



**ADEL CITY COUNCIL AGENDA**  
*Monday, August 23, 2021 at 6:00 p.m.*  
**Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, IA 50003**

**PUBLIC HEARING**

1. Proposed Plans, Specifications, Form of Contract, and Estimates of Cost for the Southbridge Lift Station Improvements, Bid Package No. 1 – Lift Station Project
2. Proposed Plans, Specifications, Form of Contract, and Estimates of Cost for the Southbridge Lift Station Improvements, Bid Package No. 2 – Force Main Project

**COMMENTS FROM THE PUBLIC**

1. Deb Bengtson – President, Adel Partners Chamber of Commerce – Chamber Update

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated August 10, 2021
- b) Consider Approval of Resolution No. 21-63, Approving Road Closure for SHC's 2<sup>nd</sup> Anniversary Block Party

**DEPARTMENT HEAD REPORT**

**NEW BUSINESS**

- a) Discussion / Possible Action regarding ADM Soccer Club Request to Reduce or Eliminate Water Bills and / or Reduce or Eliminate Lease Payment
- b) Discussion / Possible Action regarding Proposed Traffic Regulations and Signs near the New Meadow View Elementary School
- c) Consider Approval of Resolution No. 21-64, Approving and Authorizing Execution of the Amended and Restated Infrastructure Reimbursement Agreement by and between the City of Adel and Cramer and Associates, Inc. – Southbridge Lift Station Improvements
- d) Consider Approval of Resolution No. 21-65, Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Southbridge Lift Station Improvements – Lift Station Project
- e) Consider Approval of Resolution No. 21-66, Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Southbridge Lift Station Improvements – Force Main Project
- f) Consider Approval of Resolution No. 21-67, Making Award of Construction Contract for the Southbridge Lift Station Improvements – Lift Station Project
- g) Consider Approval of Resolution No. 21-68, Approving Construction Contract and Bond for the Southbridge Lift Station Improvements – Lift Station Project

8/20/2021 5:55:08 PM

- h) Consider Approval of Resolution No. 21-69, Making Award of Construction Contract for the Southbridge Lift Station Improvements – Force Main Project
- i) Consider Approval of Resolution No. 21-70, Approving Construction Contract and Bond for the Southbridge Lift Station Improvements – Force Main Project
- j) Consider Approval of Resolution No. 21-71, Approval of Preliminary Plat – Southbridge Plat 7
- k) Consider Approval Setting a Date for a Public Hearing to Rezone/Amend Southbridge PUD (Plat 3) – September 14, 2021 at 6:00 p.m.
- l) Discussion of Potential Site Plan Ordinance with Design Guidelines
- m) Possible Closed Session. The Council May Enter into Closed Session in Accord with Section 21.5(1)(c) of the Iowa Code, *To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.*

## **OTHER BUSINESS**

## **ADJOURNMENT**



**ADEL CITY COUNCIL AGENDA**  
*Monday, August 23, 2021 at 6:00 p.m.*  
**Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, IA 50003**

**PUBLIC HEARING**

1. Proposed Plans, Specifications, Form of Contract, and Estimates of Cost for the Southbridge Lift Station Improvements, Bid Package No. 1 – Lift Station Project

*As of Monday, August 23 at 10:00 a.m., no written or oral comments have been received.*

2. Proposed Plans, Specifications, Form of Contract, and Estimates of Cost for the Southbridge Lift Station Improvements, Bid Package No. 2 – Force Main Project

*As of Monday, August 23 at 10:00 a.m., no written or oral comments have been received.*

**COMMENTS FROM THE PUBLIC**

1. Deb Bengtson – President, Adel Partners Chamber of Commerce – Chamber Update

**CONSENT AGENDA**

*If a council member would like to discuss a consent agenda item, it may be pulled from the consent agenda upon request. City staff is recommending approval of the entire consent agenda.*

- a) Consider Approval of City Council Minutes Dated August 10, 2021
- b) Consider Approval of Resolution No. 21-63, Approving Road Closure for SHC's 2<sup>nd</sup> Anniversary Block Party

**DEPARTMENT HEAD REPORT**

**NEW BUSINESS**

- a) Discussion / Possible Action regarding ADM Soccer Club Request to Reduce or Eliminate Water Bills and / or Reduce or Eliminate Lease Payment

*This item considers the ADM Soccer Club's request to reduce or eliminate their water bills and/or reduce or eliminate their lease payment. The Club addressed the Committee of the Whole meeting last month about their high water bills, but no action was taken. The council*

packet includes the Club's lease with the City, which was approved last year. The lease requires that the Club pay all its utilities and has rental fees of up to \$1,500 per year depending on what fields it uses.

City Attorney Kristine Stone has advised that, unlike a normal water customer, the City could take any combination of actions due to this situation being under a lease agreement. However, Stone also advised that any arrangement should consider the City's existing leases. For example, the City has a lease agreement with the ADM Youth Football Club. While that lease does not require payment for utilities, the City has complete control over the water usage for the relevant football field.

City staff is recommending that the existing lease agreement remain unchanged and that no action be taken. Any utility changes could undermine other discussions with businesses that serve the community and not-for-profits about the purpose and structure of the City's water rates. The City is in the process of completing approximately \$24.87 million in water projects, and any cost reduction in this lease would need to be subsidized by ratepayers or taxpayers. Further, any changes to the rental rates could devalue the City's other leases.

b) Discussion / Possible Action regarding Proposed Traffic Regulations and Signs near the New Meadow View Elementary School

This item considers City staff's proposed traffic regulations and signage near the new Meadow View Elementary School. The City's Police and Public Works Departments reviewed the area earlier this month and recommended the following changes:

- No Parking on both sides of the Penoach Street extension.
- New Stop Signs, including a 4-Way Stop at South 15<sup>th</sup> and Penoach
- New No Parking from Monday through Friday, 7:30 a.m. to 4:30 p.m., in conjunction with existing No Parking on one side, on Penoach between S. 14<sup>th</sup> and S. 15<sup>th</sup> and on S. 15<sup>th</sup> between Penoach and Ann Avenue

Residents in this area were notified last Friday about this proposal with the letter and map that has been included in the council packet. The ADM School District was notified as well.

This item is not strictly a public hearing, though there may be affected residents in the audience who would like to provide feedback. As of 8:30 a.m., two residents have emailed their concerns.

- c) Consider Approval of Resolution No. 21-64, Approving and Authorizing Execution of the Amended and Restated Infrastructure Reimbursement Agreement by and between the City of Adel and Cramer and Associates, Inc. – Southbridge Lift Station Improvements

This resolution considers the proposed update to the Infrastructure Reimbursement Agreement with Cramer and Associates, Inc. City staff, Ahlers, McClure, and PFM have been coordinating to develop this proposal, to which Robert Cramer has agreed.

The original version, from September 2019, called for Cramer and Associates to fund 100% of the lift station and force main's cost, which at that time was estimated to be \$1.4 million. Since then, the project has expanded to prepare the City for future development across 3,200 acres, and construction and labor costs have increased dramatically.

