



**ADEL CITY COUNCIL AGENDA**  
*Tuesday, August 18, 2020 at 6:00 p.m.*

**Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council will be conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting by the following methods:**

- 1. Join by videoconference: <https://bit.ly/3kBGtob>**
- 2. Join by phone: (515) 478-3549  
Conference ID: 737 758 418#**

**PUBLIC HEARING**

1. Proposal to Convey Real Property to Elmwood Real Estate, LLC (i.e., sale of City land in Kinnick Feller Park to Restoration Harmony) – *Hearing continued from August 11, 2020 council meeting*

**COMMENTS FROM THE PUBLIC**

**NEW BUSINESS**

- a) Consider Approval of Resolution No. 20-71, Approving and Authorizing the Conveyance of Real Property to Elmwood Real Estate, LLC
- b) Consider Approval of Resolution No. 20-78, Approving Preliminary Plat for Westwood Oaks Plat 3

**OTHER BUSINESS**

**ADJOURNMENT**



## **ADEL CITY COUNCIL AGENDA**

*Tuesday, August 18, 2020 at 6:00 p.m.*

**Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council will be conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting by the following methods:**

**1. Join by videoconference: <https://bit.ly/3kBGtob>**

**2. Join by phone: (515) 478-3549  
Conference ID: 737 758 418#**

### **PUBLIC HEARING**

1. Proposal to Convey Real Property to Elmwood Real Estate, LLC (i.e., sale of City land in Kinnick Feller Park to Restoration Harmony) – *Hearing continued from August 11, 2020 council meeting*

This public hearing, which began at the August 11 council meeting, considers a purchase agreement for the proposed sale of City land in Kinnick Feller Park to Elmwood Real Estate, LLC (i.e., Dave and Angela Schrad of Restoration Harmony). The land is located under and around their building at 1015 Riverside Drive. The purchase price is \$22,000 based on a City-obtained appraisal. The purchase agreement, which considers several protections and easements to preserve the park atmosphere, is included under the relevant New Business item in the packet.

Previous written comments were received from five property owners (see council packet). The August 11 council meeting recording, which includes the hearing's initial verbal comments, is available here: <https://youtu.be/FoLWmUhSKzw>

As a general history, the City has owned the land underneath this building for many years. Previous building owners worked with the City on a land lease agreement with a nominal annual lease payment. When the Schrads purchased the 1015 Riverside Drive building, the council approved a land lease agreement in March 2018. However, the motion asked for a development agreement by the end of 2018 to address the potential building improvements that the Schrads envisioned.

Later in 2018, the Schrads expressed interest in purchasing the land underneath the building instead of leasing it. The Schrads noted that it had been challenging for them to obtain lending for building improvements since they did not own the land. The Schrads also noted that, from an insurance standpoint, it would be difficult to repair or rebuild if a catastrophe occurred without owning the land.

In January 2019, the Schrads attended the Parks & Recreation Board meeting to discuss potential options for the sale of the land underneath and around Restoration Harmony. The Board voted 5-1 to recommend

selling the land immediately underneath the building and for the council to negotiate terms to sell some of the adjacent parkland to the west.

Throughout the summer of 2019, the Schrads agreed in principal to pay for the costs of the necessary survey work and the appraisal to move forward with the potential sale. City staff, City Attorney Kristine Stone, and McClure Engineering worked with the Schrads to develop a draft concept of the survey area. The Schrads stated that this area (which is reflected in the final Plat of Survey) would be the most compliant with an eventual C-2 zoning (i.e., Business & Neighborhood Commercial District), would maximize the insurability of the building, and would provide the ability to continue improving the property and building.

In September 2019, the Parks & Recreation Board reconsidered this item related to the specific area identified. The Board, which had two different members than in January 2019, voted unanimously to recommend only selling the land underneath the building.

The following evening in September 2019, the council discussed the proposal with the Schrads and considered the Board's recommendation. The council voted unanimously to request a map from the Schrads showing the minimum land necessary to satisfy City Code and insurability issues. The motion also asked that the surrounding neighbors be notified through various media and requested comments about the proposed actions, which would be considered at the October 2019 council meeting.

At the October 2019 council meeting, the council received verbal comments from the Schrads along with two property owners. The council also discussed implementing restrictions to protect the City. The council voted unanimously to order the survey and appraisal and to begin developing language on a purchase agreement.

At the December 2019 council meeting, the council received written and verbal comments from adjacent property owners regarding their concerns about this proposed sale.

At the February 2020 council meeting, the council received a brief update from City staff. The Plat of Survey had been developed (along with a sanitary sewer easement), which would be utilized during the appraisal process. The appraisal was ordered in February 2020 and was completed in March 2020.

Using the Plat of Survey and the appraisal, City staff worked with Ahlers & Cooney to develop the draft purchase agreement in May and June 2020. The interested parties met virtually and corresponded throughout June and into early July 2020 to finalize the draft purchase agreement.

At the July 2020 council meeting, the council discussed the draft purchase agreement and voted unanimously to set a public hearing for the August meeting.

## **COMMENTS FROM THE PUBLIC**

### **NEW BUSINESS**

- a) Consider Approval of Resolution No. 20-71, Approving and Authorizing the Conveyance of Real Property to Elmwood Real Estate, LLC

This resolution considers a purchase agreement for the proposed sale of City land in Kinnick Feller park to Elmwood Real Estate, LLC (i.e., Dave and Angela Schrad of Restoration Harmony). The public hearing for this item was held at the August 11 council meeting and continued at the August 18 meeting. The land is located under and around their building at 1015 Riverside Drive. The purchase price is \$22,000, which is based on a City-obtained appraisal.

The purchase agreement has several protections for the City, including a right of first refusal, provisions about fences and trees, and several easements. The protections attempt to preserve the atmosphere of the park. If approved, the closing would occur on or before September 15.

After this process has been completed, the City would work to rezone the property as C-2 (Business & Neighborhood Commercial) to reflect the current and proposed uses. Action by the Board of Adjustment may be necessary for some uses. City staff is recommending approval.

b) Consider Approval of Resolution No. 20-78, Approving Preliminary Plat for Westwood Oaks Plat 3

This resolution considers approval of the preliminary plat for Westwood Oaks Plat 3, a 13-lot subdivision southeast of the City's limits along R-16 in Dallas County. Because the plat is within the City's two-mile radius, council approval is required. The development has been reviewed by City staff and McClure Engineering. The City's Planning & Zoning Commission recommended approval at its August 12 meeting. City staff is recommending approval.

## **OTHER BUSINESS**

## **ADJOURNMENT**

*Please Note: The Adel City Council opened this hearing on Tuesday, August 11, 2020 at 6:00 p.m. but did not close it. The hearing is scheduled to continue at the August 18, 2020 council meeting at 6:00 p.m. using the electronic participation on the agenda (i.e., page one).*

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF ADEL IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO CONVEY REAL  
PROPERTY TO ELMWOOD REAL ESTATE, LLC, AND THE  
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Adel in the State of Iowa, will hold a public hearing at its meeting on August 11, 2020, at 6:00 P.M., at which meeting the Council proposes to take action on the proposal to convey certain real property to Elmwood Real Estate, LLC (the "Buyer") under the terms of a proposed purchase agreement (the "Agreement"), which property is legally described as follows:

BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE 86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

Due to public health concerns related to COVID-19, this meeting of the City Council may have an in-person attendance option, or may only be conducted electronically, pursuant to Iowa Code Section 21.8, if holding the meeting in person is impossible or impractical. The public may access the meeting electronically in the manners specified below:

Videoconference: <https://bit.ly/2WH3StM> *As a reminder, please see the note above about this hearing, as the electronic participation details are listed on the August 18, 2020 meeting agenda (i.e., page one).*

Phone: (515) 478-3549  
Conference ID: 618 124 794#

Pursuant to the terms of the Agreement, the City would sell the above-described Property to the Buyer for \$22,000, subject to terms and conditions set forth in the Agreement, including but not limited to: (i) a right of first refusal held by the City, (ii) use restrictions prohibiting Buyer from using the Property in a manner that alters the feel of the Kinnick Feller Riverside Park, including that Buyer shall not erect any fence on the Property or remove trees from the

Property without the City's consent, and (iii) certain easements for a sanitary sewer line, an encroaching fence, and the access of adjacent property owners to Kinnick Feller Riverside Park.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed Agreement. After the public hearing, the Council may make a final determination to accept or reject the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement until a subsequent meeting.

Please check the posted agenda in advance of the August 11, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the City Clerk's office at (515) 993-4525 or [aleopard@adeliowa.org](mailto:aleopard@adeliowa.org) if you have questions about the format of the meeting or to request a copy of the Agreement.

This notice is given by order of the City Council of the City of Adel in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 31<sup>st</sup> day of July, 2020.

Angela Leopard  
City Clerk, City of Adel in the State of Iowa

(End of Notice)

# Regarding - Harmony Bldg.

FOUR POINTS  
BY SHERATON

- 1) Will business abide park hours?
  - 2) Liquor license go to lot lines?
  - 3) Why not go East?
  - 4) respect noise ordinance?
  - 5) Cabins? B+B? Are people staying there?
  - 6) Zoning?
  - 7) Park Board support?
  - 8) mowing + snow removal? who pays?
  - 9) Can they sell building + not land?
  - 10) Restrict signage + lights? neon?
  - 11) Can they sublet?
  - 12) How much pd for expenses, so far?
  - 13) Liability outside?
  - 14) Flood plain? Flood Ins?
  - 15) Kitchen grease trap?
  - 16) Trees? Can they add on/build up?
  - 17) Animals?
- to: Adel City Leaders.

from: Cathy Jorgensen.

I have no wifi, sorry.



Council Members,

I have been trying to sort through all the different pages of meetings, which bring up more questions and concerns.

First of all, the Schrad's knew or should have known what they were buying into from the very beginning. This is the same thing everyone else had to deal with and no surprises.

Second, if the Schrad's proposed other options in the beginning that didn't involve ever having to worry about removal of 200-300 year old trees, why wouldn't we have tried harder to work that direction? Sounds like there could have been a win win in there somewhere.

Here's some more thought for consideration. It was mentioned that the ground was needed to be able to insure and be able to get funding for improvements. This is not totally correct. Insurance is the easy part, although funding can be a little more difficult, a company or business can get building improvement loans even in this situation.

It was mentioned that others can't bid on or purchase the land because one person could end up owning the land and another would have the building. Well you are stepping it to just that. While purchasing under contract the deed is held in another name, thus selling the land would put it in the hands of a Nebraska real estate company and the building deed is still held by Park Place Catering. That could create a possible problem if something went astray with the contract and that would then be what we were told wasn't allowed.

Now let's look at the appraisal. Why are we looking at Perry, Ia? We know the values there wouldn't be as high as Adel for various reasons and one being the farther away from the metro you are, the less your property will bring. Then why are we using the fairgrounds purchase from 3 years ago? They got a break because they had been dealing with Earl for years and are a nonprofit. They also don't have city sewer and water, or other services. County ground runs cheaper the city for that and other reasons. The other lot that was used, has no trees, or much of anything to bring it value and you have the concern of what all was left behind from Farm Service. Then if we look at a couple of recent sales, not far from the park, on and near Prairie. One with water and sewer at the curb went for \$3.78 a sq. ft. The other had to have sewer and water bored down the block and still got \$2.86 a sq. ft. So I don't see how \$22,000 is a fair price. Sounds more like someone went out of their way to find and compare low value properties.

So at this point I would like to think enough of you would do the right thing and vote no at this time. If not that, at least postpone it and put together a special committee to work out a better plan for all of the community, now and in the future.

Next are some concerns with the easements. The memorial tree and plaque should be addressed separate with its own wording that would protect it forever. If not, that would be like taking out someone's grave stone to make room for a water closet.

I would also like to point out the city signed off on the fence several years ago, so that I wouldn't have to move all the plantings that were planted along the original fence. They didn't even know until I pointed it out to them it was off the line. So with that said, I would like the wording changed that they can't come in and take out my plantings that I want to get back now that the dog has mellowed over the years.

I would also like to know if we will still be able to get small equipment in and out of the backyard as in the past to work on our property and if we will be able to cross with our trailers park them back there also.

Thank you for listening to me

Tim Merical

## August 18, 2020 Adel City Council Meeting Public Hearing Responses – Restoration Harmony Land Sale

1. There is no limitation on hours of operation for the Restoration Harmony business within the purchase agreement.
2. There are no restrictions related to liquor licenses within the purchase agreement. It is up to the applicant to determine the area to be included within the licensed premises. The City will process a liquor license for Restoration Harmony in the same manner as any other liquor license within the city limits.
3. The City did not want to go east with the proposed sale because of the parking lot and the existing garage.
4. The City's noise ordinance is applicable throughout City limits. Restoration Harmony will be required to abide by the noise ordinance.
5. There are no cabins planned for the property. The City's understanding is that Restoration Harmony has had a few groups spend the night in the existing building. If they plan for this to continue, they will need to obtain approval from the City's Board of Adjustment.
6. Rezoning will be considered once the land sale has been completed. It will follow the normal rezoning procedure.
7. The City's Parks & Recreation Board has voted twice on this subject in general but never on this specific proposal.
  - a. In January 2019, the Board voted 5-1 (with one member absent) to recommend selling the land immediately underneath the building and for the council to negotiate terms to sell some adjacent parkland west.
  - b. In September 2019, the Board voted 6-0 (with one member absent) to recommend only selling the land underneath the building. The Board had changed two members since January 2019.
  - c. Because the council considered the Board's recommendations but directed something different in September and October 2019 (which led to this purchase agreement), the Board has not been involved since September 2019. The Board has changed two members since September 2019.
8. There is no agreement for the City to maintain the grass or snow. As a result, the property owner is responsible for maintenance of these items unless and until an agreement is reached with the City.
9. The Schrads could try to sell the building but not the land, but it is unclear who would be interested in this type of acquisition. This split between the land and the building is what led to the City's proposal today.

August 18, 2020 Adel City Council Meeting  
Public Hearing Responses – Restoration Harmony Land Sale

10. There are no restrictions related to signage or lights within the purchase agreement. The City's general sign and/or lighting regulations will apply to the property.
11. There is nothing in the purchase agreement that would prohibit the Schrads from leasing the property to a tenant. A tenant would also be required to abide by the restrictions within the purchase agreement, deed, and easements.
12. The City's survey work from McClure Engineering was not to exceed \$6,000. The appraisal from The Olson Group was \$750. An estimate from the City's legal expenses is not yet available. The purchase agreement requires the Schrads as the buyers to pay for these costs.
13. This will become private property and the private property owner will be responsible for liability on their property.
14. The appraisal indicates that the property owner is not located within the flood zone. The FEMA Flood Map confirms this.
15. A grease trap is normally a requirement that the county health department would enforce as a part of a restaurant or commercial kitchen inspection. The City is not able to confirm whether a grease trap at this location exists. The building owner would be responsible if they clogged the City's sanitary sewer system.
16. There is nothing in the purchase agreement that prevents the Schrads from adding trees to the property. The agreement requires the Schrads to obtain approval from the City before removing any trees. In general, the City would not support removing trees for building purposes unless the trees were damaged, diseased, or dying.
17. There is nothing in the purchase agreement or deed related to animals.
18. In the summer of 2019, the City asked McClure Engineering to prepare several possible lot configurations as a starting point for discussions. In City staff's discussions with the Schrads in August 2019, all parties agreed to propose the current proposal because it addressed the zoning, insurability, and other concerns.
19. The proposed sale is to an LLC under the control of the Schrads.
20. The City has used the appraiser on two other City transactions since 2016.
21. No time capsules are within the proposed purchase area. A memorial tree and plaque are in the area. Per the purchase agreement, no fence can be erected, or trees removed, without the prior consent of the City. As trees become damaged (e.g., from storms like last week's derecho), diseased, or die, the City is unable to guarantee that no trees will ever be removed from this area.

August 18, 2020 Adel City Council Meeting  
Public Hearing Responses – Restoration Harmony Land Sale

22. The City has never formally signed off on the encroaching fence issue in this area, but the purchase agreement includes an easement to address this.
  
23. The purchase agreement includes an access easement for neighboring property owners to access the park from their backyard.

**Adel City Council**  
**August 11, 2020 – Meeting Minutes**

The Adel City Council met in regular session on Tuesday, August 11, 2020. Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council was conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person was impossible or impractical. Interested persons were invited to attend the meeting via phone or videoconference. At 6:00 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, Parks & Recreation Director Schenck, and Library Director James.

**PUBLIC HEARING**

1. Proposal to Convey Real Property to Elmwood Real Estate, LLC (i.e., sale of City land in Kinnick Feller Park to Restoration Harmony)

**Motion by Christensen, seconded by Miller, to open the public hearing.**

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

*Verbal comments were received from:*

*Tim Merial, 436 N 11<sup>th</sup> St. Place*

*Angela Schrad, Restoration Harmony, 1015 Riverside Dr.*

*Written comments were received from:*

*Tim Merial, 436 N 11<sup>th</sup> St. Place*

*Patricia Merial, 915 Cottage St.*

*Cathy Jorgensen, 508 N 12<sup>th</sup> St.*

*Phil DeLoriea, 1819 Rapids St.*

*Laurie Tigges, Big Blue Bed and Breakfast, 318 S. 9<sup>th</sup> St.*

**No action was taken to close this public hearing. At the end of this meeting, Mayor Peters announced that the hearing will continue on Tuesday, August 18, at 6:00 p.m.**

2. Proposal to Lease Real Property to Satellite Center, LLC (i.e., for south water tower wireless internet)

**Motion by Christensen, seconded by Ockerman, to open the public hearing.**

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

*No written or verbal comments were received.*

**Motion by Ockerman, seconded by Christensen, to close the public hearing.**

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

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated July 27, 2020
- b) Consider Approval of July Bills and July 31, 2020 Treasurer's Report
- c) Consider Approval of Ahlers & Cooney, P.C. July 2020 Invoice to be Applied to Retainer
- d) Consider Approval of Pay Application #12 – Phase 1 Improvements – Water Treatment Plant
- e) Consider Approval of Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (Carryout Beer) with Sunday Sales for Casey's General Store #3826
- f) Consider Approval of Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (Carryout Beer) with Sunday Sales for Casey's General Store #1680
- g) Consider Approval of Engagement Agreement with Ahlers & Cooney, P.C. for Voluntary Annexation within an Urbanized Area

- h) Consider Approval of Resolution No. 20-77, Street Closures for Timberview West Block Party  
**Motion by Ockerman, seconded by Miller, to approve the consent agenda.**  
**Roll: Ayes – Unanimous. Motion carried.**

#### **DEPARTMENT HEAD REPORT**

1. COVID-19 Pandemic – City’s Operational Changes and Efforts
2. 2020 Census Update
3. FY19-20 Budget – COVID-19 Impact on Revenues and Expenditures
4. August 10 Storm Damage and Adel Municipal Water Systems Update

#### **OLD BUSINESS**

- a) Consider Project Bids and Approval of Resolution No. 20-69, Designating Low Bidder on The Public Improvement Project Designated Wastewater System Improvements, Wastewater Treatment Plant Improvements 2019
- b) Consider Approval of Resolution No. 20-70, Resolution Making Award of Construction Contract – Wastewater Systems Improvements, Wastewater Treatment Plant Improvements 2019  
**Motion by Ockerman, seconded by Miller, to approve Resolution No. 20-69 & 20-70 with deferment of action until the council meeting at 6:00 p.m. on Tuesday, September 8, 2020.**  
**Roll: Ayes – Unanimous. Motion carried.**

#### **NEW BUSINESS**

- a) Consider Approval of Resolution No. 20-71, Approving and Authorizing the Conveyance of Real Property to Elmwood Real Estate, LLC  
**Deferment of action until the continuation of public hearing at the council meeting at 6:00 p.m. on Tuesday, August 18, 2020.**
- b) Consider Approval of Resolution No. 20-72, Approving and Authorizing the Lease of Real Property to Satellite Center, LLC  
**Motion by Christensen, seconded by Miller, to approve Resolution No. 20-72.**  
**Roll: Ayes – Unanimous. Motion carried.**
- c) Discussion / Possible Action regarding HIRTA’s FY20-21 Funding Request of \$7,364  
**Motion by Christensen, seconded by Miller, to approve HIRTA’s FY20-21 Funding Request of \$7,364.**  
**Roll: Ayes – Selby, Christensen, McAdon, and Miller. Nays – Ockerman. Motion carried.**
- d) Discussion / Possible Action regarding Dallas Center Annexation Moratorium Agreement, including Setting a Public Hearing for Tuesday, October 13, 2020 at 6:00 p.m.  
**Motion by Ockerman, seconded by McAdon, to set a public hearing for Tuesday, October 13, 2020 at 6:00 p.m.**  
**Roll: Ayes – Unanimous. Motion carried.**
- e) Consider Approval of Pay Application #8 Final - Raw Water Transmission Main  
**Motion by Ockerman, seconded by Miller, to approve Pay Application #8 Final.**  
**Roll: Ayes – Unanimous. Motion carried.**
- f) Consider Approval of Resolution No. 20-73, Accepting Phase 1 – Part B Section 1 Raw Water Transmission Main  
**Motion by Ockerman, seconded by McAdon, to approve Resolution No. 20-73.**  
**Roll: Ayes – Unanimous. Motion carried.**

- g) Consider Approval of Pay Application #4 Final - Well 5 & 6 Drilling  
**Motion by Ockerman, seconded by Miller, to approve Pay Application #4 Final.**  
**Roll: Ayes – Unanimous. Motion carried.**
- h) Consider Approval of Resolution No. 20-74, Accepting Phase 1 – Part B Sections 2 & 3 - Wells 5 & 6 Drilling and Site Work  
**Motion by Christensen, seconded by Miller, to approve Resolution No. 20-74.**  
**Roll: Ayes – Unanimous. Motion carried.**
- i) Consider Approval of Resolution No. 20-75, Directing the Sale and Delivery Of \$4,713,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2020c, For Payment of Project Costs of the Water System Project  
**Motion by Ockerman, seconded by McAdon, to approve Resolution No. 20-75.**  
**Roll: Ayes – Unanimous. Motion carried.**
- j) Consider Approval of and Filing the Form of Tax Exemption Certificate for the Water System Project  
**Motion by Ockerman, seconded by Christensen, to approve and file the form of Tax Exemption Certificate for the Water System Project.**  
**Roll: Ayes – Unanimous. Motion carried.**
- k) Consider Approval of Resolution No. 20-76, Authorizing the Issuance of \$4,713,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2020c  
**Motion by Miller, seconded by Ockerman, to approve Resolution No. 20-76.**  
**Roll: Ayes – Unanimous. Motion carried.**
- \*\* Council Member Selby was forced to exit the meeting due to lack of electricity from the August 10 storm and did not participate in the following votes\*\****
- l) Consider Approval of Ordinance No. 357, Amending the Code of Ordinances of the City of Adel, Iowa, By Amending Provisions Pertaining to Tobacco Use – First Reading  
**Motion by Christensen, seconded by Ockerman, to approve the first reading of Ordinance No. 357.**  
**Roll: Ayes – Unanimous. Motion carried.**  
**Motion by Christensen, seconded by Ockerman, to waive the second & third readings and adopt Ordinance No. 357.**  
**Roll: Ayes – Unanimous. Motion carried.**
- m) Consider Approval of Ordinance No. 358, Amending the Code of Ordinances of the City of Adel, Iowa, By Amending Provisions Pertaining to Animal Control – First Reading  
**Motion by Ockerman, seconded by Christensen, to approve the first reading of Ordinance No. 358.**  
**Roll: Ayes – Unanimous. Motion carried.**  
**Motion by Ockerman, seconded by Christensen, to waive the second & third readings and adopt Ordinance No. 358.**
- n) Discussion / Possible Action on Resolution No. 20-61, Appointing A Representative to The Central Iowa Regional Housing Authority Board of Directors for A Three-Year Term  
**No action taken, as no applications were received.**

**OTHER BUSINESS**

1. Mayor Peters announced the next council meeting is scheduled for Tuesday, August 18, 2020 at 6:00 p.m.

**ADJOURNMENT**

1. Meeting adjourned at 7:29 p.m.

---

James F. Peters, Mayor

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

## Anthony Brown

---

**From:** Bob Ockerman  
**Sent:** Tuesday, August 11, 2020 4:39 PM  
**To:** Anthony Brown; Jim Peters  
**Subject:** Fwd: Harmony Hall purchase of land

Not sure you got a copy

Get [Outlook for Android](#)

---

**From:** Laurie Tigges <laurie621975@gmail.com>  
**Sent:** Tuesday, August 11, 2020 3:47:58 PM  
**To:** Rob Christensen <rchristensen@adeliowa.org>; Shirley McAdon <smcadon@adeliowa.org>; Dan Miller <dmiller@adeliowa.org>; Bob Ockerman <bockerman@adeliowa.org>; Jodi Selby <jselby@adeliowa.org>  
**Subject:** Harmony Hall purchase of land

Hello all,

I just wanted to voice my opinion about the proposed sale of the land under and around Harmony Hall in Kinnick Feller park.

