunch period(s). The SRO should monitor the parking lots during high traffic times.
3. The SRO should be familiar with all law enforcement case information pertaining to schools, students and the neighborhood surrounding the campus.
4. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools.
5. The SRO shall act as an instructor or facilitate specialized law enforcement or public safety related short-term programs at the schools when invited to do so by principals or teachers. The SRO will give the principals or teachers a description of the curriculum prior to the program to ensure the course stays within District guidelines and to provide improvement of the course.
6. The SRO will develop expertise in presenting various subjects.
7. The SRO will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.
8. Whenever possible and within budgetary constraints, the SRO will attend meetings of the District's parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions. The SRO will attend



meetings of the District's Board of Education at the end of each academic quarter or when requested to do so.

9. The SRO shall not utilize his/her position for personal advancement or preference and shall conduct himself/herself in such a manner to bring credit to the Adel Police Department and District.
10. The SRO, principal, counselors, and deans of the school building shall confer when appropriate to develop plans and strategies to provide for counseling of at risk students and those students who present a problem.
11. The SRO shall follow the Adel Police Department's forty (40) hour work week, consistent with the budget and scheduling procedures and the Fair Labor Standard's Act.
12. Requests by faculty or staff for outside law enforcement educational programs will be coordinated by the SRO.
13. The SRO shall assist District officials in developing plans and strategies to prevent, minimize or respond to dangerous situations which may occur on campus or during school sponsored events.
14. The SRO will adhere to School Board policy, police policy and legal requirements while conducting formal police activities with students. Adel Police Department policies shall supersede school board policy while conducting police activities.
15. The parties acknowledge that the SRO may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SROs in compliance with District policy, and federal, state, and local law.
16. The SRO shall take law enforcement action as required in accordance with the Adel Police Department's policies and directives. As soon as practicable, the SRO shall make the principal or designee(s) of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the principal or designee(s) of the intended action before requesting additional law enforcement assistance on campus.
17. The SRO will be available for conferences with students, parents and faculty members in order to assist them with law enforcement problems or in matters of crime prevention. The SRO shall coordinate with the Juvenile Court Officer assigned to the District. Confidential information obtained pursuant to Iowa Code Chapter 232 or in proceedings relating to juveniles shall not be disclosed except as provided by law or court order.

18. When necessary, the SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment. However, the SRO will not be available to conduct investigations extraneous to his/her assigned SRO responsibilities for the sake of convenience or expediency without prior approval from the SRO supervisor.
19. By mutual agreement between designated District officials and the SRO supervisor, the SRO will, in accordance with established overtime procedures as limited by the overtime budget and in accordance with any collective bargaining agreement which may apply to employees of the Adel Police Department, attend school functions such as sporting events or social events that require the presence of a law enforcement officer. The District shall cover all costs associated with overtime pay.
20. The SRO will become familiar with community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, and protective shelters. However, the SRO will make no referrals to such agencies without prior consultation with the school administration where practicable.
21. The SRO shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the principal or designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO may be used for lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas the SRO may assist the school until the problem is solved.
22. The SRO will work in business, casual business, or uniform attire as prescribed by the Chief of Police. Exceptions may be made with approval of the SRO supervisor. The SRO shall carry a regulation sidearm and other approved/assigned police equipment necessary to perform the essential functions of the position in accordance with police department policy and regulations and applicable law.
23. The parties acknowledge that the SRO is not responsible for providing continuous surveillance for any twenty-four (24) hour period unless in the opinion of the City the threat of criminal activity or risk to safety and security warrants such surveillance.
24. The number of hours of service provided, the number of patrol vehicles, or the number of SROs may be increased or decreased upon mutual agreement of both parties.
25. The SRO shall make monthly reports to the Superintendent or designee, including a summary of the law enforcement activities occurring within the District. The District agrees that its officers, agents and employees shall cooperate fully with the City in the performance of the City's duties.
26. The SRO shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO



program as described in this Agreement and so long as such duties are consistent with the Adel Police Department's rules and regulations.

### **ARTICLE III**

#### **Rights and Duties of the District**

The District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office equipped with a telephone to be used for general business purposes;
2. A location for files and records which can be properly locked and secured;
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies;
4. Email and internet access; use of a District device to access student management systems;

### **ARTICLE IV**

#### **Employment Status of School Resource Officer**

The SRO shall remain an employee of the City and shall not be an employee of the District for any purpose. The employment agreement between the City and the SRO shall contain a provision stating that the SRO will perform services in accordance with this Agreement and shall contain no provision inconsistent with this Agreement. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Adel Police Department.

### **ARTICLE V**

#### **Replacement of School Resource Officer**

1. In the event that a principal of a school to which the SRO is assigned believes that the SRO is not effectively performing his/her duties and responsibilities, the principal shall consult with the SRO and the SRO supervisor. If the situation is not resolved, the principal shall recommend to the Superintendent that the SRO be removed from the SRO program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent shall advise the SRO supervisor of the principal's request. If the SRO supervisor so desires, the Superintendent and SRO supervisor or their designees shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, the SRO supervisor and/or specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be



resolved or in the event mediation is not sought by the Police Department, then the SRO shall be removed from the program and replaced.

2. The Adel Police Chief may reassign a SRO based upon Departmental policies.
3. In the event of a vacancy in the position of SRO, or in the case of long-term absence by a SRO, the Superintendent or designee will work with the SRO supervisor or designee to resolve the vacancy.

## **ARTICLE VI**

### **Financing of the School Resource Officer Program**

The City will prepare the budget for the program on a yearly basis and provide a copy of the proposed budget to the District on or before the last day of February of the year preceding the budget year. The City will generally pay 51% of the cost of the program with the remaining 49% provided by the District. The City will bill the District quarterly for the actual costs of the program not to exceed the agreed amount budgeted. The agreed upon amounts for the cost sharing is itemized in Appendix A.

## **ARTICLE VII**

### **Duration and Termination of Agreement**

The term of this Agreement shall be effective upon signing and expire on June 30, 2024. No extensions to this Agreement will be made. Either party may terminate this Agreement, with or without cause, by providing written notice with not less than ninety (90) days notice. Upon termination of this Agreement (a) the District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other District property and (b) the City will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes and other City property.

## **ARTICLE VIII**

### **Insurance and Indemnification**

1. **Liability Insurance.** The City and the District shall each maintain Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate, which limit can be met with a combination of primary and umbrella policies. Deductibles and self-retentions shall be commercially reasonable and in accord with general practices of Iowa school districts and municipal corporations of similar size.

2. Workers' Compensation/Employer's Liability Insurance. The City shall maintain Workers' Compensation insurance for the SRO as statutorily required by the State of Iowa and Employer's Liability insurance in amounts not less than \$100,000 per accident, per employee, per disease and \$500,000 in the aggregate.
3. Other Insurance Provisions. All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.
4. Indemnification by District. To the extent permitted by law, the District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
5. Indemnification by City. To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the City, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
6. Waiver of Subrogation Rights. The City and the District each release the other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. The City and the District shall each waive and, to the extent allowed by law cause its insurance underwriter to waive, its rights of subrogation with respect to Workers' Compensation.
7. Claims. Each party shall notify the other party of any claim or any potential claim for bodily injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of the claim or potential claim.



## ARTICLE IX

### Miscellaneous

1. Amendment. This Agreement may only be modified by written mutual agreement of the parties.
2. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
3. Severability. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.
4. Notices. All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail or when received by certified mail at the address below or at another address as designated by a party.

ADM Community School District  
Attention: Superintendent  
215 North 11th Street  
Adel, IA 50003

Adel Police Department  
Attention: Police Chief  
102 S. 10th St.  
Adel, IA 50003

5. Supersedes. This Agreement supersedes all prior agreements between the District and the City purporting to establish and finance a School Resource Officer Program.
6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ADM COMMUNITY  
SCHOOL DISTRICT

CITY OF ADEL, IOWA

By: \_\_\_\_\_  
*President, Board of Directors*

By: \_\_\_\_\_  
*Mayor*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



*Secretary, Board of Directors*

Date: \_\_\_\_\_

*City Clerk*

Date: \_\_\_\_\_

STATE OF IOWA, COUNTY OF DALLAS, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the ADM Community School District Board President and Board Secretary, respectively, executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that each of them as Board President and Board Secretary acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DALLAS, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Adel, Iowa; and that the instrument was signed on behalf of the City by authority of its City Council; and that each of them acknowledge the execution of the instrument to be the voluntary act and deed and deed of the municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.  
Date of Meeting: December 10, 2019.  
Time of Meeting: \_\_\_\_\_ .M.  
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

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

\$6,041,000 Sewer Revenue Capital Loan Notes, Taxable Series 2019. (USDA #4 – East Annex)

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Sewer Revenue Capital Loan Notes and providing for a method of payment of the Notes.

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

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

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa



December 10, 2019

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 \_\_\_\_\_ M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$6,041,000 SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2019, OF THE CITY OF ADEL, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES ", and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon the Mayor declared the following Resolution duly adopted:

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$6,041,000 SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2019, OF THE CITY OF ADEL, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES

WHEREAS, the City Council of the City of Adel, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Sewer Utility, sometimes hereinafter referred to as the "System", and the revenues have not been pledged and are available for the payment of Sewer Revenue Capital Loan Notes, Taxable Series 2019, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes, Taxable Series 2019, to the extent of \$6,041,000, for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan Agreement be approved and authorized; and

WHEREAS, the Issuer 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 in the purchasing of such revenue note and in connection therewith has or by this resolution shall adopt the Loan Resolution which resolution by its terms takes precedence in the event of conflict over this resolution; and

WHEREAS, there have been heretofore issued certain sewer revenue bonds, notes or other obligations, part of which remain outstanding and are a lien on the net revenues of the System (defined herein as the "Outstanding Obligations"); and

WHEREAS, in the Resolution authorizing the issuance of the Outstanding Obligations it is provided that additional Revenue Notes or Bonds may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the Secretary of the Board of Trustees, a statement ("Parity Certificate") complying with the conditions and limitations therein imposed upon the issuance of said Parity Obligations; and

WHEREAS, the Original Purchaser is the holder of all of the Outstanding Obligations and has agreed to waive the requirement of a Parity Certificate; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$7,500,000 Sewer Revenue Capital Loan Notes, Taxable Series 2019, has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of Notes in the aggregate amount of \$6,041,000:

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- ◆ "Additional Obligations" shall mean any Sewer revenue notes or bonds issued on a parity with the Notes in accordance with the provisions of this Resolution.
- ◆ "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- ◆ "Consulting Engineers" shall mean an independent firm of engineers having a wide and favorable reputation for knowledge, skill and experience in the construction and operation of similar municipal utilities.
- ◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the governing body.
- ◆ "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting



period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.

◆ "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.

◆ "Government" shall mean the United States of America acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) (formerly administered by the Farmers Home Administration) and represented in this transaction by officers of Rural Development.

◆ "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.

◆ "Issuer" and "City" shall mean the City of Adel, State of Iowa.

◆ "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

◆ "Loan Resolution" shall mean the Loan Resolution (RUS Bulletin 1780-27) entered into between the Issuer and the Government, dated \_\_\_\_\_, 2019 (Exhibit A).

◆ "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

◆ "Note" or "Notes" shall mean one fully registered Sewer Revenue Capital Loan Notes, Taxable Series 2019, authorized to be issued by this Resolution.

◆ "Original Purchaser" shall mean the purchaser of the Notes from Issuer at the time of their original issuance.

◆ "Outstanding Obligations" shall mean the \$1,163,000 Sewer Revenue Capital Loan Notes, Taxable Series 2018, dated February 8, 2018, issued in accordance with a resolution adopted on February 13, 2018, \$1,129,087.61 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenue of the system.

◆ "Parity Obligations" shall mean the Sewer revenue notes, bonds or other obligations payable solely from the Net Revenues of the System on an equal basis with

the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.

◆ "Paying Agent" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due and in the manner directed by the Government in writing as the same appears on the books of the Paying Agent as of the 15th day of the month preceding the payment date.

◆ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs.

◆ "Project" shall mean the costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project.

◆ "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

◆ "Registrar" shall mean the City Clerk of the City of Adel or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

◆ "Reserve Fund Requirement" shall mean an amount equal to the annual installment amount (or, if applicable, an amount equal to twelve times the monthly installment amount) in Section 5 hereof. The Reserve Fund Requirement shall be \$210,228 for the Notes.

◆ "Resolution" shall mean this resolution authorizing the issuance of the Notes.

◆ "System" shall mean the Municipal Sewer Utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.

◆ "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.



Section 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83, of the City Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and the City Clerk are authorized and directed to execute and deliver all other documents which may be required under the terms of the Loan Agreement, or by bond counsel, and to take any other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Adel, in the County of Dallas, State of Iowa, to be designated as "Sewer Revenue Capital Loan Notes, Taxable Series 2019", to be at the request of the Government, the Original Purchaser, in the aggregate amount of \$6,041,000, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project. The City Council, pursuant to Sections 384.24A and 384.83 of the City Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Loan Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Capital Loan Notes, Taxable Series 2019, of the City in the aggregate amount of \$6,041,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa for the aforesaid purpose. The Notes shall be designated "SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2019", be dated the date of delivery, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, as follows:

RCLN-1: \$6,041,000 Sewer Revenue Capital Loan Note, Series 2019, at 1.75% interest rate

Principal of and interest on the Note shall become due in installments of \$17,519 on January 20, 2020 and monthly on the 20th day of each month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on December 20, 2059.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or imprinted with



the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note.

Section 6. Redemption of Note Prior to Maturity. Notes, including the respective installments of principal corresponding thereto in the case of a Note, the principal of and interest on which are payable in installments, shall be subject to redemption and prepayment prior to maturity, in whole or in part at the option of the Issuer, on any date upon payment of the par value of the principal amount of Notes to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

Notes (and the respective installments of principal corresponding thereto) to be redeemed shall be selected by the Registrar by such method as the Registrar may deem equitable, or in the inverse order of the maturity dates of principal installments in the case of a Note, the principal and the interest on which are payable in annual installments

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City Clerk is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentment of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and



Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Notes, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Notes to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered Noteholder.