The updated agreement calls for the City to contribute up to \$500,000 and to develop a connection fee district to potentially reimburse Cramer and Associates 100% of its contributions within a 20-year period. Cramer and Associates is taking risk here by not charging interest on this funding and if the connection fee district takes longer than 20 years to develop. The connection fee district will be created later and be in place next year once the Southbridge Lift Station is online.

City staff has appreciated Cramer's willingness to explore this arrangement and to provide helpful context about the potential risks involved. City Attorney Kristine Stone has advised that this funding agreement must be in place before the City can award the project (see later in the agenda). City staff is recommending approval.

- d) Consider Approval of Resolution No. 21-65, Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Southbridge Lift Station Improvements – Lift Station Project

This resolution considers approval of items related to the Southbridge Lift Station. The project has been split between two bid packages. The public hearing will be held earlier in the meeting. City staff is recommending approval.

- e) Consider Approval of Resolution No. 21-66, Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Southbridge Lift Station Improvements – Force Main Project

This resolution considers approval of items related to the Southbridge Lift Station. The project has been split between two bid packages. The public hearing will be held earlier in the meeting. City staff is recommending approval.

- f) Consider Approval of Resolution No. 21-67, Making Award of Construction Contract for the Southbridge Lift Station Improvements – Lift Station Project

This resolution considers approval to award the first bid package of the Southbridge Lift Station Project. McClure will have an update on this item at the meeting.

- g) Consider Approval of Resolution No. 21-68, Approving Construction Contract and Bond for the Southbridge Lift Station Improvements – Lift Station Project

This resolution considers approval of the contract and bond on the first bid package of the Southbridge Lift Station Project. McClure will have an update on this item at the meeting.

- h) Consider Approval of Resolution No. 21-69, Making Award of Construction Contract for the Southbridge Lift Station Improvements – Force Main Project

This resolution considers approval to award the second bid package of the Southbridge Lift Station Project. McClure will have an update on this item at the meeting.

- i) Consider Approval of Resolution No. 21-70, Approving Construction Contract and Bond for the Southbridge Lift Station Improvements – Force Main Project

This resolution considers approval of the contract and bond on the second bid package of the Southbridge Lift Station Project. McClure will have an update on this item at the meeting.

- j) Consider Approval of Resolution No. 21-71, Approval of Preliminary Plat – Southbridge Plat 7

This resolution considers approval of the Southbridge Plat 7 Preliminary Plat. This plat is for the potential 16-acre affordable apartments project area that was rezoned earlier this year. A separate site plan for the project would be considered by City staff in the future. The City's Planning & Zoning Commission met recently and recommended this plat. McClure has also reviewed this plat. The eventual development of this area will depend on the Southbridge Lift Station. City staff is recommending approval.

- k) Consider Approval Setting a Date for a Public Hearing to Rezone/Amend Southbridge PUD (Plat 3) – September 14, 2021 at 6:00 p.m.

This item considers setting a public hearing for next month to consider several updates to the Southbridge PUD. These updates include a change on the design and parking standards and changing an area to be zoned as either C-1 or R-4. The City's Planning & Zoning Commission met earlier this month to recommend approval. City staff is recommending approval of setting the public hearing.

l) Discussion of Potential Site Plan Ordinance with Design Guidelines

This item considers discussion only on a potential Site Plan Ordinance with Design Guidelines. The City's Planning & Zoning Commission, City staff, and City Attorney Kristine Stone have worked on this for the past few months. City staff would appreciate feedback on the levels of approval required (e.g., just City staff? Including P&Z? including council?) and thoughts on the impact of this ordinance to staff, businesses, and developers.

m) Possible Closed Session. The Council May Enter into Closed Session in Accord with Section 21.5(1)(c) of the Iowa Code, *To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.*

**OTHER BUSINESS**

**ADJOURNMENT**

**SOUTHBRIDGE LIFT STATION IMPROVEMENTS  
BID PACKAGE NO. 1 – LIFT STATION  
CITY OF ADEL, IOWA**

**NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, August 23, 2021, at 6:00 PM** in the Council Chambers of Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **SOUTHBRIDGE LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 1 – LIFT STATION** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

1. The scope of work includes the construction of a precast concrete sanitary sewer lift station on City-owned property located west of Old Portland Road, including submersible pumps. Additional construction items include a precast concrete valve vault, including process piping and valves, a masonry controls building and associated electrical and mechanical components, installation of a standby generator and associated electrical controls, installation of approximately 15 linear feet of new 24" diameter gravity sanitary sewer, and related appurtenances, and installation of approximately 75 linear feet of new 8" diameter sanitary force main and 250 linear feet of 10" and 12" diameter sanitary force main. Site dewatering as required for construction, granular surface paving, Portland Cement Concrete (PCC) door slab for control building and dumpster slab, erosion control, site restoration and seeding, field testing, and other miscellaneous construction activities, and all other work as required by the contract documents are necessary to complete the scope of work. Bid Alternate 1 – Provide a deduct, if any, for a substantial completion date of September 1, 2022 and a final completion date of October 1, 2022.

00 11 14 - 1

**SOUTHBRIDGE LIFT STATION IMPROVEMENTS  
BID PACKAGE NO. 2 – FORCE MAIN  
CITY OF ADEL, IOWA**

**NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, August 23, 2021, at 6:00 PM** in the Council Chambers of Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **SOUTHBRIDGE LIFT STATION IMPROVEMENTS, BID PACKAGE NO. 2 – FORCE MAIN** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The construction of the Southbridge Lift Station Improvements, Bid Package No. 2 – Force Main project, which is generally located in the Right-of-Way of Old Portland Road in the City of Adel, Iowa, ranging from the Wastewater Treatment Plant which is located just east of Old Portland Road, south to the Southbridge Lift Station. The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

The scope of work includes the installation of approximately 6,510 linear feet of new 10" diameter sanitary sewer force main, 310 linear feet of new 10" diameter trenchless sanitary sewer force main, 40 linear feet of 10" diameter trenchless sanitary sewer force main in a single 18" casing under Old Portland Road, and related 10" diameter appurtenances. The scope of work also includes the construction of air release manholes, including air release valves. Site dewatering as required for construction, erosion control, site restoration and seeding, field testing, and other miscellaneous construction activities, and all other work as required by the contract documents are necessary to complete the scope of work. Bid Alternate 1 – Provide a deduct, if any, for a substantial completion date of September 1, 2022 and a final completion date of October 1, 2022.

**Adel City Council**  
**August 10, 2021 – Meeting Minutes**

The Adel City Council met in regular session at the Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel, Iowa on Tuesday, August 10, 2021. At 6:00 p.m., Mayor Peters called the meeting to order. The following answered roll: Ockerman, McAdon, Selby, Christensen, and Miller (participated by phone).

Staff Present: City Administrator Brown, City Clerk Erickson, Police Chief Shepherd, City Attorney Stone, Library Director Jayne, Parks and Recreation Director Schenck, and Public Works Director Overton.