I am 100% in favor of this. As the owners of Big Blue Bed and Breakfast, we have had the privilege of working with Dave and Angela on countless occasions. They have done amazing work with their venue, and we are lucky enough to also see the benefit to the town that they have provided. We have increasingly more and more guests who are coming in to Adel to attend a function or event at Harmony Hall. These guests often stay the entire weekend and most often want to stay in Adel to eat and shop and take in whatever Adel has to offer. Angela and Dave have a wonderful sense of community and have gone out of their way to help other businesses as well as Adel citizens whenever they get a chance. Their amazing sense of style and functionality have made what looks like a very ordinary building into a charming oasis that surprises guests. Even going so far as to start up the small local farmers market on Tuesdays to help vendors who have lost the chance at revenue due to closures for Covid19.

Angela and Dave along with Harmony Hall are assets to this community, personally and in business. I see what is written on Facebook about this proposal, and it makes me sad to see what people who haven't even read this proposal are saying. I appreciate that in the agreement, it states that any changes or future plans must be in line with the aesthetic of Kinnick Feller park. I can't imagine Angela and Dave wanting anything other than that. They have been talked down about as "flippers" but are anything but. Flippers buy a cheap property, put as little time and money as possible into it, and resell for as much as they can get regardless of how the property fits with it's surroundings. People accused us of being "just flippers" when we bought Big Blue, and it took a lot of time and money to prove that is not who we are. And that is not anything I have ever seen of Angela and Dave. They care about communities and what they can add to a property, not take away or cheapen.

Please grant this proposal. It will just give Adel even more to be proud of. Harmony Hall is an absolute asset to this town and it's small businesses. They have shown that over and over.

Thank you for your time,

Laurie Tigges  
Big Blue Bed and Breakfast

## Anthony Brown

---

**From:** Jim Peters  
**Sent:** Tuesday, August 11, 2020 2:50 PM  
**To:** Cathy Jorgensen  
**Cc:** tim; Anthony Brown  
**Subject:** Re: Questions about the sale of park land

Cathy,

I have spoken with Anthony about tonight's meeting. Our plans are to not take action tonight on the purchase agreement. This is item a) under new business. It is essentially tabling action until the next meeting like you asked in your email below.

Because of notice requirements for a public hearing, we will open the public hearing at the beginning of tonight's meeting and take comments. With folks having circumstances like you describe, e.g., no power, no internet, etc, we will keep the public hearing open even as the city council meeting ends.

What this means is, because the public hearing is still open, action cannot be taken on the purchase agreement tonight.

At the next city council meeting (date to be determined) we will continue the public hearing to accept more comments, then close the public hearing. The purchase agreement will then be considered under old business.

If you can at least call into tonight's meeting and listen during the public hearing, I think that would be helpful for you. That number is (515) 478-3549, conference id: 618 124 794#.

Hopefully you can join tonight's meeting.

Regards,

Jim.

---

**From:** Cathy Jorgensen <cathyjaii@aol.com>  
**Sent:** Tuesday, August 11, 2020 2:23 PM  
**To:** Jim Peters <jpeters@adeliowa.org>  
**Cc:** tim <tsmerical@msn.com>  
**Subject:** Re: Questions about the sale of park land

Could we pls table the park building til the next meeting? If we could have a meeting with council and land owners next to the park it would be helpful.

Most of us have no power and are busy with cleanup right now. Thank you, CathyJorgensen.

Sent from my iPhone

## Anthony Brown

---

**From:** Rob Christensen  
**Sent:** Monday, August 10, 2020 3:31 PM  
**To:** Jim Peters; Anthony Brown; Kristine Stone (kstone@ahlerslaw.com)  
**Subject:** Fwd: Selling park ground

Here is another question I rec'd that we, if we haven't already, will need to be prepared to answer.

-Rob

Rob Christensen,  
Adel City Council - Member

City Hall:  
301 South 10th Street  
Adel, IA 50003

Home:  
820 Greenwood Hills Drive  
Adel, IA 50003

rchristensen@adeliowa.org  
515-478-3260

[www.adeliowa.org](http://www.adeliowa.org)

---

**From:** patricia mercial <mericalpa@icloud.com>  
**Sent:** Monday, August 10, 2020 1:05:31 PM  
**To:** Rob Christensen <rchristensen@adeliowa.org>  
**Subject:** Selling park ground

Why is the city selling parks ground in the first place and why do you have to sell so much? Why not do a variance that would let the building be built where it is with the ground it's on. Also if the city is selling land shouldn't it go up for bids?

## Anthony Brown

---

**From:** tim <tsmerical@msn.com>  
**Sent:** Monday, August 10, 2020 10:20 AM  
**To:** Anthony Brown; Jim Peters  
**Subject:** Kinnick Feller Park sale

Anthony,

Jim, I'm highlighting a thought we hadn't talked about yet.

I'm sending some questions of concerns about the sale of the park ground that we feel should be addressed before the ground is sold. Jim has passed on several of them already.

Why no one talked to the board of adjustments to see about a variance so they would only need the ground under and in front of the building?

How does the public get a copy of the purchase agreement to review? We are curious what easements and protections are in place and if they are permanent. What is preventing them from being changed after the sale and rezoning when the public no longer has a say? If it is set up to preserve the park atmosphere and they can't do anything with it, why sell anything to the west?

Who hired and payed for the appraisal? Can the public see it?

Can anyone else bid on the ground? Why shouldn't public ground be open for bid to get the most out of it?

If the agreement protects the park atmosphere, then they wouldn't be able to do anything but mow and trim trees. So why would they need all the ground to the west of the building? I understand it would be for parking according to planning and zoning if they had to rebuild. In that case, if they can't be granted a variance, (to rebuild with what ground is under and in front of the current building), then let them have the parking lot to the east with an easement for the city to the old garage building. With that solution you would be assured in the future the park atmosphere wouldn't be compromised.

If the sale causes our home values to drop because we can't promote it as connected to the park anymore, who reimburses us?



Virus-free. [www.avast.com](http://www.avast.com)

To: Shirley McAdon <smcadon@adeliowa.org>; Rob Christensen <rchristensen@adeliowa.org>; Dan Miller <dmiller@adeliowa.org>; Bob Ockerman <bockerman@adeliowa.org>; Jodi Selby <jselby@adeliowa.org>; Jim Peters <jpeters@adeliowa.org>

**Subject:** proposal to Convey Real Property to Elmwood

Looking at the tax map of this county it is easy to see that land around Kinnick Feller Park is valued approximately \$50,000<sup>00</sup> per quarter acre plot.

Why would the 1.33 acre plot that the 115 Riverside drive be sold for one twelfth of that amount? I would think that property is worth \$265,000<sup>00</sup>.

Please explain in public record the reason for selling this valuable asset so inexpensively.

You do realize that many be offended by what they will consider a sweetheart deal of 22k.

<https://beacon.schneidercorp.com/Application.aspx?AppID=909&LayerID=17429&PageTypeID=1&PageID=7823>

Thank you,  
Phil DeLoria  
1819 Rapid St.  
Adel, Iowa 50003

## Anthony Brown

---

**From:** Jim Peters  
**Sent:** Sunday, August 9, 2020 11:35 PM  
**To:** Anthony Brown; Kristine Stone  
**Subject:** Fw: Kinnick Park  
**Attachments:** Tim Merical letter from December 2019 council packet.pdf

Anthony and Kristine,

Below is an email from Cathy Jorgensen about sale of park ground to Restoration Harmony. I referenced this email in my email to the two of you about 30 minutes or so ago.

Jim.

---

**From:** Cathy Jorgensen <cathyjii@aol.com>  
**Sent:** Saturday, August 8, 2020 9:48 PM  
**To:** Jim Peters <jpeters@adeliowa.org>  
**Subject:** Fwd: Kinnick Park

Sent from my iPhone

Begin forwarded message:

**From:** Cathy Jorgensen <cathyjii@aol.com>  
**Date:** August 8, 2020 at 9:25:59 PM CDT  
**To:** rchristensen@adeliowa.org  
**Subject:** Kinnick Park

Have some concerns about selling park land to private business. Does this include the land to the west of the building? Why would they need additional land, unless they plan to build? House? Business building?

CathyJorgensen 508 N 12th St  
Sent from my iPhone

**Adel City Council**  
**March 13, 2018 – Meeting Minutes**

The Adel City Council met in regular session at Adel City Hall, 301 S. 10<sup>th</sup> St., Adel, Iowa, on Tuesday, March 13, 2018 at 6:00 p.m. Mayor Peters called the meeting to order and the following answered roll: Ockerman, Christensen, McAdon, Haynes, and Selby.

Staff Present: City Administrator Brown, City Clerk Steele, Finance Director Sandquist, Public Works Director Overton, Parks and Recreation Director Schenck, Code Compliance Officer Nichols, and Fire Chief Morlan.

**PUBLIC HEARINGS**

1. FY 2018-2019 Budget

**Motion by Christensen, seconded by Haynes, to open the public hearing**

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

*No written comments were received. No oral comments were received.*

**Motion by Ockerman, seconded by Haynes, to close the public hearing**

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

2. Rezoning Request from Kendra Kasischke on Parcel ID 11-34-100-018 from C-3 to R-1

**Motion by Selby, seconded by Ockerman, to open the public hearing**

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

*No written comments were received. No oral comments were received.*

**Motion by Christensen, seconded by McAdon, to close the public hearing**

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

**COMMENTS FROM THE PUBLIC**

Community Visioning Presentation – Adel Partners Chamber Director Deb Bengtson and Chamber Board Member Rebecca Hillmer gave an overview of the results from the Community Visioning project.

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated February 13, 2018
- b) Consider Approval of City Council Minutes Dated February 26, 2018
- c) Consider Approval of February Bills and February 28, 2018, Treasurer's Report
- d) Consider Approval of Class E Liquor License, Class B Wine Permit, Class C Beer Permit (Carryout Beer) for Fareway Stores, Inc
- e) Consider Approval of Class E Liquor License for Fareway Stores, Inc - Ownership Change Only
- f) Consider Approval of Funds Spent on Flower Arrangement for Code Compliance Officer Nichols' Father-in-Law's Visitation

*In accordance with the City's Flowers and Sustenance Supplies Policy (#3.05.01), which was passed in May of 2001 and reapproved as amended on November 12, 2013, the Adel City Council believes that it is in the best interest of the residents to establish a public purpose for the expenditure of funds for flowers and sustenance supplies. According to the policy, the City may send flowers to the employees or family members of employees who experience a death in their immediate family. The City sent flowers for Code Compliance Officer Nichols' father-in-law, who passed away on February 11, 2018. This item on the consent agenda documents the public purpose of these disbursements and will be reflected in the council minutes.*

**Motion by Haynes, seconded by McAdon, to approve the consent agenda**

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

**DEPARTMENT HEAD REPORT**

Council Strategic Planning Session – City Council, Mayor, and Confluence will be meeting on Monday, April 23 at 6:00 p.m. in the Adel Public Library Community Room.

## NEW BUSINESS

- a) Consider Approval of Resolution No. 18-15, Approving Fiscal Year 2018-2019 Budget  
**Motion by McAdon, seconded by Christensen, to approve Resolution No. 18-15**  
**Roll: Ayes-Unanimous. Motion carried.**
- b) Consider Approval of Special Event Fee Waiver Request for City Rock Fest 2018 on May 11, 2018  
**Motion by Haynes, seconded by Selby, to approve full fee waiver for special event, City Rock Fest 2018**  
**Roll: Ayes-Unanimous. Motion carried.**
- c) Consider Approval of Recommendation of Parks & Recreation Board for Land Lease Agreement with New Owners of the Little Theatre Building (Park Place) in Kinnick Feller Park  
**Motion by Haynes, seconded by McAdon, to approve Parks & Recreation Board's recommendation for land lease agreement with new owner**

**Motion by Haynes to amend main motion to a 10-year lease at \$100/mo. Motion dies for lack of a second.**

**Motion by Ockerman, seconded by Haynes, to amend main motion to extend land lease agreement to 2021 at \$1/year to new owner and renegotiate with new City Attorney**

**Motion by Christensen, seconded by Haynes, to amend Ockerman's amendment to the main motion to land lease agreement of 10 years at \$1/year with two 5-year auto renewals and, once a City Attorney has been hired, a development agreement needs to be created and approved by the end of year 2018.**

**Roll call on Christensen's amendment to Ockerman's amendment to main motion: Ayes-Unanimous. Motion carried.**

**Ockerman's amendment has been superseded by Christensen's amendment.**

**Roll call on amended main motion to land lease agreement of 10 years at \$1/year with two 5-year auto renewals and, once a City Attorney has been hired, a development agreement needs to be created and approved by the end of year 2018: Ayes-Unanimous. Motion carried.**

- d) Consider Approval to Set Public Hearing for Cramer Annexation Request for April 10, 2018 at 6:00 p.m.  
**Motion by Ockerman, seconded by Haynes, to set public hearing for Cramer annexation request**  
**Roll: Ayes-Unanimous. Motion carried.**
- e) Consider Approval of the 2018-2019 Goal Setting Session Report  
**Council Member Christensen requested an addition to organizational effectiveness of a policy for ethics conflict of interest for employees, council, boards, and committees.**

**Motion by Christensen, seconded by Haynes, to approve goal setting session report with Council Member Christensen's addition**  
**Roll: Ayes-Unanimous. Motion carried.**

- f) Consider Approval of Resolution No. 18-16, Authorizing the Redemption of Outstanding Water Revenue Capital Loan Notes, Series 2013, of the City of Adel, State of Iowa, Dated June 25, 2013, and Directing Notice Be Given  
**Motion by McAdon, seconded by Selby, to approve Resolution No. 18-16**  
**Roll: Ayes-Unanimous. Motion carried.**

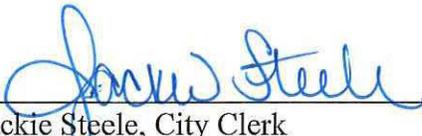
- g) Consider Approval of Ordinance No. 324, Amending Zoning Classification of Certain Real Property Located in City Limits of Adel, From C-3 (Highway Commercial District) to R-1 (Single Family Residential – High Density) – First Reading  
**Motion by McAdon, seconded by Haynes, to approve Ordinance No. 324, First Reading**  
**Roll: Ayes-Unanimous. Motion carried.**
- Motion by Haynes, seconded by McAdon, to approve waiving the second and third readings and adopt Ordinance No. 324**  
**Roll: Ayes-Unanimous. Motion carried.**
- h) Consider Approval of Changes to the Adel Fire Association’s Standard Operating Guidelines and Bylaws  
**Motion by Ockerman, seconded by Haynes, to approve changes to the Adel Fire Associations guidelines and bylaws**  
**Roll: Ayes-Unanimous. Motion carried.**
- i) Consider Approval of Parks & Recreation Board Recommendation for Farm Lease Proposal  
**Motion by McAdon, seconded by Selby, to approve Parks & Recreation Board’s recommendation for farm lease proposal from Blane Martins**  
**Roll: Ayes-Unanimous. Motion carried.**
- j) Consider Approval of Water & Sewer Committee Recommendation to Prepare Water Ordinances  
**Motion by Ockerman, seconded by Haynes, to approve Water & Sewer Committee’s recommendation**  
**Roll: Ayes-Unanimous. Motion carried.**
- k) Consider Approval of Water & Sewer Committee Recommendation on Deduct Meters in Xenia Territory  
**Motion by Christensen, seconded by Selby, to allow use of deduct meters in Xenia territory**  
**Roll: Naves-Unanimous. Motion failed.**
- l) Consider Approval of Resolution No. 18-17, Commending the Local Questers Grant for the Adel Historical Museum Window Restoration Project  
**Motion by McAdon, seconded by Ockerman, to approve Resolution No. 18-17**  
**Roll: Ayes-Unanimous. Motion carried.**
- m) Consider Approval of Resolution No. 18-18, Approving Budget Transfers  
**Motion by Haynes, seconded by Ockerman, to approve Resolution No. 18-18**  
**Roll: Ayes-Unanimous. Motion carried.**
- n) Consider Approval to Set Public Hearing for State Revolving Fund (SRF) Loan on Proposed Improvements to the City of Adel’s Drinking Water System for April 10, 2018 at 6:00 p.m.  
**Motion by Haynes, seconded by Christensen, to set public hearing for SRF loan**  
**Roll: Ayes-Unanimous. Motion carried.**

OTHER BUSINESS

1. Council Member Ockerman requested notifying all builders there will be stricter enforcement of water policies, especially regarding water usage and no tolerance of water theft. Also, requested a notice be published in the May newsletter.
2. Meeting adjourned 7:03 p.m.

  
 \_\_\_\_\_  
 James Peters, Mayor

Attest:

  
 \_\_\_\_\_  
 Jackie Steele, City Clerk



**Minutes**  
**Parks & Recreation Board Meeting**  
**Adel City Hall**  
**6:30pm, Monday, January 7, 2019**

**1. Attendance and recognition of guests**

Members present: Heather Mager, Carter Nordman, Marsha Fisher, David McAdon, Rich Miller, and Melissa Heikes

Staff present: Director of Parks and Recreation Nick Schenck

Guests present: Dave and Angela Shrad

**2. Approval of minutes**

**Minutes approved for December 2018**

**Motion by Heikes; seconded by McAdon**

**6-Ayes 0-Nays**

**3. Citizens to address the Board**

None

**4. Director's Report**

Recreation update

**A. Final Program Reports (2)**

Schenck reviewed two final program reports for Girls Basketball and Notes from the North Pole. Both programs were profitable. Number are continuing to be steady for both programs.

**B. 1st and 2<sup>nd</sup> grade basketball program update**

Schenck said the 1<sup>st</sup> and 2<sup>nd</sup> grade basketball program started Saturday, January 5th.

Overall numbers there are 111 participants, and there were 102 last year. The first day for the program ran very smooth.

**C. Adult Indoor Volleyball 2019**

The number of teams in the league this year has gone from 12 to 11. The season began Sunday, January 6<sup>th</sup>. The league will be 6 weeks of play with and end of season league tournament.

The first Sunday for the program ran very smooth.

**D. Youth Baseball and Softball 2019**

Sign-up is currently open on-line. Schenck has 2 organizational meetings next week to discuss season dates, ages, and any changes for 2019. Registration information has been sent to the ADM School District.

**E. Open Gym 2019**

Open Gym time is being offered on Mon, Wed, and Fridays at the Old Middle School Gym

Located on 12<sup>th</sup> Street in Adel. Residents may walk, run, play basketball, etc. through the end of April 2019.

5. Parks Department Update

A. **Ice Rink Update**

The Park Board discussed the progress of the Ice Skating Rink located at the Stage/Pavilion area of the park space at Raccoon Valley Bank. An ice rink kit was purchased by Raccoon Valley Bank and was ordered on Friday, January 4<sup>th</sup> despite the unusually warm temperatures.

B. **K-Feller Park Building Update-Restoration Harmony**

David and Angela Shrad, owners of Restoration Harmony of Adel were at the meeting to discuss some options for their building in the park. They proposed 3 different scenarios to the Park Board.

- 1). They would like to purchase the land underneath the building they currently own.
- 2). They would like to purchase the land under the building along with an area to the East of the building that would include the Parks and Recreation Department storage garage and some of the existing parking lot.
- 3). They would like to purchase the land under the building along with an area to the East of the building that would include the Parks and Recreation Department storage garage and also Park land to the East of their building that would extend to the West up the hill to the corner fence.

The Park Board discussed this in a lot of detail with input from the interested owners, the Shrad's. Park and Rec. Director Schenck was not in favor of selling a Park storage garage or any parkland. Motion by Nordman to sell the land under the current building, and to have the City Council negotiate terms to sell the parkland to the West. 5-Ayes 1-Nay

C. **McCauley Land for Sale**

Steve McCauley, former owner of McCauley Funeral Home in Adel is preparing to sell 2 acres of land on the Northside of Evans Park. Mr. McCauley sent an e-mail to some city staff/City Council members about his interest to sell the land. The 2 acres is currently assessed at nearly \$69,000 and should sell for up to 3x the assessed value. Director Schenck stated that the land will more than likely sell for more than he would be comfortable purchasing it for. The land is also not in the current Parks and Recreation Master Plan. Motion by Fisher to approach Mr. McCauley about him donating the land to the City of Adel for naming rights and if he is not willing to do that, what would be his lowest offer that he would be willing to sell it for. 2<sup>nd</sup> by Heikes. 2-Ayes, 4-Nays Motion Fails.

**Adjournment: Motion by Nordman; seconded by Mager  
5-Ayes 0-Nays**



**Minutes**  
**Parks & Recreation Board Meeting**  
**Adel City Hall**  
**6:30pm, Monday, September 9, 2019**

**1. Attendance and recognition of guests**

Members present: Melissa Heikes, Marsha Fisher, Rich Miller, David McAdon, Ryan Steinfeldt, and Kari Johns

Staff present: Director of Parks and Recreation Nick Schenck, Parks Maintenance Supervisor Curtis Waddingham, and Aquatics/Recreation Supervisor Kylie Brandt.

Guests present: Christian McAdon, Boy Scouts  
Bob Ockerman, City Council Liaison

**2. Approval of minutes**

**Minutes approved for August 2019**

**Motion by McAdon, seconded by Steinfeldt 6-Ayes, 0-Nayes**

**3. Citizens to address the Board**

**4. Director's Report**

*-Parks Department update*

**A. Ice Rink Update 2019-2020**

Weather permitting the Ice Rink Kit will be installed in early-December in hopes for cold weather for making ice. If the cold weather isn't around, the kit, minus the liner can still be put up.

**B. Restoration Harmony Building**

The board discussed in detail the options that Dave and Angela Schrad have laid out in hopes of purchasing land under and around their building. They are hoping to do this to be able to meet zoning and land square feet requirements to be able to be issued construction loans

to improve their property. Motion Fisher to sell only the land under the building, 2<sup>nd</sup> Johns.

6-Ayes, 0-Nayes

**C. Zipline Feature**

The zipline arrived at the Parks shop on Tuesday, September 3<sup>rd</sup>. I have been in contact with All Inclusive Rec. to try and nail down a date to have their on-site installation supervisor present for the installation.

**D. Lion's Park (Southbridge Development)**

Parks and Recreation has received design concepts from 2 playground companies. Both companies have included ADA accessible pieces in their designs. Schenck will be presenting to the Lion's Club in the future to discuss options.

**E. Women's Club Donation**

Board member Fisher presented new that the Adel Women's Club would be willing to donate money for benches, trees, or a project in memory of member.

*-Recreation Department Update*

**A. Fall-Winter Activity Guide**

The Park Board discussed the guide which will be mailed out to the public soon. The guide will be sent to all addresses in the communities of Adel, DeSoto, and Minburn.

**B. Youth Basketball Registration Open**

Schenck reported that the registration period for all Youth Basketball Leagues is currently open. The forms are available on the ADM Schools website. Schenck is promoting the on-line registration service to all registrants. The leagues are switched up a bit this year. 1<sup>st</sup> and 2<sup>nd</sup> Grade will be played prior to Christmas, and 3<sup>rd</sup>-6<sup>th</sup> Grade will be played after Christmas. This was requested by Van Meter and Perry who play with us in the league.

**C. Youth Football 2019 Update**

All teams are up and running with practices being held and games beginning next week. K-6<sup>th</sup> Grade has 18 teams participating this year.

**D. Final Program Reports (2)**

Park Board reviewed program reports for Adult Slow-Pitch Softball and Adult Sand Volleyball.

*-Tree Board*

**A. Iowa DNR Tree Inventory August 2019**

The Iowa DNR did an Urban Tree Inventory for Adel on August 8<sup>th</sup> and 9<sup>th</sup>. This is a free program offered from the Iowa DNR.

The inventory compiles what city-owned trees are in parks, right of ways, and city buildings. An interactive map will be available with results on the iowadnr.com website soon.

**B. 1202 S. 11<sup>th</sup> Street Tree Planting**

T.J. Wilkerson of 1202 S. 11<sup>th</sup> Street would like to plant a Flowering Pear tree in his parking area, (between curb and sidewalk) at his residence. This is an approved tree according to Chapter 151.03 of Adel City Ordinance.

**Motion by McAdon to adjourn, seconded by Heikes**

**Adel City Council**  
**September 10, 2019 – Meeting Minutes**

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

Staff Present: City Attorney Stone, City Administrator Brown, Finance Director Sandquist, Police Chief Shepherd, and Public Works Director Overton.

**PUBLIC HEARING**

1. Proposed Development Agreement with Cramer and Associates, Inc.  
**Motion by Christensen, seconded by Ockerman, to open the public hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**

No written or oral comments were received.