Section 12. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)		(6)	
(7)		(8)	
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Note)			
(11)(12)(13)	(14)	(15)	

FIGURE 1  
(Front)

(10) (Continued)	(16)	(17)
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FIGURE 2  
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"  
"COUNTY OF DALLAS"  
"CITY OF ADEL"  
"SEWER REVENUE CAPITAL LOAN NOTE"  
"TAXABLE SERIES 2019"

Item 2, figure 1 = Rate: 1.75%  
Item 3, figure 1 = Maturity: December 20, 2059  
Item 4, figure 1 = Note Date: December 20, 2019  
Item 5, figure 1 = "Registered"  
Item 6, figure 1 = Note No. 1  
Item 7, figure 1 = Principal Amount: \$6,041,000

Item 9, figure 1= The City of Adel, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of SIX MILLION FORTY ONE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable as follows:

If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Government and interest shall accrue on the principal amount of each advance from its actual date as shown on the reverse hereof until paid at the rate per annum specified above, payable as follows:

Principal of and interest on the Note shall become due in installments of \$17,519 on January 20, 2020 and monthly on the 20th day of each month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on December 20, 2059

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date.

THE ISSUER DOES NOT INTEND OR REPRESENT THAT THE INTEREST ON THE NOTE WILL BE EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX



PURPOSES, AND THE ISSUER IS NOT OBLIGATED TO TAKE ANY ACTION TO ATTEMPT TO SECURE ANY SUCH EXCLUSION. THE HOLDER OF THE NOTES THEREFORE SHOULD TREAT THE INTEREST THEREON AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date of delivery, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes, including the respective installments of principal corresponding thereto in the case of a Note, the principal of and interest on which are payable in installments, shall be subject to redemption and prepayment prior to maturity, in whole or from time to time in part at the option of the Issuer, on any date upon payment of the par value of the principal amount of Notes to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in the Note Resolution.

This Note and the series of which it forms a part, other obligations ranking on a parity therewith, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution and Loan Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Municipal Sewer Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation

and under no circumstances shall the City be in any manner liable by reason of the failure of the net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City impressed or imprinted hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Clerk, Adel, Iowa.

Item 11, figure 1 = Date of Authentication:  
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk

CITY CLERK, Registrar

By: \_\_\_\_\_  
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: City Clerk  
Paying Agent: City Clerk

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)  
Item 15, figure 1 = (Signature Block)

CITY OF ADEL, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

RECORD OF ADVANCES

Amount	Date	Amount	Date
--------	------	--------	------



1	\$		6	\$	
2	\$		7	\$	
3	\$		8	\$	
4	\$		9	\$	
5	\$		10	\$	

Item 16, figure 2 = Assignment of this Note may be made in writing substantially in the form below:

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED ) \_\_\_\_\_

### IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

Item 17, figure 2 = [Information Required for Registration--  
Printer to Provide as Many Lines as Practicable]



## REGISTRATION OF OWNERSHIP

Date of Registration		In Whose Name Registered		Signature of Registrar
		United States of America acting through the Department of Agriculture		

\_\_\_\_\_

\_\_\_\_\_

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\* If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

## ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be applied as follows:

- ◆ An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Notes.
- ◆ The balance of the proceeds shall be deposited to the Project Fund and expended therefrom for the purposes of issuance, including paying costs of issuance.

The Project Fund shall be invested in accordance with Section 18 of this Resolution. Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution. Any excess proceeds remaining on hand after completion of the purpose of issuance shall be paid into the Improvement Fund to the maximum required amounts and any remaining amounts shall be used to call or otherwise retire the Notes.

Section 15. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Notes and Parity Obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

- (a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the



month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

(b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Note and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes and Parity Obligations on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

(c) Reserve Fund. Money in the Revenue Fund shall be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Sewer Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 10% of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Notes and Parity Obligations for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount.

(d) Improvement Fund. Money in the Revenue Fund shall next be disbursed to maintain a fund to be known as the Sewer Improvement Fund (the "Improvement Fund"). The minimum amount to be deposited in the Improvement Fund each month and the total amount required to be in said fund shall be as agreed between the Government and the Issuer. Money in the Improvement Fund not otherwise specially limited by other provisions of this Resolution shall be used solely for the purpose of paying principal of or interest on the Notes or Parity Obligations when there shall be insufficient money in the Sinking Fund and the Reserve Fund; and to the extent not required for the foregoing, to pay the cost of extraordinary maintenance expenses or repairs, renewals and replacements not included in the annual budget of revenues and current expenses, payment of rentals



on any part of the System or payments due for any property purchased as a part of the System, and for capital improvements to the System. Whenever it shall become necessary to so use money in the Improvement Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount.

(e) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

(f) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 17. Outstanding Obligations. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Resolution shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the resolution or resolutions referred to in Section 1 of this Resolution and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the Notes authorized by the resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

Section 18. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured



in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance and Efficiency. That the Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

(b) Sufficiency of Rates. On or before the beginning of each fiscal year the Governing Body will adopt or continue in effect rates for all services rendered by the System sufficient to produce Net Revenue for the next succeeding fiscal year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the fiscal year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection. The Issuer will serve any applicant within the service area of the Sewer System who desires the services of the Sewer System and who can feasibly and legally be served. Issuer will obtain the concurrence of the Government prior to refusing services to such applicant. No services will be provided to any user without a reasonable charge being made therefore.

(c) Insurance. The Issuer shall maintain insurance, including but not necessarily limited to all risk, public liability workers compensation insurance, and flood insurance if available and applicable for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by water districts in Iowa engaged in a similar kind of business and in a reasonable amount which may be specified by the Government and workers compensation. The proceeds of any insurance, except public liability insurance, and workers compensation, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Improvement Fund. All costs of insurance shall be treated as operating costs.

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will cause the books and accounts to be audited annually after the end of each fiscal year by an independent auditor and will file copies of the audit report not later

than 9 months after the end of each fiscal year with the Original Purchaser and will make generally available to the holders or insurers of any of the Notes and Parity Obligations, the balance sheet and the operating statement of the System as certified by such auditor. In addition, Issuer is required to submit its OMB Circular A-133 audit, audit letter and Data Collection Form to the Federal Clearing House designated by OMB: Federal Audit Clearinghouse, Bureau of Census, 1201 E. 10th Street, Jefferson, Indiana 47132. The Original Purchaser and holders or insurers of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto. It is further agreed that if the Issuer shall fail to provide the audits and reports required by this subsection, the Original Purchaser or the holders or insurers of 25% of the outstanding Notes and Parity Obligations may cause such audits and reports to be prepared at the expense of the Issuer. The audit reports required by this Section shall be in accordance with the OMB Circular A133 (RUS Bulletin 1780-31 provides guidance), and shall include, but not be limited to, the following information:

- (i) An evaluation of the manner in which the Issuer has complied with the covenants of this Resolution, including particularly the rate covenants included herein;
- (ii) A statement of net revenues and current expenses;
- (iii) Analyses of each fund and account created hereunder, including deposits, withdrawals and beginning and ending balances;
- (iv) A balance sheet;
- (v) The rates in effect at the end of the fiscal year, the number of customers of the System and analysis of the ratio of debt service to Net Revenues as defined in this Resolution;
- (vi) A schedule of insurance policies and fidelity bonds in force at the end of the fiscal year, showing with respect to each policy and bond the nature of the risks covered, the limits of liability, the name of the insurer, and the expiration date;
- (vii) An evaluation of the Issuer's system of internal financial controls and the sufficiency of fidelity bond and insurance coverage in force;
- (viii) The names and titles of the principal officers of the Issuer; and
- (ix) A general statement covering any events or circumstances which might affect the financial status of the System.



In the event the audit provided for in this Section is prepared by the State Auditor the governing body will cause to be prepared a certified supplemental report containing the information required by this Section.

The Issuer will also file quarterly income and expense statements with the Original Purchaser, using Form RD442-2 or similar format to provide this information, until the Original Purchaser notifies the Issuer in writing that such quarterly reports are no longer required.

(e) State, Local and Federal Laws. That the Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, all local and federal laws, regulations and ordinances including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply said revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution. Provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its governing body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a Revolving Fund to be used in preference to other sources for capital improvements to the System as therein provided, and provided further that no such disposition shall become effective without the prior written consent of the Government. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes or Parity Obligations or for payments into the Sinking or Reserve Funds.

(g) Fidelity Bond. That the Issuer shall maintain fidelity bond coverage on each officer or employee having custody of funds of the System in an amount not less than the maximum amount of principal and interest becoming due in any year on all obligations of the Issuer. USDA Rural Development shall be listed as Co-obligee on Issuer=s fidelity bond.

(h) Additional Charges. That the Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. That the governing body of the Issuer will adopt a system budget of revenues and current expenses on or before the end of each fiscal year and will file copies of such budgets and any amendments thereto with the Government so long as they are the holders of Notes or Parity Obligations. Such budget shall take into account revenues and current expenses during the current and last preceding fiscal years. The

Issuer will incur no current expense not included in such budget, and will not permit total current expenses to exceed the budget, unless the governing body shall first have adopted a Resolution declaring the necessity of such expenses. Copies of such budget and approvals of expenditures in excess of the budget shall be mailed to the Original Purchaser and to the Noteholders upon request. Thirty days prior to each fiscal year, Issuer shall submit annual budget and projected cash flow to the State Office of the Government.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other Notes, Bonds or obligations of any kind or nature payable or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

The Issuer further covenants and agrees that as long as any portion of the Notes or Parity Obligations that are held and insured by the Government remain outstanding and unpaid, the Issuer will not issue any additional notes or other obligations having a claim on the Net Revenues or any part thereof without the prior written consent of the Government.

Section 21 of the Resolution authorizing the issuance of the Outstanding Obligations, adopted on February 13, 2018, establishing limitations and requirements for the issuance of Parity Obligations, are hereby ratified, confirmed, adopted and incorporated herein as a part of this Resolution. At such time as the Outstanding Obligations are paid or otherwise deemed discharged and satisfied in accordance with their terms, the following provisions shall become and remain effective as follows:

The Issuer further covenants and agrees that so long as the Notes or Parity Obligations remain outstanding and unpaid, the Issuer will not issue any additional notes or other obligations payable out of the Net Revenues which stand on a parity or equality with the Notes unless all of the following conditions are met or waived in writing by the Government:

(a) The Issuer shall not at the time of the issuance of any additional notes or other obligations be in default in the payment of principal of or interest on the Notes or Parity Obligations, in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Resolution or in the performance of any covenant herein contained; and

(b) Either:

(i) the Net Revenues for the Fiscal Year next preceding the issuance of additional notes shall have been not less than 120% of the average amount required to be paid out of Revenues in all succeeding Fiscal Years on account of both principal and interest



becoming due with respect to all obligations payable from the Net Revenues, including the additional notes proposed to be issued; or

(ii) if the Issuer shall have made changes in its rates, fees and charges for the use and services furnished by the System, which changes shall not have been in effect for all of the Fiscal Year next preceding the issuance of additional notes, the Issuer shall obtain an investigation and report from an independent firm of Consulting Engineers, Independent Auditor, or independent financial advisor as to the amount of Net Revenues which the Issuer would have received from the operation of the System during said preceding Fiscal Year if such increased rates had been in effect during all of said period, which investigation and report shall certify that, in the opinion of the Consulting Engineer, Independent Auditor, or independent financial advisor, the requirements of subparagraphs (i) above would have been met if the increased rates had been in effect during all of such period; or

(iii) the Issuer shall obtain an investigation and report from an independent firm of Consulting Engineers incorporating projections which indicate that the Net Revenues for the twelve months immediately following the month in which the improvements for which the additional notes are being issued are placed in commercial operation (as estimated by the engineers for such improvements) will be equal to at least 125 percent of the average amount required to be paid in all succeeding Fiscal Years on account of principal and interest becoming due with respect to all obligations payable from the Net Revenues of the System, including the additional notes proposed to be issued. If the Issuer shall have made any increase in the rates, fees and charges for the use and services of the System and such increase shall be in effect during the period covered by an investigation and report made pursuant to this subparagraph, then the report of the Consulting Engineers shall certify that such increased rates are economically feasible and reasonably necessary for the projected operation of the System.

An investigation and report made pursuant hereto shall be considered final and conclusive and shall govern in determining the right of the Issuer to issue additional parity obligations under the provisions contained therein. Such report shall be filed in the office of the Secretary and a duplicate copy thereof shall be sent to the registered owner of the Notes and Parity Obligations.

Additional Obligations of the Issuer issued under the conditions hereinbefore in this Section set forth shall stand on a parity with the Notes and shall enjoy complete equality of the lien on and claim against the Net Revenues with the Notes, and the Issuer may make equal provision for paying said Additional Obligations and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable sinking funds and bond reserve funds for the payment of such Additional Obligations and the interest thereon out of moneys in the Revenue Fund.

Subordinate Obligations. Nothing in this Section contained shall prohibit or restrict the right of the Issuer to issue additional revenue notes or other revenue obligations for the purpose of extending, improving, enlarging, repairing or altering the System and to provide that the



principal of and interest on said revenue notes or obligations shall be payable out of the Net Revenues, provided at the time of the issuance of such additional revenue notes or obligations the Issuer shall not be in default in the performance of any covenant or agreement contained in this Resolution, and provided further that such additional revenue notes or obligations shall be junior and subordinate to the Notes so that if at any time the Issuer shall be in default in paying either interest on or principal of the Notes, or if the Issuer shall be in default in making any payments required to be made by it under the provisions of Section 16 of this Resolution, the Issuer shall make no payments of either principal of or interest on said junior and subordinate revenue notes or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue notes or obligations, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue notes or obligations out of moneys in the Revenue Fund.

Section 22. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

- (a) By paying the Notes or Parity Obligations when the same shall become due and payable; and
- (b) Subject to the requirements of the Loan Resolution, by depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication; and
- (c) Subject to the requirements of the Loan Resolution, if prepayment is not agreeable with the holder or insurer, by depositing in trust with the Treasurer, or with a corporate trustee designated by the governing body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations

shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 23. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution together with the attached Loan Resolution (Exhibit A).

Section 24. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

- (a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;
- (b) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;
- (c) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or
- (d) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 25. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders or insurers of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such refunding obligations as may have been issued for the purpose of refunding any of such Notes if such refunding obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity of interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;



- (b) Materially affect the rights of the holders or insurers of less than all of the Notes and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Notes, the consent of the holders or insurers of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders or insurers of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders or insurers of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 26. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 27. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this



Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 28. Consent of the Government Where Noteholder Consent Required. The United States of America acting as insurer of the Notes shall be deemed to be the holder and owner for the Notes: (i) at all times for the purpose of the execution and delivery of any amendment, change or modification of the Resolution or the initiation by the registered owner of any action to be undertaken at the registered owner's request, which under this Resolution requires the written approval or consent of or can be initiated by the registered owner and (ii) following an event of default under the provisions of this Resolution.