**COMMENTS FROM THE PUBLIC**

**CONSENT AGENDA**

- a) Consider Approval of City Council Minutes Dated July 26, 2021
- b) Consider Approval of July Bills
- c) Consider Approval of Ahlers & Cooney, P.C. July 2021 Invoice to be Applied to Retainer
- d) Consider Approval of Class E Liquor License, Class C Beer Permit, Class B Wine Permit with Sunday Sales for Casey's General Store #3826
- e) Consider Approval of Class E Liquor License, Class C Beer Permit, Class B Wine Permit with Sunday Sales for Casey's General Store #1680
- f) Consider Approval of Beggars' Night for Saturday, October 30, 2021 from 6:00 p.m. to 8:00 p.m.
- g) Consider Approval Granting Permission to ADM Community School District to Discharge Fireworks at Home Football Games during the 2021 Season
- h) Consider Approval of Directing City Staff to Set Up Social Media Pages (e.g., Facebook, Instagram) for the City's Historic Preservation Commission
- i) Consider Approval of Pay Estimate No. 23 for the Adel Water System Improvements 2017 – Water Treatment Plant
- j) Consider Approval of Pay Estimate No. 5 for the Water Systems Improvements 2020 – High Zone Water Main
- k) Consider Approval of Pay Estimate No. 11 for the Adel Wastewater System Improvements 2019 – Wastewater Treatment Plant Improvements

**Motion by Ockerman, seconded by Selby, to approve the Consent Agenda.**

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

**DEPARTMENT HEAD REPORT**

- 1. Second Council Meeting – Monday, August 23, 2021 at 6:00 p.m.
- 2. 2022-2023 Goal Setting Session – Tuesday, November 16, 2021 at 6:00 p.m.

**NEW BUSINESS**

- a) Discussion / Possible Action Regarding HWY 169 Traffic Signal Study at the ADM / Fareway Intersection  
**The City engaged McClure in April 2021 to study the HWY 169 ADM/Fareway intersection regarding a potential traffic signal. During a recent virtual meeting with the Iowa Department of Transportation (DOT), the DOT asked the City to obtain new traffic counts once school is in session. Council Member Christensen asked City staff and McClure to get**

8/12/2021 2:04:42 PM

**a written confirmation from the DOT that this would be the last requirement before action can take place at the ADM/Fareway Intersection.**

- b) Discussion / Possible Action Regarding Traffic Regulations near New Elementary School, including 4-Way Stop at S. 15<sup>th</sup> Street and Penoach, No Parking Areas, Cross Walks, and School Zone Speed Limits  
**City Administrator Brown and Public Works Director Overton introduced several options for traffic regulations near the new elementary school at the corner of S. 15<sup>th</sup> Street and Penoach. Overton recommended making the new intersection a four-way stop and have no parking along 15<sup>th</sup> Street west from Penoach. Police Chief Shepherd and Overton are planning to review the area further next week. Mayor Peters asked that City staff evaluate everything, including the school's tentative plans, and present a formal recommendation on Monday, August 23.**
- c) Consider Approval of Engagement Agreement with Dorsey & Whitney, LLP  
**Motion by Ockerman, seconded by McAdon, to approve the Engagement Agreement with Dorsey & Whitney, LLP.  
Roll: Ayes – Unanimous. Motion carried.**
- d) Consider Approval of Engagement Agreement with McClure Engineering Company  
**Motion by Ockerman, seconded by Selby, to approve the Engagement Agreement with McClure Engineering Company.  
Roll: Ayes – Unanimous. Motion carried.**
- e) Consider Approval of Technology Order through State's BuyIT@OCIO Program funded by the COVID-19 CARES Act  
**Motion by Christensen, seconded by Selby, to approve the Technology Order through State's BuyIT@OCIO Program funded by the COVID-19 CARES Act.  
Roll: Ayes – Unanimous. Motion carried.**

#### **OTHER BUSINESS**

- 1. Mayor Peters asked City staff about their preparations for the upcoming Sweet Corn Festival.**

#### **ADJOURNMENT**

- 1. Meeting adjourned at 6:20 p.m.**

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

Attest: \_\_\_\_\_  
Carrie Erickson, City Clerk

8/12/2021 2:04:42 PM

**RESOLUTION NO. 21- 63**

**RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN  
CONNECTION WITH A SPECIAL EVENT KNOWN AS  
SHC'S 2<sup>ND</sup> ANNIVERSARY BLOCK PARTY**

WHEREAS, Iowa Code Section 364.12(2) states "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair and free from nuisance;" and

WHEREAS, Iowa Code Section 364.12(2)(a) states "public ways and grounds may be temporarily closed by resolution;" and

WHEREAS, Specialized Health Chiropractic has requested closure of the following streets and parking spaces for the date and time listed below (please see attached map) in conjunction with the special event known as SHC's 2<sup>nd</sup> Anniversary Block Party.

Saturday, October 2, 2021 – 10:00 a.m. – 5:00 p.m.  
7<sup>th</sup> St – between Main St & Prairie St

NOW, THEREFORE, BE IT RESOLVED, pursuant to Iowa Code Section 364.12(2)(a), the City Council of the City of Adel, Iowa does hereby temporarily close the streets as stated above.

Dated this date: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Carrie Erickson, City Clerk

**Resolution No. 20-23**

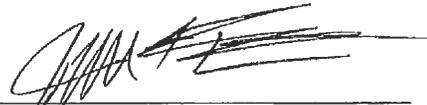
**A RESOLUTION AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN  
THE CITY OF ADEL AND THE ADEL-DE SOTO SOCCER CLUB**

**WHEREAS**, the City of Adel, Iowa ("City") and the Adel-De Soto Soccer Club ("Club"), an Iowa nonprofit corporation, desire to enter into a lease agreement for the soccer field area, storage garage, and concessions building at Island Park; and

**WHEREAS**, the City and the Club have agreed to the attached lease agreement.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA** that the City of Adel enter into a Lease Agreement (see attached) with the Adel-De Soto Soccer Club for the soccer field area, storage garage, and concessions building at Island Park.

Passed and approved this 10<sup>th</sup> day of March, 2020.



James F. Peters Mayor

Attest:

  
Angela Leopold, City Clerk

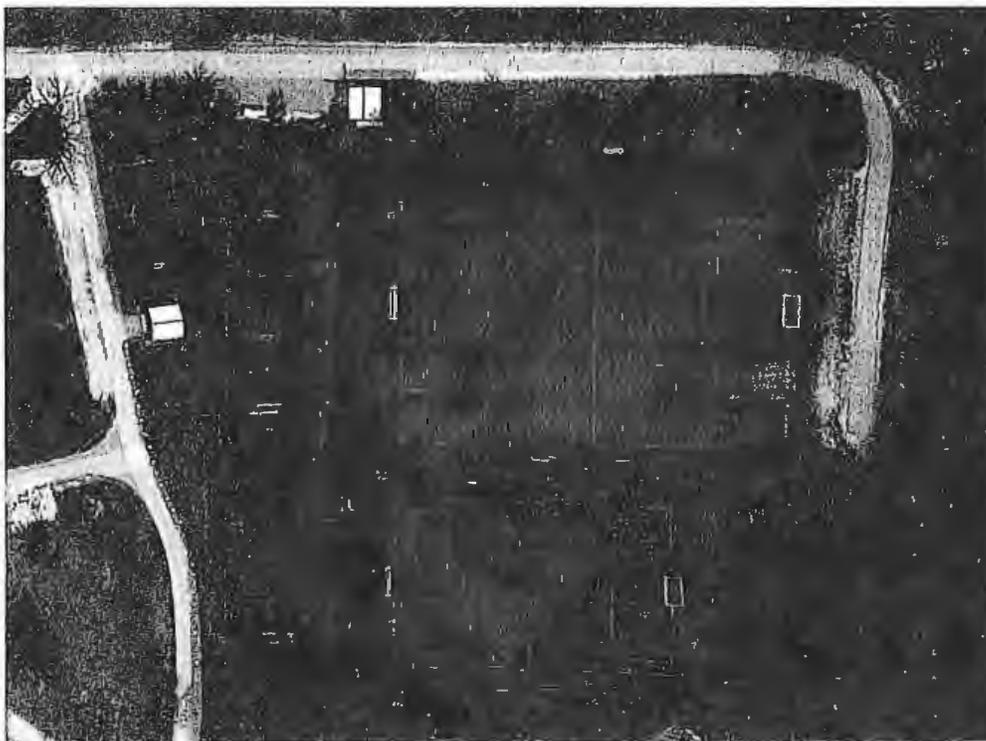
## LEASE AGREEMENT

This Lease Agreement (this "Agreement" or "Lease") is made as of the 12 day of June, 2020, by and between the City of Adel, a municipal corporation, ("Lessor"), and the Adel-DeSoto Soccer Club, an Iowa nonprofit corporation ("the Club"), (each individually a "Party," and collectively, the "Parties").

### 1. PREMISES

A. LEASE OF PREMISES. Lessor leases to the Club the soccer field area, storage garage and concessions building on the following described real estate:

See map below:



B. CONDITION OF PREMISES. The Club accepts the Premises in its present condition, "as is," without obligation of any kind or nature on the part of Lessor to repair, improve, alter, clean up, or modify the Premises.

### 2. TERM

A. TERM. The Term of this Lease shall be for a period of three years commencing on the date of this Lease (the "Commencement Date"), and expiring on the third anniversary of

the Commencement Date, unless this Agreement is extended by mutual agreement or terminated in accordance with subparagraph B immediately below (the "Term").

B. EARLY TERMINATION.

1. If the Club shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises for one soccer season, this Agreement shall be terminated, and the Club shall have no further rights hereunder.

2. Either party may terminate this Agreement for any reason by providing sixty (60) days prior written notice to the other party.

3. RENT. As Rent for the Premises, the Club shall pay to Lessor one thousand dollars per year during the term of the lease ("Rent"). The Lessor shall invoice the Club for the Rent on January 1 of each year.

A. UTILITIES. The Club shall pay for 100% of all utilities used at the Premises, which shall be separately metered and billed, as provided herein:

1. Electric utilities for the playing field lights and operation of concessions and storage buildings upon receipt of invoice from the utility provider.

2. Water for the purpose of watering the playing field grass upon receipt of invoice from the Lessor, which shall include the relevant usage detail from the utility provider. The Lessor specifically reserves the right to restrict water usage under this Agreement if water restrictions are placed on other water users within the City of Adel.

B. IRRIGATION. The Club shall be responsible for 100% of the costs related to the winterization and spring start-up of the irrigation system and shall be responsible for any necessary repairs to the irrigation system. The Club will contact the Lessor prior to the start of each spring soccer season and at the end of each fall season to coordinate irrigation start-up and winterization.

4. USE. The Club may only use the Premises for recreational soccer activities and related events. The Club may not sublease the Premises.

A. CLUB RESPONSIBILITIES. The Club shall be responsible for all programming functions for its soccer program including registration, equipment, coaches and referees. The Club shall maintain a recreational membership/affiliation with the Iowa Soccer League and/or similar league(s) to support the Youth Soccer League and shall be responsible for all registration

and costs association with such membership. The Club shall evaluate the Soccer Program annually and continue to seek improvements that will benefit the participants. To the extent practicable, the Club shall provide assistance (free or reduced fees, free or swapped equipment) for low income participants and families in need. The Club shall establish guidelines for coaches and parents that promotes a positive and learning youth sports environment. The Club shall provide necessary training and information to coaches, parents and referees. The Club shall pay its own administration expenses, including but not limited to, referee fees, grounds crew, custodial services, office supplies, equipment and miscellaneous expenses to operate its soccer program.

The Club will provide, at its sole expense, all equipment necessary to conduct soccer practices and/or soccer training activities for the Club, including but not limited to goals, netting, balls, player benches, and will keep all of said equipment in good repair throughout the term of this Agreement. The Club will remove all of its equipment from the Premises no later than 30 days after termination of this Agreement.

B. CONCESSIONS. The Club shall have the exclusive right to operate concessions on the Premises including the sale of beverages, food, programs, and other items, including through third party vendors contracted by the Club. All revenue derived from such concessions and sponsorship advertising shall belong to the Club. The Club shall provide all necessary concession equipment and supplies at its own expense. The Club shall be responsible for any repairs and maintenance associated with the concessions at its own expense.

C. TEMPORARY CLOSURES. Notwithstanding any provision herein to the contrary, the Lessor shall have the right to access and/or temporarily close portions of the Premises at any time, whether for maintenance needs, capital improvements or general repairs; provided, however, Lessor will make good faith efforts to limit disruption during the Club's competition season. Except in the event of emergency, the Lessor will provide at least two week's notice to the Club as to any use of the Premises by the Lessor or any restrictions or limitations on access or use by the Club imposed by the Lessor due to the Lessor's maintenance, capital improvement and/or general repair activities. If such activities by the Lessor shall last more than one week, the Lessor shall provide the Club with sixty (60) days notice to allow the Club to arrange for alternate facilities if necessary. The Lessor agrees that in the event of any damage to the playing fields, buildings or irrigation systems due to maintenance, improvement or repair activities conducted by the Lessor, or its agents or contractors, the Lessor will restore such playing fields, irrigation systems, and/or buildings to substantially the same condition they were in prior to such activities.

5. MAINTENANCE AND ALTERATIONS

A. MAINTENANCE BY THE CLUB. During the Term, the Club agrees to keep and maintain the Premises in its current condition, subject to ordinary wear and tear and depreciation and loss or damage from fire or other casualty. The Club shall be responsible for watering, mowing, and as needed seeding, grading and improvement of the soccer fields on the Premises. This maintenance responsibility shall include the application of fertilizer/herbicide/insecticide, aeration and weed control of all playing fields and non-playing field areas. Playing fields shall be mowed on a regular basis during the soccer season in accordance with good and customary playing field maintenance practices, and non-playing field areas shall be mowed and maintained on an as-needed basis.

The Club shall make reasonable effort to remove all trash, debris, and waste material of every nature resulting from the use of the Premises by the Club or any spectators in attendance at Club events at the Premises. The Club agrees to provide its own trash and recycling receptacles for use at the Premises. The Club agrees to place all collected trash, recyclables, debris, and waste in a designated location for removal by the Lessor.

The Club shall be responsible for layout preparation of the playing fields prior to commencement of the spring and fall seasons. The Club shall be responsible for painting/lining all playing fields on the Premises for practices, camps, training and games and the paint necessary for such lining. The Club shall be responsible for all game flags and placement of flags for all scheduled game days.