- Motion by Selby, seconded by Ockerman, to close the public hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**

**COMMENTS FROM THE PUBLIC**

1. Josh Jorgensen – Courthouse 24 Running Event Presentation

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated August 13, 2019
- b) Consider Approval of City Council Minutes Dated August 26, 2019
- c) Consider Approval of August Bills and August 31, 2019 Treasurer's Report
- d) Consider Approval of Ahlers & Cooney, P.C. August 2019 Invoice to be Applied to Retainer
- e) Consider Approval of Resolution No. 19-82, Approving Budget Transfers for City Attorney Services
- f) Consider Approval of Resolution No. 19-83, Annual Street Finance Report
- g) Consider Approval of Resolution No. 19-84, Street Closures for Special Event – Adel Elementary Tigers in Training One-Mile Race – September 27, 2019 – 11:00 a.m. to 2:00 p.m.
- h) Consider Approval of Resolution No. 19-85, Street Closures for Special Event – Lynne Dr. Block Party – September 21, 2019 – 12:00 p.m. to 10:00 p.m.
- ~~i) Consider Approval of Fee Waiver Request – Restoration Harmony – Field to Fork Event –~~
- j) Consider Approval of Resolution No. 19-86, Street Closures for Special Event – Field to Fork Dinner – October 5, 2019 – 4:00 p.m. to 10:00 p.m.
- k) Consider Approval of Class C Liquor License with Outdoor Service – Artificer LLC – for Field to Fork Dinner – October 5, 2019 – Pending Dram Insurance and Criminal History Background Check
- l) Consider Approval of Class C Liquor License (LC) with Outdoor Service, Catering Privilege, and Sunday Sales – Artificer LLC, located at 1015 Riverside Drive #1839 – Pending Dram Insurance and Criminal History Background Check
- m) Consider Approval of Class E Liquor License (LE), Class B Wine Permit – Casey's General Store #1680 (This is a change from the previously approved license, to include Class B Wine)
- n) Consider Approval of Setting Public Hearing for Sign Code Ordinance Updates for Tuesday, October 8, 2019 at 6:00 p.m.
- o) Consider Approval of Pay Estimate No. 02 – 2019 Adel City Hall Window Replacement Project
- p) Consider Approval of Change Order No. 005 – East Annex Sanitary Utility Improvements – Bid Package No. 01 – Lift Station
- q) Consider Approval of Pay Estimate No. 06 – Adel East Annex Sanitary Utility Improvements – Bid Package No. 01 – Lift Station

- r) Consider Approval of Pay Estimate No. 03 – Storm Water Utility Improvements – Phase 1, Section 4 – North 15<sup>th</sup> Street
- s) Consider Approval of Pay Estimate No. 06 – Adel Water Utility Improvements – Phase 1, Part B, Section 3 – Well No. 5 and No. 6 Site Work and Well House
- t) Consider Approval of Pay Estimate No. 04 – 2018 Adel Street Resurfacing Project
- u) Consider Approval of Probationary Status Firefighter – Eric Winters
- v) Consider Approval of Full Member Firefighters – Jerry Eslick and Anthony Davis
- w) Consider Approval of Assistant Fire Chief Position – Tim Knipper
- x) Consider Approval of Pay Estimate No. 05 – Adel Water Utility Improvements – Phase 1, Part B, Section 1 – Raw Water Transmission Main

**Motion by Ockerman, seconded by Miller, to approve the consent agenda excluding item “i.”**

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

#### **DEPARTMENT HEAD REPORT**

1. Water Treatment Plant Groundbreaking – Wednesday, October 2 at 10:00 a.m. at 208 N. 5<sup>th</sup> Street
2. 2020-2021 Council Goal Setting Session – Tuesday, November 19 at 6:00 p.m. at Adel City Hall

#### **OLD BUSINESS**

- a) Consider Approval of Ordinance No. 343, Amending Sections 15.04 and 17.06 of the City Code of the City of Adel, Iowa, for the Purpose of Increasing the Compensation of the Mayor and City Council Members – Third and Final Reading

**Motion by McAdon, seconded by Ockerman, to approve the third and final reading of Ordinance No. 343.**

**Roll: Ayes – Miller, Ockerman, Christensen, and McAdon. Nays – Selby. Motion carried.**

#### **NEW BUSINESS**

- i) Consider Approval of Fee Waiver Request – Restoration Harmony – Field to Fork Event

**Motion by Miller, seconded by Selby, to approve the fee waiver request for Restoration Harmony’s Field to Fork event.**

**Roll: Nays – Unanimous. Motion failed.**

- a) Staff Update and Consider Approval of Authorization to Proceed with Survey and Appraisal of Property beneath the Restoration Harmony building in Kinnick Feller Park

**Mayor Peters stated the City’s Parks & Recreation Board recommended selling only the land directly underneath the building. Dave and Angela Schrad, the owners of Restoration Harmony, requested a conforming lot to mitigate insurance, recovery, and financing issues. The council discussed the legal issues of selling park land, whether the surrounding park would be affected, how the City could protect itself if a sale were to occur, how to notify the surrounding property owners, and what the minimum amount of land would be to satisfy all parties.**

**Motion by Christensen, seconded by Selby, to proceed with a survey and appraisal at the Schrads’ cost using Option #3 as presented in the council packet.**

**Motion amended by Christensen, seconded by Selby, to amend the main motion to request the Schrads provide a map for the October 8 council meeting showing the minimum land necessary to satisfy City Code and insurability issues, with the City notifying surrounding neighbors through various media and requesting comments.**

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

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

- b) Consider Approval of Street Committee Recommendation for No Parking on South 11<sup>th</sup> Street Near Greenwood Hills Drive (Approximately One House North of Intersection and Two Houses South of Intersection)

**Chief Shepherd stated that site-distance issues observed at the intersection could be mitigated by the proposal. Written comments in support of the proposal were received by Kevin Custer, 1011 South 11<sup>th</sup> Street. Oral comments against the proposal were received by Theresa and Christopher Cleveland, 1012 South 11<sup>th</sup> Street. The council discussed the practical implications of reducing parking spaces and whether the Street Committee should review further.**

**Motion by Ockerman, seconded by McAdon, to implement No Parking on South 11<sup>th</sup> Street two parking spaces north of the Greenwood Hills Drive intersection and two spaces south.**

**Motion amended by Selby, seconded by Miller, to amend the main motion to implement No Parking on South 11<sup>th</sup> Street two spaces north of the Greenwood Hills Drive intersection and south to the east-west sidewalk at 1011 South 11<sup>th</sup> Street.**

**Roll: Ayes – Christensen, McAdon, Miller, and Selby. Nays – Ockerman. Motion to amend carried.**

**Roll: Ayes – Christensen, McAdon, Miller, and Selby. Nays – Ockerman. Motion as amended carried.**

- c) Consider Approval of Resolution No. 19-87, Approving and Authorizing Execution of a Development Agreement By and Between the City of Adel and Cramer and Associates, Inc.

**Motion by Christensen, seconded by Ockerman, to approve Res. No. 19-87.**

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

- d) Consider Approval of Resolution No. 19-88, Approving and Authorizing Execution of an Infrastructure Reimbursement Agreement By and Between the City of Adel and Cramer and Associates, Inc.

**Motion by Ockerman, seconded by Miller, to approve Res. No. 19-88.**

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

- e) Consider Approval of Resolution No. 19-89, Approving Final Plat for Southbridge Plat 3

**Motion by Selby, seconded by Ockerman, to approve Res. No. 19-89.**

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

- f) Consider Approval of Resolution No. 19-90, Fixing Date for a Meeting on the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$4,200,000 General Obligation Refunding Capital Loan Notes of the City of Adel, State of Iowa (For Essential Corporate Purposes), and Providing for Publication of Notice Thereof – October 8, 2019 at 6:00 p.m.

**Motion by McAdon, seconded by Ockerman, to approve Res. No. 19-90.**

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

#### **OTHER BUSINESS**

1. Council Member McAdon reported on the South Dallas County Landfill, a visit to the Adel Historical Museum by Congresswoman Axne, and two new small businesses.
2. Mayor Peters reported on the first meeting between himself, Council Member Ockerman, Council Member Selby, and City Administrator Brown regarding the City's Economic Development Commission.

#### **ADJOURNMENT**

1. Meeting adjourned at 7:37 p.m.



James F. Peters, Mayor

Attest: Brittany Sandquist  
Brittany Sandquist, Deputy City Clerk

**Adel City Council**  
**October 8, 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, October 8, 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: Assistant City Attorney Brownell, City Administrator Brown, Finance Director Sandquist, Police Chief Shepherd, Public Works Director Overton, Parks & Recreation Director Schenck, and Building Inspector Nichols.

**PUBLIC HEARING**

1. Not to Exceed \$4,200,000 General Obligation Refunding Capital Loan Notes – Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder

**Motion by Ockerman, seconded by Miller, to open the public hearing.**

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

*No written or oral comments were received.*

**Motion by Christensen, seconded by Ockerman, to close the public hearing.**

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

2. Amending Section 165.55 – Sign Regulations

**Motion by Miller, seconded by Selby, to open the public hearing.**

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

*No written comments were received. Oral comments were received by Kurt Hansen, 12209 Sunset Terrace, Clive.*

**Motion by Selby, seconded by Miller, to close the public hearing.**

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

**PRESENTATION**

1. Dennis Leininger – Holiday Lights

**COMMENTS FROM THE PUBLIC**

1. Robert Fisher, 711 S. 12<sup>th</sup> Street, Adel – Sidewalks on HWY 169
2. Doug Nichols, 24013 288<sup>th</sup> Trail, Adel – Island Park Bridge

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated September 10, 2019
- b) Consider Approval of September Bills and September 30, 2019 Treasurer's Report
- c) Consider Approval of Ahlers & Cooney, P.C. September 2019 Invoice to be Applied to Retainer
- d) Consider Approval of Resolution No. 19-91, Temporarily Closing Public Ways or Grounds in Connection with a Special Event known as Adel United Methodist Church Trunk Or Treat – 10<sup>th</sup> Street between Prairie and Church Alley – Thursday, October 31, 2019 from 5:30 p.m. to 8:10 p.m.
- e) Consider Approval of Resolution No. 19-92, Authorizing Application for Financial Assistance with USDA-RD for the Water System Improvements – Phase 2 Project
- f) Consider Approval of Change Order No. 4 – Storm Water Utility Improvements – Phase 1, Section 4 – North 15<sup>th</sup> Street Project
- g) Consider Approval of Pay Estimate No. 4 (Sub-Final) – Storm Water Utility Improvements – Phase 1, Section 4 – North 15<sup>th</sup> Street Project

- h) Consider Approval of Change Order No. 003 – Adel Water Utility Improvements – Phase 1, Part B, Section 3 – Well 5 & 6 Site Work and Well House Project
- i) Consider Approval of Change Order No. 004 – Adel Water Utility Improvements – Phase 1, Part B, Section 3 – Well 5 & 6 Site Work and Well House Project
- j) Consider Approval of Pay Estimate No. 7 – Adel Water Utility Improvements – Phase 1, Part B, Section 3 – Well 5 & 6 Site Work and Well House Project
- k) Consider Approval of Change Order No. 001 – Adel Water System Improvements 2017 – Water Treatment Plant Project
- l) Consider Approval of Change Order No. 002 – Adel Water System Improvements 2017 – Water Treatment Plant Project
- m) Consider Approval of Pay Estimate No. 2 – Adel Water System Improvements 2017 – Water Treatment Plant Project
- n) Consider Approval of Pay Estimate No. 7 – Adel East Annex Sanitary Utility Improvements – Bid Package No. 1 – Lift Station

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

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

#### **DEPARTMENT HEAD REPORT**

- 1. Tentative Council Meeting – Monday, October 21 at 11:00 a.m. at Adel City Hall
- 2. Downtown Scenarios Open House – Tuesday, October 29 at 6:00 p.m. at the Adel Public Library
- 3. Joint Council - P&Z Meeting – Tuesday, November 12, 2019 at 4:30 p.m. at the Adel Public Library
- 4. 2020-2021 Council Goal Setting Session – Tuesday, November 19 at 6:00 p.m. at Adel City Hall
- 5. 2019 Adel Family Aquatic Center Report – Parks & Recreation Director Nick Schenck

#### **OLD BUSINESS**

- a) Discussion / Possible Action Regarding Annexation Request North of City Limits  
**LeMar Koethe, 3514 142<sup>nd</sup> Street, Urbandale, discussed his annexation request north of City limits. No action was taken.**

- b) Discussion / Possible Action Regarding Next Steps (i.e., Ordering a Survey and Appraisal) in Potential Sale of City Land in Kinnick Feller Park to Restoration Harmony (1015 Riverside Drive)  
**Dave Schrad, 7804 N. 96<sup>th</sup> Street, Johnston, a co-owner of Restoration Harmony, discussed the proposal. Tim Merial, 436 N. 11<sup>th</sup> Street Place, and Marsha Fisher, 711 S. 12<sup>th</sup> Street, discussed their concerns. The council discussed implementing restrictions to protect the City if the sale proceeds.**

**Motion by Christensen, seconded by Selby, to order the survey, appraisal, and begin language on a purchase agreement.**

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

#### **NEW BUSINESS**

- a) Consider Approval of Resolution No. 19-93, Approving the Application of Iowa Spring to the Iowa Economic Development Authority Under the High Quality Jobs Program

**Christensen abstained from the vote due to a conflict of interest related to his employment.**

**Motion by Ockerman, seconded by Selby, to approve Res. No. 19-93.**

**Roll: Ayes – McAdon, Miller, Selby, and Ockerman. Motion carried.**

- b) Consider Approval of Resolution No. 19-94, Approving Final Plat for Southbridge Plat 2

**Motion by Selby, seconded by Ockerman, to approve Res. No. 19-94.**

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

c) Consider Approval of Ordinance No. 345, Repealing Chapter 28, Economic Development Commission, of the Code of Ordinances of the City of Adel

**Motion by Miller, seconded by Ockerman, to approve the first reading of Ord. No. 345.**

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

**Motion by Ockerman, seconded by Christensen, to waive the second and third readings and adopt Ord. No. 345.**

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

**Mayor Peters appointed a new Community & Economic Development council committee made up of the chairs of the Water & Sewer, Street, and Budget council committees.**

d) Consider Approval of Ordinance No. 346, 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

**Mayor Peters stated that he would entertain an amendment to permit signs in the right-of-way. The council discussed the ordinance, the need to update design guidelines, and the right-of-way issue.**

**Motion by Christensen, seconded by Ockerman, to approve the first reading of Ord. No. 346 and adding “without prior council approval” to section 165.55.3.E.**

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

**Motion by Christensen, seconded by Ockerman, to waive the second and third readings and adopt Ord. No. 346 as amended.**

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

e) Consider Approval of Council Board, Committee and Commission Appointments

a. Board of Adjustment – One Opening (Term Ends July 1, 2023)

*(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one man OR one woman)*

**Motion by Ockerman, seconded by McAdon, to appoint Karen Daniel, 1009 S. 12<sup>th</sup> Street, to the City’s Board of Adjustment.**

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

f) Consider Approval of Resolution No. 19-95, Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$4,200,000 General Obligation Refunding Capital Loan Notes

**Motion by Christensen, seconded by Ockerman, to approve Res. No. 19-95.**

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

g) Consider Approval of Resolution No. 19-96, Approving Electronic Bidding Procedures and Distribution of Preliminary Official Statement

**Motion by Ockerman, seconded by McAdon, to approve Res. No. 19-96.**

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

h) Consider Approval of Pay Estimate No. 5 (Final) – 2018 Adel Street Resurfacing Project

**Motion by Christensen, seconded by Miller, to approve Pay Estimate No. 5 (Final).**

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

i) Consider Approval of Resolution No. 19-97, Accepting the 2018 Adel Street Resurfacing Project

**Motion by Selby, seconded by Miller, to approve Res. No. 19-97.**

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

- j) Consider Approval of Pay Estimate No. 5 (Final) – Storm Water Utility Improvements – Phase 1, Section 4 – North 15<sup>th</sup> Street Project

**Motion by Ockerman, seconded by Christensen, to approve Pay Estimate No. 5 (Final).**

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

- k) Consider Approval of Resolution No. 19-98, Accepting the Storm Water Utility Improvements – Phase 1, Section 4 – North 15<sup>th</sup> Street Project

**Motion by Ockerman, seconded by Miller, to approve Res. No. 19-98.**

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

#### **OTHER BUSINESS**

1. Council Member Ockerman requested information on the County shed in Kinnick Feller Park.

#### **ADJOURNMENT**

1. Meeting adjourned at 7:58 p.m.

Attest:

  
Angela Leopard, City Clerk

  
James F. Peters, Mayor

*Letter from December 2019*

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 Merial 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**  
**July 14, 2020 – Meeting Minutes**

The Adel City Council met in regular session on Tuesday, July 14, 2020. Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council was conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person was impossible or impractical. Interested persons were invited to attend the meeting via phone or videoconference. At 6:00 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, Finance Director Sandquist, Parks & Recreation Director Schenck, Library Director James, and Public Works Director Overton.

**RECOGNITION**

1. Historic Preservation At Its Best Award – Aaron Crow

**NEW BUSINESS**

- a) Consider Approval of Resolution No. 20-45, Ratifying and Approving an Addendum to the Plans and Specifications, Resetting the Dates for the Receipt and Consideration of Bids, and Ratifying and Approving a Revised Notice to Bidders and Posting Thereof – Wastewater Systems Improvements, Wastewater Treatment Plant Improvements 2019 (USDA #5)  
**Motion by Ockerman, seconded by Miller, to approve Res. No. 20-45.**  
**Roll: Ayes – Unanimous. Motion carried.**

**PUBLIC HEARINGS**

1. Proposed Authorization of a Loan Agreement and the Issuance of Not to Exceed \$4,713,000 Water Revenue Capital Loan Notes (USDA #6)  
**Motion by Christensen, seconded by Selby, to open the public hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**  
*No written or oral comments were received.*  
**Motion by Ockerman, seconded by Christensen, to close the hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**
2. Wastewater System Improvements, Wastewater Treatment Plant Improvements 2019 (USDA #5)  
**Motion by Ockerman, seconded by McAdon, to open the public hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**  
*No written or oral comments were received.*  
**Motion by Selby, seconded by Miller, to close the hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**
3. Water System Improvements 2020 – Ground Storage Reservoir  
**Motion by Ockerman, seconded by Christensen, to open the public hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**  
*No written or oral comments were received.*  
**Motion by Ockerman, seconded by Selby, to close the hearing.**  
**Roll: Ayes – Unanimous. Motion carried.**

**COMMENTS FROM THE PUBLIC**

1. Liesl Chaplin, 609 Timberview Drive – Available to answer questions on block party.

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated June 9, 2020
- b) Consider Approval of City Council Minutes Dated June 30, 2020
- c) Consider Approval of June Bills and June 30, 2020 Treasurer's Report
- d) Consider Approval of Ahlers & Cooney, P.C. June 2020 Invoice to be Applied to Retainer
- e) Consider Approval of Resolution No. 20-46, Approving Budget Transfers for City Attorney Services
- f) Consider Approval of Conflict Waiver with Ahlers & Cooney for Annexation Moratorium Agreement with Dallas Center
- g) Consider Approval of Resolution No. 20-47, Authorizing Execution of a Farm Lease with Timothy Forret
- h) Consider Approval of Resolution No. 20-48, Approving the Parks & Recreation Board's Updated Oakdale Cemetery Regulations (Policy Number 4.02.01)
- i) Consider Approval of Adel Fire Association By-Laws
- j) Consider Approval of Personnel Committee's Recommendation of Revised City Clerk Job Description
- k) Consider Approval of Resolution No. 20-49, Approving Road Closures for Timberview Neighborhood Block Party
- l) Consider Approval of Resolution 20-50, Approving a 28E Agreement for Maintenance of the Raccoon River Valley Trail (RRVT) Between the City of Adel and Dallas County Conservation Board
- m) Consider Approval of Resolution No. 20-51, Authorizing an Agreement between the City of Adel, Iowa and Ahlers & Cooney, P.C. for the Purpose of Obtaining Bond Counsel for USDA Loans and/or Grants for Financing on City Utility Infrastructure Improvements (USDA #6)
- n) Consider Approval of Pay Estimate No. 11 for the Adel Water System Improvement 2017 Project – Water Treatment Plant
- o) Consider Approval of Class C Liquor License (LC) with Outdoor Service and Sunday Sales for Keasey's Hideway, LLC
- p) Consider Approval of USDA-RD Loan Resolution for Phase 2 Water Projects (USDA #6)
- q) Consider Approval of USDA-RD Legal Services Agreement with Ahlers & Cooney, P.C. for Phase 2 Water Projects (USDA #6)

**McAdon noted a discrepancy in item "i" regarding elected vs. appointed captains.**

**Motion by Selby, seconded by Miller, to approve the consent agenda.**

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

## **DEPARTMENT HEAD REPORT**

- 1. COVID-19 Pandemic – City's Operational Changes and Efforts
- 2. City of Adel 2020-2021 Goal Setting Quarterly Report
- 3. Second Council Meeting – Monday, July 27 at 6:00 p.m.
- 4. Fireworks Update

## **OLD BUSINESS**

- a) Consider Approval of Ordinance No. 349, Amending Chapter 75, All-Terrain Vehicles and Snowmobiles – Second Reading  
**Motion by Miller, seconded by Selby, to approve the second reading of Ord. No. 349.**  
**Roll: Ayes – Miller, Selby, and Christensen. Nays – Ockerman and McAdon. Motion carried.**  
**The third reading will be considered at the next council meeting.**
  
- b) Consider Approval of Ordinance No. 354, Amending the Code of Ordinances of the City of Adel by Amending Chapter 99 – Sewer Use Charge – Second Reading  
**Motion by Christensen, seconded by Selby, to approve the second reading of Ord. No. 354.**  
**Roll: Ayes – Christensen, Miller, and Selby. Nays – Ockerman and McAdon. Motion carried.**  
**The third reading will be considered at the next council meeting.**

- c) Consider Approval of Ordinance No. 355, Amending the Code of Ordinances of the City of Adel by Amending Chapter 92 – Water Rates – Second Reading  
**Motion by Selby, seconded by Christensen, to approve the second reading of Ord. No. 355.**  
**Roll: Ayes – Miller, Selby, and Christensen. Nays – McAdon and Ockerman. Motion carried.**  
**The third reading will be considered at the next council meeting.**

## **NEW BUSINESS**

- b) Consider Approval of Resolution No. 20-37, Adopting the Envision Adel 2040 Comprehensive Plan  
**Chris Shires and Jane Reasoner with Confluence presented proposed changes and responded to questions regarding *Envision Adel 2040's* Future Land Use Plan based on last month's public hearing discussion.**  
**Motion by Christensen, seconded by Ockerman, to accept the changes except for keeping the Southbridge Plat 2 area as residential and the Planning & Zoning Commission's recommendation for the Ashworth Road route and approve Res. No. 20-37.**  
**Roll: Ayes – Unanimous. Motion carried.**
- c) Discussion / Possible Action on Setting a Public Hearing for Sale of City Land to Restoration Harmony  
**Motion by Ockerman, seconded by Miller, to set a public hearing for Tuesday, August 11, 2020 at 6:00 p.m. to consider the proposed sale of City land in Kinnick Feller Park to Restoration Harmony.**  
**Roll: Ayes – Unanimous. Motion carried.**
- d) Discussion / Possible Action on Resolution No. 20-52, Fixing Date for a Public Hearing on the Proposal to Lease Real Properties to Satellite Center, LLC, and Providing for Publication of Notice Thereof  
**No action was taken, as the essential terms of the agreement have not been reached.**
- e) Consider Approval of Historic Preservation Commission's Recommendation of Historic Preservation Grant for 801 Main Street  
**Motion by Christensen, seconded by Selby, to approve the Historic Preservation Grant of \$10,000 for 801 Main Street.**  
**Roll: Ayes – Unanimous. Motion carried.**
- f) Consider Approval of Resolution No. 20-53, Approving the 2020 City of Adel Employee Handbook  
**Motion by Miller, seconded by Selby, to approve Res. No. 20-53.**  
**Roll: Ayes – Unanimous. Motion carried.**
- g) Consider Approval of Ordinance No. 356, Amending Chapter 106 of the Code of Ordinances of the City of Adel – Collection of Solid Waste – First Reading  
**Motion by Ockerman, seconded by Miller, to approve the first reading of Ord. No. 356.**  
**Roll: Ayes – Unanimous. Motion carried.**  
  
**Motion by Ockerman, seconded by Miller, to waive the second and third readings and adopt Ord. No. 356.**  
**Roll: Ayes – Unanimous. Motion carried.**
- ~~h) Consider Approval of Ordinance No. 357, Repealing Section 165.43(8), Signs, of the Adel Code of Ordinances for The Purpose of Eliminating Conflicting Sign Code Provisions in the C-2 Zoning District – First Reading~~  
**This item was removed because it requires prior action by the City's Planning & Zoning Commission.**

- i) Consider Approval of Resolution No. 20-54, Resolution Instituting Proceedings to Take Additional Action for The Authorization of a Loan Agreement and The Issuance of Not to Exceed \$4,713,000 Water Revenue Capital Loan Notes (USDA #6)  
**Motion by Ockerman, seconded by Selby, to approve Res. No. 20-54.**  
**Roll: Ayes – Unanimous. Motion carried.**
- j) Consider Approval of Resolution No. 20-55, Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost – Wastewater Treatment Plant Improvements 2019  
**Motion by Miller, seconded by Ockerman, to approve Res. No. 20-55.**  
**Roll: Ayes – Unanimous. Motion carried.**
- k) Consider Approval of Resolution No. 20-56, Adopting Plans, Specifications, Form of Contract and Estimate of Cost - Water System Improvements 2020 – Ground Storage Reservoir  
**Motion by Christensen, seconded by Miller, to approve Res. No. 20-56.**  
**Roll: Ayes – Unanimous. Motion carried.**
- l) Consider Approval of Resolution No. 20-57, Designating Low Bidder on The Public Improvement Project Designated Water System Improvements 2020, Ground Storage Reservoir  
**Motion by Miller, seconded by Ockerman, to approve Res. No. 20-57.**  
**Roll: Ayes – Unanimous. Motion carried.**
- m) Consider Approval of Resolution No. 20-58, Making Award of Construction Contract – Water System Improvements 2020 – Ground Storage Reservoir  
**Motion by Ockerman, seconded by Christensen, to approve Res. No. 20-58 with deferment of action until the council meeting at 6:00 p.m. on Monday, July 27, 2020.**  
**Roll: Ayes – Unanimous. Motion carried.**
- n) Consider Approval of Resolution No. 20-59, Directing the Sale and Delivery of \$10,880,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2020B, for Payment of Project Costs of the Sewer System Project (USDA #5)  
**Motion by Ockerman, seconded by Miller, to approve Res. No. 20-59.**  
**Roll: Ayes – Unanimous. Motion carried.**
- o) Consider Approval of and Filing the Form of Tax Exemption Certificate for the Sewer System Project  
**Motion by Christensen, seconded by Ockerman, to approve and file the Form of Tax Exemption Certificate for the Sewer System Project (Wastewater Treatment Plant).**  
**Roll: Ayes – Unanimous. Motion carried.**
- p) Consider Approval of Resolution No. 20-60, Authorizing the Issuance of \$10,880,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2020B (USDA#5)  
**Motion by Ockerman, seconded by Selby, to approve Res. No. 20-60.**  
**Roll: Ayes – Unanimous. Motion carried.**
- q) Consider Approval of Mayoral Board, Committee and Commission Appointments  
1. Library Board – One Opening  
*(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one man)*  
**Mayor Peters selected Wayne Rebischke for re-appointment to the Library Board.**  
**Motion by Christensen, seconded by Miller, to approve the Mayor’s selection.**  
**Roll: Ayes – Unanimous. Motion carried.**
- r) Consider Approval of Council Board, Committee and Commission Appointments

1. Board of Adjustment – One Opening

*(Per Iowa Code 69.16A – Gender Balance, requires the appointment of one woman OR one man)*

**Motion by Ockerman, seconded by Selby, to appoint Larry Crannell to the Board of Adjustment.  
Roll: Ayes – Unanimous. Motion carried.**

- s) Discussion / Possible Action on Resolution No. 20-61, Appointing A Representative to The Central Iowa Regional Housing Authority Board of Directors for A Three-Year Term  
**No action was taken, as there were no applicants.**

**OTHER BUSINESS**

1. Council Member Christensen stated that the State is offering rental and foreclosure assistance at IowaHousingRecovery.com and small business assistance at IowaBusinessRecovery.com.
2. Mayor Peters announced the next council meeting is scheduled for Monday, July 27, 2020 at 6:00 p.m.