Section 29. Defeasance; Government Consent. As long as any of the Notes are owned or insured by the Government, the Issuer will not issue any additional revenue notes or other obligations for the purpose of providing funds to refund all or part of the Notes unless either (i) all installments of principal of the note or notes owned or insured by the Government are paid, retired and canceled concurrently with the issuance of such refunding revenue notes or other obligations or at the first interest and principal payment date for the Note occurring after the issuance of the refunding revenue notes or other obligations or (ii) consent to the issuance of such refunding revenue notes or other obligations is given by the Government.

When a Note shall have been paid and discharged, then the requirements contained in this Resolution and the pledge of Revenues made hereunder and all other rights granted hereby shall terminate. Unless owned or insured by the Government and subject to the preceding paragraph, a Note shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with a bank located in the State of Iowa and having full trust powers, at or prior to the stated maturity or redemption date of said Note, in trust for and irrevocably appropriated thereto, moneys and/or direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of such Note and interest accrued to the stated maturity or redemption date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if the Note shall be redeemed prior to the stated maturity thereof, the Issuer shall have elected to redeem the Note and notice of such redemption shall have been given. Any moneys and obligations which at any time shall be deposited with said bank by or on behalf of the Issuer, for the purpose of paying and discharging a Note, shall be and are hereby assigned, transferred and set over to such bank in trust for the holder of such Note, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys deposited with said bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 30. Refinancing. Issuer covenants and agrees that it will refinance the unpaid balance, in whole or in part, of the outstanding principal amount of the Notes and Parity Obligations upon the request of the Government, if at any time it should appear to the Government that the Issuer is able and authorized by law, not inconsistent with Parity legislation, if any, to refinance the Note and Parity Obligations by obtaining a loan for such purposes from

responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes. [7 USC §1983 (3)].

Section 31. Loan Resolution Controlling. The Loan Resolution in the form attached to this Resolution is approved and authorized to be executed on behalf of the Issuer by the Mayor and attested by the City Clerk; or if previously adopted by this Council, the Loan Resolution is hereby ratified in all respects. So long as the United States of America, acting through the Government, is the holder of any of the Notes and to the fullest extent permitted by Iowa law, the Issuer shall be subject to the existing Loan Resolution between the Issuer and the Government. The provisions of the Loan Resolution and the provisions of this Resolution are to be construed wherever possible so that they will not be in conflict. In the event such construction is not possible, the provisions of the Loan Resolution shall prevail.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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 corporate records of the City showing proceedings of the City 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 (a copy of the face sheet of such agenda being attached hereto) pursuant to the local rules 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 such 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 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 City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

## LOAN AGREEMENT

This Loan Agreement is entered into as of the 20th day of December, 2019, by and between the City of Adel, State of Iowa (the "City") acting through its City Council (the "Council") and United States Government, the United States of America (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$6,041,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of a Sewer Revenue Capital Loan Notes, Taxable Series 2019, in the aggregate principal amount of \$6,041,000 (the "Note").

2. The loan proceeds shall be used to pay a portion of the costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project. Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Sewer Revenue Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on the next payment date.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Note, in substantially the form set forth in the Resolution, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated the date of delivery, and shall mature and bear interest as follows:

RCLN-1: \$6,041,000 Sewer Revenue Capital Loan Notes, Taxable Series 2019, at 1.75% interest rate

Principal of and interest on the note shall become due in installments of \$17,519 on January 20, 2020, and monthly on the 20th day of the month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on December 20, 2059.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Note, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Note and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System to the extent provided in the Resolution. The Note shall not be a general obligation of the City nor shall it be payable in any manner by taxation, and the City shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Note.

5. The City may borrow additional money, enter into further Loan Agreements and issue additional Notes or Bonds which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such additional Notes to the Sewer Revenue Fund of the City.



6. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements of the statute and by the Lender pursuant to the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.)

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ADEL, STATE OF IOWA (City)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

UNITED STATES OF AMERICA(Lender)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



**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 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  
**\$6,041,000**pursuant 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 5 Nays 0 Absent 0

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)

Attest:

By

Title

Mayor

Brianne Sandquist

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 \_\_\_\_\_



## DELIVERY CERTIFICATE

We the undersigned, City Officials do hereby certify that we are the officers, respectively above indicated, of a municipal corporation in the State of Iowa, known as the City of Adel, State of Iowa (the "Issuer"); that in pursuance of the provisions of Sections 384.24A, and 384.83, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered a fully registered Sewer Revenue Capital Loan Notes, Taxable Series 2019, of the City of Adel, State of Iowa, in the amount of \$6,041,000, dated the day of delivery. The Note shall mature and bear interest as follows:

RCLN-1: \$6,041,000 Sewer Revenue Capital Loan Notes, Taxable Series 2019, at 1.75% interest rate

Principal of and interest on the note shall become due in installments of \$17,519 on January 20, 2020, and monthly on the 20th day of the month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on December 20, 2059.

The Note was executed with the genuine signature of the Mayor and City Clerk of said Issuer and by fixing thereon the official seal of said Issuer, a true impression appearing below, the certificate on the back of the Note being executed with the genuine signature of the Registrar, and the Note being registered as to ownership in the name of the United States of America.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Issuer, or the titles of the aforesaid officers to their respective positions, or the validity of the aforesaid Notes, or the pledge of the net earnings of the Sewer System, to the payment of said Note or the power and duty of said Issuer to construct, own and operate its aforesaid Sewer Utility as a revenue-producing undertaking and to provide, charge and apply adequate rates and charges for the full and prompt payment of the principal and interest of the aforesaid Note, and that none of the proceedings or authority for the issuance of said Note have been repealed, revoked, rescinded, or modified in any manner.

We further certify that the City did heretofore establish a Municipal Sewer System (hereinafter referred to as the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of the Utility.

We further certify that the present financial condition of said Issuer is as follows:

Total Sewer revenue bonded indebtedness,  
of said Issuer including the above-mentioned  
Sewer Revenue Capital Loan Notes,  
Taxable Series 2019

\$7,170,087.61

All other indebtedness of said Issuer of  
any kind, payable from Sewer revenues

\$0

IN WITNESS WHEREOF, we have hereunto affixed our hands at Adel, Iowa, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Treasurer

(SEAL)



### TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed qualified and acting City Clerk of the City of Adel, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City Council and of its officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$6,041,000 Sewer Revenue Capital Loan Notes, Taxable Series 2019, of the City, dated December 20, 2019, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to the authorization, issuance and disposition of the notes, and that the City Council consists of a mayor and five (5) Council Members, and that James Peters is Mayor thereof, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of the proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, City Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that all meetings of the City Council at which action was taken in connection with the notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

WITNESS my hand and the seal of the City hereto attached this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at Adel, Iowa, Iowa.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

James Peters

\_\_\_\_\_  
(Original Signature)

City Clerk:

Angela Leopard

\_\_\_\_\_  
(Original Signature)

City Treasurer:

Brittany Sandquist

\_\_\_\_\_  
(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF DALLAS

)

Subscribed and sworn to before me by James Peters, Angela Leopard and Brittany Sandquist on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for Dallas County, Iowa

(NOTARY SEAL)



**REGISTERED**  
**Certificate No. 1**

**REGISTERED**  
**Principal Amount \$6,041,000**

**UNITED STATES OF AMERICA  
STATE OF IOWA  
COUNTY OF DALLAS  
CITY OF ADEL  
SEWER REVENUE CAPITAL LOAN NOTES  
TAXABLE SERIES 2018**

**Interest Rate**  
**1.75%**

**Maturity Date**  
**December 20, 2059**

**Note Date**  
**December 20, 2019**

The City of Adel, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

**United States Government, United States of America**

or registered assigns, the principal sum of SIX MILLION FORTY ONE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable as follows:

If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Government and interest shall accrue on the principal amount of each advance from its actual date as shown on the reverse hereof until paid at the rate per annum specified above, payable as follows:

Principal of and interest on the Note shall become due in installments of \$17,519 on January 20, 2020 and monthly on the 20th day of each month thereafter until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on December 20, 2059.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date.

THE ISSUER DOES NOT INTEND OR REPRESENT THAT THE INTEREST ON THE NOTE WILL BE EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES, AND THE ISSUER IS NOT OBLIGATED TO TAKE ANY ACTION TO ATTEMPT TO SECURE ANY SUCH EXCLUSION. THE HOLDER OF THE NOTES THEREFORE SHOULD TREAT THE INTEREST THEREON AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and



gravity sewer, related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for such project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date of delivery, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes, including the respective installments of principal corresponding thereto in the case of a Note, the principal of and interest on which are payable in installments, shall be subject to redemption and prepayment prior to maturity, in whole or from time to time in part at the option of the Issuer, on any date upon payment of the par value of the principal amount of Notes to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in the Note Resolution.

This Note and the series of which it forms a part, other obligations ranking on a parity therewith, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution and Loan Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Municipal Sewer Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City impressed or imprinted hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Clerk, Adel, Iowa.



Date of authentication: \_\_\_\_\_

CITY OF ADEL, STATE OF IOWA

This is one of the Notes described in the  
within mentioned Resolution, as registered  
by the City Clerk

By: \_\_\_\_\_  
Mayor

CITY CLERK, Registrar

ATTEST:

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
City Clerk

(SEAL)

Registrar and Transfer Agent: City Clerk  
Paying Agent: City Clerk

#### RECORD OF ADVANCES

	Amount	Date		Amount	Date
1	\$		6	\$	
2	\$		7	\$	
3	\$		8	\$	
4	\$		9	\$	
5	\$		10	\$	

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto  
\_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the  
within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_  
attorney in fact to transfer the said Note on the books kept for registration of the within Note, with  
full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_



IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

REGISTRATION OF OWNERSHIP

Date of Registration		In Whose Name Registered		Signature of Registrar
		United States of America acting through the Department of Agriculture		

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification \_\_\_\_\_  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with rights of survivorship and not as tenants in common  
IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

ORGANIZATIONAL CERTIFICATE

STATE OF IOWA

)

)

COUNTY OF DALLAS

)SS

I, the City Clerk of the City of Adel, in the County and State aforesaid, do hereby certify that a Sewer System was established in the City in the year 1908, and that the Sewer System has been in continuous operation since its establishment as aforesaid in supplying its services to the City and its inhabitants.

I do further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, or the improvements or extensions of the Sewer System of the City of Adel, Iowa.

Witness my hand and seal of the City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

(SEAL)



CONFIRMATION OF CLOSING CERTIFICATE

TO: AHLERS & COONEY, P.C.  
100 Court Avenue - Suite 600  
Des Moines, Iowa 50309-2231

We, the undersigned, being the officials of the City of Adel, State of Iowa, herewith confirm the closing with the purchaser of \$6,041,000 of Sewer Revenue Capital Loan Notes, Taxable Series 2019, dated December 20, 2019 of the City which closing took place on the 20th day of December 20, 2019.

As of the closing, we were the duly appointed and acting officials of the City and all recitals contained in the Transcript Certificate, Delivery Certificate, Organizational Certificate and Certificate of Receipt of Note Proceeds and Deposit of Funds heretofore executed were true and correct and by our authorization the certificates were dated as of the closing.

The legal opinion of Ahlers & Cooney, P.C., with respect to the Note was dated as of the closing date and delivered with the Note to the Purchaser. All temporary obligations and interest due thereon have been retired or paid prior to or simultaneously with the closing by delivery of the Note. The difference, if any, in the amount of outstanding temporary obligations, together with accrued interest thereon, after deducting the principal amount of the Note, was paid simultaneously from cash funds of the Issuer.

Note proceeds advanced and to be advanced have been and will be disbursed as follows:

\$ _____	Project Fund
\$ _____	Principal and Interest on Interim Financing (CoBank)
\$22,350	Issuance Expenses
\$6,041,000	<b>Total Note Proceeds</b>

In addition, all other matters contained in your letter of closing instructions and the instructions from the regional attorney for the Purchaser were complied with.

Done and certified to this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Very truly yours,

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(HOLD AND RETURN AFTER DELIVERY OF NOTES AND RECEIPT OF PAYMENT)



## Contractor's Application for Payment No.

**9 (NINE) FINAL**

Application Period: 11/1/2019 to 11/30/2019

Application Date: 12/4/2019

<b>To (Owner):</b>	City of Adel, IA 301 South 10th Street, Adel, IA 50003	<b>From (Contractor):</b>	Synergy Contracting, LLC 1120 2nd Street NE, Bondurant, IA 50035	<b>Via (Engineer):</b>	McClure Engineering Company 1360 NW 121st Street, Clive, IA 50325
<b>Owner's USDA-RD Number:</b>	-	<b>Contractor's Contract Number:</b>	18002AD	<b>Engineer's Contract Number:</b>	20317006-01
<b>Project:</b>	Adel East Annex Sanitary Utility Improvements		<b>Contract:</b>	Bid Package No. 1 - Lift Station	

Application For Payment - Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
001	\$ -	\$ -	
002	\$ -	\$ -	
003	\$ -	\$ -	
004	\$ -	\$ -	
005	\$ -	\$ -	
006	\$ -	\$ 37,952.77	
Totals:	\$ -	\$ 37,952.77	
Net Change by Change Order:	\$ (37,952.77)		

1. ORIGINAL CONTRACT PRICE.....	\$	1,336,000.00
2. Net change by Change Orders.....	\$	(37,952.77)
3. Current Contract Price (Line 1 ± 2).....	\$	1,298,047.23
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	1,298,047.23
5. RETAINAGE:		
a. 0.0% X \$ 1,298,047.23 Work Completed.....	\$	-
b. 0.0% X \$ - Stored Material.....	\$	-
c. Total Retainage (Line 5a + Line 5b).....	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	1,298,047.23
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application). \$		1,233,144.87
8. AMOUNT DUE THIS APPLICATION.....	\$	64,902.36
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	-

Payment of: \$64,902.36  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  12-5-2019  
(Engineer) (Date)