The Club shall be responsible for all routine maintenance of structures (including the storage garage and concessions stand), fences, and signage on the Premises. Additionally, the Club shall provide, at its own expense, portable restroom facilities during any Club sponsored events.

B. MAINTENANCE BY LESSOR. The Lessor shall assist the Club in securing FEMA funding for any major repairs and/or reconstruction of the playing fields due to damage from flooding.

The Lessor, at its own expense, agrees to maintain and repair the public utility infrastructure, roadways and parking areas on the Premises. This includes, but is not limited to, repair of broken water mains, sewer, storm sewer and all necessary repairs and surface maintenance of roads and parking lots on the Premises. The Lessor shall further be responsible for maintaining the trees on the Premises.

The Lessor, at its sole expense, shall maintain all portions of the Island Park & Campground Complex other than the Premises. To the extent practicable, Lessor will provide ample notice to the Club as to improvements planned by the Lessor to the Island Park & Campground Complex.

C. ALTERATIONS. The Club shall not, without Lessor's prior written consent, make any alterations, improvements, or additions in, on, or about the Premises. Should the Club make any alterations, improvements, or additions without the prior consent of Lessor when such consent is required hereunder, Lessor may require that the Club remove any or all of the same at the Club's expense.

#### 6. INDEMNIFICATION AND EXEMPTION FROM LIABILITY

A. INDEMNIFICATION. The Club shall indemnify and defend Lessor against and hold Lessor harmless from any and all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreements, and orders, liabilities or losses, penalties, costs, and expenses of any kind whatsoever arising out of (a) the use of the Premises by the Club or any responsible party of the Club, (b) the conduct of the Club's business on the Premises, (c) the breach or default of any of the Club's obligations under this Lease, (d) any activity, work, or things done, permitted, or suffered by the Club in or about the Premises, (e) any wrongful or negligent acts or omissions of the Club on or about the Premises, or (f) any violation of applicable federal, state, or local laws or regulations by the Club or any responsible party of the Club with respect to the Premises.

B. EXEMPTION OF LESSOR FROM LIABILITY. The Club agrees that Lessor shall not be liable for damage to any property of the Club, any of the Club's responsible parties, or any other person in or about the Premises or for injury to the person of the Club or any responsible party of the Club or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, water or rain, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Club. Lessor shall not be liable for any damages arising from any act or neglect of the Club. The Club shall not be liable for any damages arising from any act or neglect of Lessor.

#### 7. DEFAULT AND REMEDIES

A. DEFAULT. The Club's failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Club will constitute a material default and breach of this Lease by the Club.

B. REMEDIES. If the Club is in default or breach of this Lease, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach, terminate the Club's right to possession of the Premises by any lawful means.

8. ADDITIONAL SOCCER FIELD SPACE. Provided this Agreement is in full force and effect and the Club is not in default under any of the terms and conditions of this Agreement, the Lessor agrees that the Club shall have the option to schedule exclusive use of the athletic fields in Kinnick-Feller Park for the spring soccer season and also for the Annual Shoot The Moon Soccer Tournament. To exercise such option, the Club must provide written notice to the Lessor of its need to use the Kinnick-Feller fields not later than March 1 of each calendar year. The fee for use of the Kinnick-Feller fields shall be five hundred dollars (\$500) per spring season and shall be inclusive of the Lessor's maintenance of the fields, parking areas, and restrooms and all monthly electrical and water bill and other expenses for the restrooms, lights, and irrigation system associated with the athletic fields in Kinnick-Feller Park.

9. INSURANCE. The Club covenants and agrees that throughout the Term of this Agreement, the Club will maintain an insurance policy providing \$1,000,000 of general liability insurance, naming the City as an additional insured, and property insurance covering the concessions building and storage garage and all of the Club's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used by the Club and found in, on or about the Premises, and any leasehold improvements to the Premises in an amount not less than the full replacement cost. The Club will furnish to the Lessor, upon the Lessor's request, a certificate of insurance evidencing such insurance coverage. Government Immunity: The following clauses will be added to all liability coverages:

A. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

B. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

#### 10. GENERAL PROVISIONS

A. EFFECT. This Lease supersedes all prior agreements and understandings between the Parties relating to the subject matter of this Lease and this Lease constitutes the entire agreement of the Parties with respect to said subject matter. Subject to any provisions restricting assignment or subletting by the Club, this Lease binds and benefits the Parties, their personal representatives, successors, and assigns.

B. AMENDMENT. No amendment or modification of this Lease is effective unless made in writing and signed by each Party.

C. NON WAIVER. A Party's failure to enforce at any time or for any period of time any provision of this Lease or to exercise any right or remedy shall not constitute a waiver of such provision, right, or remedy, or prevent such Party thereafter from enforcing any or all provisions and exercising any or all rights and remedies. The exercise of any single right or remedy does not constitute an election or prevent the exercise of any or all other rights or remedies.

D. COUNTERPARTS. This Lease may be signed in several counterparts, each of which will be an original and all of which will constitute one agreement.

E. GOVERNING LAW. This Lease is governed by and construed in accordance with the laws of the State of Iowa.

F. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Lease does not affect or impair any other provision or render the remainder of this Lease unenforceable, invalid, or illegal.

G. INTERPRETATION. Wherever used in this Lease, unless the context clearly indicates otherwise, the use of the singular includes the plural, and vice versa; and the use of any gender is applicable to any other gender. The captions of Sections and paragraphs herein and the table of contents, if any, are for convenience only and do not affect the interpretation of this Lease.

H. NO ASSIGNMENT. The Club shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of the Club's interest in this Lease or in the Premises without Lessor's prior written consent, to be given in Lessor's sole and absolute discretion. Any attempted assignment, transfer, mortgage, or subletting without Lessor's consent will be void and constitute a breach of this Lease. No subletting of the Premises or assignment of this Lease (whether with or without Lessor's consent) will release the Club of the Club's obligations under this Lease.

The Parties have executed this Lease as of the day first written above.

LESSOR

City of Adel

Nick Schenk  
Signature

Nick Schenk  
Printed Name

Park/Rec. Director  
Title

06/12/2020  
Date

LESSEE

Adel-DeSoto Soccer Club

Jodi K Kuhse  
Signature

Jodi K Kuhse  
Printed Name

President  
Title

6/13/2020  
Date



**City of Adel**

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

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

August 20, 2021

Dear Property Owner,

**At the Adel City Council's upcoming meeting on Monday, August 23, 2021 at 6:00 p.m. at Adel City Hall**, the council will consider City staff's recommendation to implement new traffic regulations near the new Meadow View Elementary School.

These recommendations are being made for the safety of the young children walking to school and the potential traffic issues with increased vehicles and buses. The City's Police and Public Works Departments reviewed and recommended these changes.

The attached map depicts the proposal, which includes:

- No Parking on both sides of the Penoach Street extension adjacent to the new school
- New stop signs, including a 4-Way Stop at the intersection of South 15<sup>th</sup> Street and Penoach
- New No Parking from Monday through Friday, 7:30 a.m. to 4:30 p.m., in conjunction with the existing No Parking on one side, of the following streets:
  - o Penoach Street between South 14<sup>th</sup> and South 15<sup>th</sup>
  - o South 15<sup>th</sup> Street between Penoach Street and Ann Avenue

If approved at the August 23 council meeting, the traffic signs related to the regulations listed above would be installed before school begins on Monday, August 30, 2021.