**ADJOURNMENT**

1. Meeting adjourned at 7:35 p.m.

---

James F. Peters, Mayor

Attest: \_\_\_\_\_  
Brittany Sandquist, Deputy City Clerk

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

August 11, 2020

6:00 P.M.

- Public hearing on the proposal to convey real property to Elmwood Real Estate, LLC
- Resolution approving and authorizing the conveyance of real property to Elmwood Real Estate, LLC

**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.**

August 11, 2020

The City Council of the City of Adel in the State of Iowa, met in \_\_\_\_\_ session, by electronic meeting pursuant to Iowa Code Section 21.8, at 6:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance to Elmwood Real Estate, LLC, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

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

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

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

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO ELMWOOD REAL ESTATE, LLC", 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 \_\_\_\_\_, 2020, 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. 20-71

RESOLUTION APPROVING AND AUTHORIZING THE  
CONVEYANCE OF REAL PROPERTY TO ELMWOOD REAL  
ESTATE, LLC

WHEREAS, the City Council of the City of Adel (the "City") has received a proposal from Elmwood Real Estate, LLC (the "Buyer") in the form of a purchase agreement (the "Agreement"), which proposes that the City would convey certain City-owned property to the Buyer for \$22,000 and other valuable consideration, which property is legally described as follows:

BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE 86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

WHEREAS, pursuant to the terms of the Agreement, the Buyer would receive the Property subject to certain terms and conditions set forth in the Agreement, including but not limited to: (i) a right of first refusal held by the City, (ii) use restrictions prohibiting Buyer from using the Property in a manner that alters the feel of the Kinnick Feller Riverside Park, including that Buyer shall not erect any fence on the Property or remove trees from the Property without the City's consent, and (iii) certain easements for a sanitary sewer line, an encroaching fence, and the access of adjacent property owners to Kinnick Feller Riverside Park; and

WHEREAS, pursuant to notice published as required by law, the City Council of the City of Adel on the 11<sup>th</sup> day of August, 2020, held a hearing on the proposal to convey the above-described real property pursuant to the terms of the Agreement, and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the real property described in the preambles hereof shall be convey by the City to Elmwood Real Estate, LLC under the terms of the Agreement.

Section 2. The Mayor and City Clerk are authorized to sign the Agreement and all related documents for the conveyance of the Property described herein.

Section 3. The Mayor, City Clerk, and administrative officers of the City are authorized to take all actions necessary to complete the above-described transaction, including execution of ancillary documents.

PASSED AND APPROVED this 11th day of August, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## REAL ESTATE PURCHASE OFFER

TO: Elmwood Real Estate, LLC, a Nebraska limited liability company (the "Buyer").

The City of Adel, Iowa (the "Seller") hereby offers to sell and the Buyer agrees to buy the real property locally known as 1015 Riverside Dr., Adel, IA 50003 and legally described as:

BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE 86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions and (ii) easements and restrictive covenants currently of record or reserved by Seller in this Agreement, and (iii) a right of first refusal in Seller as reserved in this Agreement (the "Property"). The Seller and Buyer acknowledge that the Buyer already owns and is in possession of the improvements on the Property.

**1. PURCHASE PRICE.** The Purchase Price shall be \$22,000.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price as follows:

a. \$5,000.00 as an earnest money deposit ("Earnest Deposit") upon acceptance of this Agreement by Seller, to be payable to and held in trust by Ahlers & Cooney, P.C. (the "Escrow Agent"), and

b. the balance of the Purchase Price in cash at the time of closing with proper adjustments as may be provided in this Agreement.

**2. REAL ESTATE TAXES.** The Buyer is currently in possession of the Property and shall therefore be responsible for all real estate taxes against the Property. No real estate tax proration credit shall be given by the Seller to the Buyer at closing. Buyer shall be responsible for all future real estate taxes assessed against the Property.

**3. SPECIAL ASSESSMENTS.** The Buyer is currently in possession of the Property and shall therefore be responsible for any current and future special assessments against the Property.

**4. RISK OF LOSS AND INSURANCE.**

- a. Buyer shall bear the risk of loss or damage to the Property prior to Closing.
- b. In the event of substantial damage or destruction to the Property prior to closing, the parties shall proceed to Closing and the Buyer shall be entitled to any insurance proceeds resulting from the casualty event, if any.

**5. CLOSING AND POSSESSION.**

a. Closing shall occur on a date mutually agreed to between the parties on or before September 15, 2020 (the "Closing Date").

b. The parties acknowledge that Buyer already is in possession of the Property pursuant to a lease agreement and shall be entitled to continued possession of the Property ("Possession") on the Closing Date.

c. This transaction shall be considered closed upon:

- i. The filing of all title transfer documents, and
- ii. Seller's receipt of all funds due from Buyer under this Agreement ("Closing").

d. At Closing, Buyer agrees to pay all costs incurred by either party related to or arising out of this transaction, including but not limited to:

- i. The costs of Seller's appraisal of the Property,
- ii. The costs of Seller's survey of the Property,
- iii. All abstracting costs,
- iv. Seller's legal fees and newspaper publication costs related to the drafting and approval of this Agreement,
- v. Buyer's legal fees,
- vi. Recording fees for the conveyance documents and any title curative documents,

vii. Transfer tax, if any, and

viii. Any other costs incurred by either party arising out of the transaction contemplated by this Agreement.

**6. FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

**7. CONDITION OF PROPERTY.**

a. No Reliance. Buyer acknowledges and agrees that (a) any information or report which is delivered by Seller to Buyer concerning the Property, if any, shall be for general informational purposes only, (b) Buyer shall not have any right to rely on any such report delivered by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and reports commissioned by Buyer with respect thereto, and (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report.

b. Disclaimers. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LEASING, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, OR THE COMPLIANCE OF THE PROPERTY WITH LAWS. BUYER ACKNOWLEDGES AND AGREES THAT AT THE CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY. AT THE CLOSING, BUYER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED SELLER (AND SELLER'S ELECTED OFFICIALS, ADMINISTRATIVE STAFF, EMPLOYEES, AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND

OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S ELECTED OFFICIALS, ADMINISTRATIVE STAFF, EMPLOYEES, AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY.

c. Effect and Survival of Disclaimers. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property takes into account that the Property is being sold subject to the provisions of this Section 7. Seller and Buyer agree that the provisions of this Article shall survive Closing.

## **8. ABSTRACT AND TITLE.**

a. Seller, at Buyer's request and expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to Buyer's attorney for examination.

b. The abstract shall show marketable title in Seller in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) calendar days written notice to the other party. Upon receipt of a copy of said written notice of rescission, Escrow Agent shall immediately return the Earnest Money to Buyer.

c. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

## **9. SURVEY.**

a. If a survey or property subdivision is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof.

b. Seller has had the Property surveyed and certified by a registered land surveyor prior to the date of this Agreement. Buyer shall pay for the costs of the survey at Closing. Buyer may, at Buyer's expense prior to Closing, have an additional survey of the Property completed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

## **10. DEED AND RIGHT OF FIRST REFUSAL.**

a. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by Deed Without Warranty, the form of which is attached hereto as Exhibit A, subject to: (i) a right

of first refusal described herein, (ii) the use restrictions described in Paragraph 11 hereof, and (iii) those easements described in Exhibit B and in Paragraph 12 hereof. and other restrictions and encumbrances as described in this Agreement.

b. Right of First Refusal. For a period of twenty years after recordation of the Deed Without Warranty (the "Restriction Period"), if at any time, Buyer seeks to sell the Property (or any portion thereof) to a third party, Buyer shall provide written notice to Seller of the terms of (1) any offers or agreements to buy the Property that Buyer receives and desires to accept for sale of the Property. Seller shall have thirty (30) days after said notice to notify Buyer of Seller's intent to exercise this right of first refusal. If Seller exercises this right, then Seller and Buyer shall enter into an agreement containing terms identical to those contained in the offer or agreement referred to above, except closing shall occur sixty (60) days after Seller notifies Buyer of Seller's intention to exercise this right of first refusal. If Seller does not exercise this right of first refusal, then Buyer may sell the Property pursuant to the above-referenced offer or agreement without alteration of its terms, and this right of first refusal shall terminate with respect to that portion of the Property so sold, but it shall not terminate with respect to any portion of the Property not sold.

**11. USE RESTRICTIONS.** The conveyance of the Property to Buyer is subject to use restrictions as described in the Deed Without Warranty prohibiting Buyer from using the Property in a manner that alters the feel of the Kinnick Feller Riverside Park, including that Buyer shall not erect any fence on the Property or remove trees from the Property without the prior consent of the Seller during the Restriction Period.

**12. EASEMENTS.** The conveyance of the Property to Buyer is subject to the Buyer's prior execution of the three (3) easements attached hereto as Exhibit B.

**13. USE OF PURCHASE PRICE.** Seller agrees that at time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and to acquire outstanding interests, if any, prior to the proceeds being paid to Seller.

**14. REMEDIES OF THE PARTIES.**

a. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and the Earnest Deposit shall be forfeited.

b. If Seller fails to timely perform this Agreement, Buyer has the right to terminate this Agreement and have the Earnest Deposit returned.

c. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

**15. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

**16. GENERAL PROVISIONS.**

a. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

b. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing.

c. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer.

d. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement.

e. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**17. NO REAL ESTATE AGENT OR BROKER.**

a. Neither party has used the service of a real estate agent or broker in connection with this transaction.

b. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

**18. CERTIFICATION.** Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

*[Signature Page to Follow]*

**ACCEPTANCE.** When accepted, this Agreement shall become a binding contract.

**SELLER:**  
**City of Adel, Iowa**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

301 S. 10th Street  
PO Box 248  
Adel, IA 50003

**BUYER:**  
**Elmwood Real Estate, LLC,**  
**A Nebraska limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

20602 Meadow Oaks Dr.  
Springfield, NE 68059

EXHIBIT A  
SPECIAL WARRANTY DEED

*See Following Pages*

**DEED WITHOUT WARRANTY  
Recorder's Cover Sheet**

**Preparer Information:**

Jenna H. Bishop  
100 Court Avenue, Suite 600  
Des Moines, IA 50309-2231  
Phone: (515) 243-7611

**Taxpayer Information:**

Elmwood Real Estate, LLC  
20602 Meadow Oaks Dr.  
Springfield, NE 68059

**Return Document To:**

Elmwood Real Estate, LLC  
20602 Meadow Oaks Dr.  
Springfield, NE 68059

**Grantor:** City of Adel, Iowa

**Grantee:** Elmwood Real Estate, LLC

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

## **DEED WITHOUT WARRANTY**

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Adel, Iowa, a municipality organized and existing under the laws of Iowa, ("Grantor") does hereby convey to Elmwood Real Estate, LLC, ("Grantee") the following described real estate in Dallas County, Iowa ("Property"):

BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE 86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

*This transfer is exempt under Iowa Code Chapter 428A.2.19.*

USE RESTRICTION. This conveyance is subject to and conditioned upon the Property being used by Grantee in a manner that does not alter the feel of the Kinnick Feller Riverside Park, including that Grantee shall not erect any fence on the Property or remove trees from the Property without the prior consent of the Grantor, for a period of twenty years after recordation of this Deed Without Warranty ("Restriction Period").

RIGHT-OF-FIRST REFUSAL. If, at any time during the Restriction Period, Grantee seeks to sell the Property (or any portion thereof) to a third party, Grantee shall provide written notice to Grantor of the terms of (1) any offers or agreements to buy the Property that Grantee receives and desires to accept for sale of the Property. Grantor shall have thirty (30) days after said notice to notify Grantee of Grantor's intent to exercise this right of first refusal. If Grantor exercises this right, Grantor and Grantee shall then enter into an agreement containing terms identical to those contained in the offer or agreement referred to above, except closing shall occur sixty (60) days after Grantor notifies Grantee of Grantor's intention to exercise this right of first refusal. If Grantor does not exercise this right of first refusal, then Grantee may sell the Property pursuant to the above-referenced offer or agreement without alteration of its terms, and this right of first refusal shall terminate with respect to that portion of the Property so sold, but it shall not terminate with respect to any portion of the Property not sold.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_, 2020.

CITY OF ADEL, IOWA

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
James F. Peters, Mayor Angela Leopard, City Clerk

STATE OF IOWA, COUNTY OF DALLAS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 SAID STATE

My commission expires: \_\_\_\_\_

**EXHIBIT B  
EASEMENTS**

*See Following Pages*

01723183-2\10113-1005

---

Prepared by: Jenna H. Bishop, Ahlers & Cooney PC, 100 Court Ave Ste 600, Des Moines IA 50309 Ph 515-243-7611  
Return to: City Clerk, City of Adel, 301 S. 10<sup>th</sup> Street, P.O. Box 248, Adel, Iowa 50003

### **SANITARY SEWER EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS** that the undersigned property owner **ELMWOOD REAL ESTATE, LLC**, a Nebraska limited liability company (hereinafter called “Grantor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey to the **CITY OF ADEL, IOWA**, an Iowa municipal corporation (hereinafter called “City”), a perpetual easement and right-of-way under, over, on, through, across, and within the following described real estate:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE AN OFFICIAL PLAT AS RECORDED IN THE DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N00°11'10"W, 67.65 FEET TO THE POINT OF BEGINNING; THENCE S86°45'09"W, 264.38 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 19-117; THENCE ALONG SAID WEST LINE N00°11'10"W, 10.01 FEET; THENCE N86°45'09"E, 292.36 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 19-117; THENCE ALONG SAID EAST LINE S00°11'10"E, 10.01 FEET; THENCE S86°45'09"W, 27.99 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 2924 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

(hereinafter called “Easement Area”), for the purpose of the City constructing, reconstructing, repairing, replacing, inspecting, and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.**  
Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the City, nor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour in the Easement Area without prior written consent of the Grantor's grantees, assigns, or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across, or within the Easement Area.
4. **MAINTENANCE.** Except as specified herein, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor and its grantees, assigns, or transferees.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod, or any other ground cover. The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on the Grantor and its successors and assigns.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

*[Signature page follows]*



---

Prepared by: Jenna H. Bishop, Ahlers & Cooney PC, 100 Court Ave Ste 600, Des Moines IA 50309 Ph 515-243-7611  
Return to: City Clerk, City of Adel, 301 S. 10<sup>th</sup> Street, P.O. Box 248, Adel, Iowa 50003

**FENCE ENCROACHMENT EASEMENT**

**WHEREAS**, the undersigned property owner **ELMWOOD REAL ESTATE, LLC**, a Nebraska limited liability company (hereinafter called “Grantor”), is the owner of the following described property:

BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE 86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD

(the “Property”); and

**WHEREAS**, the survey of the Property dated November 25, 2019 prepared by McClure & Associates, a copy of which is attached hereto as Exhibit A, evidences that a chain link fence constructed on Lot Eight (8) of Parkview Place, a Subdivision of the City of Adel, Dallas County, Iowa (the “Benefitted Property”) encroaches north over the property boundary onto the Property; and

**WHEREAS**, Grantor desires to document the encroachment and provide the owners of the Benefitted Property an easement for the encroachment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey to Sue E. Merial and Timothy R. Merial, the owners of the Benefitted Property (hereinafter called "Benefitted Party"), and the grantees, heirs, successors, and assigns of the Benefitted Party, an easement for the right to encroach upon the following described portion of the Property:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE AN OFFICIAL PLAT AS RECORDED IN THE DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE S89°43'50"W, 123.00 FEET TO THE POINT OF BEGINNING; THENCE N00°11'10"W, 3.00 FEET; THENCE S89°43'50"W, 71.00 FEET; THENCE S00°11'10"E, 3.00 FEET; THENCE N89°43'50"E, 71.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 273 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

(hereinafter called "Easement Area").

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** Benefitted Party and its grantees, heirs, successors, and assigns shall not erect any structure, building, fence (other than is existing as of the date of this Easement), or other structure over, on, through, across, or within the Easement Area without obtaining the prior written consent of the Grantor, or its grantees, nor shall the Benefitted Party cause or permit any obstruction to be placed over, on, through, across, or within the Easement Area without obtaining the prior written consent of the Grantor, or its grantees.
2. **MAINTENANCE.** Grantor shall have no responsibility for maintenance of any land in the Easement Area. Benefitted Party shall maintain the Easement Area and shall keep the Easement Area free from debris and overgrowth.
3. **RIGHT OF ACCESS.** Grantor shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Property as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting, or material placed or erected over, on, through, across, or within the Easement Area.
4. **TERMINATION.** This Easement shall terminate upon demolition or relocation of the Benefitted Property's fence, or the portion of the fence that encroaches into the Easement Area. Benefitted Party shall will remove any and all debris from the Easement Area caused by such demolition or relocation, and shall replace any landscaping, trees, shrubs, bushes, or landscape elements on the Property that are harmed by such demolition or relocation.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on the Grantor and its grantees and assigns.



**ACCESS EASEMENT**

**WHEREAS**, the undersigned property owner **ELMWOOD REAL ESTATE, LLC**, a Nebraska limited liability company (hereinafter called “Grantor”), is the owner of the following described property:

BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE 86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD

(the “Property”); and

**WHEREAS**, the Property was previously owned by the City of Adel, Iowa, and as a condition to the City’s conveyance of the Property to Grantor, the Grantor was required to provide for the continued access across the Property to the Kinnick-Feller Riverside Park (the “Park”) which has been enjoyed by the owners of Lots Seven (7), Eight (8), and Nine (9) of Parkview Place, a Subdivision of the City of Adel, Dallas County, Iowa (the “Benefitted Properties”); and

**WHEREAS**, the Grantor desires to provide the owners of the Benefitted Properties, and their invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors, suppliers,

successors, and assigns continuous and perpetual access on, over, and across the Property for the purposes of accessing the Park.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby convey this Easement on the following terms and conditions:

1. **GRANT OF EASEMENT.** The Grantor hereby grants and conveys to the owners of the Benefitted Properties, and their invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors, suppliers, successors, and assigns a perpetual access easement (the "Easement") for unrestricted ingress and egress on, over, and across the Property, for the ingress and egress of pedestrian access to the Park.
2. **GRANTOR'S USE OF THE PROPERTY.** Grantor, its successors and assigns, shall have the right to use the Property insofar as such use does not unreasonably impair, interfere with, or obstruct the use or enjoyment of the Easement by the owners of the Benefitted Properties, or their invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors, suppliers, successors or assigns.
3. **RESTRICTIONS.** Grantor, its successors and assigns, shall ensure that no barricades, signs, fences, or other dividers will be constructed in, over, or upon the Property that would unreasonably impair, interfere with, or obstruct the use or enjoyment of the Easement by the owners of the Benefitted Properties. Grantor, its successors and assigns, shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted access over and across the Property under the terms and conditions of this Easement. Grantor, its successors and assigns, shall not erect any structure or plant, nor permit any trees or vegetative growth in the Property which might reasonably be expected to obstruct or impair the proper use of such Property by the owners of the Benefitted Properties for its intended purpose.
4. **MAINTENANCE.** The owners of the Benefitted Properties shall have no responsibility for maintenance of any land in the Property. Grantor, its successors and assigns, shall maintain the Property and shall keep the Property free from debris and overgrowth that would reasonably be expected to obstruct or impair the proper use of such Property by the owners of the Benefitted Properties for its intended purpose.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on the Grantor and its grantees and assigns.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

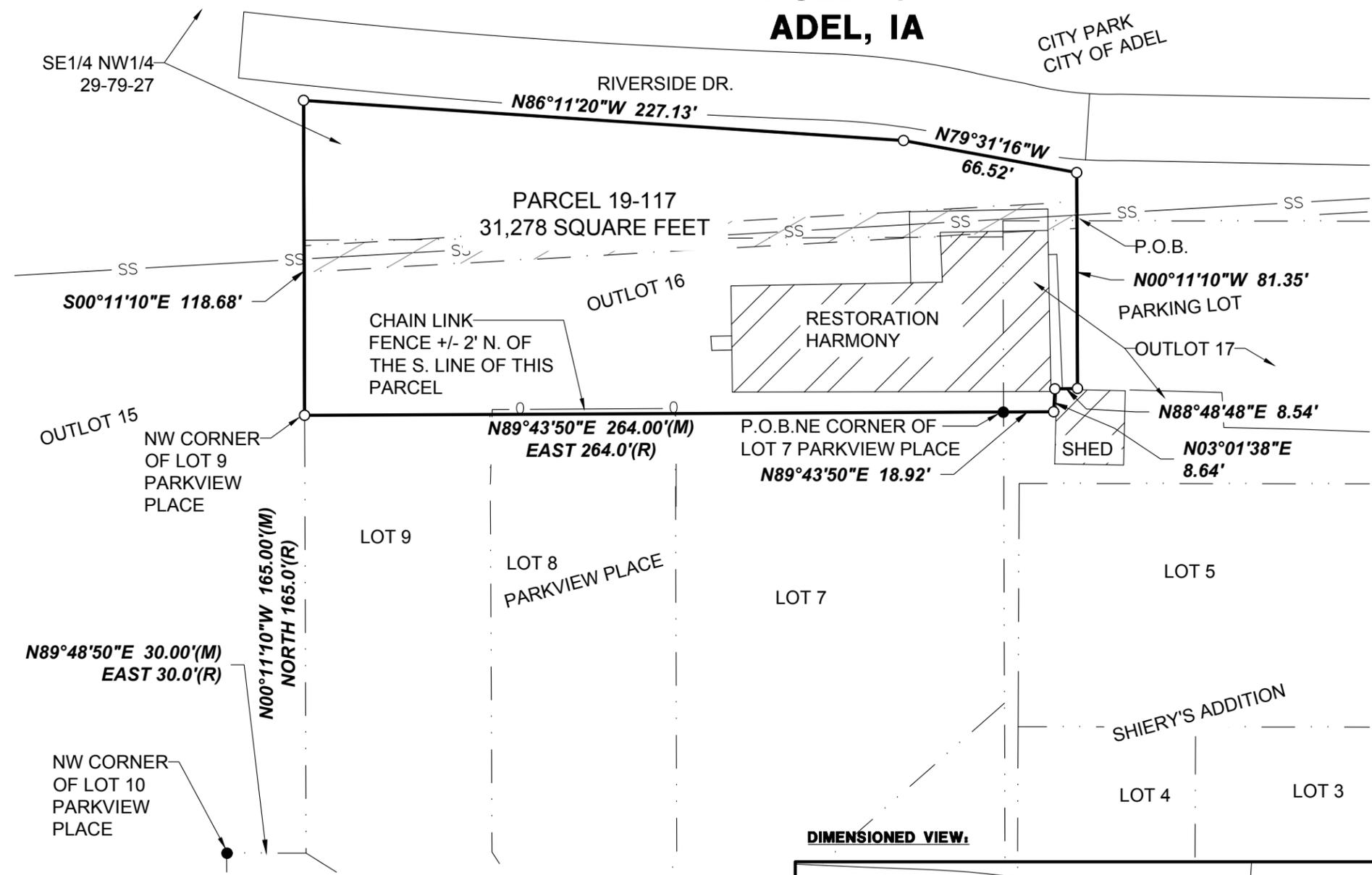
*[Signature page follows]*



# PLAT OF SURVEY PARCEL 19-117 ADEL, IA



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



INDEX LEGEND	
CITY:	ADEL
COUNTY:	DALLAS
TRS:	SE 1/4 NW 1/4 SECTION 29, T79N, R27W
LOTS:	OUTLOT 16 AND OUTLOT 17 OF THE ORIGINAL TOWN PLAT OF ADEL
PROPRIETOR:	CITY OF ADEL
REQUESTED BY:	CITY OF ADEL
SURVEYOR:	JOHN DEWEY
COMPANY:	MCCLURE
RETURN TO:	JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