Payment of: \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 12/4/19

# Progress Estimate - Lump Sum Work

# Contractor's Application

For (Contract):	Bid Package No. 1 - Lift Station				Application Number:	9 (NINE) FINAL		
Application Period:	11/1/2019	to	11/30/2019		Application Date:	12/4/2019		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Mobilization	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100.00%	\$ -
01.02	Bonds / Insurance	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100.00%	\$ -
01.03	Overhead and Profit	\$ 124,656.00	\$ 124,656.00	\$ -	\$ -	\$ 124,656.00	100.00%	\$ -
01.04	SWPPP Preparation	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%	\$ -
01.05	Contingency Allowance	\$ 37,952.77	\$ 37,952.77	\$ -	\$ -	\$ 37,952.77	100.00%	\$ -
01.05.1	CO-001: Control Building Roof Hatch	\$ 10,519.23	\$ 10,519.23	\$ -	\$ -	\$ 10,519.23	100.00%	\$ -
01.05.2	CO-002: Wet-Well Access Hatch	\$ 1,063.00	\$ 1,063.00	\$ -	\$ -	\$ 1,063.00	100.00%	\$ -
01.05.3	CO-003: Water Service Line	\$ (1,500.00)	\$ (1,500.00)	\$ -	\$ -	\$ (1,500.00)	100.00%	\$ -
01.05.4	CO-004: Additional Clearing and Grubbing	\$ 1,965.00	\$ 1,965.00	\$ -	\$ -	\$ 1,965.00	100.00%	\$ -
01.05.5	CO-006: Adjustment of Unused Contingency	\$ (37,952.77)	\$ (37,952.77)	\$ -	\$ -	\$ (37,952.77)	100.00%	\$ -
Division 03 - Concrete								
03.01	Concrete Reinforcement	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100.00%	\$ -
03.02	Concrete (Cast-In-Place)	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	100.00%	\$ -
03.03	Pre-cast Roof Panels	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	\$ -
Division 04 - Masonry								
04.01	Unit Masonry	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -	\$ 55,000.00	100.00%	\$ -
Division 05 - Metals								
05.01	Misc. Metals	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
07.01	Damp-proofing / Insulation Board	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100.00%	\$ -
07.02	Membrane Roofing / Speciality Metals	\$ 21,000.00	\$ 21,000.00	\$ -	\$ -	\$ 21,000.00	100.00%	\$ -
Division 08 - Openings								
08.01	Aluminum Doors / Frames / Hardware	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	100.00%	\$ -
08.02	Sectional Overhead Doors	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%	\$ -
Division 09 - Painting and Coating								
09.01	Painting and Coating	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%	\$ -
Division 10 - Specialties								
10.01	Fire Extinguishers	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%	\$ -



A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
<b>Division 23 - Heating, Ventilating, and Air Conditioning</b>								
23.01	HVAC	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100.00%	\$ -
<b>Division 26 - Electrical</b>								
26.01	Electrical	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	100.00%	\$ -
26.02	Standby Power Generator	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100.00%	\$ -
<b>Division 28 - Electronic Safety and Security</b>								
28.01	Gas Detection and Alarm	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100.00%	\$ -
<b>Division 31 - Earthwork</b>								
31.01	Demo / Clearing	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%	\$ -
31.02	Grading / Earthwork	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100.00%	\$ -
31.03	Erosion Controls	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -
<b>Division 32 - Exterior Improvements</b>								
32.01	Paved Driveway	\$ 42,000.00	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	100.00%	\$ -
32.02	Access Road	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%	\$ -
32.03	Final Restoration / Seeding	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -
<b>Division 33 - Utilities</b>								
33.01	Site Water Distribution	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -
33.02	Valve Vault (Structure Only)	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100.00%	\$ -
33.03	Meter Manhole (Structure Only)	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	100.00%	\$ -
33.04	Force Main	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100.00%	\$ -
33.05	Storm Sewer	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%	\$ -
33.06	Sanitary Sewer	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%	\$ -
<b>Division 40 - Process Interconnections</b>								
40.01	Process Piping	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%	\$ -
40.02	Process Valves	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%	\$ -
<b>Division 41 - Material Processing and Handling Equipment</b>								
41.01	Crane & Hoists	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$ -
<b>Division 43 - Process Gas and Liquid Handling, Purification, and Storage Equipment</b>								
43.01	Submersible Non-Clog Pumps	\$ 20,520.00	\$ 20,520.00	\$ -	\$ -	\$ 20,520.00	100.00%	\$ -
43.02	Pump Hatches	\$ 5,824.00	\$ 5,824.00	\$ -	\$ -	\$ 5,824.00	100.00%	\$ -
43.03	Pump Controls / SCADA	\$ 89,000.00	\$ 89,000.00	\$ -	\$ -	\$ 89,000.00	100.00%	\$ -
<b>Division 46 - Water and Wastewater Equipment</b>								
46.01	Vertical Fine Screen	\$ 95,000.00	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00	100.00%	\$ -
<b>Total</b>		\$ 1,298,047.23	\$ 1,298,047.23	\$ -	\$ -	\$ 1,298,047.23	100.00%	\$ -

## Stored Material Summary

## Contractor's Application

<b>For (Contract):</b>	<b>Bid Package No. 1 - Lift Station</b>						<b>Application Number:</b>		<b>9 (NINE) FINAL</b>	
<b>Application Period:</b>	<b>11/1/2019</b>			<b>to                  11/30/2019</b>			<b>Application Date:</b>		<b>12/4/2019</b>	
A	B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
10 44 00	2U205811LP59 5172N	Fire Extinguishers	Site	May-2019	\$ 510.12	\$ -	\$ 510.12	Sep-2019	\$ 510.12	\$ -
04 20 00	AAAQ2710	Unit Masonry	Site	May-2019	\$ 8,080.00	\$ -	\$ 8,080.00	Jul-2019	\$ 8,080.00	\$ -
05 12 00	2275	Miscellaneous Metals	Site	Jun-2019	\$ 7,000.00	\$ -	\$ 7,000.00	Jul-2019	\$ 7,000.00	\$ -
41 22 00	00008148	Davit Crane	Site	Aug-2019	\$ 5,000.00	\$ -	\$ 5,000.00	Sep-2019	\$ 5,000.00	\$ -
					\$ -	\$ -	\$ -			\$ -
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Totals					\$ 20,590.12	\$ -	\$ 20,590.12		\$ 20,590.12	\$ -



## Partial Pay Estimates Paid-to-Date

## Contractor's Application

For (Contract):	Adel East Annex Sanitary Utility Improvements Bid Package No. 1 - Lift Station				Application Number:	9 (NINE) FINAL
					Application Date:	12/4/2019
Application Period:	From:	11/1/2019	To:	11/30/2019	Contractor:	Synergy Contracting, LLC 1120 2nd Street NE, Bondurant, IA 50035

Original Contract Amount: \$ 1,336,000.00

### Approved Change Orders:

Number	Date	Amount
001	3/27/2019	\$ -
002	4/18/2019	\$ -
003	5/2/2019	\$ -
004	5/2/2019	\$ -
005	9/18/2019	\$ -
006	11/5/2019	\$ (37,952.77)

Revised Contract Amount: \$ 1,298,047.23

### Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001	04/18/19	\$ 91,105.00
002	05/14/19	\$ 119,014.10
003	07/26/19	\$ 167,827.12
004	07/26/19	\$ 81,777.90
005	08/23/19	\$ 214,844.40
006	09/18/19	\$ 323,428.67
007	10/14/19	\$ 194,191.28
008	11/18/19	\$ 40,956.40

Total Estimates Paid to Date: \$ 1,233,144.87

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Total Construction Cost: \$ 1,233,144.87

ORIGINAL

Resolution No. 19-117

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.

Date of Meeting: \_\_\_\_\_, 20\_\_

Time of Meeting: \_\_\_\_\_ o'clock \_\_.M.

Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

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

- Resolution accepting Bid Package No. 1 - Lift Station

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

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

\_\_\_\_\_  
City Clerk, Adel, Iowa



\_\_\_\_\_, 20\_\_

The City Council of the City of Adel, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS", 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 following Resolution duly adopted:

#### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2018, the Mayor and Clerk of Adel, Iowa, entered into a construction contract with \_\_\_\_\_ of \_\_\_\_\_, for the construction of certain public improvements generally described as Bid Package No. 1 - Lift Station; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on \_\_\_\_\_, 20\_\_:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$ \_\_\_\_\_, as shown in the report of the Engineer.



PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)



## NOTICE OF ACCEPTABILITY OF WORK

---

**PROJECT:** East Annex Sanitary Utility Improvements, Bid Package No. 1 – Lift Station

**OWNER:** City of Adel, Iowa

**CONTRACTOR:** Synergy Contracting, LLC

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:** East Annex Sanitary Utility Improvements, Bid Package No. 1 – Lift Station

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:** December 11, 2018

**ENGINEER:** McClure Engineering Company

**NOTICE DATE:** December 5, 2019

---

**To:** City of Adel  
Owner

**And To:** Synergy Contracting LLC  
Contractor

**From:** McClure Engineering Company  
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 October 22, 2018, and the following terms and conditions of this Notice:

### 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.

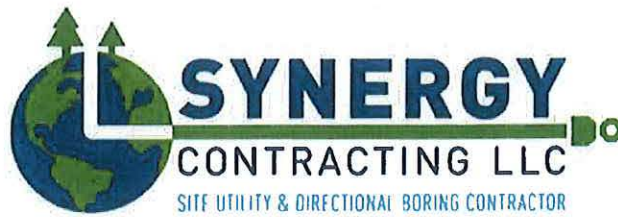
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: 

Title: Project Manager

Dated: December 5, 2019





December 4, 2019

McClure Engineering Co  
1360 NW 121<sup>st</sup> Street  
Clive, IA 50325

Attn: Alex Potter

Re: East Annex Sanitary Sewer Utility Improvements – Bid Package No. 1 – Lift  
Station  
Warranty Letter

Alex,


Synergy acknowledges the warranty items included on the final punch list and will address any issues within the 1 year warranty period. If any of the attached punch list items need to be addressed, Synergy will correct the work as necessary. Synergy would like to state the HVAC issue is under Synergy but has been passed onto our sub and the electrical engineer.

Feel free to call me with any questions.

Sincerely,


Paige Naber  
Project Manager  
515-689-1615  
[paigenaber@synergycontracting.net](mailto:paigenaber@synergycontracting.net)

## PROJECT OUTSTANDING PUNCH LIST

Project: Adel East Annex Sanitary Utility Improvements Bld Package No. 1 - Lift Station			Project #:		20317006-01			
Contractor: Synergy Contracting, LLC Bondurant, IA			Date Generated:		Wednesday, December 4, 2019			
Owner: City of Adel, IA			Date of Last Update:		Wednesday, December 4, 2019			
Engineer: McClure Engineering Co.								
<b>Status Legend</b> A - Item Complete, Approved by Engineer V - Item Stated Complete, Engineer to Verify NC - Item Not Complete or In Progress W - Warranty Item								
ITEM #	DATE ADDED	ADDED BY	DESCRIPTION	STATUS	COMMENTS	DATE APPROVED	APPROVED BY	
1	09/12/19	MEC (Electrical)	Supply Standby Generator field startup reports per 26 30 10.1.2.D.	NC	KEC Site Observation Report 10/9/19 - Item #D.16. - (Not Submitted)			
2	09/19/19	KEC (Electrical)	Bond pump power cable equipment ground mechanical lug to pump cable splice box ground stud with 1#10 to comply with Note 6 of Distribution Panel (600V) Power Wiring Schedule under 3.7 of Section 26 05 30.	NC	KEC Site Observation Report 10/9/19 - Item #D.5.b. - 11/4/19 - KEC observed a damaged #12 installed. KEC stated this does not meet code for motors installed and needs to be corrected.	12/4		
3	09/19/19	KEC (Electrical)	Prepare and submit Registration For Stationary Compression Ignition Internal Combustion Engines Less Than 400 Brake Horsepower to comply with 1.2 F. of Section 26 30 10.	NC	KEC Site Observation Report 10/9/19 - Item #D.17. - (Not Submitted)			
4	09/20/19	MEC (Closeout)	Supply spare parts as required per specifications. Spare parts shall be neatly packaged and clearly labeled for verification by Engineer for Owner.	NC	KEC Site Observation Report 10/9/19 - Item #D.18. - 26 30 10.2.13 - 2 of each filter & special tools, if needed.	09/20/19	Synergy	
5	09/20/19	MEC (Closeout)	Supply Installation, Operation, & Maintenance manuals as required per specifications for review and approval.	NC	- 22 11 00.1.3 - Site Water (Awaiting Revision) - 23 05 20.1.2 - HVAC (In Review) - 46 21 39 - Vertical Screen (In Review)			



## PROJECT OUTSTANDING PUNCH LIST

Project:	Adel East Annex Sanitary Utility Improvements Bid Package No. 1 - Lift Station		Project #:	20317006-01		
Contractor:	Synergy Contracting, LLC Bondurant, IA	<b>Status Legend</b> A - Item Complete, Approved by Engineer V - Item Slatel Complete, Engineer to Verify NC - Item Not Complete or In Progress W - Warranty Item	Date Generated:	Wednesday, December 4, 2019		
Owner:	City of Adel, IA		Date of Last Update:	Wednesday, December 4, 2019		
Engineer:	McClure Engineering Co.					

ITEM #	DATE ADDED	ADDED BY	DESCRIPTION	STATUS	COMMENTS	DATE APPROVED	APPROVED BY
--------	------------	----------	-------------	--------	----------	---------------	-------------

WARRANTY ITEM LIST	
1	WARRANTY ITEM LIST

W1	10/09/19	MEC (Site)	Remove / Replace / Repair pavement cracks.	W	Repairs to installed paving have been completed.		
W2	09/12/19	MEC (Site)	Complete site grading.	W	Repairs to grading have been completed. - All grading / grading repairs to be monitored for any additional re-work as needed.		
W3	09/12/19	MEC (Site)	Final grade and seed site per Specification Section 32 92 19.	W	Site Seeding has been installed. - Installed seeding shall be monitored for Owner receiving full stand of grass, washout and non-growth areas to be re-seeded at Contractor expense. -Install addition erosion controls to protect installed seeding and maintain until establishment of site seeding.		
W4	09/12/19	MEC (HVAC)	Complete installation, startup / training, and Testing and Balance of HVAC items EF-1 and DH-1.	W	KEC Site Observation Report 10/9/19 - Item #D.1, #D.2, #D.4. - Provide training as necessary once DH-1 is operational. - Install duct control thermostat, airflow switch and duct thermostat in duct in Electrical Room at locations shown on Drawing No. LS-12. - Complete Testing and Balance on HVAC items per specification section 23 05 20.3.4. once DH-1 is operational.		
W5	09/12/19	MEC (Wet Well)	Investigate / Repair / Replace rusting access hatch build materials & hardware on all installed Halliday Access Hatches on project.	W	Any surface treatment / coating repair shall be verified as acceptable from the Manufacturer. - Issue seems mainly restricted to the Wet Well Pump Hatches.		