While this agenda item does not have an official public hearing, you are more than welcome to attend the council meeting to ask questions or provide comments.

If you are unable to attend, you may submit written or verbal comments beforehand. Please address your comments to the Adel City Council and drop them off at Adel City Hall, 301 S. 10<sup>th</sup> Street, Adel IA 50003. You may also email your feedback to [abrown@adeliowa.org](mailto:abrown@adeliowa.org)

Sincerely,

Anthony Brown  
City Administrator



### Penoach Street Extension - Proposed No Parking Both Sides

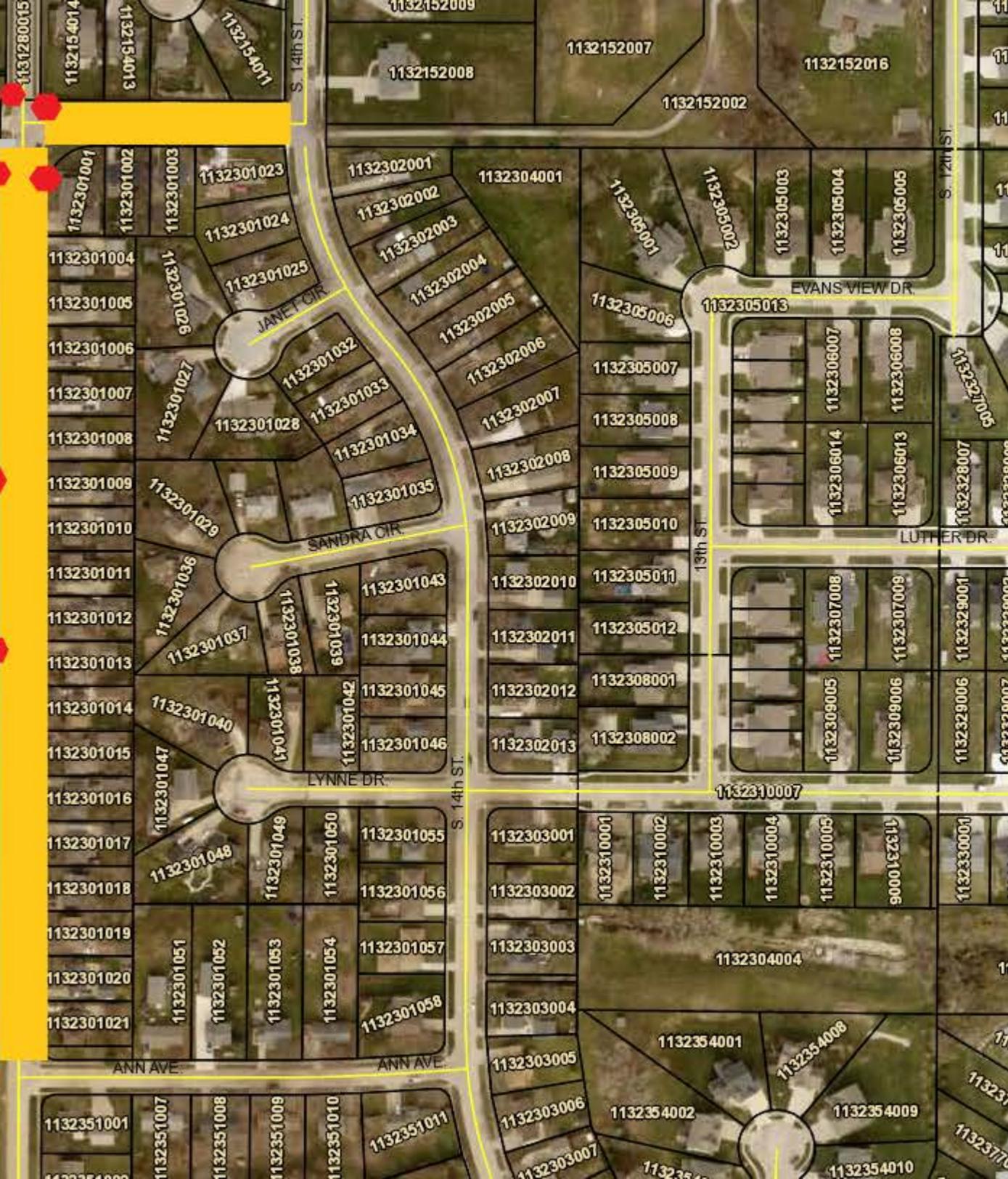


Please Note: The internal school layout image above is courtesy of the ADM School District and may be subject to change.

### City's Proposed Traffic Regulations for Meadow View Elementary School

- No Parking on Penoach Street extension
- New stop signs (see red icons above; 4-Way Stop at S. 15th and Penoach; several stop signs are internal to the school's property)

Proposed No Parking M-F 7:30 a.m. to 4:30 p.m. on sections of Penoach and South 15th Street in conjunction with existing No Parking on one side



**Resolution No. 21- 64**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED INFRASTRUCTURE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ADEL AND CRAMER AND ASSOCIATES, INC.**

**WHEREAS**, the City and Cramer and Associates, Inc. (“Cramer”) entered into an Infrastructure Reimbursement Agreement on September 10, 2019 to construct a lift station and associated force main for Cramer’s Southbridge development; and

**WHEREAS**, since that time, the design was modified and expanded to prepare for future growth of the City; and

**WHEREAS**, due to various unforeseen factors, construction and labor costs have grown exponentially since the original agreement; and

**WHEREAS**, after direction from the Adel City Council, City staff has reviewed the project with McClure Engineering and legal counsel and has negotiated the attached Amended and Restated Infrastructure Reimbursement Agreement (“Agreement”) for consideration; and

**WHEREAS**, because of the design changes and cost increases, the Agreement calls for the City to contribute a fixed cost of \$245,000 and another 10% not to exceed \$255,000; and

**WHEREAS**, the Agreement requires Cramer to contribute the balance of the costs; and

**WHEREAS**, the Agreement requires the City to develop a connection fee district and to reimburse Cramer’s costs with collected connection fees over 20 years.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Adel, Iowa, approve and authorize execution of the attached Amended and Restated Infrastructure Reimbursement Agreement by and between the City of Adel and Cramer & Associates, Inc.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest: \_\_\_\_\_  
Carrie Erickson, City Clerk

**AMENDED AND RESTATED  
INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

THIS AMENDED AND RESTATED INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) by and between the City of Adel (the “City”) and Cramer and Associates, Inc. (“Cramer”). This Agreement amends, restates, and replaces the Infrastructure Reimbursement between the City and Cramer dated September 10, 2019 (the “Original Agreement”).