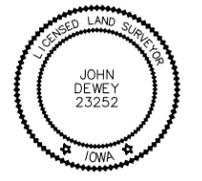
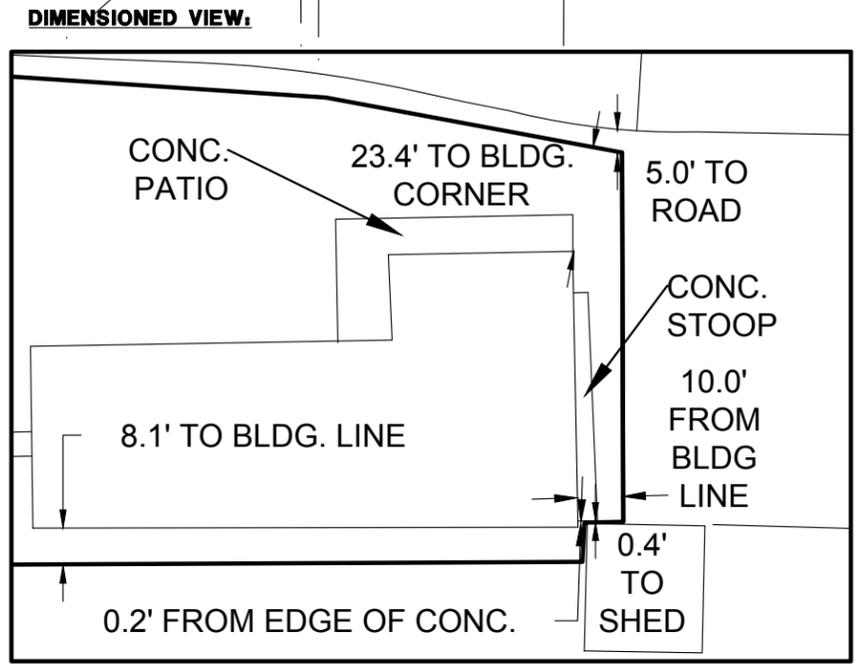
AREA:	
OUTLOT 16:	17,424 SQ FT
OUTLOT 17:	1,936 SQ FT
SE 1/4 NW 1/4	
27-79-27:	11,918 SQ FT
TOTAL:	31,278 SQ FT

GENERAL LEGEND	
	SURVEY BOUNDARY
	CHAIN LINK FENCE
	EXIST PROPERTY LINE
	PROPOSED EASEMENT
	SANITARY SEWER
MONUMENTS FOUND:	
	5/8" REBAR NO CAP (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
	1/2" REBAR W/OPC 23252
FD	FOUND
OPC	ORANGE PLASTIC CAP
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

### LEGAL DESCRIPTION:

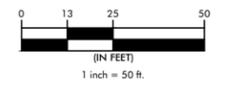
BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.64 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE N86°11'20"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 264.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: \_\_\_\_\_  
NAME: JOHN DEWEY, PLS NO. 23252  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019  
PAGES OR SHEETS COVERED BY THIS SEAL: 2 SHEETS



PLAT OF SURVEY  
PARCEL 19-117

ADEL, IA  
DALLAS  
2613002  
11/25/2019  
REVISIONS

ENGINEER: J. DEWEY  
DRAWN BY: J. DEWEY

SURVEYOR: J. DEWEY  
CREW CHIEF: B. MCGINTY

DRAWING NO.: 01-01  
SHEET NO.: 01/02

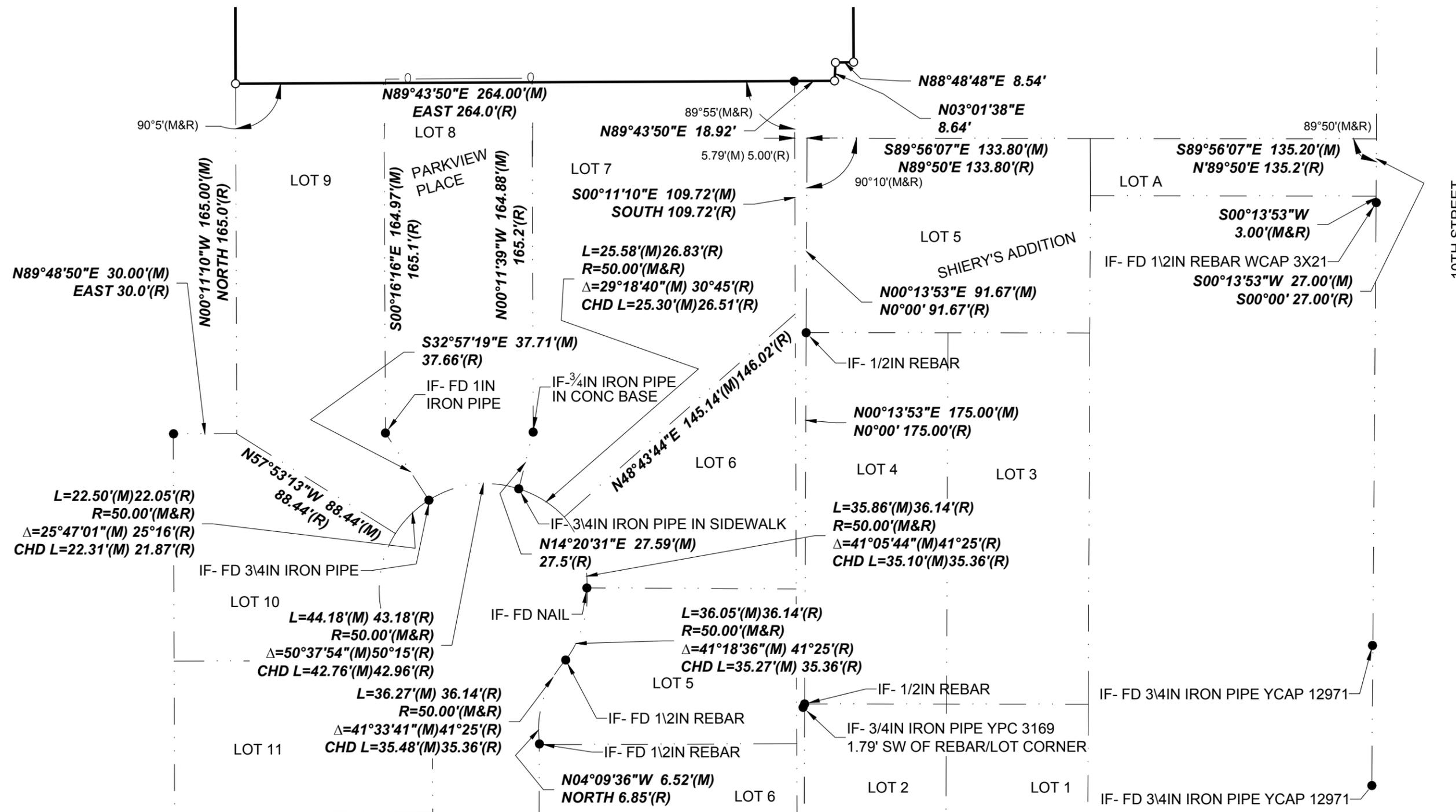
DRAWING PATH: N:\Projects\ADL\_2613002\Survey\2613002\_BDRY\_Colice.dwg



**McCLURE™**

making lives better.

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

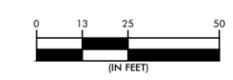


10TH STREET

1 SHEET



NORTH



PLAT OF SURVEY  
PARCEL 19-117

ADEL, IA  
DALLAS  
2613002  
11/25/2019  
REVISIONS

ENGINEER  
DALLAS  
2613002  
11/25/2019  
REVISIONS

DRAWING PATH: N:\Projects\ADL\_2613002\Survey\2613002\_BDRY\_Colice.dwg



The Olson Group

---

SUMMARY APPRAISAL REPORT

LAND "AS VACANT"

LOCATED AT

1015 RIVERSIDE DRIVE  
ADEL, DALLAS COUNTY, IOWA

PREPARED FOR

MR. ANTHONY BROWN  
CITY ADMINISTRATOR  
CITY OF ADEL  
301 S. 10<sup>TH</sup> STREET  
ADEL, IOWA 50003

PREPARED BY

THE OLSON GROUP  
4610 153<sup>RD</sup> STREET  
URBANDALE, IOWA 50325  
(515) 265-1650

VALUATION DATE

MARCH 4, 2020

Real Estate Appraising and Consulting



# The Olson Group

Real Estate Appraising and Consulting

March 10, 2020

Mr. Anthony Brown  
City Administrator  
City of Adel  
301 S. 10<sup>th</sup> Street  
Adel, Iowa 50003

Reference: Land "As Vacant"  
1015 Riverside Drive  
Adel, Dallas County, Iowa  
(File #: OG20021)

Dear Mr. Brown:

In accordance with your request, I have completed a summary appraisal report on the above-referenced property.

The purpose of this appraisal is to provide an opinion of the market value of the fee simple estate. The value opinion applies as of March 4, 2020. The property rights appraised are fee simple title ownership, assuming no indebtedness against the property, but considering a typical capital structure.

The subject consists of an irregular shaped site containing an area of 31,278.0 square feet. The site is zoned CN, Conservation District.

As a result of my investigation and analysis, as summarized in this report, the opinion of value, as of March 4, 2020, is:

**TWENTY-TWO THOUSAND DOLLARS\***  
**(\$22,000.00)**

**\*Market value opinion based on a hypothetical condition - see Page 2.**

The Olson Group  
4610 153rd Street • Urbandale, Iowa 50323  
olsongroup@mchsi.com • 515.265.1650

Mr. Anthony Brown  
March 10, 2020  
Page Two

I am not qualified to detect or identify hazardous substances, which may, or may not, be present on, or in, this property. The presence of hazardous materials may affect value, and I have appraised this property assuming that there are no hazardous substances, but I do urge the user of this report to obtain the services of specialists for the purpose of conducting an environmental audit.

I certify that I have no interest, present or proposed, in the subject property, and that my fee is in no way contingent upon the value reached. This appraisal is made subject to current contingent and limiting conditions.

Sincerely,

  
Michael D. Olson  
Certified General Real  
Property Appraiser  
CG01060

MDO:lw

SUBJECT –  
LOOKING SOUTHEAST



SUBJECT –  
LOOKING SOUTHWEST



RIVERSIDE DRIVE –  
LOOKING EAST



RIVERSIDE DRIVE –  
LOOKING WEST



## PREFACE

Title Page  
Letter of Transmittal  
Photographs

## TABLE OF CONTENTS

Summary of Important Data and Conclusions	1
The Appraisal Process and Scope of the Appraisal	3
Date and Purpose of the Appraisal	5
Greater Des Moines Metropolitan Area	6
Metropolitan Area Map	12
City Map	13
Description of the Subject Property	14
Plat of Survey	15
Highest and Best Use	16
 <u>SALES COMPARISON APPROACH:</u>	
Explanation of the Sales Comparison Approach	18
Land Value Opinion	19
Land Sales	20
Land Sale Location Map	26
Land Sale Comparison Table	27
Correlation of Sale Data	28
Certification	30
Contingencies and Limiting Conditions	31
Qualifications	33

EXHIBITS:

Plat of Survey

Zoning Ordinance

Public Records - Subject

Public Records - Land Sales

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

PROPERTY IDENTIFICATION: Land "As Vacant"  
1015 Riverside Drive  
Adel, Dallas County, Iowa

LEGAL DESCRIPTION: Part of Outlots 16 & 17, Original Town -  
See Exhibits.

FEE OWNER: City of Adel, Iowa

PURPOSE OF APPRAISAL: To estimate the market value.

DATE OF VALUE OPINION: March 4, 2020

INTENDED USE OF APPRAISAL: For internal purposes.

INTENDED USER: City of Adel.

PROPERTY RIGHTS APPRAISED: Fee simple estate.

LOT SIZE: 31,278.0 Sq. Ft., or 0.72 Acres.

ZONING: CN, Conservation District.

FLOOD ZONE: X. FEMA Panel No. 19049C 0310F, dated  
December 7, 2018.

HIGHEST & BEST USE: Existing use.

MARKET VALUE OPINION: **\$22,000.00\***

EXPOSURE PERIOD: 6 to 12 months

SALE HISTORY: There has been no change in ownership  
involving the subject property within  
the past five (5) years.

\*HYPOTHETICAL CONDITION:

That which is contrary to what exists but is supposed for the purposed of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.)

The subject property is presently zoned CN, Conservation District. As improved and utilized, the current commercial use is a non-conforming use. The value opinion arrived at in this analysis is based on allowing the current or an alternative commercial use be permitted for the foreseeable future or in perpetuity.

## THE APPRAISAL PROCESS AND SCOPE OF THE APPRAISAL

The appraisal process is defined as a systematic analysis of the factors that bear upon the value of real estate. It is an orderly program by which the problem is defined, the real work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an opinion of value.

The process involves an inspection of the neighborhood and of the subject property, searching for comparable data in the market and in the public records, and analysis of all the material gathered.

In most income producing properties, three traditional basic approaches by which data may be processed into an indication of value are used. A value opinion is developed from each approach, independent of the other two methods. From the three approaches, an upper limit and a lower limit of value is indicated. These three approaches are the Cost Approach, the Income Capitalization Approach, and the Sales Comparison Approach.

The Cost Approach is defined as that approach in appraisal analysis, which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements, which represent the highest and best use of the land, or when relatively unique or specialized improvements are located on the site and for which there exists no comparable properties for sale on the market.

First, in the Cost Approach, an opinion of the value of land is made based on an analysis of market data (i.e., recent comparable land sales and current offerings of similar land parcels. Second, to this opinion of land value (free of improvements), an independent opinion of the cost of the improvements less loss of value due to depreciation (three causes are physical wear and tear, functional obsolescence, and external obsolescence) is added. This summation of land and depreciated value of the improvements results in the value indicated by the Cost Approach. This approach was not considered applicable for this appraisal problem and will not be developed.

The Income Capitalization Approach is defined as that procedure in appraisal analysis, which converts anticipated benefits (dollar income amenities) to be derived from the ownership of property into a value opinion. The Income Capitalization Approach is widely applied in appraising income-producing properties. Anticipated future income

and/or reversions are discounted to a present worth figure through the capitalization process. The appraisal of land does not, as a rule, lend itself to the technique of the income capitalization approach. In some areas, where there is an active market for leased land, significant data could be readily accumulated and justified. In this case, however, accurate data is difficult to obtain because of the lack of recent sales of leased land and the resulting difficulty in obtaining a proper rate. This approach will not be used in this appraisal.

The Sales Comparison Approach is defined as an appraisal procedure in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market (price wise), and fixing the higher limit of value in a declining market; and the latter fixing the higher limit in any market.

It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this method is dependent on (1) the availability of comparable sales data; (2) the verification of the sales data; (3) the degree of comparability or extent of adjustments necessary for difference; and (4) the absence of non-typical conditions affecting the sale price. This approach will be utilized.

The final value opinion represents the appraiser's conclusion resulting from the application of appraisal analysis, including reconciliation of findings, to the appraisal problem at hand. It is the resultant conclusion derived from an analysis of the indications developed in the approaches to value as utilized in the appraisal. This opinion will reflect the definition of value sought.

All information regarding sales for the comparable properties used in this report has been confirmed by several sources, i.e., buyer, seller, real estate agent, etc. I have also reviewed public records on each of the properties for additional verification.

## DATE AND PURPOSE OF THE APPRAISAL

The term "Market Value" is defined in the Fifth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, as follows:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The value opinion applies as of March 4, 2020. The purpose of this appraisal is to provide a market value opinion of this property in fee simple.

DSM/Ames/WDM, IA Metropolitan Statistical Area (MCA)

The City of Des Moines is the County Seat of Polk County, as well as the Capitol of the State of Iowa. Des Moines is located in a slightly lower-central part of the State and is located at the major intersection of Interstates #35 and #80. As a result, it is easily accessible to and from other parts of Iowa. In addition to Interstates #35 and #80 that wrap around the north and west edges of Des Moines, there are similar Highways #5 and #65 that finish the circle around Des Moines on the south and east edges, respectfully.

Also Interstate #235 comes into the center of Des Moines via Interstate #35 from the north and extends west via Interstate #80. The City is located approximately 900 feet above sea level on flat and gently sloping land. The lowest geographical point in the metropolitan area is the Des Moines River, where it passes the northeastern corner of Warren County and the southeastern corner of Polk County. Des Moines has a climate described as "continental", where there are marked seasonal contrasts in temperatures and precipitation.

The population of this commonly called Greater Des Moines area, made up of the Des Moines-Ames-West Des Moines Metropolitan Statistical areas of Polk, Dallas, Warren, Madison, Story, Boone, and Guthrie Counties, was at 722,323 per the 2010 census. The 2017 estimated population is 806,863; an increase of 11.7%. The population of Des Moines itself went from 193,886 in 2010 to 217,521 in 2017, or an increase of 12.2% in population. Polk County went from an estimated population of 430,640 in 2010 to 474,045 in 2016 or an increase of 10.1%.

West Des Moines, Urbandale, Clive, Altoona, Johnston, Pleasant Hill and Ankeny are located on the western, eastern and northern edges and are rapidly growing communities. Both Altoona and West Des Moines have had and are having major investments in data farms for two of the biggest users. In addition, there is a second ring of communities that are also growing and contributing to a vibrant central Iowa population center. These are Grimes to the northwest, Bondurant to the northeast, Carlisle to the southeast, Norwalk and Indianola to the south, and Waukee to the west. Ankeny, Waukee and West Des Moines are by far the fastest growing communities within the Greater Des Moines area. Waukee itself has grown over 70% within the last ten years.

These satellite cities have their own governments and school districts. Clive and Windsor Heights are western suburbs that maintain their own government but not their own school district. Pleasant Hill and Altoona are located on the eastern edge and have their own governments. The remaining small adjoining communities are unincorporated. The Industrial Bureau of the Chamber of Commerce has advised

that the largest commercial and industrial growth has been around the junctions of I-80 and I-35, on the north and west edges of the city and recently the newly developed areas along Highway 5 bypass south of the Des Moines airport are experiencing increasing demand. In addition to these nearby suburbs, the City of Ames is part of this statistical area and includes Iowa State University within its' city limits.

Des Moines' future as a retail sales center does not, in any way, seem jeopardized. There are no other communities nearby which could draw off any significant portion of the retail dollars spent in the Des Moines area. The major shopping areas include three (3) regional malls: Jordan Creek Town Center, Valley West Mall, and Merle Hay Mall. Southridge Mall was a fourth mall but is in the process of being converted to alternative uses such community college classes, etc. Also worth noting are the shopping areas of Valley Junction (antiques) of West Des Moines and the rapidly growing retail area on the east side of the Des Moines River in the Des Moines downtown area known as the "East Village". This area is currently undergoing rapid growth and new construction with several new "Boutique" hotels and much more retail, including the recently opened "West Elm". Also recently opened is the new downtown Hy-Vee or grocery store in the Court Avenue area, on the west side of the river. This entertainment and housing district is also expanding. The potential for increased retail dollars flowing into the Des Moines' Metropolitan Area seems to be further reinforced by the continuing expansion of new retail facilities. Located just west of I-35 and south of I-80, General Growth Properties, Inc., opened August 4, 2004, the regional center known as Jordan Creek Town Center. This area now includes the Midwest's second largest enclosed mall, second only to Minneapolis's Mall of America. Also, as part of this area, major development around the mall has and will be rapidly occurring, that includes and will include a variety of commercial development including such uses as restaurants, additional retail, housing, and hotel accommodations. To the east side of the greater Des Moines area, in Altoona, a major outlet mall opened; close to an established Bass Pro Shop and Prairie Meadows Racetrack and Casino.

In addition to the more established and re-energized retail areas, there are several areas that have developed and will be developing over the next decade. These areas combine "live-work-play" activities that owe their origin the "New Urbanism" philosophy that has as its basis in sustainability and smart growth issues. In the West Des Moines area, near the Jordan Creek Mall, there are two such "Village" communities that combine retail, commercial, and residential uses. West Glen along I-35 is more established and Ponderosa, further to the west, is perhaps approximately 50% built. This combined West Glen/Ponderosa has several new

buildings, including a "Boutique" hotel and plans call for the construction of several large apartment complexes. Beginning to mature, in the northern Ankeny suburb, is a similar community that is called Prairie Trail and is recently expanding with not only private commercial construction but with public facilities as well.

The Des Moines' International Airport is located on the south side of the City and is served by many of the major and minor airlines serving destinations throughout the United States and through connecting flights; the World. In summary, Des Moines has an excellent Airport and excellent air service; both key to attracting and keeping businesses. There are also a substantial number of private aircraft, both personal and corporate, and include propeller and jet aircraft. In addition to the Des Moines International Airport, there are four general aviation airports within the Greater Des Moines area. There are also several courier services; airfreight and package express services.

There are several major railroad companies currently serving Des Moines; offering excellent freight service in and out of Des Moines. The nearest Amtrak passenger station is located in the City of Osceola, approximately fifty (50) miles to the south of downtown Des Moines. Also, there are over fifty-five (55) motor freight carriers providing service to the area.

The City of Des Moines and its suburbs each have excellent public and parochial school systems. Drake University is in the west-central part of Des Moines, Grandview University is on the east side, and Des Moines Area XI Community College's (DMACC) main campus is on Highway #69, north of Des Moines on the southern edge of the City of Ankeny. American Institute of Business (A.I.B.) was donated to the University of Iowa system; in last year or two to provide a strong Des Moines/central Iowa presence. Area XI Community College, also known as DMACC (Des Moines Area Community College) also offers classes near downtown Des Moines, offers classes at the re-purposed Southridge Mall site, and opened a West Des Moines campus located on Grand Avenue just west of I-35. Also, the University of Osteopathic Medicine and Surgery, renamed Des Moines University, is located in Des Moines, at 3200 Grand Avenue. There are also several universities offering extension courses such as Kaplan and the University of Phoenix as well as a School of Nursing at Mercy College; all in the Des Moines area. In addition, Iowa State University in Ames is part of this combined statistical area (CSA).

The Des Moines area has over twenty (20) golf courses, seven (7) of which are private country clubs, over twelve (12) swimming pools and aquatic parks, and approximately seventy-five (75) area parks. Also Des Moines Water Works Park, at

approximately 1,500 acres is nearly twice as large as Central Park in New York and adjoins Brown's Woods, Walnut Woods State Park, and Raccoon River Park in West Des Moines. There is also a major effort into making the Water Works Park area even stronger; based on an approved master plan and successful funding. Adventureland Theme Park is an amusement park located northeast of the city in the Town of Altoona and is committed to adding one new ride per year. Also in Altoona is Prairie Meadows Race Track and Casino. The Saylorville Dam and Lake project is just north of I-35 and I-80, north and west of Des Moines. The lake is approximately 17 miles long and has a surface area of about 5,400 acres. The Red Rock Dam and Lake project, located further southeast of Des Moines, is also about 17 miles long and has a surface area of approximately 8,950 acres.

The commercial construction in and around Des Moines for the past two decades, and at present, is substantial and healthy, with a number of new office complexes being developed in the western suburbs. Wells Fargo has built two corporate campuses in the suburbs that are two of the largest office complexes in the western suburbs and that continues to expand. The Principal Financial Group completed its downtown 44-story high-rise office building in 1990, the tallest building between Chicago, Minneapolis, and Omaha and is recently completed a 400 million dollar investment in their Des Moines properties. Meredith Corporation's expansion of their downtown campus represents a major office complex that anchors the western edge of Downtown Des Moines. In addition, Nationwide Insurance Company, Wells Fargo Mortgage, and ING Insurance have also completed major new corporate headquarters facilities Downtown. Also, Wellmark Blue Cross and Blue Shield have a large corporate campus that occupies several full blocks along the north edge of Gateway Park. Scheduled for a spring 2019 opening will be the new Kum & Go's Corporate headquarters in downtown Des Moines; along the north edge of Gateway Park and anchoring its' northwest corner. Also there is a large convention hotel, immediately south of the Wells Fargo Arena with a skywalk connecting it to the HyVee Hall and Wells Fargo Arena. Active residential construction activity has and is also taken place all over the Des Moines area and both sides of the Des Moines River in the Central Business District and nearby surrounding areas and suburbs. Many of these residential projects, urban and suburban, include commercial space in their mix.