1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229

[www.mecresults.com](http://www.mecresults.com)

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

December 5, 2019

City of Adel  
Mayor and City Council  
PO Box 248  
301 S. 10<sup>th</sup> Street  
Adel, IA 50003

RE: East Annex Sanitary Utility Improvements  
Bid Package #1 – Lift Station  
MEC #20317006-01

Dear Council,

This letter is to certify that the East Annex Sanitary Utility Improvements, Bid Package No. 1 – Lift Station project has been completed in substantial conformance to the plans and specifications by Synergy Contracting, LLC.

McClure recommends acceptance of the public improvements and release of the retainage.

Engineer's Opinion of Probable Cost:	\$ 1,150,000.00
Awarded Project Cost:	\$ 1,336,000.00
Final Project Cost:	\$ 1,298,047.23

Please contact me with any questions.

Sincerely,

McCLURE ENGINEERING COMPANY

Alex Potter, P.E.  
Project Manager





# AIA® Document G707™ – 1994

## Consent of Surety to Final Payment

PROJECT: *(Name and address)*

MEC No. 20317006-00 - East Annex  
Sanitary Utility Improvements, Bid  
Package 1 - Lift Station, Adel, Iowa

TO OWNER: *(Name and address)*

City of Adel  
301 S. 10th St.

Adel, IA 50003

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED: 12/11/2018

OWNER ☐ARCHITECT ☐CONTRACTOR ☐SURETY ☐OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety.)*

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

, SURETY,

on bond of  
*(Insert name and address of Contractor.)*

Synergy Contracting, L.L.C.  
P.O. Box 388  
Bondurant, IA 50035

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety of any of its obligations to  
*(Insert name and address of Owner.)*

City of Adel  
301 S. 10th St.  
Adel, IA 50003

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

November 22nd 2019

It is a Condition of this Bond that all contract  
funds are to be released to Northern Escrow, Inc:  
Northern Escrow, Inc. (651) 457-8621 Voice  
1276 So. Robert St. (651) 744-9930 Facsimile  
West St. Paul, MN 55118

Granite Re, Inc.  
*(Surety)*

*(Signature of authorized representative)*

Attest:

*(Seal)*

Troy Staples, Attorney-in-fact  
*(Printed name and title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:



To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day of June, 2017.

STATE OF OKLAHOMA     )  
                                      )     SS:  
COUNTY OF OKLAHOMA    )




  
Kenneth D. Whittington, President  
  
Kyle P. McDonald, Treasurer

On this 14<sup>th</sup> day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



  
Kathleen E. Carlson  
Notary Public

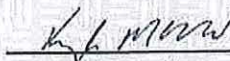
**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
22nd day of November, 2019.



  
Kyle P. McDonald, Secretary/Treasurer



SECTION 00 65 19

RELEASE OF CLAIMS

CONTRACTOR, on behalf of itself, its subsidiaries, its affiliated entities, and each of their partners, respective shareholders, directors, officers, employees, agents, and attorneys and their predecessors, successors, and assigns (collectively "CONTRACTOR") hereby waives, releases and discharges OWNER, its officers, directors, employees and agents from and all actions, causes of action, claims and liabilities of any kind which in any manner arise from, relate to or are involved by CONTRACTOR's WORK on the PROJECT as defined by the CONTRACT DOCUMENTS.

The waived, released and discharged actions, causes of action, claims and liabilities shall be forever barred once CONTRACTOR accepts final payment.

CONTRACTOR

By: 

Name: Jesse Roques

PRINT

Title: President

Date: 11/27/19

OWNER

By: \_\_\_\_\_

Name: \_\_\_\_\_

PRINT

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

Date: \_\_\_\_\_

## Contractor's Application for Payment No.

## 8 (EIGHT) FINAL

<b>Application Period:</b> 11/1/2019 to 11/30/2019		<b>Application Date:</b> 12/4/2019	
<b>To (Owner):</b>	City of Adel, IA 301 South 10th Street, Adel, IA 50003	<b>From (Contractor):</b>	Minger Construction Companies, Inc. 620 Corporate Drive, Jordan, MN 55352
<b>Owner's USDA-RD Number:</b>	-	<b>Contractor's Contract Number:</b>	18-064
<b>Project:</b>	Adel East Annex Sanitary Utility Improvements		<b>Contract:</b> Bid Package No. 2 - Sanitary Sewer and Force Main
<b>Via (Engineer):</b>	McClure Engineering Company 1360 NW 121st Street, Clive, IA 50325		
<b>Engineer's Contract Number:</b>	20317006-01		

Application For Payment - Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
001	\$ 26,300.06	\$ -	
002	\$ 39,100.00	\$ -	
003	\$ -	\$ 30,785.45	
Totals:	\$ 65,400.06	\$ 30,785.45	
Net Change by Change Order:	\$	34,614.61	

1. Original Contract Price.....	\$	3,687,953.00
2. Net change by Change Orders.....	\$	34,614.61
3. Current Contract Price (Line 1 ± 2).....	\$	3,722,567.61
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	3,722,567.61
5. Retainage		
a. 0.0% X \$ 3,722,567.61 Work Completed.....	\$	-
b. 0.0% X \$ - Stored Material.....	\$	-
c. Total Retainage (Line 5a + Line 5b).....	\$	-
6. Amount Eligible to Date (Line 4 - Line 5c).....	\$	3,722,567.61
7. Less Previous Payments (Line 6 from prior Application).....	\$	3,536,439.23
8. Amount Due This Application.....	\$	186,128.38
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	-

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 

Date: 12/4/2019

Payment of:

\$186,128.38

(Line 8 or other - attach explanation of the other amount)

is recommended by:



(Engineer)

12-4-2019

(Date)

Payment of:

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)



# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract):	Bid Package No. 2 - Sanitary Sewer and Force Main						Application Number:		8 (EIGHT) FINAL				
Application Period:	11/1/2019		to	11/30/2019			Application Date:		12/4/2019				
A				B		C	D	E	F		G		
Item				Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item Number	Description												
BASE BID													
1	Mobilization			1.00	LS	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00		\$ 300,000.00	100.00%	\$ -
2	Clearing and Grubbing			13.69	AC	\$ 5,900.00	\$ 80,771.00	13.69	\$ 80,771.00		\$ 80,771.00	100.00%	\$ -
3	Topsoil, On-Site			21,130.00	CY	\$ 0.20	\$ 4,226.00	21,130.00	\$ 4,226.00		\$ 4,226.00	100.00%	\$ -
4	Trench Foundation			709.77	TON	\$ 30.00	\$ 21,293.10	709.77	\$ 21,293.10		\$ 21,293.10	100.00%	\$ -
5	Replacement of Unsuitable Backfill Materials			24.00	CY	\$ 8.00	\$ 192.00	24.00	\$ 192.00		\$ 192.00	100.00%	\$ -
6	Trench Compaction Testing			1.00	LS	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ 8,000.00	100.00%	\$ -
7	Granular Backfill, Type A			95.00	CY	\$ 16.00	\$ 1,520.00	95.00	\$ 1,520.00		\$ 1,520.00	100.00%	\$ -
8	Dewatering Excavation			1.00	LS	\$ 175,000.00	\$ 175,000.00	1.00	\$ 175,000.00		\$ 175,000.00	100.00%	\$ -
9	Bore/Receiving Shaft, Greater than 20 Feet Deep			6.00	EA	\$ 50,000.00	\$ 300,000.00	6.00	\$ 300,000.00		\$ 300,000.00	100.00%	\$ -
10	Sanitary Sewer Force Main, Trenchless, Casing w/ Casing End Seal, 30-in Diameter			426.00	LF	\$ 575.00	\$ 244,950.00	426.00	\$ 244,950.00		\$ 244,950.00	100.00%	\$ -
11	Sanitary Sewer Gravity Main, PVC, 16-in Diameter			1,587.00	LF	\$ 107.00	\$ 169,809.00	1,587.00	\$ 169,809.00		\$ 169,809.00	100.00%	\$ -
12	Sanitary Sewer Gravity Main, DIP, 16-in Diameter			1,104.00	LF	\$ 190.00	\$ 209,760.00	1,104.00	\$ 209,760.00	\$ -	\$ 209,760.00	100.00%	\$ -
13	Sanitary Sewer Gravity Main, PVC, 24-in Diameter			2,506.00	LF	\$ 115.00	\$ 288,190.00	2,506.00	\$ 288,190.00	\$ -	\$ 288,190.00	100.00%	\$ -
14	Sanitary Sewer Gravity Main, DIP, 24-in Diameter			2,053.00	LF	\$ 250.00	\$ 513,250.00	2,053.00	\$ 513,250.00	\$ -	\$ 513,250.00	100.00%	\$ -
15	Sanitary Sewer Gravity Main, Trenchless, RJ PVC, 24-in Diameter w/ Casing			120.00	LF	\$ 595.00	\$ 71,400.00	120.00	\$ 71,400.00		\$ 71,400.00	100.00%	\$ -
16	Sanitary Sewer Gravity Main, Trenchless, RJ DIP, 16-in Diameter w/ Casing			420.00	LF	\$ 410.00	\$ 172,200.00	420.00	\$ 172,200.00	\$ -	\$ 172,200.00	100.00%	\$ -
17	Sanitary Sewer Force Main, PVC, 8-in Diameter			4,300.00	LF	\$ 41.00	\$ 176,300.00	4,300.00	\$ 176,300.00	\$ -	\$ 176,300.00	100.00%	\$ -
18	Sanitary Sewer Force Main, PVC, 12-in Diameter			70.00	LF	\$ 108.00	\$ 7,560.00	70.00	\$ 7,560.00	\$ -	\$ 7,560.00	100.00%	\$ -
19	Sanitary Sewer Force Main, PVC, 16-in Diameter			401.00	LF	\$ 120.00	\$ 48,120.00	401.00	\$ 48,120.00	\$ -	\$ 48,120.00	100.00%	\$ -
20	Sanitary Sewer Force Main, DIP, 8-in Diameter			30.00	LF	\$ 20.00	\$ 600.00	30.00	\$ 600.00		\$ 600.00	100.00%	\$ -
21	Sanitary Sewer Force Main, DIP, 12-in Diameter			30.00	LF	\$ 30.00	\$ 900.00	30.00	\$ 900.00		\$ 900.00	100.00%	\$ -

A					B	C	D	E	F		G
Item		Bid Item Quantity		Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item Number	Description										
22	Sanitary Sewer Force Main, DIP, 16-in Diameter	20.00	LF	\$ 40.00	\$ 800.00	20.00	\$ 800.00		\$ 800.00	100.00%	\$ -
23	Sanitary Sewer Force Main, Trenchless, PVC, 8-in Diameter	426.00	LF	\$ 25.00	\$ 10,650.00	426.00	\$ 10,650.00		\$ 10,650.00	100.00%	\$ -
24	Sanitary Sewer Force Main, Trenchless, PVC, 12-in Diameter	426.00	LF	\$ 40.00	\$ 17,040.00	426.00	\$ 17,040.00		\$ 17,040.00	100.00%	\$ -
25	Sewage Air Release Valve, 2-in	2.00	EA	\$ 750.00	\$ 1,500.00	2.00	\$ 1,500.00		\$ 1,500.00	100.00%	\$ -
26	Tracer Station, Rhino Triview	6.00	EA	\$ 325.00	\$ 1,950.00	6.00	\$ 1,950.00		\$ 1,950.00	100.00%	\$ -
27	Post Construction CCTV Inspection of Sanitary Sewer	7,790.00	LF	\$ 2.00	\$ 15,580.00	7,790.00	\$ 15,580.00		\$ 15,580.00	100.00%	\$ -
28	Fittings, DIP	4,255.00	LB	\$ 8.50	\$ 36,167.50	4,255.00	\$ 36,167.50		\$ 36,167.50	100.00%	\$ -
29	Valve, Flange x Flange Plug, 8-in	1.00	EA	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	100.00%	\$ -
30	Valve, Flange x Flange Plug, 12-in	1.00	EA	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -
31	Valve, Flange x Flange Plug, 16-in	1.00	EA	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ 8,000.00	100.00%	\$ -
32	Manhole, Type SW-301, 48-in Diameter	26.00	EA	\$ 5,500.00	\$ 143,000.00	26.00	\$ 143,000.00		\$ 143,000.00	100.00%	\$ -
33	Force Main Junction Box, Concrete, 10-ft	1.00	EA	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00		\$ 75,000.00	100.00%	\$ -
34	Air Release Manhole, Concrete, 7-ft x 6-ft	1.00	EA	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00		\$ 60,000.00	100.00%	\$ -
35	Access Hatch, 36-in x 36-in	2.00	EA	\$ 2,000.00	\$ 4,000.00	2.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -
36	Access Hatch, 48-in x 48-in	1.00	EA	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ 3,000.00	100.00%	\$ -
37	Construct 24-in Drop Connection	1.00	EA	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ 15,000.00	100.00%	\$ -
38	Construct 16-in Drop Connection	1.00	EA	\$ 18,000.00	\$ 18,000.00	1.00	\$ 18,000.00		\$ 18,000.00	100.00%	\$ -
39	Connection to Existing Sanitary Manhole	1.00	EA	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00		\$ 20,000.00	100.00%	\$ -
40	Connection to Existing Manhole at	1.00	EA	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00		\$ 20,000.00	100.00%	\$ -
41	Manhole Marker	26.00	EA	\$ 100.00	\$ 2,600.00	26.00	\$ 2,600.00		\$ 2,600.00	100.00%	\$ -
42	Granular Surfacing	320.00	TON	\$ 40.00	\$ 12,800.00	320.00	\$ 12,800.00		\$ 12,800.00	100.00%	\$ -
43	Temporary Traffic Control	1.00	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -
44	Drain Tile Repair	39.00	EA	\$ 150.00	\$ 5,850.00	39.00	\$ 5,850.00		\$ 5,850.00	100.00%	\$ -
45	Seeding, Rural, Type 3	14.78	AC	\$ 1,150.00	\$ 16,997.00	14.78	\$ 16,997.00		\$ 16,997.00	100.00%	\$ -
46	Seeding, CRP, Switchgrass	0.70	AC	\$ 860.00	\$ 602.00	0.70	\$ 602.00		\$ 602.00	100.00%	\$ -
47	Seeding, CRP, Buffer	0.30	AC	\$ 860.00	\$ 258.00	0.30	\$ 258.00		\$ 258.00	100.00%	\$ -
48	Seeding, Temporary, Type 5	25.48	AC	\$ 910.00	\$ 23,186.80	25.48	\$ 23,186.80		\$ 23,186.80	100.00%	\$ -
49	Seeding, Wetland	3.20	AC	\$ 2,800.00	\$ 8,960.00	3.20	\$ 8,960.00		\$ 8,960.00	100.00%	\$ -
50	Stormwater Pollution Prevention Plan Preparation	1.00	LS	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100.00%	\$ -
51	Stormwater Pollution Prevention Plan Management	1.00	LS	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ 3,000.00	100.00%	\$ -
52	Temporary Rolled Erosion Control Products	865.00	SQ	\$ 7.60	\$ 6,574.00	865.00	\$ 6,574.00		\$ 6,574.00	100.00%	\$ -
53	Silt Fence or Silt Fence Ditch Check	8,002.00	LF	\$ 1.40	\$ 11,202.80	8,002.00	\$ 11,202.80		\$ 11,202.80	100.00%	\$ -
54	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	0.00	LF	\$ 0.05	\$ -	0.00	\$ -		\$ -	100.00%	\$ -
55	Silt Fence or Silt Fence Ditch Check, Removal of Device	8,002.00	LF	\$ 0.05	\$ 400.10	8,002.00	\$ 400.10		\$ 400.10	100.00%	\$ -