WHEREAS, the City has a vested interest in increasing the number of career and housing opportunities and the tax base in Adel; and

WHEREAS, the expansion of infrastructure is necessary to accomplish these City goals; and

WHEREAS, the City is planning to construct a lift station and associated force main location to connect developing areas of the City into the existing City of Adel wastewater collection and treatment system as described in Exhibit A (“Lift Station”); and

WHEREAS, Cramer is planning to develop certain real property which will be serviced by the Lift Station, in addition to other contiguous property Cramer plans to develop pursuant to the terms of an Agreement for Private Development with the City dated September 10, 2019 (“Development Agreement”), which property is more particularly described as:

GOVERNMENT LOTS 5, 12, 13, 14 AND 19; THE NORTH 2.41 ACRES OF GOVERNMENT LOT 20; THAT PORTION OF GOVERNMENT LOTS 6, 10 AND 11 LYING WEST OF THE CENTERLINE OF THE COUNTY ROAD; AND THAT PORTION OF GOVERNMENT LOTS 15 AND 18 LYING WEST OF THE CENTERLINE OF THE COUNTY ROAD AND NORTH OF THE COURT DECREE BOUNDARY LINE AS SHOWN ON THE COURT DECREE BOUNDARY LINE RETRACEMENT SURVEY RECORDED IN BOOK 2011, PAGE 13123, ALL IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA.

PROPERTY CONTAINS 305.92 ACRES (13,325,793 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the “Southbridge Development Property”); and

WHEREAS, pursuant to the Original Agreement, Cramer had agreed to pay approximately \$1,400,000 towards the costs associated with the design and construction of the Lift Station to facilitate the aforementioned development; and

WHEREAS, the plans for the Lift Station project have changed and the anticipated costs of the Lift Station project have increased; and

WHEREAS, the parties desire to amend and restate the terms of the Original Agreement with this Agreement.

NOW, THEREFORE, in consideration of the agreements set out herein, the City and Cramer hereby agree as follows:

## **ARTICLE I: LIFT STATION PROJECT**

Section 1.1. Purpose. The parties agree that the purpose of this Agreement is to provide for the design, construction, and financing of the initial construction of certain sewer utility facilities generally described in the attached Exhibit A (the “Lift Station”). Sewer customers expected to be served by the Lift Station include the Southbridge Development Property, and other new users both inside and outside the City limits who build on land that is currently undeveloped located within the expanded sewer service area generally identified as the Lift Station Service Area on the attached Exhibit B.

### Section 1.2. City Responsibilities.

- a. The City shall be responsible for the design of the Lift Station in conformance with the City’s current standard specifications, and for obtaining all required easements, permits, permissions and other things required for the construction of the project. Such design may provide for such number of separate contracts as the City shall determine in its sole discretion that best provide for the efficient construction of the Lift Station. The City shall cause to be prepared detailed plans and specifications and an engineer’s cost estimate.
- b. The City shall contract, in its sole name, for the construction of the Lift Station, including a public bidding process in accordance with law. The City shall be solely responsible for execution of the underlying contracts, and for contract administration, supervision and inspection of the Lift Station.

Section 1.3. Conditions Precedent to City’s Lift Station Construction. The City agrees to cause the design and construction of the Lift Station, subject to satisfaction of all of the following preconditions:

- a. Cramer remains in compliance with the terms of this Agreement and the Development Agreement;
- b. Following the determination of the final cost of the Lift Station (based upon bids received), Cramer has paid the full amount of Cramer’s Contribution to the City as described in Section 2.2 of this Agreement;
- c. The City has completed all legislative processes associated with letting bids for the Lift Station; and
- d. Cramer has granted to the City, at no cost to the City, all construction and maintenance easements on property owned by Cramer or a related party, as well as dedicated and/or deeded to the City, at no cost to the City, all right-of-way on property owned by Cramer or a related party, all as is reasonable and necessary to allow for the construction, maintenance, or operation of the Lift Station.

Section 1.4. City Ownership. The City shall have and shall maintain all ownership of the Lift Station during the term of this Agreement and thereafter. The City shall have sole responsibility for maintenance, repair, improvement, and the costs thereof to operate the facilities which it owns during the period of its ownership. Cramer recognizes and agrees that the Lift Station shall be owned and maintained by the City and that nothing in this Agreement grants Cramer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Lift Station. Likewise, Cramer agrees that the City is not responsible for and will have no liability to Cramer associated with the specifications, design, plans, quality of construction, or sufficiency of the Lift Station for any particular purpose.

Section 1.5. Easements. Cramer agrees to provide any easements necessary for construction and maintenance of the Lift Station to the City at no cost to the City.

Section 1.6. Connection Fee District.

- a. The City is responsible for proposing a connection fee district for the collection of connection fees within the Lift Station Service Area in accordance with Iowa law and Iowa Code Sec. 384.38(3). Upon adoption of an ordinance establishing the connection fee district, the City shall take proper steps to ensure connection fees are collected as utility connection applications are filed.
- b. The City agrees that Cramer shall not be required to pay a connection fee for any of the Southbridge Development Property.

## **ARTICLE II. COST OF LIFT STATION PROJECT**

Section 2.1. Cost Sharing. The Lift Station shall be designed, bid, constructed, and owned by the City as provided in Article I, but the costs thereof shall be divided as described in this Article II.

Section 2.2 Overall Cost; Cramer's Contribution to Cost. The total cost of designing and constructing the Lift Station was estimated in the Original Agreement to be \$1,400,000. The parties now expect the overall costs for the Lift Station will be closer to \$2,500,000. Cramer and the City acknowledge that the total cost of the Lift Station cannot be ascertained at this time and may be more or less than the estimated amount. The parties agreement to pay the costs of the Lift Station as follows:

- a. After the City's determination of the final cost of the Lift Station (based upon bids received by the City) (the "Determined Lift Station Cost"), the City shall notify Cramer of the amount of the Determined Lift Station Cost. The City agrees to pay, towards the cost of the Lift Station, (i) 10% of the Determined Lift Station Cost, but not to exceed \$255,000, and (ii) \$245,000 (together, the "City's Contribution").
- b. Cramer agrees to contribute the balance of the Determined Lift Station Cost exceeding the City's Contribution ("Cramer's Contribution") under the terms of this Agreement.
- c. Within ten (10) business days of such notice, Cramer shall provide Cramer's Contribution to the City, by cashier's check or wire transfer. The City shall hold such funds to be used as needed to pay invoices for costs of the Lift Station as such invoices are received.

Section 2.3. Timely Payment of Cramer's Contribution. If payment of Cramer's Contribution is not made on a timely basis as set forth herein, or within any extension of time that the Parties may mutually agree to in writing, then the Parties agree that Cramer shall then be in substantial and material breach of this Agreement and the Development Agreement. Also, in such case, construction of the Lift Station may, in City's sole discretion, be delayed until Cramer's Contribution is paid to the City.

Section 2.4. Use of Cramer's Contribution. The City shall have sole access to Cramer's Contribution immediately upon payment to the City, and said funds shall be used in the City's absolute discretion at any time, but solely and exclusively for the cost of designing and constructing the Lift Station. If the final, aggregate costs of the Lift Station are less than the Determined Lift Station Cost, the City shall return any remaining portion of Cramer's Contribution in excess of 90% of the final, aggregate amount of the Lift Station costs within thirty (30) days after the final invoice is paid associated with the Lift Station. No interest shall be earned or paid to Cramer associated with those remaining funds.