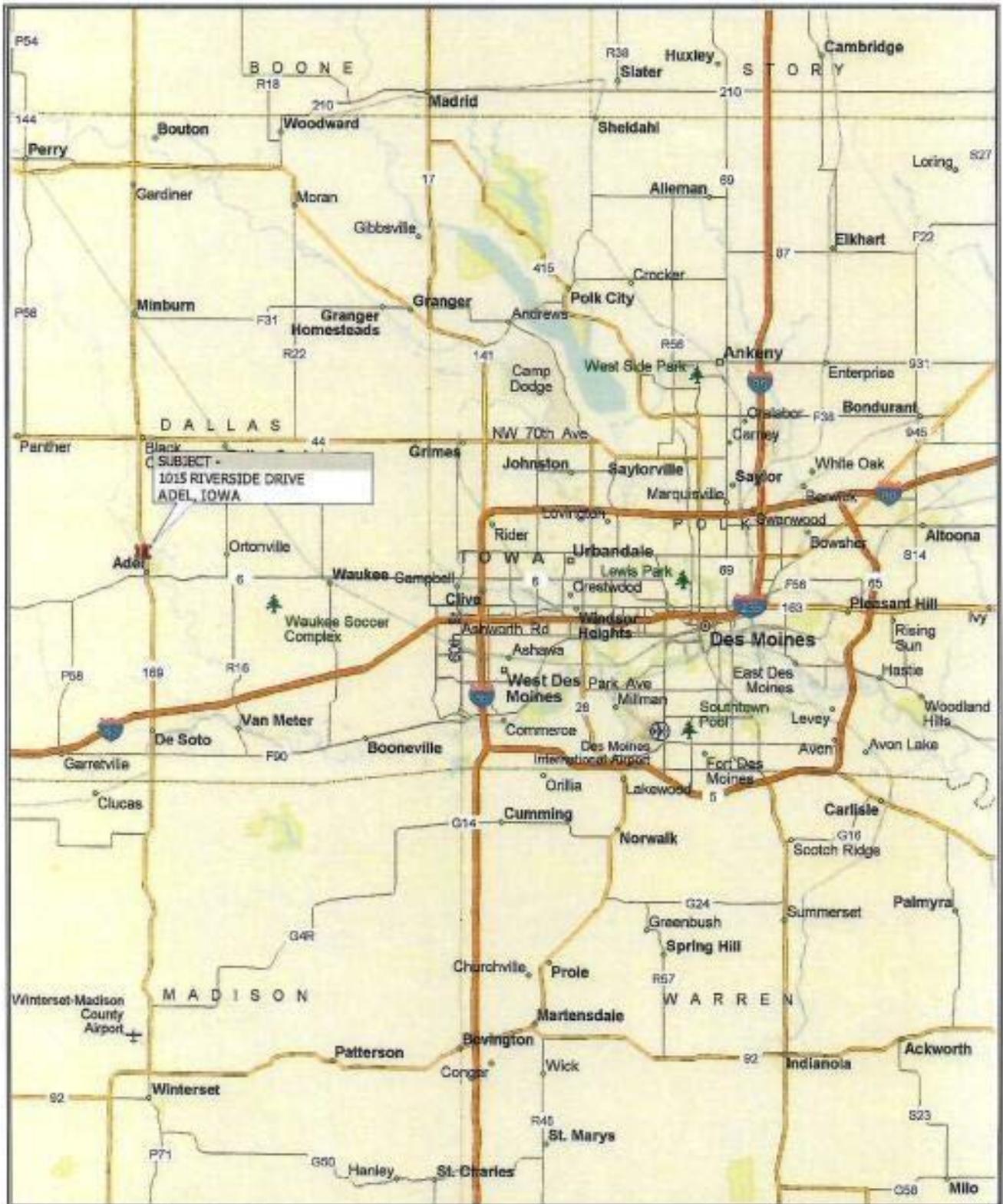
In addition to commercial construction, major civic projects such as the Iowa Events Center, the Des Moines Public Library's main branch, the Iowa Science Center, The Temple for the Performing Arts, The World Food Prize Headquarters, and the Pappajohn Higher Education Center are all located in downtown Des Moines. The Pappajohn Center provides University of Iowa and ISU MBA and other business courses.

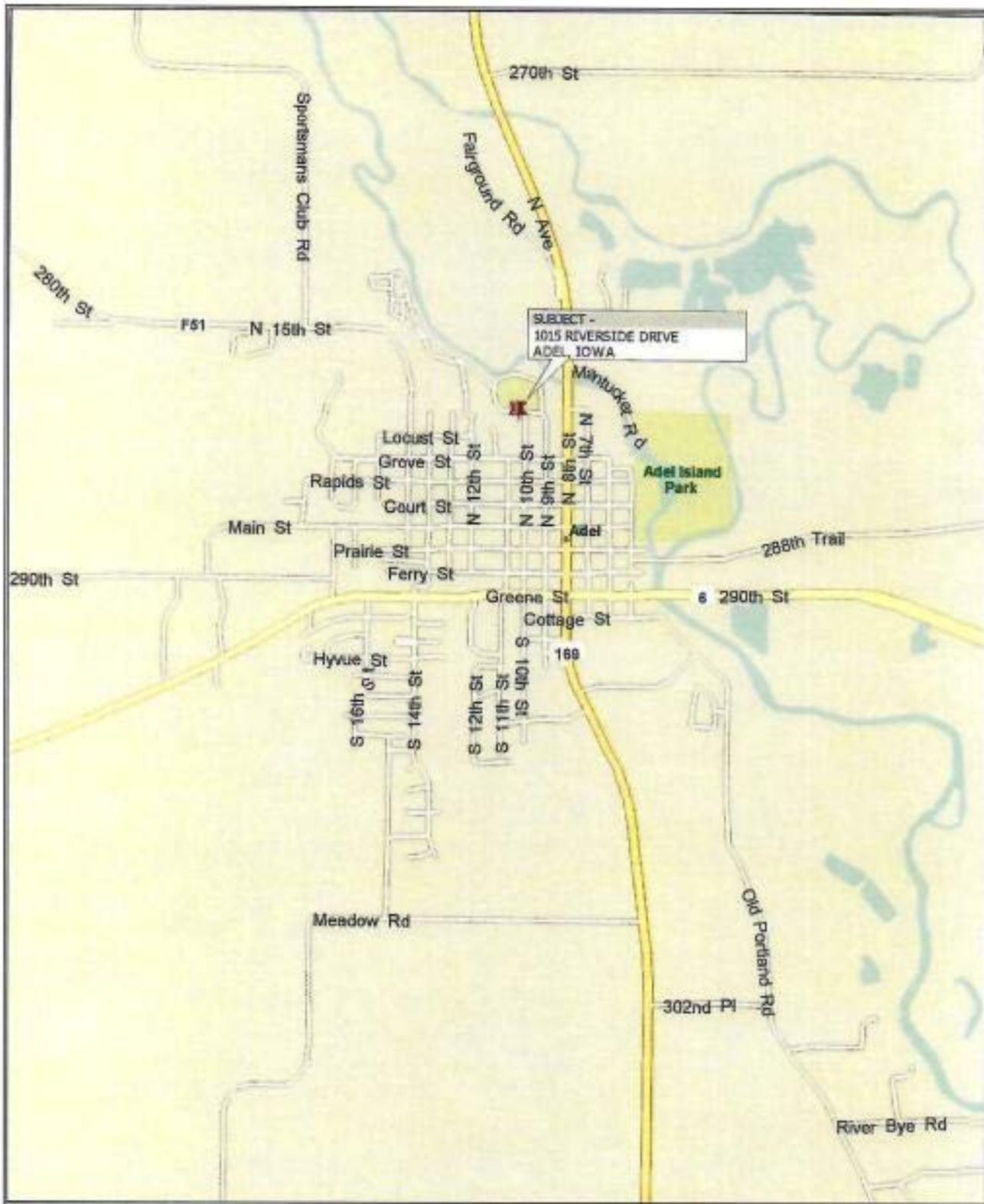
Also close to downtown, in the historic Sherman Hill District, is the revitalized and very active performing arts venue: Hoyt Sherman Place. The Des Moines Art Center located not far west of downtown Des Moines is one of the premier galleries in the country. Also The Des Moines Social Club converted an old Art Deco fire station into a downtown campus for their many activities. In addition, more than 35 downtown blocks are connected with over 50 climate-controlled walkways (skywalks), which along with the concourses represent over three miles of the second floor system and is the largest in the country.

Des Moines is unique in that it is located in the nation's best agricultural area, which has accounted for a stability of the economy. Further north of Des Moines and Ankeny is ISU in Ames. It has a major impact on the DSM/WDSM area. Announced about a year ago was the "Cultivation Corridor" initiative; capitalizing on ISU's agricultural research, it connects DSM to Ames and does include Ankeny and other northern areas in this statistical area. The bulk of the industry is either oriented toward agriculture, insurance, finance, healthcare, publishing and printing. Due to the relative stability of these basic industries, Des Moines does not react to booms and depressions to the extent that other areas of the nation do, and the economy exhibits stability not found in other large population centers. Although the agricultural market has experienced a large restructuring in many areas over the past two decades, the industry has stabilized and is reflected in the economies of Des Moines and small-town Iowa as well. In addition to the significance, which the agricultural industry plays, the insurance industry in Des Moines has grown to where it is now ranked as the third largest insurance center in the world, behind London and Hartford, Connecticut. The assets of insurers with headquarters based in Des Moines are estimated at over

The location of the City of Des Moines at the intersection of two major interstates (Interstate 35 and Interstate 80) makes the area easily accessible. The strong economic base with its diversity reduces dependency on any one industry. At present, there are several revitalization programs underway throughout the city, such as downtown Des Moines' East Village expanded area and continued downtown development on the west side of the Des Moines River. In addition, on-going development continues in the outlying suburban areas and most of the nearby rural communities.

In sum, the Greater Des Moines' Metropolitan Area appears to be strong economically, growth should continue at a steady pace, and the area should remain the center for government and commerce for the State of Iowa.





### DESCRIPTION OF THE SUBJECT PROPERTY

The subject is located on the south side of Riverside Drive, just west of N 10<sup>th</sup> Street in the northern portion of the City of Adel. This is an area of residential, recreational, commercial and light-industrial uses.

The City of Adel has a current population estimated at about 5,000.

The property is zoned CN, Conservation District. This district is intended to prevent, in those areas that are subject to periodic or potential flooding, such development as would result in a hazard to health or safety or be otherwise incompatible with the public welfare. This district is also intended to provide for water conservation, erosion control, protection of wildlife habitat, protection of natural erosion control, protection of natural drainage ways and generally to provide for ecologically sound land use of environmentally sensitive areas.

The topography of the defined neighborhood is considered relatively level to gently rolling. Soils in the area appear to present no problems for footings, foundations, or basements.

The site is irregular in shape with a Riverside Drive frontage of 293.7 feet and a site area of 31,278.0 square feet. The site slopes downward in a northeasterly direction and is relatively level at the point of improvements.

The site has available the following utilities: water, sewer, gas and electricity.

There are no subsurface soil conditions known that would hinder or preclude development of this site. There are no subsurface deposits of minerals having more than a minimal value known to exist. No soil engineer's report was available to me and no recent soil tests were performed.

Because I have no evidence to the contrary, I have assumed a stable soil condition. I reserve my right to modify my value conclusions should these assumptions prove incorrect.

The property is not located in a designated special flood hazard area.

The subject is presently improved with a one-story commercial building built in 1955 and remodeled in 2013. As we are valuing the land "as vacant", no further description will be offered.



## HIGHEST AND BEST USE

The "highest and best use" is defined as:

1. *The reasonable and probable use that support the highest present value of vacant land or improved property, as defined, as of the date of the appraisal.*
2. *The reasonably probable and allowable use of land or sites though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value.*
3. *The most profitable use.*

Implied in these definitions is that the estimation of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation wildlife habitats, and the like.

When estimating the highest and best use, as defined, the use of surrounding properties, the zoning, and physical characteristics of the subject property must be analyzed to select the use or uses that are most likely to occur. These must then be evaluated to indicate the most profitable use. The highest and best use of a site, if vacant and available for use, may be different from the highest and best use of the improved property. This will be found when an improvement exists that is producing a net return over and above the requirement by the land, but is not an appropriate use nor is it producing the highest return.

The property is zoned CN, Conservation District. This district is intended to prevent, in those areas that are subject to periodic or potential flooding, such development as would result in a hazard to health or safety or be otherwise incompatible with the public welfare. This district is also intended to provide for water conservation, erosion control, protection of wildlife habitat, protection of natural erosion control, protection of natural drainage ways and generally to provide for ecologically sound land use of environmentally sensitive areas.

The site is irregular in shape containing a site area of 31,278.0 square feet, or 0.72 acres. This is certainly large enough to allow for development.

As previously stated, as improved and utilized the current use is a non-conforming use. The value opinion is based on a hypothetical condition which would allow the current or alternative commercial use be permitted for the foreseeable future or in perpetuity.

## **SALES COMPARISON APPROACH**

## EXPLANATION OF THE SALES COMPARISON APPROACH

The technique of the sales comparison approach is the establishment of a comparative property by reducing comparable sales to common denominators with the subject property. This method of evaluation is based on the theory that the subject property, if placed on the open market, would sell for no more than comparable properties offering equal utility and amenities of ownership.

This process entails a search of the market for sales of comparable properties. These sales must be analyzed in terms of particular units of comparison. Allowing for significant differences, the units of comparison applicable to the subject property are then compared for an indication of value.

A research of the market revealed few sales within the past few years. As a result, the search was extended to other areas considered commensurate with the subject.

## LAND VALUE OPINION

The opinion of land value considers the site to be vacant and subject to improvement. The value opinion is based on sales of similar vacant land in the area. This is a comparison process utilizing the principle of substitution. This principle, simply stated, affirms that the maximum value of a property tends to be set by the cost of acquisition of any equally desirable and valuable substitute property, assuming no costly delay is encountered in making the substitution. This method entails a search of the market for sales of comparable properties and the comparison with the subject site for an indication of value.

---

LAND SALE #1

---

ADDRESS: 1511 18<sup>th</sup> Street  
Perry, Iowa

LEGAL  
DESCRIPTION: Lot 2, Moose Subdivision.

DATE SOLD: 04/01/19 INSTRUMENT: Warranty Deed

DATE FILED: 04/03/19 BOOK: 2019 PAGE: 4514

GRANTOR: Barck Rentals, LLC

GRANTEE: 2426 Elena Way, LLC

SALE PRICE: \$30,000.00

TERMS: Cash to seller.

ZONING: RD, Residential Duplex District.

TOPOGRAPHY: Level.

SITE AREA: 49,658.0 Sq. Ft., or 1.14 Acres.

SOLD AT: \$0.60 per Sq. Ft.

UTILITIES: All available.

PARCEL: 0211152002.

CONFIRMED: Dallas County Assessor/Public records.



---

LAND SALE #2

---

ADDRESS: 504 Nile Kinnick Drive  
Adel, Iowa

LEGAL  
DESCRIPTION: Parcel 19-84 of the survey of all of Parcel  
AA and a portion of Parcel BB of Outlot 24 in  
the Town, now City of Adel, Dallas County,  
Iowa.

DATE SOLD: 11/01/19 INSTRUMENT: Warranty Deed

DATE FILED: 11/04/19 BOOK: 2019 PAGE: 20959

GRANTOR: James D. & Angela S. Smith

GRANTEE: Schep, LLC; & Satellite Center, LLC

SALE PRICE: \$20,000.00

TERMS: Cash to seller.

ZONING: C-3, Highway Commercial District.

TOPOGRAPHY: Level.

SITE AREA: 35,283.0 Sq. Ft., or 0.81 Acres.

SOLD AT: \$0.57 per Sq. Ft.

UTILITIES: All available.

PARCEL: 1129401014.

CONFIRMED: Dallas County Assessor/Public records.



---

LAND SALE #3

---

ADDRESS: Fairground Road  
Adel, Iowa

LEGAL  
DESCRIPTION: Lots 9 & 10, Sande land Plat 11; & a Parcel  
of Land in the SW  $\frac{1}{4}$  of Section 20, T79 N,  
R27W of the 5<sup>th</sup> P.M., Dallas County Iowa.

DATE SOLD: 01/11/17 INSTRUMENT: Contract

DATE FILED: 01/16/17 BOOK: 2017 PAGE: 937

GRANTOR: Earl E. Sande

GRANTEE: Dallas County Fair Association

SALE PRICE: \$156,000.00

TERMS: \$60,000 down payment. Balance payable @ 5%  
over 10 years; no CEV required.

ZONING: I-1, Light Industrial District.

TOPOGRAPHY: Level.

SITE AREA: 126,324.0 Sq. Ft., or 2.90 Acres.

SOLD AT: \$1.23 per Sq. Ft.

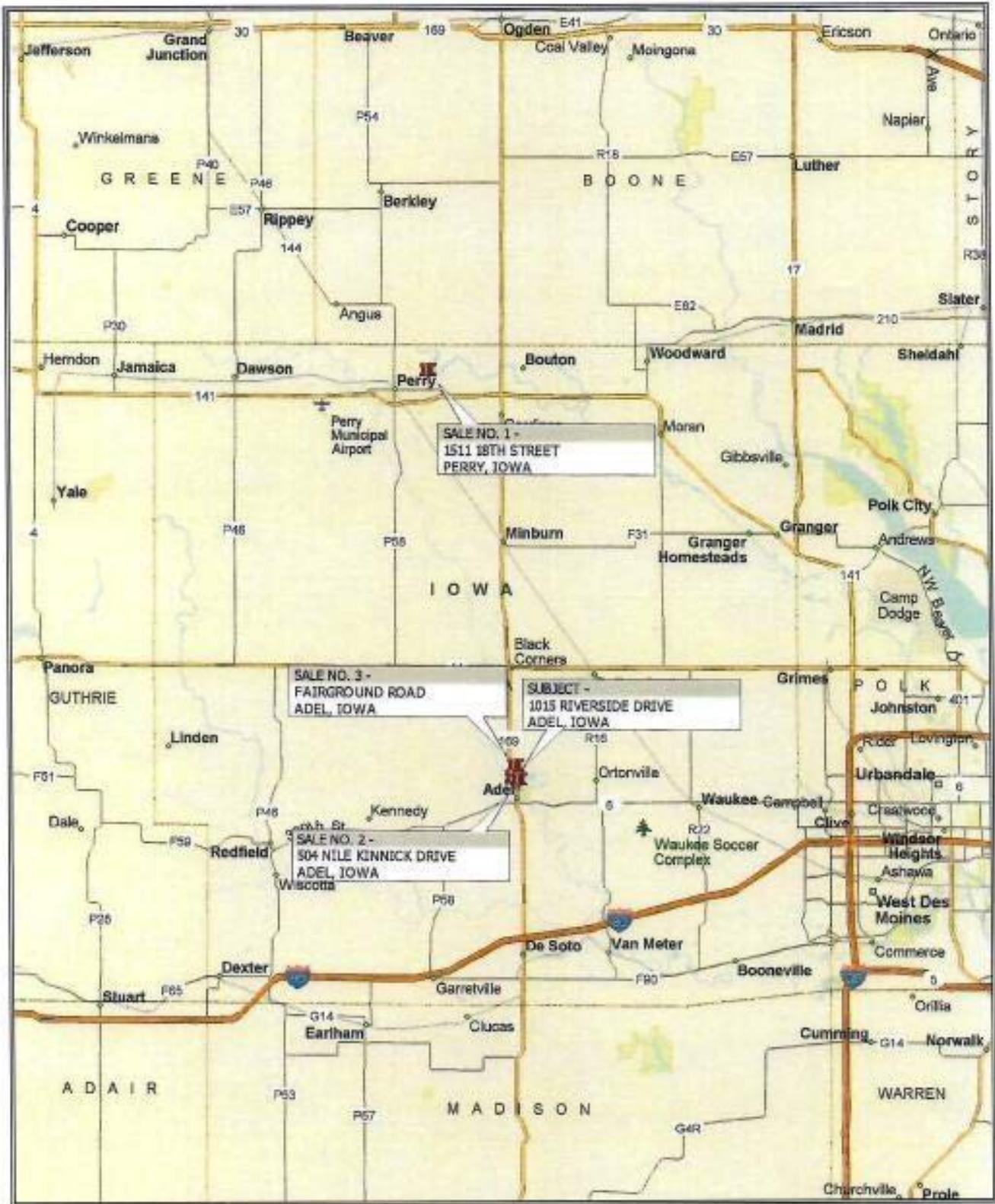
UTILITIES: All available.

PARCEL: 1120376006; 1129126001; & 1120377009.

CONFIRMED: Dallas County Assessor/Public records.

REMARKS: Sale involved three lots.





LAND SALE COMPARISON TABLE

LAND SALE DATA:

NO.	CEV/ SALE PRICE	SALE DATE	SIZE SF	ZONING	SALE PRICE PER SF
1	\$ 30,000	04/01/19	49,658	RD	\$0.60
2	\$ 20,000	11/01/19	35,283	C-3	\$0.57
3	\$ 156,000	01/11/17	126,324	I-1	\$1.23
SUBJECT:			31,278	CN	

ADJUSTMENTS

NO.	COND OF SALE	DATE OF SALE	LOC	SIZE	UTIL SHAPE TOPO	ZON	ADJ'D PRICE PER SF
1	1.00	1.00	1.00	1.00	1.00	1.00	\$0.60
2	1.00	1.00	0.80	1.00	1.00	1.00	\$0.46
3	1.00	1.00	0.80	1.10	1.00	1.00	\$1.08

RANGE: \$0.46 to \$1.08 per SF

MEAN: \$0.71 per SF

MEDIAN: \$0.60 per SF

## CORRELATION OF SALE DATA

A search was conducted for comparable land sales over the past few years. I have included three (3) transactions of parcels, all having some similarities with the subject. The adjustments made are considered a reasonable attempt to bring them in line with the subject parcel.

On the preceding page adjustments were made which attempt to quantify the differences between each sale property and the subject. These adjustments are based on a combination of market trends and the appraiser's judgment. We have followed the market for years, and through our observations of market activity, have learned to recognize factors, which explain the differences in the sale prices of real property. Occasionally the sale information included in a report can be used to demonstrate the proper magnitude of a particular adjustment. However, most often observation of sales of other properties over an extended period of time has to be relied upon in adjusting for differences between properties. Under condition of sale, all sales were considered "arms-length" transactions, no adjustments required.

Generally, adjustments for date reflect the increases in property values over time. Location reflects the relative desirability of different locations. Size adjustments are based on the observation that smaller parcels generally sell for more per square foot, or acre. Adjustments for utility, shape and topography account for physical characteristics, which affect the sale price. Zoning considers permitted uses and restrictions. The adjustment for terms of sale has already been adjusted for in the cash equivalent value (CEV), if required.

The second adjustment made is for date of sale to bring all the sales to the effective date of the appraisal, thus putting all the sales on the same basis, ready for other adjustments. Sale dates ranged from 2017 to 2019. No adjustments were warranted.

When considering adjustments for location we look at the visibility of the property, access to the site, major thoroughfares and highways, and surrounding development. Overall, Sale Nos. 2 and 3 were considered superior and were adjusted downward 20% each.

Under size adjustments, it is a general rule that smaller parcels sell for more per square foot, or acre. An upward adjustment of 10% for Sale No. 3, larger, was warranted.

Utility, shape and topography consider the physical characteristics of the site for use and development. Overall, all were considered similar.

Under zoning, no adjustments were warranted.

As adjusted, these sales show a range in value of \$0.46 to \$1.08 per square foot, a mean of \$0.71 per square foot, and a median of \$0.60 per square foot. In my judgment, the most probable sale price from these comparisons would be \$0.70 per square foot.

THEREFORE:

31,278.0 Sq. Ft. @ \$0.70 per Sq. Ft. = \$21,894.60

Rounded = \$22,000.00

CERTIFICATION

I certify, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions, are limited only by the reported assumptions and limiting conditions, and is my personal unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
6. I have made an inspection of the property that is the subject of this report. A physical inspection and public records were relied upon.
7. No one provided significant professional assistance to the persons signing this report.
8. I have not performed an appraisal or provided any other services with regard to the subject property within the past three years.



Michael D. Olson  
Certified General Real Property Appraiser  
CG01060

## CONTINGENCIES AND LIMITING CONDITIONS

This appraisal is subject to the following underlying assumptions and qualifying and limiting conditions.

No responsibility is assumed for legal matters. No report on title is rendered. The legal description and ownership information has been furnished by reliable sources, but no responsibility is assumed for correctness. The property is assumed to be free and clear of all indebtedness, liens, encumbrances, and special assessments, except where as noted, although some type of capital structure may be used in the appraisal process.

No survey has been made, unless furnished by other sources. The size of the site is taken from records believed to be reliable. Usual methods of measuring were employed and are believed to be correct, but not guaranteed. Plats and sketches are included only for illustrative purposes. Unless otherwise noted, no expert opinion is reported on soil conditions. Unless otherwise noted, any improvements are assumed to be within lot lines.

The party for whom this appraisal report was prepared, may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared. However, portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report.

The appraiser shall not be required to give testimony or appear in court by reason of this appraisal, unless prior arrangements have been made.

Unless otherwise stated the value or values given in this report represents the opinion of value as of the date specified.

If this appraisal is subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

Any observations or comments concerning the physical condition of the property and any improvements are the opinion of the appraiser only, and are not to be taken as any representation of warranty as to such matter. Questions

as to the physical condition of the property, including, without limitation, its adaptability and use in accordance with zoning, health, building and other land-use laws, ordinances and regulations, or privately imposed covenants or restrictions; the structural integrity of any improvement; the adequacy and condition of any mechanical, heating, cooling, plumbing and electrical systems; the presence or absence of termites and other vermin; the presence or absence of any toxic materials or gases, including asbestos and radon; and the ability of the surface of the property to support present or contemplated improvements should be addressed to others.

The allocation of total value to land or to buildings, as shown in this report, is invalidated if used separately or in conjunction with any other appraisal.