A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item Number	Description									
56	Construct Stabilized Construction Entrance	80.00	TON	\$ 35.00	\$ 2,800.00	80.00	\$ 2,800.00	\$ 2,800.00	100.00%	\$ -
57	Fencing, Remove and Replace	1,252.00	LF	\$ 15.00	\$ 18,780.00	1,252.00	\$ 18,780.00	\$ 18,780.00	100.00%	\$ -
58	Concrete Washout Pits	0.00	LS	\$ 500.00	\$ -	0.00	\$ -	\$ -	100.00%	\$ -
CO-002: 59	Storm Sewer Gravity Main, Trenched, RCP, Class III, 24-inch diameter	45.00	LF	\$ 115.00	\$ 5,175.00	45.00	\$ 5,175.00	\$ 5,175.00	100.00%	\$ -
CO-002: 60	Storm Sewer Gravity Main, Trenched, RCP, Class III, 30-inch diameter	30.00	LF	\$ 125.00	\$ 3,750.00	30.00	\$ 3,750.00	\$ 3,750.00	100.00%	\$ -
CO-002: 61	Storm Sewer Gravity Main, Trenched, RCP, Class III, 36-inch diameter	65.00	LF	\$ 145.00	\$ 9,425.00	65.00	\$ 9,425.00	\$ 9,425.00	100.00%	\$ -
CO-002: 62	Storm Sewer Apron, RCP, 24-inch diameter	2.00	EA	\$ 1,400.00	\$ 2,800.00	2.00	\$ 2,800.00	\$ 2,800.00	100.00%	\$ -
CO-002: 63	Storm Sewer Apron, RCP, 30-inch diameter	2.00	EA	\$ 1,525.00	\$ 3,050.00	2.00	\$ 3,050.00	\$ 3,050.00	100.00%	\$ -
CO-002: 64	Storm Sewer Apron, RCP, 36-inch diameter	2.00	EA	\$ 1,700.00	\$ 3,400.00	2.00	\$ 3,400.00	\$ 3,400.00	100.00%	\$ -
CO-002: 65	Check Dam, Rock	202.45	TN	\$ 115.00	\$ 23,281.75	202.45	\$ 23,281.75	\$ 23,281.75	100.00%	\$ -
CO-002: 66	Rip-Rap	20.55	TN	\$ 115.00	\$ 2,363.25	20.55	\$ 2,363.25	\$ 2,363.25	100.00%	\$ -
<b>BID ALTERNATE NO. 1 - EAGLE VISTA SANITARY SEWER</b>										
BA1-1	Mobilization	1.00	LS	\$ 80,000.00	\$ 80,000.00	1.00	\$ 80,000.00	\$ 80,000.00	100.00%	\$ -
BA1-2	Clearing and Grubbing	0.60	AC	\$ 7,500.00	\$ 4,500.00	0.60	\$ 4,500.00	\$ 4,500.00	100.00%	\$ -
BA1-3	Topsoil, On-Site	750.00	CY	\$ 0.10	\$ 75.00	750.00	\$ 75.00	\$ 75.00	100.00%	\$ -
BA1-4	Trench Foundation <del>100 TN @ \$30.00 / TN</del> <del>0 TN @ \$30 / TN (CO-001)</del>	-	TON	\$ 30.00	\$ -	0.00	\$ -	\$ -	100.00%	\$ -
BA1-5	Replacement of Unsuitable Backfill Materials	-	CY	\$ 8.00	\$ -	0.00	\$ -	\$ -	100.00%	\$ -
BA1-6	Trench Compaction Testing	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00	100.00%	\$ -
BA1-7	Dewatering Excavation	1.00	LS	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ 500.00	100.00%	\$ -
BA1-8	Sanitary Sewer Gravity Main, PVC, 12-in Diameter <del>910 LF @ \$91.00 / LF</del> <del>0 LF @ \$91.00 / LF (CO-001)</del>	6.00	LF	\$ 91.00	\$ 546.00	6.00	\$ 546.00	\$ 546.00	100.00%	\$ -
BA1-9	Sanitary Sewer Gravity Main, Trenchless, RJ PVC, 12-in Diameter w/Casing	120.00	LF	\$ 385.00	\$ 46,200.00	120.00	\$ 46,200.00	\$ 46,200.00	100.00%	\$ -
BA1-10	Post Construction CCTV Inspection of Sanitary Sewer	1,000.00	LF	\$ 2.00	\$ 2,000.00	1,000.00	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -
BA1-11	Manhole, Type SW-301, 48-in Diameter	4.00	EA	\$ 9,500.00	\$ 38,000.00	4.00	\$ 38,000.00	\$ 38,000.00	100.00%	\$ -
BA1-12	Connection to Existing Sanitary Manhole, Eagle Vista	1.00	EA	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	\$ 14,000.00	100.00%	\$ -
BA1-13	Manhole Marker	4.00	EA	\$ 100.00	\$ 400.00	4.00	\$ 400.00	\$ 400.00	100.00%	\$ -
BA1-14	Granular Surfacing <del>13 TN @ \$50.00</del> <del>0 TN @ \$50.00</del>	-	TON	\$ 50.00	\$ -	0.00	\$ -	\$ -	100.00%	\$ -

A					B	C	D	E	F		G
Item		Bid Item Quantity		Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item Number	Description										
BA1-15	Temporary Traffic Control	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100.00%	\$ -
BA1-16	Rural Seeding, Type 3	1.00	AC	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -
BA1-17	Temporary Rolled Erosion Control Products	-	SQ	\$ 7.60	\$ -	0.00	\$ -		\$ -	100.00%	\$ -
BA1-18	Silt Fence/Silt Fence Ditch Check	105.00	LF	\$ 1.40	\$ 147.00	105.00	\$ 147.00		\$ 147.00	100.00%	\$ -
BA1-19	Silt Fence/Silt Fence Ditch Check, Removal of Sediment	-	LF	\$ 0.05	\$ -	0.00	\$ -		\$ -	100.00%	\$ -
BA1-20	Silt Fence/Silt Fence Ditch Check, Removal of Device	105.00	LF	\$ 0.05	\$ 5.25	105.00	\$ 5.25		\$ 5.25	100.00%	\$ -
BA1-21	Construct Stabilized Construction Entrance	-	TON	\$ 35.00	\$ -	0.00	\$ -		\$ -	100.00%	\$ -
CO-001: BA1-22	Sanitary Sewer Gravity Main, Trenchless HDD, PVC, 12-in Diameter	874.00	LF	\$ 106.19	\$ 92,810.06	874.00	\$ 92,810.06		\$ 92,810.06	100.00%	\$ -
CO-001: BA1-23	Remove and Replace Water Main, PVC, SDR-21, 4-in Diameter	150.00	LF	\$ 64.00	\$ 9,600.00	150.00	\$ 9,600.00		\$ 9,600.00	100.00%	\$ -
CO-001: BA1-24	Connect to Existing Water Main	2.00	EA	\$ 2,300.00	\$ 4,600.00	2.00	\$ 4,600.00		\$ 4,600.00	100.00%	\$ -
CO-001: BA1-25	Remove and Replace Storm Sewer, RCP, 60-in Diameter	1.00	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -
CO-001: BA1-26	Storm Sewer Apron, RCP, 60-in Diameter	-	EA	\$ 1,750.00	\$ -	0.00	\$ -		\$ -	100.00%	\$ -
	Totals				\$ 3,722,567.61		\$ 3,722,567.61	\$ -	\$ 3,722,567.61	100.00%	\$ -



# Stored Material Summary

# Contractor's Application

For (Contract):	Bid Package No. 2 - Sanitary Sewer and Force Main						Application Number:	8 (EIGHT) FINAL		
Application Period:	11/1/2019 to 11/30/2019						Application Date:	12/4/2019		
A	B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
SUDAS 4010/ Item No. 12	Multiple	16" DIP Sanitary Sewer (American)	Site	Mar-2019	\$ 63,973.11	\$ -	\$ 63,973.11	Apr-2019	\$ 63,973.11	\$ -
SUDAS 4010/ Item No. 13	Multiple	24" PVC SDR-26 Pipe (Core & Main)	Site	Mar-2019	\$ 60,446.40	\$ -	\$ 60,446.40	Jun-2019	\$ 60,446.40	\$ -
SUDAS 4010/ Item No. 14	D5B8545-003	24" DIP Sanitary Sewer (American)	Site	Mar-2019	\$ 3,968.26	\$ -	\$ 3,968.26	May-2019	\$ 3,968.26	\$ -
SUDAS 3010/ Item No. 16	D5B8545-003	16" DIP Sanitary Sewer, Trenchless (American)	Site	Mar-2019	\$ 24,225.04	\$ -	\$ 24,225.04	Apr-2019	\$ 24,225.04	\$ -
SUDAS 4010/ Item No. 17	K101539	8" PVC SDR-18 Force Main (Core & Main)	Site	Mar-2019	\$ 10,864.00	\$ -	\$ 10,864.00	Jul-2019	\$ 10,864.00	\$ -
SUDAS 4010/ Item No. 18	K101539	10" PVC SDR-18 Force Main (Core & Main)	Site	Mar-2019	\$ 1,736.40	\$ -	\$ 1,736.40	Jul-2019	\$ 1,736.40	\$ -
SUDAS 4010/ Item No. 19	K101539	12" PVC SDR-18 Force Main (Core & Main)	Site	Mar-2019	\$ 7,116.00	\$ -	\$ 7,116.00	Jul-2019	\$ 7,116.00	\$ -
SUDAS 4010 / Item No. 14	2041015823	24" HOBAS Sanitary Sewer (Hobas Pipe USA)	Site	Apr-2019	\$ 76,978.50	\$ -	\$ 76,978.50	May-2019	\$ 76,978.50	\$ -
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		Totals			\$ 249,307.71	\$ -	\$ 249,307.71		\$ 249,307.71	\$ -

## Partial Pay Estimates Paid-to-Date

## Contractor's Application

<b>For (Contract):</b>	Adel East Annex Sanitary Utility Improvements Bid Package No. 2 - Sanitary Sewer and Force Main					<b>Application Number:</b>	8 (EIGHT) FINAL
						<b>Application Date:</b>	12/4/2019
<b>Application Period:</b>	From:	11/1/2019	To:	11/30/2019	<b>Contractor:</b>	Minger Construction Companies, Inc. 620 Corporate Drive, Jordan, MN 55352	

Original Contract Amount:	\$	3,687,953.00
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**Approved Change Orders:**

[illegible]

<b>Revised Contract Amount:</b>	<b>\$</b>	<b>3,724,167.61</b>
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### Pay Estimates Paid-to-Date

[illegible]

**Total Estimates Paid to Date:** \$ 3,536,439.23

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Total Construction Cost:	\$	3,536,439.23
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(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.

Date of Meeting: \_\_\_\_\_, 20\_\_

Time of Meeting: \_\_\_\_\_ o'clock \_\_.M.

Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

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

- Resolution accepting Bid Package No. 2 - Sanitary Sewer and Force Main

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

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

\_\_\_\_\_  
City Clerk, Adel, Iowa

\_\_\_\_\_, 20\_\_\_\_

The City Council of the City of Adel, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS", 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 following Resolution duly adopted:

#### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2018, the Mayor and Clerk of Adel, Iowa, entered into a construction contract with \_\_\_\_\_ of \_\_\_\_\_, for the construction of certain public improvements generally described as Bid Package No. 2 - Sanitary Sewer and Force Main; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on \_\_\_\_\_, 20\_\_:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$\_\_\_\_\_, as shown in the report of the Engineer.

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

## NOTICE OF ACCEPTABILITY OF WORK

---

**PROJECT:** East Annex Sanitary Utility Improvements, Bid Package No. 2 – Sanitary Sewer and Force Main

**OWNER:** City of Adel, Iowa

**CONTRACTOR:** Minger Construction Companies, Inc.

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:** East Annex Sanitary Utility Improvements, Bid Package No. 2 – Sanitary Sewer and Force Main

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:** December 11, 2018

**ENGINEER:** McClure Engineering Company

**NOTICE DATE:** December 4, 2019

---

**To:** City of Adel  
Owner

**And To:** Minger Construction Companies, Inc.  
Contractor

**From:** McClure Engineering Company  
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 October 22, 2018, and the following terms and conditions of this Notice:

### 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: Project Manager

Dated: December 4, 2019



***Minger Construction, Inc.***  
***General Contracting***

620 Corporate Drive  
Jordan, MN 55352

**PHONE: 952-368-9200**

**FAX: 952-368-9311**

December 4<sup>th</sup>, 2019

Minger Serial Letter No. 02

McClure Engineering Co  
1360 NW 121st STREET  
Clive, Iowa 50325

Attn: Alex Potter

Re: East Annex Sanitary Utility Improvements – Bid Package No. 2 – Sanitary Sewer and Force Main  
MEC Project Number – 20317006-01  
Warranty Letter

Alex

Minger acknowledges the warranty items included on the final punch list and will address any issues in the spring of 2020 once seeding has had an opportunity to grow. If any of the attached punch list items need to be addressed, Minger Construction will correct the work as necessary


Feel free to call me with any questions

Sincerely,


Aaron Hoefs  
Project Manager / Estimator  
612-418-7363  
aaronh@mingerconst.com



# PROJECT OUTSTANDING PUNCH LIST

Project:		Adel East Annex Sanitary Utility Improvements Bid Package No. 2 - Sanitary Sewer and Force Main		Project #:	20317006-01		
Contractor:		Minger Construction Co, Inc. Jordan, MN		Date Generated:	Tuesday, July 9, 2019		
Owner:		City of Adel, IA		Date of Last Update:	Wednesday, December 4, 2019		
Engineer:		McClure Engineering Co.					
		<b>Status Legend</b> A - Item Complete, Approved by Engineer V - Item Stated Complete, Engineer to Verify NC - Item Not Complete or In Progress ? - Question / Not Sure if a Punch List Item					
ITEM #	DATE ADDED	ADDED BY	DESCRIPTION	STATUS	COMMENTS	DATE APPROVED	APPROVED BY
W1	11/04/19	MEC (DLW)	Rock check dams installed per SUDAS 9040.	W	Monitor check dams for proper drainage energy dissipation. - Water has started to cut around the four (4) rock check dams installed between SMH-05 and SMH-07. - Water has started to cut around rock check dam installed between SMH-11 and SMH-12. Silting at storm sewer apron inlet shall be removed.		
W2	11/04/19	MEC (DLW)	Final grading per SUDAS 2010.	W	Monitor finish grading for settling and localized low spots. - Northwest side of SMH-08 at access road area. - SMH-10, SMH-11, SMH-22. - SMH-15, wet areas adjacent to crop line. - Low spot on access road between SMH-20 and SMH-21.		
W3	11/04/19	MEC (DLW)	Final seeding per SUDAS 9040.	W	Dormant seeding has been installed. - Installed seeding shall be monitored for Owner receiving full stand of grass, washout and non-growth areas to be re-seeded at Contractor expense. - Install additional erosion controls to protect installed seeding and maintain until establishment of site seeding.  Specific Items: - Repair grading and install Type 1 seeding at SMH-02. - Install additional erosion controls east of Prospect Avenue as noted in weekly SWPPP reports (multiple locations). - Remove mulch cover hay bale in ditch on west side of Prospect Avenue, south of creek/Lift Station. - Install additional erosion controls along creek bank, south of Junction Manhole near WAA/TP		

# PROJECT OUTSTANDING PUNCH LIST

Project:	Adel East Annex Sanitary Utility Improvements Bid Package No. 2 - Sanitary Sewer and Force Main			Project #:	20317006-01			
Contractor:	Minger Construction Co, Inc. Jordan, MN		<u>Status Legend</u> A - Item Complete, Approved by Engineer V - Item Stated Complete, Engineer to Verify NC - Item Not Complete or In Progress ? - Question / Not Sure if a Punch List Item	Date Generated:	Tuesday, July 9, 2019			
Owner:	City of Adel, IA			Date of Last Update:	Wednesday, December 4, 2019			
Engineer:	McClure Engineering Co.							
ITEM #	DATE ADDED	ADDED BY	DESCRIPTION	STATUS	COMMENTS	DATE APPROVED	APPROVED BY	
W4	11/04/19	MEC (DLW)	Repair/replace damage to existing culverts per SUDAS 4020.	W	Installed rip-rap has blocked inlets for various storm sewer culverts along sanitary sewer alignment. - Two (2) PVC culverts between SMH-16 and SMH-17 may be blocked/plugged. - PVC culvert between SMH-19 and SMH-20 may be blocked/plugged.			





1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229

[www.mecresults.com](http://www.mecresults.com)

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

December 4, 2019

City of Adel  
Mayor and City Council  
PO Box 248  
301 S. 10<sup>th</sup> Street  
Adel, IA 50003

RE: East Annex Sanitary Utility Improvements  
Bid Package #2 – Sanitary Sewer and Force Main  
MEC #20317006-01

Dear Council,

This letter is to certify that the East Annex Sanitary Utility Improvements, Bid Package No. 2 – Sanitary Sewer and Force Main project has been completed in substantial conformance to the plans and specifications by Minger Construction Companies, Inc.

McClure recommends acceptance of the public improvements and release of the retainage.

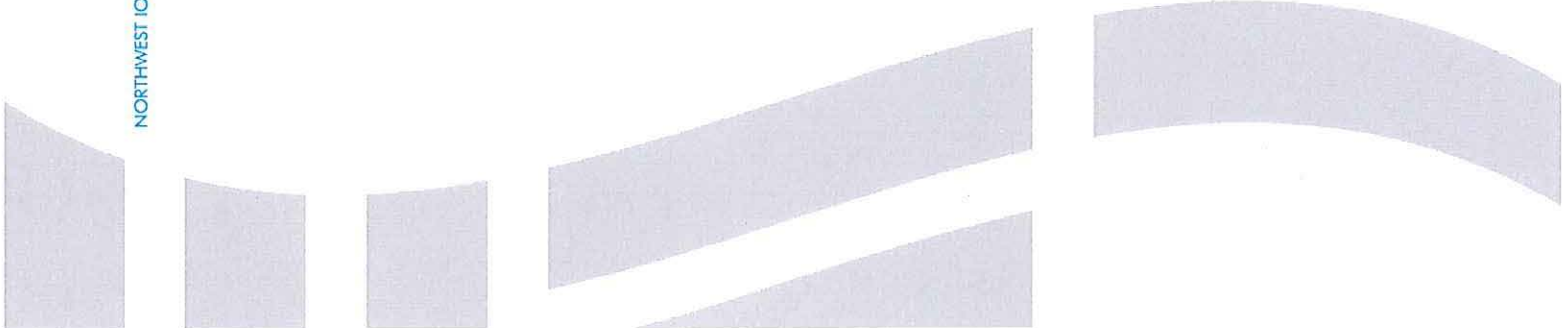
Engineer's Opinion of Probable Cost:	\$ 4,280,000.00
Awarded Project Cost:	\$ 3,687,953.00
Final Project Cost:	\$ 3,722,567.61

Please contact me with any questions.

Sincerely,

McCLURE ENGINEERING COMPANY

Alex Potter, P.E.  
Project Manager





# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No. 2276946

PROJECT: *(Name and address)*  
East Annex Sanitary Utility  
Improvements, Bid Package No. 2 -  
Sanitary Sewer and Force Main

ARCHITECT'S PROJECT NUMBER:  
  
CONTRACT FOR: Construction

OWNER: ☒  
ARCHITECT: ☒  
CONTRACTOR: ☒  
SURETY: ☒  
OTHER: ☒

TO OWNER: *(Name and address)*  
City of Adel  
301 S. 10th Street  
Adel, IA 50003

CONTRACT DATED: December 11, 2018

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Great American Insurance Company  
301 E. Fourth Street  
Cincinnati, OH 45202

on bond of  
*(Insert name and address of Contractor)*

Minger Construction Companies, Inc.  
620 Corporate Drive  
Jordan, MN 55352

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 02, 2019  
*(Insert in writing the month followed by the numeric date and year.)*

Great American Insurance Company

*(Surety)*

*(Signature of authorized representative)*

Attest:  
*(Seal)*

John E. Tauer, Attorney-in-Fact  
*(Printed name and title)*

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than ELEVEN

Bond No. 2276946

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
MELINDA C. BLODGETT R. C. BOWMAN R. SCOTT EGGINTON R.W. FRANK JOHN E. TAUER COLBY D. WHITE	TED JORGENSEN JOSHUA R. LOFTIS KURT C. LUNDBLAD BRIAN J. OESTREICH LIN ULVEN	ALL OF MINNEAPOLIS, MINNESOTA ALL \$100,000,000

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of SEPTEMBER, 2017  
Attest  
GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*Mark V Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 5th day of SEPTEMBER, 2017, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 03-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of December, 2019



*Atty L C B*  
Assistant Secretary



ORDINANCE NO. 347

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE SOUTHBRIDGE URBAN RENEWAL AREA, IN THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF ADEL, COUNTY OF DALLAS, ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTHBRIDGE URBAN RENEWAL AREA (**CRAMER & ASSOCIATES PROPERTY**)

WHEREAS, the City Council of the City of Adel, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 18-110 passed and approved on the 11<sup>th</sup> day of December, 2018, adopted the Southbridge Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Southbridge Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows ("**Cramer & Associates Property**"):

Lots 37-44 and Lots 49-55 and Street Lot D, Southbridge Plat 3, An Official Plat in the City of Adel, Dallas County, Iowa

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Adel, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Adel, State of Iowa, desires to provide for the division of revenue from taxation on the **Cramer & Associates Property** of the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. [Note: the **Cramer & Associates Property** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. If other parcels in the Area develop (increase in value) in the future, the City may adopt a separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

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

Section 1. That the taxes levied on the taxable property in the **Cramer & Associates Property** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Adel, County of Dallas, Adel-DeSoto-Minburn Community



School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **Cramer & Associates Property** of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Adel, State of Iowa, certifies to the County of Dallas County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Adel, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Adel, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the **Cramer & Associates Property** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **Cramer & Associates Property** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Cramer & Associates Property** of Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **Cramer & Associates Property** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Adel, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the **Cramer & Associates Property** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the **Cramer & Associates Property** of

the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the **Cramer & Associates Property** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 20\_\_

Read Second Time: \_\_\_\_\_, 20\_\_

Read Third Time: \_\_\_\_\_, 20\_\_

PASSED AND APPROVED: \_\_\_\_\_, 20\_\_.

I, \_\_\_\_\_, City Clerk of the City of Adel, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 20\_\_, signed by the Mayor on \_\_\_\_\_, 20\_\_, and published in the Dallas County News on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

01645251-1\10113-085



ORDINANCE CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

1. I certify that Ordinance Number \_\_\_\_\_, of which a true copy is attached, was duly adopted by the City Council of the City of Adel, State of Iowa, signed by the Mayor and published as required by law and is now in effect. I further certify that the consideration(s) and votes taken for the enactment of the Ordinance were as follows:

- a. First consideration - Date: \_\_\_\_\_  
Vote: In favor \_\_\_\_\_, Opposed \_\_\_\_\_,  
Absent or Abstain \_\_\_\_\_.
- b. Second consideration - Date: \_\_\_\_\_  
Vote: In favor \_\_\_\_\_, Opposed \_\_\_\_\_,  
Absent or Abstain \_\_\_\_\_.
- c. Final Consideration - Date: \_\_\_\_\_  
Vote: In favor \_\_\_\_\_, Opposed \_\_\_\_\_,  
Absent or Abstain \_\_\_\_\_.
- d. Publication Date: \_\_\_\_\_.

2. The Ordinance was not considered on any date after its first consideration as shown above when it did not receive an affirmative vote for passage.

3. On the date of \_\_\_\_\_, \_\_\_\_\_, the City Council adopted a motion for the suspension of the rule requiring separate consideration at three meetings and voted the final adoption of the Ordinance. The vote for suspension of the rules was by three-fourths of the full City Council, voting \_\_\_\_\_ in favor, \_\_\_\_\_ opposed and \_\_\_\_\_ absent, vacant or abstaining and was duly recorded.

4. I further certify that each meeting for the consideration of the Ordinance was duly and publicly held, with a notice of the meeting and tentative agenda naming the consideration of the Ordinance timely posted and upon reasonable advance notice to the media as required by the Chapter 21 of the Code of Iowa and rules of the Council then governing.

5. 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 City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

**(Attach Affidavit of Publication to this Certificate  
and send Certificate and Affidavit to Ahlers & Cooney, P.C.)**

01647574-1\10113-085

ORIGINAL

CITY CLERK'S CERTIFICATION TO COUNTY AUDITOR

I hereby certify that attached hereto is a true and correct copy of the Tax Increment Ordinance approved by the City Council of the City of Adel, State of Iowa, designated as Ordinance Number \_\_\_\_\_, entitled:

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE SOUTHBRIDGE URBAN RENEWAL AREA, IN THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF ADEL, COUNTY OF DALLAS, ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTHBRIDGE URBAN RENEWAL AREA (**CRAMER & ASSOCIATES PROPERTY**)

approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and duly published on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the original of which is on file in the records of the undersigned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the City of Adel

(CITY SEAL)

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COUNTY AUDITOR'S CERTIFICATE

I, \_\_\_\_\_, County Auditor of Dallas County, Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a copy of the Tax Increment Ordinance of the City of Adel, State of Iowa, Ordinance Number \_\_\_\_\_, approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, all duly certified upon the form attached above.

\_\_\_\_\_  
County Auditor of Dallas County, Iowa

(COUNTY SEAL)

01647576-1\10113-085



**ORIGINAL**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

December 10, 2019

6:00 P.M.

Southbridge Urban Renewal Plan

- Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between the City of Adel and Cramer and Associates, Inc.

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.

December 10, 2019

The City Council of the City of Adel in the 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: \_\_\_\_\_

\* \* \* \* \*

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

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF ADEL AND CRAMER AND ASSOCIATES, INC.", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at this place.

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

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.



RESOLUTION NO. 19-119

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A FIRST AMENDMENT TO THE  
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND  
BETWEEN THE CITY OF ADEL AND CRAMER AND  
ASSOCIATES, INC.

WHEREAS, by Resolution No. 18-110, adopted December 11, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Southbridge Urban Renewal Plan (the "Plan") for the Southbridge Urban Renewal Area (the "Urban Renewal Area") described therein, which Plan, as amended by Amendment No. 1 adopted August 13, 2019, is on file in the office of the Recorder of Dallas County; and

WHEREAS, it is desirable that properties within the Urban Renewal Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City of Adel, Iowa ("City") and Cramer and Associates, Inc. (the "Developer") previously entered into an Agreement for Private Development dated September 10, 2019 ("Original Agreement") for the development of certain real property located within the Urban Renewal Area (the "Development Property"); and

WHEREAS, pursuant to the Original Agreement, the Developer is obligated to cause certain Infrastructure Improvements and Commercial Improvements to be constructed on the Development Property, and in consideration of Developer's obligations, the City agreed to provide certain incentives to Developer; and

WHEREAS, the Development Property has been newly platted since the execution of the Original Agreement and the parties desire to amend the Original Agreement pursuant to a proposed First Amendment to the Original Agreement (the "First Amendment") to update the legal description of the Development Property; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the First Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Original Agreement, as amended, and the First Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account the factors set forth therein.

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

Section 1. That the performance by the City of its obligations under Original Agreement, as amended by the First Amendment, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the First Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the First Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the First Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the First Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

PASSED AND APPROVED this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)



ORIGINAL

COUNTY RECORDER'S CERTIFICATE

I, \_\_\_\_\_, County Recorder of Dallas County in the State of Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a copy of a First Amendment to the Agreement for Private Development dated \_\_\_\_\_, 2019, by and between the City of Adel in the State of Iowa, and Cramer and Associates, Inc., approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, all duly certified, for recording and the same is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the records in my office.