QUALIFICATIONS OF THE APPRAISER

MICHAEL D. OLSON  
Certified General Real Property Appraiser

COLLEGE EDUCATION: Associate in Applied Science -  
Real Estate Program

Major areas of college study:

Real Estate Appraisal  
Real Estate Principles  
Real Estate Management  
Real Estate Practices & Procedures  
Business Law  
Economics  
Accounting  
Finance

ADDITIONAL EDUCATION: Standards of Professional Practice  
(1991, 1997, 1999, 2000, 2001, 2003,  
2005, 2007, 2009, 2011, 2013, 2015,  
2017, 2019)

Houses: The Basics of Inspection  
(Pro Source Educational Services-1993)

Report Writing and Valuation Analysis  
(Appraisal Institute - 1994)

Income Capitalization  
(Iowa Association of Realtors - 1996)

Overview of Commercial Appraising  
(Iowa Association of Realtors - 1996)

Income Capitalization Overview  
(National Real Estate Appraisal  
School - 1999)

Reviewing Appraisals  
(National Real Estate Appraisal  
School - 1999)

Vacant Land & Site Appraisal  
(McKissock - 2001, 2017)

The Appraiser as Expert Witness  
(McKissock - 2001)

Principles of Business Appraisal  
(Lincoln Graduate Center - 2003)

Cost Approach and USPAP Compliance  
(MWA - 2005)

Land Value  
(IAR - 2005)

Hotel/Motel Valuation  
(Appraisal Institute, McKissock  
2007, 2017)

Appraising the Oddball  
(McKissock - 2007)

Two to Four Family Finesse  
(McKissock - 2007)

RE Finance Statistics and Valuation  
(Appraisal Institute - 2009)

Residential Report Writing  
(McKissock - 2009)

Private Appraisal Assignments  
(McKissock - 2009)

Current Issues in Appraising  
(McKissock - 2009)

Report Writing  
(Appraisal Institute - 2011)

Appraising Apartments  
(McKissock - 2011)

Risky Business: Liability  
(McKissock - 2011)

Marketability Studies: Six Steps  
(Appraisal Institute - 2013)

Mortgage Fraud  
(McKissock - 2013)

Appraising & Analyzing Retail Centers  
(McKissock - 2013)

Appraisal of Fast Food Facilities  
(McKissock - 2015)

Appraisal of Owner-Occupied  
Commercial Properties (McKissock -  
2015)

Appraisal of Land Subject to Ground Lease (McKissock - 2015)

Appraisal of Self-Storage Facilities (McKissock - 2017)

Complex Properties: The Odd Side of Appraisal (McKissock - 2019)

The Sales Comparison Approach (McKissock - 2019)

The Basics of Expert Witness for Commercial Appraisers (McKissock - 2019)

EXAMINATIONS: Iowa Certified General Real Property Appraiser (1991)

WORK EXPERIENCE:

AUGUST 1991 -PRESENT: President, The Olson Group. Primarily involved with the appraisal, expert witness and consultation of real estate property interests. Properties appraised consist of all types of real estate, including apartment projects, commercial, retail, office, industrial, residential, and agricultural - both existing improvements and proposed projects.

AUGUST 1988 - JULY 1991: Independent Fee Appraiser. Contracted on a per project basis for appraisal firms in the States of Iowa and Texas.

JUNE 1984 - JULY 1988: Staff Appraiser and Real Estate Counselor with Arthur J. Frahm and Associates Inc., Des Moines, Iowa.

PARTIAL LIST OF MAJOR CLIENTS: American Trust, TruBank, Lincoln Savings Bank, Legacy Bank, Fidelity Bank, Veridian Credit Union, Keystone Savings Bank, MidAmerican Energy, Iowa Realty Commercial, Polk, Dallas, Story, Pottawattamie, and Appanoose Counties, and various contractors, developers and law offices.

EXPERIENCE LIST OF  
GEOGRAPHIC AREA:

Iowa, Nebraska, Minnesota, Illinois,  
Colorado, Wyoming, South Dakota, and  
Texas.

PROFESSIONAL  
ORGANIZATIONS:

FREA, The Foundation of Real Estate  
Appraisers

PROFESSIONAL  
REFERENCES:

Dan Manning  
Attorney at Law  
Des Moines, Iowa

Kevin J. Crowley  
Iowa Realty Commercial  
West Des Moines, Iowa

Brian Chittenden  
Legacy Bank  
West Des Moines, Iowa

William Kalianov  
Veridian Credit Union  
West Des Moines, Iowa

**EXHIBITS**

# PLAT OF SURVEY PARCEL 19-117 ADEL, IA



DAVID L. MCCLURE, C.S.  
DAVID L. MCCLURE, C.S.  
DAVID L. MCCLURE, C.S.



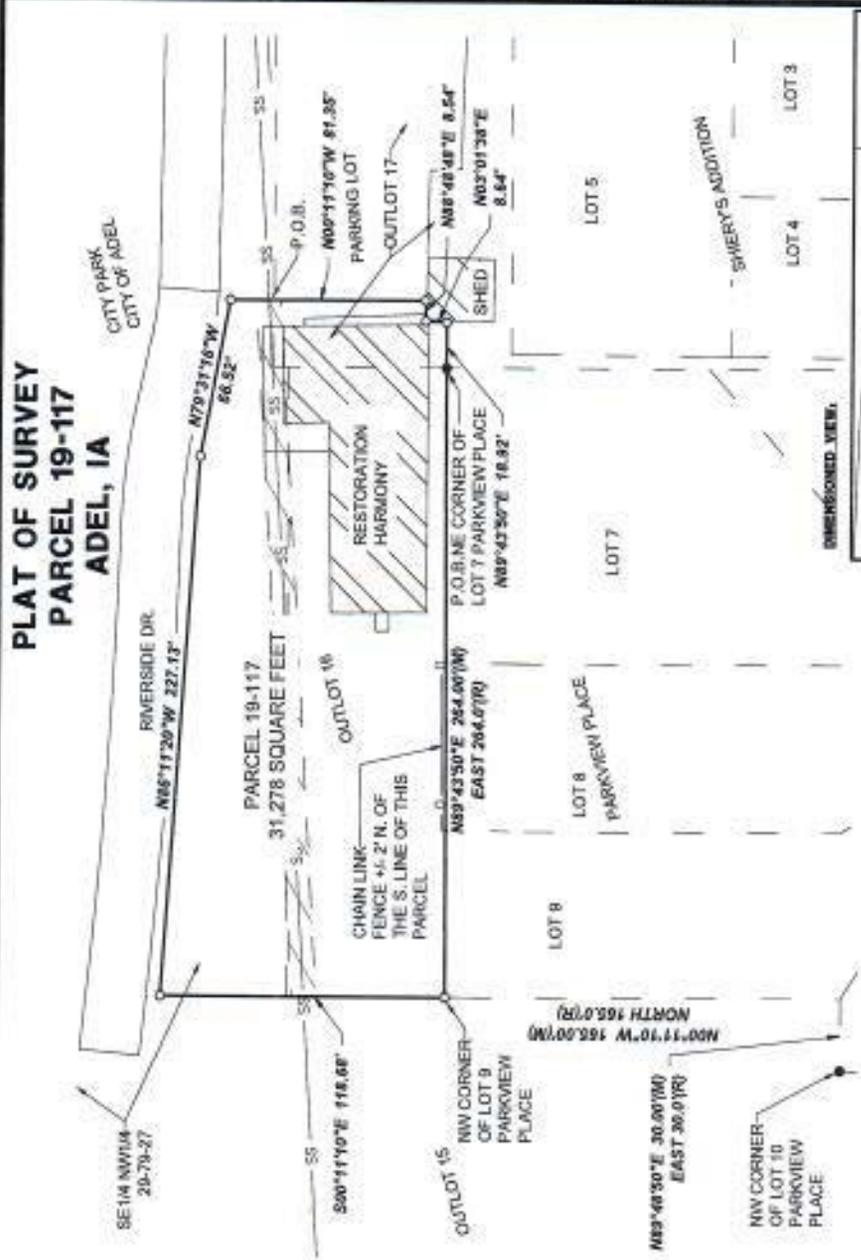
LANDS COUNTY TRACT 1917  
PLAT OF SURVEY  
BY JOHN DEWEY, C.S.  
RECORDED IN BOOK 23232  
PAGE 118-119

BY JOHN DEWEY, C.S.  
RECORDED IN BOOK 23232  
PAGE 118-119

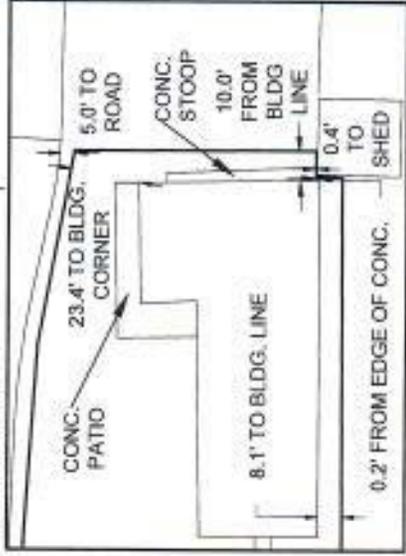


PLAT OF SURVEY  
PARCEL 19-117

01-01 01/02



**LEGAL DESCRIPTION:**  
BEING A PART OF OUTLOTS 16 AND 17 OF THE ORIGINAL TOWN PLAT OF ADEL AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 75 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N89°43'50"E, 18.92 FEET; THENCE N03°01'38"E, 8.54 FEET; THENCE N88°48'48"E, 8.54 FEET; THENCE N00°11'10"W, 81.35 FEET; THENCE N79°31'16"W, 66.52 FEET; THENCE N01°12'07"W, 227.13 FEET; THENCE S00°11'10"E, 118.68 FEET TO THE NORTHEAST CORNER OF LOT 9 OF SAID PARKVIEW PLACE; THENCE ALONG THE NORTH LINE OF SAID PARKVIEW PLACE N89°43'50"E, 254.00 FEET TO THE POINT OF BEGINNING; DESCRIBED PARCEL CONTAINING 31,278 SQUARE FEET AND BEING SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

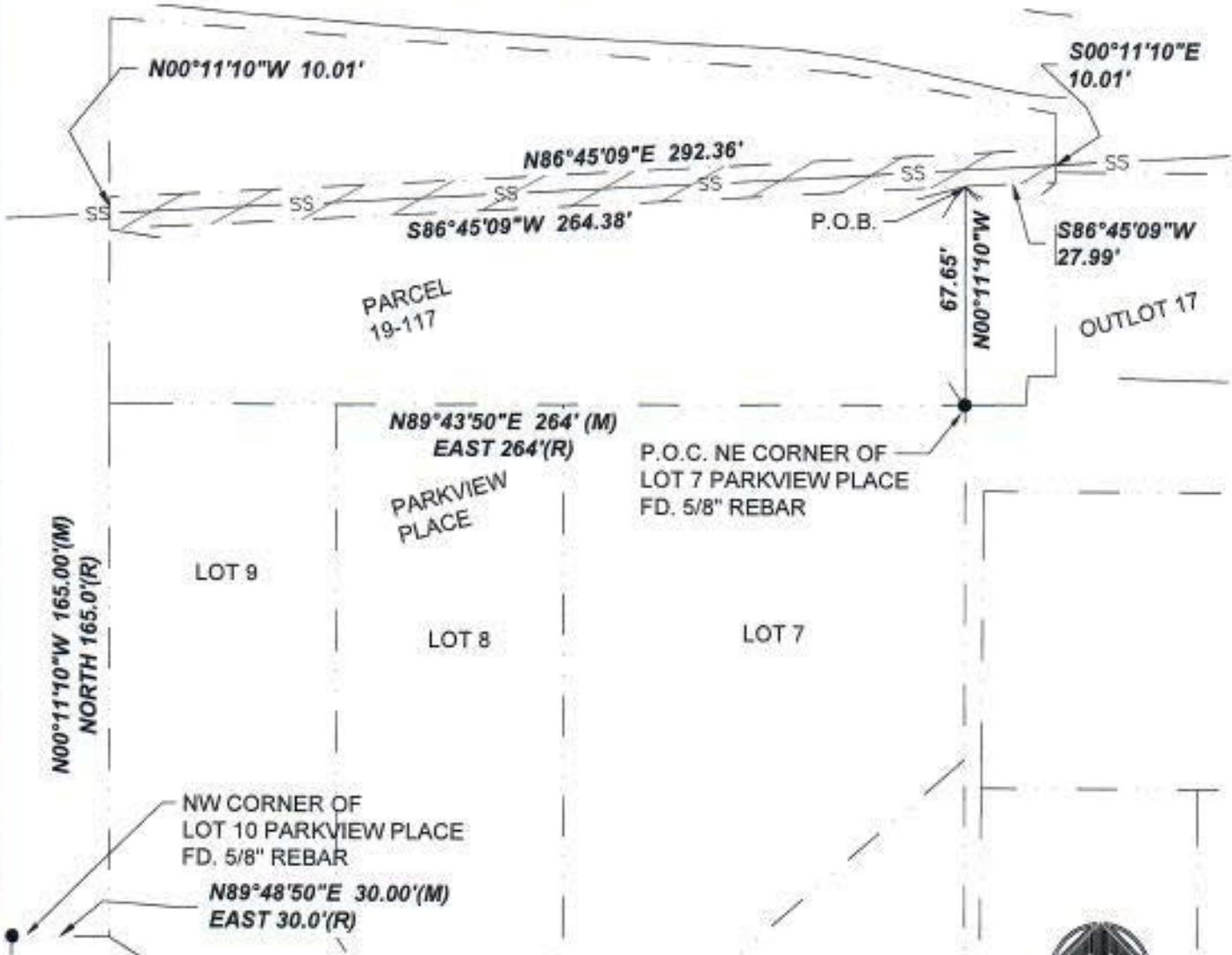


INDEX LEGEND	
---	CITY: ADEL
---	COUNTY: DALLAS
---	THIS: SE 1/4 NW 1/4 SECTION 28, T8N, R27W
---	LOTS: OUTLOT 16 AND OUTLOT 17 OF THE ORIGINAL TOWN PLAT OF ADEL
---	PROPOSED: CITY OF ADEL
---	REQUESTED BY: CITY OF ADEL
---	SURVEYOR: JOHN DEWEY
---	COMPANY: MCCLURE
---	RETURN TO: JOHN DEWEY
---	1903 NW 121ST STREET, STE A
---	CLIVE, IOWA 52325 / 515-464-1209

AREA	
OUTLOT 16	17,426 SQ FT
OUTLOT 17	1,928 SQ FT
SE 1/4 NW 1/4	20,232 SQ FT
TOTAL	31,278 SQ FT

GENERAL LEGEND	
---	SURVEY BOUNDARY
---	CHAIN LINK FENCE LINE
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	SANITARY SEWER
---	MONUMENTS FOUND
●	5/8" REBAR NO. CAP (DALLAS 15165 01-11-1998)
○	MONUMENTS SET:
○	1/2" REBAR W/NO. 23232
○	FOUND
○	ORANGE PLASTIC CAP
○	5/8" REBAR W/NO. 23232
○	NO. 10 MEASURED, RECORDED
○	RIGHT-OF-WAY EASEMENT
○	POINT OF BEGINNING
○	POINT OF COMMENCEMENT

# SANITARY SEWER EASEMENT EXHIBIT



### **EASEMENT DESCRIPTION**

A SANITARY SEWER EASEMENT BEING A PART OF PARCEL 19-117 AS RECORDED IN DALLAS COUNTY RECORDS BK XXXX PG XXXX, FORMING A PART OF THE CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE THE NORTHEAST CORNER OF LOT 7 OF PARKVIEW PLACE AN OFFICIAL PLAT AS RECORDED IN THE DALLAS COUNTY RECORDS BOOK 2 PAGE 129; THENCE N00°11'10"W, 67.65 FEET TO THE POINT OF BEGINNING; THENCE S86°45'09"W, 264.38 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 19-117; THENCE ALONG SAID WEST LINE N00°11'10"W, 10.01 FEET; THENCE N86°45'09"E, 292.36 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 19-117; THENCE ALONG SAID EAST LINE S00°11'10"E, 10.01 FEET; THENCE S86°45'09"W, 27.99 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 2924 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



(IN FEET)  
1 inch = 50 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

DRAWING PATH: N:\Projects\ADL\_2613002\Survey\2613002\_BDRY\_Coates.dwg



1340 NW 121st Street, STE A  
Clerks, Iowa 50302  
319-944-1229  
fax: 319-944-2270

### SANITARY SEWER EASEMENT EXHIBIT

ADEL, IA  
DALLAS  
3473001  
11/21/2019

BY: J. DEWEY  
DATE: 11/21/2019  
DRAWN BY: J. DEWEY  
CHECKED BY: J. DEWEY  
SCALE: AS SHOWN  
SHEET NO. 8 WCCOINTY

SHEET NO.  
**EXH-01**

**165.35 CN CONSERVATION DISTRICT.** The regulations in this section, or elsewhere in this chapter which are applicable, shall apply in the CN Conservation District.

1. Purpose and Intent. This district is intended to prevent, in those areas that are subject to periodic or potential flooding, such development as would result in a hazard to health or safety or be otherwise incompatible with the public welfare. This district is also intended to provide for water conservation, erosion control, protection of wildlife habitat, protection of natural erosion control, protection of natural drainage ways and generally to provide for ecologically sound land use of environmentally sensitive areas.
2. Principal Permitted Uses.
  - A. Undeveloped and unused land in its natural condition.
  - B. Public parks and recreation open space.
3. Accessory Uses.
  - A. Agriculture, exclusive of dwelling units.
  - B. Agricultural or recreational buildings or structures whose use or value would not be impaired by being flooded. (No storage of harmful chemicals that could harm people or environment without written permission of the City.)
  - C. Flood control structures.
  - D. Roadside stands offering for sale only agricultural products or other products produced on premises.
  - E. Temporary buildings for uses incidental to construction work. Such buildings shall be removed upon the completion or abandonment of the construction work.
4. Special Exceptions.
  - A. Stables, private or public.
  - B. Greenhouse and nurseries.
  - C. Private recreational uses (non-motorized only).
  - D. Public or private utility substations, relay stations, etc.
5. Height Regulation. 2½ stories or 35 feet, excluding farm buildings.
6. Lot Area, Lot Frontage and Yard Requirements. The following minimum requirements shall be observed:
 

Lot area .....	5 acres
Lot width .....	200 feet
Front yard depth .....	50 feet
Side yard (least width on any one side) .....	50 feet
Width (minimum sum of both side yards) .....	100 feet
Rear yard depth .....	50 feet
7. Off-Street Parking. The following off-street parking requirements shall apply in the CN District:
  - A. Roadside stands: one (1) parking space for each 50 square feet of floor area.

- B. Greenhouses and nurseries: one (1) parking space per 1,000 square feet of enclosed floor area.
8. Off-Street Loading. The following off-street loading requirements shall apply in the CN District:
- A. All activities or uses allowed in the CN District shall be provided with adequate receiving facilities accessible by motor vehicle off any adjacent service drive or open space on the same zoning lot.
  - B. Loading shall not be permitted to block public right-of-way.

[The next page is 855]

**PUBLIC RECORDS – SUBJECT**

**Summary**

Parcel ID 1129326901  
 Alternate ID 1129326016  
 Property Address 1015 RIVERSIDE DR  
 ADEL  
 Sec/Twp/Rng 29-79-27  
 Brief 8LL /11-29-326-016 CITY OF ADEL/  
 Tax Description  
 (Note: Not to be used on legal documents)

Deed Book/Page  
 Contract Book/Page  
 Gross Acres 0.00  
 Net Acres 0.00  
 Adjusted CSR Pts 0  
 Class C - Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)

District 540000 - 540000 ADEL CITY/ADM SCH  
 School District ADEL DE SOTO MINBURN CSD



**Owner**

Deed Holder  
 PARK PLACE CATERING LLC  
 715 MAIN ST  
 ADEL IA 50003

Contract Holder

Mailing Address  
 PARK PLACE CATERING LLC  
 715 MAIN ST  
 ADEL IA 50003

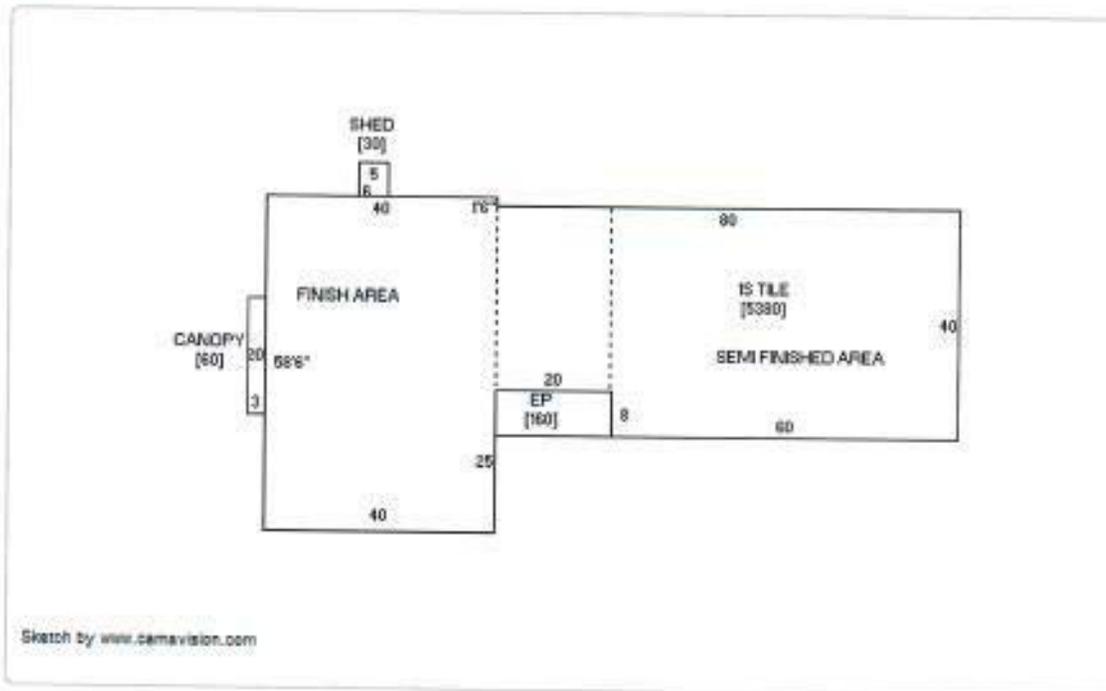
**DBA**

HARMONY HALL

**Commercial Buildings**

Type	Story Height	Gross Area	Basement Area	Year Built
Recreational Facility	1	5380	0	1955

**Sketches**



## Notes

### Note

CITY RECREATION HALL, CONVERTED INTO BANQUET HALL, LOCATED ON PARCEL 11-29-326-016. FULLY EQUIPPED KITCHEN, BANQUET HALL, DANCE OR GATHERING AREA. SOFTWOOD AND CERAMIC FLOOR COVER. DANCE HALL AND KITCHEN AREA HAVE SEALED CONCRETE FLOORS.  
 2016 - REVALUE, HAS BEEN VACANT FOR SEVERAL YEARS, BUT ALSO HAS BEEN REMODELED. CAC 2013 - REVALUE, ADD FUNCTIONAL AND ECONOMIC, LOCATED NEAR, BUT NOT IN FLOOD PLAIN. CAC 2010 - NEW METAL ROOF ADDED. RH 2009 - REVALUED, ADD FUNCTIONAL. CAC 2008 - REVALUED 11-14-06 ADDED BLDG. 08/16/2006 - FOR 2007 BUILDING ON LEASED LAND ON CITY OF ADEL #540-00505-01 PER PURCHASE AGREEMENT 08/01/2006 BOOK 2006 PAGE 12327 (OLD PARCEL # 540-00510-00, OLD MAP # 11-29-327-008). CHANGED CLASS FROM EXEMPT TO COMMERCIAL 01/06/2014 - RECEIVED APPLICATION FOR BUSINESS PROPERTY TAX CREDIT FOR 2013, MM

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/30/2006	ADEL CITY OF /PARK/	BLUE SKY DESIGNS, LLC	<a href="#">2006-12327</a>	Sale to/by Government/Exempt Organization	Deed		\$5,000.00

## Permits

Permit #	Date	Description	Amount
080079	10/21/2009	Addition	4,500

## Valuation

	2019	2018	2017	2016	2015
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Building Value	\$142,990	\$142,990	\$51,540	\$51,540	\$51,540
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$142,990	\$142,990	\$51,540	\$51,540	\$51,540
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$142,990	\$142,990	\$51,540	\$51,540	\$51,540

## Taxation

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$0	\$0	\$0	\$0
+ Taxable Building Value	\$128,691	\$46,386	\$46,386	\$46,386
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$128,691	\$46,386	\$46,386	\$46,386
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$128,691	\$46,386	\$46,386	\$46,386
x Levy Rate (per \$1000 of value)	38.37799	38.61341	37.70123	37.92801
= Gross Taxes Due	\$4,938.90	\$1,791.12	\$1,748.81	\$1,759.33
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	(\$1,815.43)	(\$684.19)	(\$642.41)	(\$671.95)
= Net Taxes Due	\$3,124.00	\$1,106.00	\$1,106.00	\$1,088.00

## Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$1,562	No		154862
	September 2019	\$1,562	No		
2017	March 2019	\$553	No		025880
	September 2018	\$553	Yes	9/10/2018	
2016	March 2018	\$553	Yes	4/3/2018	023794
	September 2017	\$553	Yes	10/2/2017	
2015	March 2017	\$544	Yes	4/3/2017	023770
	September 2016	\$544	Yes	10/4/2016	
2014	March 2016	\$545	Yes	4/1/2016	023291
	September 2015	\$545	Yes	10/2/2015	

Photos



No data available for the following modules: Land, Residential Dwellings, Agricultural Buildings, Yard Extras, Ag Soils, Documents.

The Dallas County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Upload: 3/4/2020, 9:04:26 PM](#)

[Version 2.3.43](#)

Developed by  
 Schneider  
GEO SPATIAL

**PUBLIC RECORDS – LAND SALES**

51

# Beacon™ Dallas County, IA

## Summary

Parcel ID 0211152002  
 Alternate ID  
 Property Address 1511 18TH ST  
 PERRY IA 50220  
 11-81-28  
 Sec/Twp/Rng  
 Brief Tax Description MOOSE SUBDIV LOT 2  
 (Note: Not to be used on legal documents)  
 2019-4514 (4/3/2019)  
 Deed Book/Page  
 Contract Book/Page  
 Gross Acres 1.14  
 Net Acres 1.14  
 Adjusted CSR Pts 0  
 Class C - Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District 670000 - 670000 PERRY CITY/PERRY SCH  
 School District PERRY CSD



## Owner

Deed Holder  
[2426 ELENA WAY, LLC](#)  
 PO BOX 592  
 JOHNSTON IA 50131

Contract Holder

Mailing Address  
 2426 ELENA WAY, LLC  
 PO BOX 592  
 JOHNSTON IA 50131

## Land

Lot Area 1.14 Acres; 49,658 SF

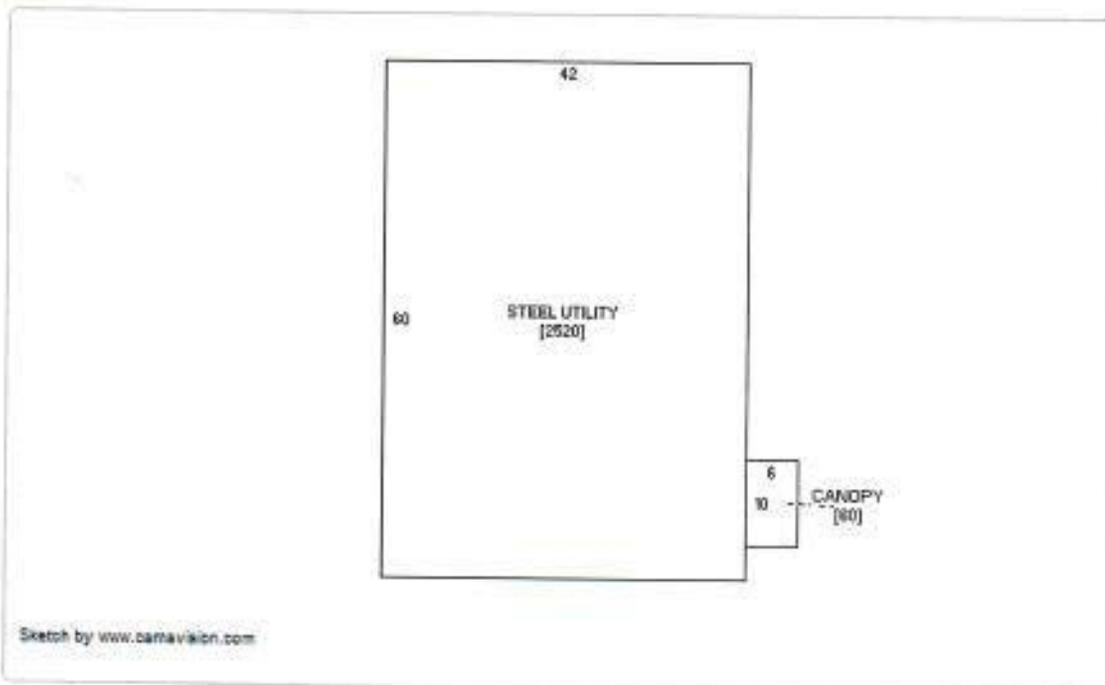
## Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built
	Barn - Pole		42	60	2019

## Yard Extras

#1 - [1] Paving - Concrete 2,800 SF, Concrete Parking, Average Pricing, Built 2019

## Sketches



## Notes

### Note

METAL POLE FRAME BUILDING: 3 OH DOORS, ELECTRIC, METAL INTERIOR LINED.  
 2020 - ADD STEEL UTILITY BUILDING. BA/DJ 09/18/2019 - MEASURED NEW STEEL UTILITY BUILDING. DJ 2009 - REVALUED - MOVED TO NEW MANUAL  
 01/03/2014 - RECEIVED APPLICATION FOR BUSINESS PROPERTY TAX CREDIT FOR 2013.MM  
 11/25/2019- RECEIVED ABATEMENT APPLICATION.

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
4/1/2019	BARCK RENTALS, LLC	2426 ELENA WAY LLC	<a href="#">2019-4514</a>	Vacant lot	Deed		\$30,000.00
8/31/2011	BARCK, CHRISS & SHAWN	BARCK RENTALS, LLC	<a href="#">2011-11432</a>	No consideration	Deed		\$0.00

## Valuation

	2019	2018	2017	2016	2015
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$6,210	\$6,210	\$6,210	\$6,210	\$6,210
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$6,210	\$6,210	\$6,210	\$6,210	\$6,210
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$6,210	\$6,210	\$6,210	\$6,210	\$6,210

## Taxation

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$5,589	\$5,589	\$5,589	\$5,589
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$5,589	\$5,589	\$5,589	\$5,589
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$5,589	\$5,589	\$5,589	\$5,589
x Levy Rate (per \$1000 of value)	44.15596	45.18621	44.85992	43.22631
= Gross Taxes Due	\$246.79	\$252.55	\$250.72	\$241.59
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	(\$90.71)	(\$96.47)	(\$92.10)	(\$92.27)
= Net Taxes Due	\$156.00	\$156.00	\$158.00	\$150.00

## Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$78	No		
	September 2019	\$78	No		192123
2017	March 2019	\$78	Yes	3/27/2019	031985
	September 2018	\$78	Yes	9/14/2018	
2016	March 2018	\$79	Yes	3/12/2018	030799
	September 2017	\$79	Yes	9/19/2017	
2015	March 2017	\$75	Yes	3/21/2017	029705
	September 2016	\$75	Yes	9/15/2016	
2014	March 2016	\$71	Yes	3/3/2016	029261
	September 2015	\$71	Yes	9/14/2015	

## Photos



No data available for the following modules: DBA, Residential Dwellings, Commercial Buildings, Ag Soils, Documents, Permits.

The Dallas County Assessors Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

[User Privacy Policy](#)

[GDPR Privacy Notice](#)

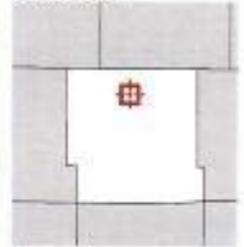
[Last Data Upload: 3/4/2020, 9:04:26 PM](#)

[Version 2.3.4d](#)

Developed by  
 **Schneider**  
GEO SPATIAL



**Overview**



**Legend**

- Parcels
- Road Centerlines
- City Limits

<b>Parcel ID</b>	0211152002	<b>Alternate ID</b>	r/a	<b>Owner Address</b>	2426 ELENA WAY, LLC
<b>Sec/Twp/Rng</b>	11-81-28	<b>Class</b>	C		PO BOX 592
<b>Property Address</b>	1511 18TH ST PERRY	<b>Acreege</b>	1.14		JOHNSTON IA 50131

**District** 670000  
**Brief Tax Description** MOOSE SUBDIV LOT 2  
 (Note: Not to be used on legal documents)

Date created: 3/5/2020  
 Last Data Uploaded: 3/4/2020 10:04:26 PM

Developed by **Schneider**  
 GEOSPATIAL

52

### Summary

Parcel ID 1129401014  
 Alternate ID  
 Property Address 504 NILE KINNICK N  
 ADEL  
 Sec/Twp/Rng 29-79-27  
 Brief Tax Description PARCEL 19-84 OF PARCELS AA & BB OL 24  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 2019-20959 (11/4/2019)  
 Contract Book/Page  
 Gross Acres 0.81  
 Net Acres 0.81  
 Adjusted CSR Pts 0  
 Class C - Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District 540000 - 540000 ADEL CITY/ADM SCH  
 School District ADEL DE SOTO MINBURN CSD

### Owner

<b>Deed Holder</b> <a href="#">SCHEP LLC</a> <a href="#">1604 ASPEN DR</a> ADEL IA 50003	<b>Contract Holder</b>	<b>Mailing Address</b> SCHEP LLC 1604 ASPEN DR ADEL IA 50003
SATELLITE CENTER LLC <a href="#">1604 ASPEN DR</a> ADEL IA 50003		

### Land

Lot Area 0.81 Acres ; 35,283 SF

### Notes

Note  
 2018 - VACANT LAND NO CHANGE AT THIS TIME. CAC  
 06/17/2016 SCHEP LLC COMPLETED BPTC FOR 2016 ASSESSMENT YEAR TAXES PAYABLE 2017/2018-CH

### Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
11/1/2019	SMITH, JAMES D & ANGELA S	SCHEP LLC & SATELLITE CENTER LLC	<a href="#">2019-20959</a>	Vacant lot	Deed		\$20,000.00

### Valuation

	2019
Classification	Commercial
+ Assessed Land Value	\$61,340
+ Assessed Building Value	\$0
+ Assessed Dwelling Value	\$0
= Gross Assessed Value	\$61,340
- Exempt Value	\$0
= Net Assessed Value	\$61,340

### Tax History

No data available for the following modules: DBA, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sketches, Ag Soils, Documents, Permits, Taxation, Photos.

The Dallas County Assessors Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

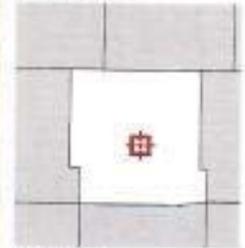
[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 3/4/2020, 9:04:26 PM

Version 2.3.44



Overview



Legend

-  Parcels
-  Road Centerlines
-  City Limits

Parcel ID	1129401014	Alternate ID	n/a	Owner Address	SATELLITE CENTER LLC
Sec/Twp/Rng	29-79-27	Class	C		1604 ASPEN DR
Property Address	504 NILE KINNICK N	Acreeage	0.81		ADEL IA 50003
	ADEL				
District	540000				
Brief Tax Description	PARCEL 19-84 OF PARCELS AA & BB OL 24				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 3/5/2020  
 Last Data Upload: 3/4/2020 10:04:26 PM

Developed by  **Schneider**  
 GEOSPATIAL

53

# Beacon™ Dallas County, IA

## Summary

Parcel ID 1120376006  
 Alternate ID  
 Property Address N/A  
 Sec/Twp/Rng 20-79-27  
 Brief Tax Description SANDE LAND PLAT II LOT 9  
 (Note: Not to be used on legal documents)  
 Deed Book/Page [2016-17173 \(9/15/2016\)](#)  
 Contract Book/Page [2017-937 \(1/16/2017\)](#)  
 Gross Acres 1.15  
 Exempt Acres 1.15  
 Net Acres 0.00  
 Adjusted CSR Pts 0  
 Class C - Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District 140000 - 140000 ADEL TWP/ADM SCH/ADEL CITY FD NO 2  
 School District ADEL DE SOTO MINBURN CSD

## Owner

<b>Deed Holder</b> <a href="#">SANDE, EARLE</a> <a href="#">515 N 13TH STREET</a> ADEL IA 50003	<b>Contract Holder</b> DALLAS COUNTY FAIR ASSOCIATION PO BOX 71 ADEL IA 50003	<b>Mailing Address</b>
--	--	------------------------

## DBA

VAC LOT FAIRGROUND RD ADEL

## Land

Lot Area 1.15 Acres : 50,094 SF

## Notes

### Note

05/30/2017 - FOR 2017 (GOVERNMENT OWNED) DALLAS COUNTY FAIR ASSOC. COMPLETED APPLICATION FOR CHARITABLE ORGANIZATION-CH  
 11/15/2013 - RECEIVED APPLICATION FOR BUSINESS PROPERTY TAX CREDIT FROM EARLE SANDE FOR 2013,MM  
 7/27/2017 - FOR 2017 AUDITORS ADJUSTMENT PER ASSESSOR TO MAKE THIS PARCEL EXEMPT OWNED BY DALLAS COUNTY IOWA,MM

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/11/2017	SANDE, EARLE	DALLAS COUNTY FAIR ASSOCIATION	<a href="#">2017-937</a>	Contract sale	Contract	Y	\$156,000.00
9/7/2016	SANDE, EARLE & RUTH E	SANDE, EARLE E	<del>2016-17173</del>	No consideration	Affidavit		\$0.00
3/24/1994			<a href="#">814-276</a>	Fulfillment of prior year contract	Deed		\$0.00
6/30/1993			<del>744-650</del>	Normal	Contract		\$25,000.00
7/10/1989			<del>672-512</del>	Normal	Deed		\$14,974.00

## Valuation

	2019	2018	2017	2016	2015
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$12,420	\$12,420	\$12,420	\$12,420	\$12,420
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$12,420	\$12,420	\$12,420	\$12,420	\$12,420
- Exempt Value	(\$12,420)	(\$12,420)	(\$12,420)	\$0	\$0
= Net Assessed Value	\$0	\$0	\$0	\$12,420	\$12,420

## Taxation

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$0	\$0	\$11,178	\$11,178

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$0	\$0	\$11,178	\$11,178
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$0	\$0	\$11,178	\$11,178
x Levy Rate (per \$1000 of value)	26.90576	27.27637	27.45758	27.65917
= Gross Taxes Due	\$0.00	\$0.00	\$306.92	\$309.17
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	(\$114.35)	(\$119.81)
= Net Taxes Due	\$0.00	\$0.00	\$192.00	\$190.00

### Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$0	No		152220
	September 2019	\$0	No		
2017	March 2019	\$0	No		004899
	September 2018	\$0	No		
2016	March 2018	\$98	Yes	10/2/2017	005255
	September 2017	\$1	Yes	10/2/2017	
2015	March 2017	\$97	Yes	1/16/2017	005136
	September 2016	\$97	Yes	9/26/2016	
2014	March 2016	\$97	Yes	3/31/2016	005132
	September 2015	\$97	Yes	9/30/2015	

No data available for the following modules: Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sketches, Ag Soils, Documents, Permits, Photos.

The Dallas County Assessors Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein. Its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 3/4/2020, 9:04:26 PM

[Version 2.3.44](#)

Developed by  
 Schneider  
 GEOSPATIAL

### Summary

Parcel ID 1129126001  
 Alternate ID  
 Property Address N/A  
 Sec/Twp/Rng 20-79-27  
 Brief Tax Description SANDE LAND PLAT II LOT 10  
(Note: Not to be used on legal documents)  
 Deed Book/Page [2016-17173 \(9/15/2016\)](#)  
 Contract Book/Page [2017-937 \(1/16/2017\)](#)  
 Gross Acres 1.25  
 Exempt Acres 1.25  
 Net Acres 0.00  
 Adjusted CSR Pts 0  
 Class C - Commercial  
(Note: This is for tax purposes only. Not to be used for zoning.)  
 District 140000 - 140000 ADEL TWP/ADM SCH/ADEL CITY FD NO 2  
 School District ADEL DE SOTO MINBURN CSD

### Owner

Deed Holder  
[SANDE, EARLE](#)  
[315 N 13TH STREET](#)  
 ADEL IA 50003

Contract Holder  
 DALLAS COUNTY FAIR ASSOCIATION  
 PO BOX 71  
 ADEL IA 50003

Mailing Address

### DBA

VAC LOT FAIRGROUND RD ADEL

### Land

Lot Area 1.25 Acres ; 54,450 SF

### Notes

#### Note

REVALUE 2005

05/30/2017 - FOR 2017 (GOVERNMENT OWNED) DALLAS COUNTY FAIR ASSOC. COMPLETED APPLICATION FOR CHARITABLE ORGANIZATION-CH  
 11/15/2013 - RECEIVED APPLICATION FOR BUSINESS PROPERTY TAX CREDIT FROM EARLE SANDE FOR 2013.MM

### Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/11/2017	SANDE, EARLE	DALLAS COUNTY FAIR ASSOCIATION	<a href="#">2017-937</a>	Contract sale	Contract		\$156,000.00
9/7/2016	SANDE, EARLE & B RUTH E	SANDE, EARLE	<a href="#">2016-17173</a>	No consideration	Athdavit		\$0.00

### Valuation

	2019	2018	2017	2016	2015
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500
- Exempt Value	(\$13,500)	(\$13,500)	(\$13,500)	\$0	\$0
= Net Assessed Value	\$0	\$0	\$0	\$13,500	\$13,500

### Taxation

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$0	\$0	\$12,150	\$12,150
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$0	\$0	\$12,150	\$12,150
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$0	\$0	\$12,150	\$12,150

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
x Levy Rate (per \$1000 of value)	26.90576	27.27637	27.45758	27.65917
= Gross Taxes Due	\$0.00	\$0.00	\$333.61	\$336.06
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	(\$124.29)	(\$130.23)
= Net Taxes Due	\$0.00	\$0.00	\$210.00	\$206.00

### Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$0	No		154125
	September 2019	\$0	No		
2017	March 2019	\$0	No		004900
	September 2018	\$0	No		
2016	March 2018	\$107	Yes	10/2/2017	005256
	September 2017	\$2	Yes	10/2/2017	
2015	March 2017	\$105	Yes	1/16/2017	005137
	September 2016	\$105	Yes	9/26/2016	
2014	March 2016	\$105	Yes	3/31/2016	005133
	September 2015	\$105	Yes	9/30/2015	

**No data available for the following modules:** Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sketches, Ag Soils, Documents, Permits, Photos.

The Dallas County Assessors Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 3/4/2020, 9:04:26 PM

Developed by  
 Schneider  
 GEOSPATIAL

[Version 2.3.44](#)

### Summary

Parcel ID 1120377009  
 Alternate ID  
 Property Address N/A  
 Sec/Twp/Rng 20-79-27  
 Brief Tax Description .4AC LYG BET OLD & NEW HWY 169 ON S SIDE SE SW  
 (Note: Not to be used on legal documents)  
 Deed Book/Page [2016-20668 \(10/21/2016\)](#)  
 Contract Book/Page [2017-937 \(5/16/2017\)](#)  
 Gross Acres 0.50  
 Exempt Acres 0.50  
 Net Acres 0.00  
 Adjusted CSR Pts 0  
 Class C - Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District 140000 - 140000 ADEL TWP/ADM SCH/ADEL CITY FD NO 2  
 School District ADEL DE SOTO MINBURN CSD

### Owner

<b>Deed Holder</b> <a href="#">SANDE, EARL E</a> <a href="#">315 N 13TH STREET</a> ADEL IA 50003	<b>Contract Holder</b> DALLAS COUNTY FAIR ASSOCIATION PO BOX 71 ADEL IA 50003	<b>Mailing Address</b>
---	--	------------------------

### DBA

VAC LOT FAIRGROUND ROAD RURAL ADEL

### Land

Lot Area 0.50 Acres; 21,780 SF

### Notes

#### Note

IRREGULAR SHAPED LOT SITS BETWEEN FAIRGROUND RD AND HIGHWAY 169. REVALUE 2005  
 05/30/2017 - FOR 2017 - (GOVERNMENT OWNED) DALLAS COUNTY FAIR ASSOC. COMPLETED APPLICATION FOR CHARITABLE ORGANIZATION-CH  
 11/15/2013 - RECEIVED APPLICATION FOR BUSINESS PROPERTY TAX CREDIT FROM EARL E SANDE FOR 2013.MM

### Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/11/2017	SANDE, EARL E	DALLAS COUNTY FAIR ASSOCIATION	<a href="#">2017-937</a>	Contract sale	Contract		\$156,000.00
10/20/2016	SANDE, EARL E & RUTH E	SANDE, EARL E	<a href="#">2016-20668</a>	No consideration	Affidavit		\$0.00
4/13/2010	SANDE, EARL E	SANDE, EARL E & RUTH E	<a href="#">2012-667</a>	No consideration	Deed		\$0.00
5/30/1997			<a href="#">837-167</a>	Normal	Deed		\$90,000.00

### Valuation

	2019	2018	2017	2016	2015
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
- Exempt Value	(\$2,700)	(\$2,700)	(\$2,700)	\$0	\$0
= Net Assessed Value	\$0	\$0	\$0	\$2,700	\$2,700

### Taxation

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$0	\$0	\$2,430	\$2,430
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$0	\$0	\$2,430	\$2,430

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$0	\$0	\$2,430	\$2,430
x Levy Rate (per \$1000 of value)	26.90576	27.27637	27.45758	27.65917
= Gross Taxes Due	\$0.00	\$0.00	\$66.72	\$67.21
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	(\$24.86)	(\$26.05)
= Net Taxes Due	\$0.00	\$0.00	\$42.00	\$42.00

### Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$0	No		152226
	September 2019	\$0	No		
2017	March 2019	\$0	No		004896
	September 2018	\$0	No		
2016	March 2018	\$21	Yes	10/2/2017	004897
	September 2017	\$0	No		
2015	March 2017	\$21	Yes	1/16/2017	005132
	September 2016	\$21	Yes	9/26/2016	
2014	March 2016	\$21	Yes	3/31/2016	005128
	September 2015	\$21	Yes	9/30/2015	

No data available for the following modules: Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sketches, Ag Soils, Documents, Permits, Photos.

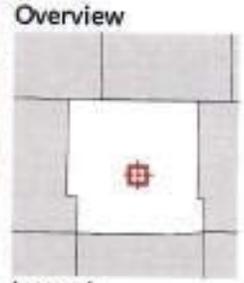
The Dallas County Assessors Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified assessment roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Upload: 3/4/2020, 9:04:26 PM](#)

Developed by  
 Schneider  
 GEOSPATIAL

[Version 2.3.44](#)



- Legend**
-  Parcels
  -  Road Centerlines
  -  City Limits

Parcel ID	1120377009	Alternate ID	n/a	Owner Address	SANDE, EARL E
Sec/Twp/Rng	20-79-27	Class	C		515 N 13TH STREET
Property Address		Acreage	0.5		ADEL IA 50003
District	140000				
Brief Tax Description	.4AC LYG BET OLD & NEW HWY 169 ON S SIDE SE SW				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 3/5/2020  
 Last Data Upload: 3/4/2020 10:04:26 PM



The Adel Planning and Zoning meet at 1016 Main Street on Wednesday, August 12, 2020  
At 6:30 **PM.**

Commissioners present were: Tom Waltz, Kent McAdon, Jonathan Fokken, Stephanie Poole, Summer Portzen, Scott Lyon and Code Compliance Officer Steve Nichols.  
Absent: Christina Woods. Doug Mandernach and Eric Grubb.

- I. **Discussion / Possible Action on Preliminary Plat for Westwood Oaks Plat 3 in our 2-mile territory.** Mandernach presented Westwood Oak Plat 3 for Eric Grubb. He gave a small presentation on the number of lots and that they will all be on septic systems. Per Adel's land use stating all sub-divisions within our 2-mile territory shall have a dry sanitary system and easements for future connection to the City of Adel's system. Nichols stated that this plat has been reviewed by McClure's and Kip Overton. It was decided that a 2-inch pressurized line would be required. Construction plan will be forwarded to McClure's and the city. **Fokken made a motion to approve the land division and forward to Council, second by Waltz. Passed unanimously. Portzen abstained.**
- II. **Discussion / possible Action on Final Plat for Westwood Oaks Plat 3.** Mandernach presented the final plat with no further discussion from the Board. **Fokken made a motion to send to council once the construction has been completed and reviewed by McClure Engineering and staff, second by Poole. Passed unanimously. Portzen abstained.**

**Adjourned at 6:50**

**Respectfully  
Steve Nichols**

Dear Council Members,

The Planning and Zoning met on August 12, 2020. On the agenda was to review a sub-division that is in our 2-mile territory. The Westwood Oaks Plat 3 was presented by Doug Mandernach from CDA on behalf of Eric Grubb. The Planning and Zoning only approved the sub-division with the recommendation of McClure's and Overton's on the dry sanitation that would be required by our Adel Strategic Planning that was adopted by Council September 2018. The plan states:

Sanitary Sewer Service

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

McClure's reviewed that a 2-inch force main for future use would sufficient and that easements are in place. The Planning and Zoning's approval was approved because of McClure's and Overton's recommendation.

Respectfully

Steve Nichols

**Resolution No. 20- 78**

**RESOLUTION APPROVING PRELIMINARY PLAT  
FOR WESTWOOD OAKS PLAT 3**

**WHEREAS**, a subdivision plat for a parcel of land was submitted by Eric Grubb with Neat Feat, LLC, hereinafter referred to as the Developer; and

**WHEREAS**, the Developer submitted a preliminary plat, known as Westwood Oaks Plat 3, located in Dallas County but within the City of Adel's two-mile planning boundary; and

**WHEREAS**, the Developer is proposing to subdivide with residential lots; and

**WHEREAS**, the Planning and Zoning Commission reviewed and recommended said plat for Westwood Oaks Plat 3 on August 12, 2020; and

**WHEREAS**, the members of the City Council of the City of Adel, Iowa, have reviewed and approved the preliminary plat for Westwood Oaks Plat 3.

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

Passed and approved this 18<sup>th</sup> day of August, 2020.

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

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