\_\_\_\_\_  
County Recorder of Dallas County in the State of  
Iowa

(COUNTY SEAL)  
01657023-1\10113-109

ORIGINAL

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**Type of Document:** FIRST AMENDMENT TO AGREEMENT FOR PRIVATE  
DEVELOPMENT BETWEEN THE CITY OF ADEL AND  
CRAMER AND ASSOCIATES, INC.

**Return Document to:** Anthony Brown  
City of Adel  
301 S. 10<sup>th</sup> St.  
Adel, IA 50003

**Preparer Information:** Nathan J. Overberg  
Ahlers & Cooney, P.C.  
100 Court Ave., Ste. #600  
Des Moines, IA 50309  
(515) 243-7611

**Taxpayer Information:** N/A

GRANTORS: N/A

GRANTEES: N/A

**LEGAL DESCRIPTION:** Lots 37-44 and Lots 49-55 and Street Lot D, Southbridge  
Plat 3, An Official Plat in the City of Adel, Dallas County,  
Iowa

01657024-1\10113-109

FIRST AMENDMENT  
TO THE  
AGREEMENT FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
THE CITY OF ADEL, IOWA  
AND  
CRAMER AND ASSOCIATES, INC.

THIS FIRST AMENDMENT ("Amendment") to that certain Agreement for Private Development by and between the CITY OF ADEL, IOWA ("City"), and CRAMER AND ASSOCIATES, INC., an Iowa corporation ("Developer"), dated September 10, 2019 ("Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded a Memorandum of the Agreement in Book 2019 at Page 18149 in the records of the Recorder of Dallas County, Iowa; and

WHEREAS, pursuant to the Agreement, the Developer agreed to cause commercial development to occur on certain real property located within the City's Southbridge Urban Renewal Area, which property was referred to in the Agreement as the "Development Property," and further agreed to construct certain Infrastructure Improvements within the Urban Renewal Area to support the commercial development; and

WHEREAS, since the execution of the Agreement, the Developer has caused the Development Property to be platted as described in Southbridge Plat 3, which has been accepted by Dallas County, Iowa as an official plat; and

WHEREAS, the City and the Developer desire to amend the legal description of the Development Property in the Agreement to reflect the current legal description for the land, as created through the platting process.

NOW THEREFORE, it is agreed by the parties:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.

2. Development Property. Exhibit A of the Agreement, containing the legal description for the Development Property, is hereby replaced in its entirety with the Exhibit A attached hereto and made a part hereof; and "Development Property" as used throughout the Agreement shall now mean the property described in Exhibit A attached hereto.



3. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*

(SEAL)

CITY OF ADEL, IOWA

By: \_\_\_\_\_  
James F. Peters, Mayor

ATTEST:

By: \_\_\_\_\_  
Angela Leopard, City Clerk

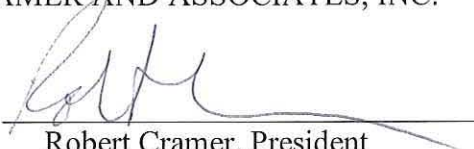
STATE OF IOWA                    )  
  ) SS  
COUNTY OF DALLAS         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared James F. Peters and Angela Leopard, 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 in and for the State of Iowa


*[Signature page to First Amendment – City of Adel]*

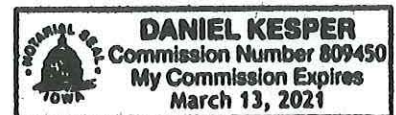
CRAMER AND ASSOCIATES, INC.

By:   
Robert Cramer, President

STATE OF IOWA           )  
                                      ) SS  
COUNTY OF DALLAS    )

On this 3<sup>rd</sup> day of December, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Robert Cramer, to me personally known, who, being by me duly sworn, did say that he is the President of Cramer and Associates, Inc., and that said instrument was signed on behalf of said corporation; and that the said Robert Cramer as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



*[Signature page to First Amendment – Cramer and Associates, Inc.]*



**EXHIBIT A (AMENDED)**  
**DEVELOPMENT PROPERTY**

Following execution of this Amendment to the Agreement, the Development Property is legally described as follows:

Lots 37-44 and Lots 49-55 and Street Lot D, Southbridge Plat 3, An Official Plat in the City of Adel, Dallas County, Iowa

01654565-1\10113-109

**Resolution No. 19-20**

**A RESOLUTION APPROVING BUDGET TRANSFERS RECOMMENDED BY  
THE CITY'S BUDGET COMMITTEE**

**WHEREAS**, on August 22, 2018, the City of Adel Budget Committee recommended certain budget transfers identified in Exhibit A; and

**WHEREAS**, City staff has prepared the transfers identified in Exhibit A to be considered for approval and recommend the same.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA** that the proposed transfers identified in Exhibit A be approved and authorize staff to complete said transfers.

Passed and approved this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
James F. Peters, Mayor

Attest: \_\_\_\_\_  
Angela Leopard, City Clerk





CITY OF ADEL  
MONTH TO DATE TREASURERS REPORT  
AS OF: NOVEMBER 30TH, 2019

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	1,061,268.17	34,048.66	187,077.90	0.00	908,238.93	0.00	908,238.93
SPECIAL RESERVE TRANSFER	482,543.11	4.59	0.00	0.00	482,547.70	0.00	482,547.70
ROAD USE TAX	404,389.57	40,390.79	40,705.72 (	294.35)	403,780.29	0.00	403,780.29
TRUST AND AGENCY	482,169.50	12,870.42	33,802.99	0.00	461,236.93	0.00	461,236.93
HOTEL-MOTEL TAX	311.53	0.00	0.00	0.00	311.53	0.00	311.53
TIF	314,320.44	6,394.23	0.00	0.00	320,714.67	0.00	320,714.67
2010 BRICK ST SPEC ASSES	21,134.73	0.00	0.00	0.00	21,134.73	0.00	21,134.73
2002 ST/UTIL-SPEC ASSESS	28,424.00	0.00	0.00	0.00	28,424.00	0.00	28,424.00
2017 BRICK ST SPEC ASSESS	138,625.69	557.00	0.00	0.00	139,182.69	0.00	139,182.69
DEBT SERVICE	247,874.35	2,823.93	111,790.69	0.00	138,907.59	0.00	138,907.59
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
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	62,605.31	0.00	0.00	0.00	62,605.31	0.00	62,605.31
CAPITAL IMPROV-PARKS	2,660.57	0.00	0.00	0.00	2,660.57	0.00	2,660.57
LOST FUNDS - AQUATIC CEN	949,201.19	112,086.27	0.00	0.00	1,061,287.46	0.00	1,061,287.46
WATER UTIL IMPROV P1	( 42,089.78)	283,280.23	294,132.43	0.00 (	52,941.98)	0.00 (	52,941.98)
NEW WATER TREATMENT PLANT	0.00	985,689.02	986,369.02	0.00 (	680.00)	0.00 (	680.00)
NEW WASTEWTR TRTMNT PLNT	( 873,143.56)	0.00	85,373.20	0.00 (	958,516.76)	0.00 (	958,516.76)
EAST ANNEX SAN UTIL EXT	0.00	181,916.04	181,916.04	0.00	0.00	0.00	0.00
ADEL HWY 169 IMPROV	( 44,812.67)	0.00	0.00	0.00 (	44,812.67)	0.00 (	44,812.67)
2018 ADEL STREET RESURF	( 50,840.72)	0.00	0.00	0.00 (	50,840.72)	0.00 (	50,840.72)
2019 FLOOD	( 20,961.81)	0.00	1,266.00	0.00 (	22,227.81)	0.00 (	22,227.81)
WATER UTILITY	1,729,545.78	118,636.75	59,890.03 (	1,553.59)	1,786,738.91	0.00	1,786,738.91
SEWER UTILITY FUND	1,664,061.77	93,316.91	76,052.24 (	1,187.46)	1,680,138.98	0.00	1,680,138.98
STORM WATER UTILITY	439,951.81	27,664.90	19,839.03 (	103.18)	447,674.50	0.00	447,674.50
GARBAGE/RECYCLING UTILITY	102,910.39	33,013.93	32,273.82	0.00	103,650.50	0.00	103,650.50
OAKDALE PRIDE	156.24	0.00	0.00	0.00	156.24	0.00	156.24
FRIENDS/FOUNDATION	22,063.18	0.00	1,297.30	0.00	20,765.88	0.00	20,765.88
HISTORIC PRES PLAQUES	90.05	0.00	0.00	0.00	90.05	0.00	90.05
HOLIDAY LIGHTS	7,128.65	0.00	1,380.00	0.00	5,748.65	0.00	5,748.65
NILE KINNICK ADDITION	18,139.50	0.00	0.00	0.00	18,139.50	0.00	18,139.50
GRAND TOTAL	7,389,022.50	1,932,693.67	2,113,166.41 (	3,138.58)	7,205,411.18	0.00	7,205,411.18

\*\*\* END OF REPORT \*\*\*

	BALANCE 11-1-19	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	ACCOUNTS PAYABLE	BALANCE 11-30-19
<b>General Funds</b>							
General	1,061,439.35	33,899.06	149.60	187,077.90			908,410.11
SPEC RESERVE	482,543.11	4.59					482,547.70
Emergency Levy	34,173.75	320.43					34,494.18
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	2,510.61						2,510.61
Refunds	28,307.08						28,307.08
CP - Fire Equipment Upgrade	0.00						0.00
CP - Capital Improvement Park	2,660.57						2,660.57
CP - Industrial Park	62,605.31						62,605.31
Donations - Rec	700.00						700.00
Hotel-Motel Tax	311.53						311.53
Oakdale Pride	156.24						156.24
Friends/Foundation	22,063.18			1,297.30			20,765.88
Historic Pres Plaques	90.05						90.05
Holiday Lights	7,128.65			1,380.00			5,748.65
Nile Kinnick Addition	18,139.50						18,139.50
Total	1,732,761.22	34,224.08	149.60	189,755.20	-	-	1,577,379.70
<b>Special Revenue Funds</b>							
Road Use Tax	404,389.57	40,390.79		40,705.72		(294.35)	403,780.29
Urban Renewal Tax Increment	314,320.44	6,394.23					320,714.67
Employee Benefits/HRA	230,063.68	4,213.43		31,191.11			203,086.00
LOST FUNDS	949,201.19	112,086.27					1,061,287.46
Library Memorial	7,868.59	3,624.74		1,511.88			9,981.45
Police DARE	430.48	50.00					480.48
Historical Museum	16.00						16.00
POLICE FORFEITURE FUND	236.20						236.20
Total	1,906,526.15	166,759.46	-	73,408.71	-	(294.35)	1,999,582.55
<b>Capital Project Funds</b>							
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	28,424.00						28,424.00
2010 Brick St Spec Assess	21,134.73						21,134.73
2017 Brick St Spec Assess	138,625.69	557.00					139,182.69
Adel Hwy 169 Improv	(44,812.67)						(44,812.67)
2018 Adel Street Resurf	(50,840.72)						(50,840.72)
2019 Flood	(20,961.81)			1,266.00			(22,227.81)
Total	53,042.76	557.00	-	1,266.00	-	-	52,333.76
<b>Debt Service Fund</b>							
Debt Service-Property Tax	247,874.35	2,823.93		111,790.69			138,907.59
	247,874.35	2,823.93	-	111,790.69	-	-	138,907.59
<b>Internal Service Funds</b>							
Flex Plan	2,302.76	663.66					2,966.42
CP - Building Maintenance	41,840.51						41,840.51
	44,143.27	663.66	-	-	-	-	44,806.93
<b>Enterprise Funds</b>							
Water	171,187.69	62,027.00		48,921.28		(1,553.59)	182,739.82
Sinking Bond & Interest	28,797.14	7,286.46		10,968.75			25,114.85
Improvement	880,905.89	3,223.70					884,129.59
Bond Reserve	87,237.50						87,237.50
CWI	561,962.18	46,099.59					608,061.77
Water Deposits	165,181.88	3,998.16		1,100.00			168,080.04
CP - New Water Treatment Plant		986,369.02					(600.00)
CP - Water Utility Improvements - Phase 1	(42,089.78)	283,280.23		294,132.43			(52,941.98)
Sewer	338,152.61	52,223.00		57,612.13	149.60	(1,187.46)	331,426.42
USDA #1 Bond Reserve	7,413.00	353.00					7,766.00
USDA #1 Short Lived Asset Reserve	23,333.44	833.34					24,166.78
Improvement	892,215.91	9,390.22					901,606.13
CSI	402,679.59	30,517.35		18,290.51			414,906.43
CP - Sewer Upgrades	167,079.43						167,079.43
CP - East Annex Sanitary Utility Extension	(0.00)	181,916.04		181,916.04			(0.00)
CP - New Wastewater Treatment Plant	(873,143.56)			85,373.20			(958,516.76)
Storm Water	247,170.30	13,596.62		14,884.03		(103.18)	245,779.71
USDA #2 Bond Reserve	5,456.00	496.00					5,952.00
USDA #2 Short Lived Asset Reserve	2,000.00	125.00					2,125.00
CSWI	185,329.19	13,447.28		4,955.00			193,821.47
CP - Storm Water Upgrade	50,902.03						50,902.03
CP - Stormwater Utility Improvements - Phase 1	(0.00)						(0.00)
Garbage / Recycling	102,904.31	33,013.93		32,273.82			103,644.42
	3,404,674.75	1,727,515.94	-	1,736,796.21	149.60	(2,844.23)	3,392,400.65
Total	7,389,022.50	1,932,544.07	149.60	2,113,016.81	149.60	(3,138.58)	7,205,411.18
<b>CASH</b>							
Certificate of Deposit - RVB	100,000.00						
Peoples Bank Balance	4,975,107.54						
Peoples Bank - Merchant Account	2,127.70						
Peoples Bank - Storm Water Project							
Peoples Bank - Water Util Improv	1,268,964.25						
Peoples Bank - East Sewer Ext	181,911.04						
Peoples Bank - WWTP							
Wells Fargo Balance	398,721.86						
IPAT	378,238.13						
Total CIB	7,303,070.52	Outstanding (97,659.34)		Total 7,205,411.18			

Note: The \$3,138.58 in the accounts payable column is the total of employee taxes & deductions for the comp payout dated 10/31/19. These taxes & deductions were submitted to the appropriate parties in November.