Section 2.5. Connection Fee Rebate. In consideration of Cramer's Contribution towards the construction of the Lift Station, the City agrees to rebate to Cramer a portion of the connection fees collected within the Lift Station Service Area, as follows:

- a. Beginning in the first calendar year in which the City receives connection fees from the connection fee district within the Lift Station Service Area, the City will provide semi-annual payments to Cramer, on approximately each June 1<sup>st</sup> and each December 1<sup>st</sup>, using a percentage of the connection fees collected by the City during the preceding six-month period. The payments will continue for a period of twenty (20) years, or until the Maximum Rebate Amount as described in subsection 2.5(c) below is paid to Cramer, whichever is earlier, unless this Agreement is terminated sooner.
- b. For the first five (5) years in which such payments are made, the City agrees to use 100% of the connection fees received in the prior six-month period to fund the semi-annual payments to Cramer. After the first five (5) years of payments (i.e., for up to fifteen (15) subsequent years or until the Maximum Rebate Amount has been paid), the City agrees to use 50% of the connection fees received in the prior six-month period to fund the semi-annual payments to Cramer.
- c. The maximum amount that shall be paid to Cramer under this Section 2.5 (the "Maximum Rebate Amount") is not to exceed 100% of the difference between (i) the \$1,400,000 anticipated in the Original Agreement to be contributed by Cramer and (ii) the amount of Cramer's Contribution under this Agreement.

### **ARTICLE III. TERM AND TERMINATION**

Section 3.1. Term. This Agreement shall commence on the Effective Date and shall terminate thirty (30) days following the 40<sup>th</sup> semi-annual payment made under Section 2.5, or the payment under Section 2.5 which results in payment of the Maximum Rebate Amount to Cramer, whichever is earlier.

Section 3.2. Termination. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred

and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default. This Agreement may also be terminated at any time by written agreement of the parties.

#### **ARTICLE IV. GENERAL PROVISIONS**

Section 4.1. Liability; Indemnification. To the extent permitted by law, each party agrees to indemnify and hold harmless the other party from and against any and all demands, claims, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising out of the indemnifying party's negligent actions or omissions in the performance of this Agreement. This section will survive termination of this Agreement.

Section 4.2. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 4.3. No Waiver. No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under the law, shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing, signed by the party to be bound.

Section 4.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 4.5. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

If to the City:

City Administrator  
City of Adel  
PO Box 248  
301 South 10<sup>th</sup> Street  
Adel, IA 50003

If to Cramer:

Cramer & Associates, Inc.

3100 SW Brookside Drive,  
Grimes, IA 50111

Notices shall be effective upon receipt or refusal.

Section 4.6. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.

Section 4.7. Partnership Disclaimer. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 4.8. No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

Section 4.9. Entire Agreement; Amendment. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Lift Station, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. Notwithstanding the foregoing, this Agreement does not supersede the Development Agreement, and is intended to be interpreted in a manner consistent therewith. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 4.10. Authority. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the corporation, limited liability company, or other entity for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

Section 4.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

Section 4.12. Interpretation. If any section, provision or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or article thereof not found to be invalid or unconstitutional, as long as the intent of the Agreement is maintained.

Section 4.13. Compliance. Each party agrees that it will comply with all federal, state, and local laws and regulations applicable to its performance under this Agreement.

**IN WITNESS WHEREOF**, the undersigned have hereunto set our hands and seals, if applicable, on the date and year first above written.

**CITY OF ADEL, IOWA**

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

I, Carrie Erickson of the City of Adel, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Adel by Resolution and Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Adel, Iowa

STATE OF IOWA, COUNTY OF DALLAS, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James F. Peters and Carrie Erickson to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Adel, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**CRAMER AND ASSOCIATES, INC.,**  
an Iowa for profit company

By: \_\_\_\_\_  
Robert Cramer, President

Signature Date: \_\_\_\_\_

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Cramer, to me personally known, who being by me duly sworn did say that he is the President of Cramer and Associates, Inc., that the instrument to which this is attached was signed on behalf of said company by authority of its Board of Directors; and that the said Robert Cramer as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A  
DESCRIPTION OF LIFT STATION

The Lift Station is planned to include the following improvements:

- Construction of a precast concrete sanitary sewer lift station, including submersible pumps; Construction of a precast concrete valve vault, including process piping and valves; Construction of a precast flow meter valve vault, including process piping and flow meter; Construction of a masonry controls building and associated electrical and mechanical components; Installation of a standby generator and associated electrical controls; Installation of approximately 15 linear feet of new 24” diameter gravity sanitary sewer and related appurtenances; Installation of approximately 75 linear feet of new 8” diameter sanitary force main; Installation of approximately 250 linear feet of new 10” and 12” diameter sanitary force main; Approximately 790 square yards of granular paving, associated subbase, and subgrade preparation; Site dewatering as required for construction; and All other work as required by the contract documents.
- Installation of approximately 6,510 linear feet of new 10” diameter sanitary sewer force main, and related appurtenances; Installation of approximately 310 linear feet of new 10” diameter trenchless sanitary sewer force main, and related appurtenances; Installation of approximately 40 linear feet of new 10” diameter trenchless sanitary sewer in a single 18” casing under Old Portland Road, and related appurtenances; Construction of air release manholes, including air release valves; Site dewatering as required for construction; and All other work as required by the contract documents.

The following pages include estimated costs and quantities related to the Lift Station construction.

Southbridge Lift Station Improvements  
 Cost Estimate Comparison - CDA Costs and City Costs  
 6/15/2021

Bid Package No. 1 - Lift Station	EOP	CDA Portion	City Portion
Mobilization & Bonding	\$ 85,000	\$ 77,000	\$ 8,000
Trenched Force Main 10" <sup>1</sup>	\$ 17,200	\$ 13,500	\$ 3,700
Trenched Force Main 12" <sup>4</sup>	\$ 19,200	\$ -	\$ 19,200
Wet Well Excavation (soil) <sup>2</sup>	\$ 27,800	\$ 19,000	\$ 8,800
Wet Well Excavation (shale) <sup>2</sup>	\$ 25,800	\$ 14,500	\$ 11,300
Wet Well Excavation (bedrock) <sup>2</sup>	\$ -	\$ -	\$ -
Wet Well Concrete <sup>3</sup>	\$ 100,000	\$ 75,000	\$ 25,000
Generator	\$ 75,000	\$ 49,000	\$ 26,000
All Other Line Items	\$ 810,000	\$ 810,000	\$ -
<b>Sub-Total Construction Cost</b>	<b>\$ 1,160,000</b>	<b>\$ 1,058,000</b>	<b>\$ 102,000</b>
ELA (20%)	\$ 230,000	\$ 215,000	\$ 15,000
Contingency Allowance	\$ 50,000	\$ 50,000	\$ -
Water Service Hook-Up	\$ 5,000	\$ 5,000	\$ -
3-Phase Power	\$ 100,000	\$ 100,000	\$ -
<b>Total Lift Station Project Costs</b>	<b>\$ 1,545,000</b>	<b>\$ 1,428,000</b>	<b>\$ 117,000</b>

<sup>1</sup>CDA value reflects construction cost for an 8" FM; City value reflects additional cost for upsizing FM to 10"

<sup>2</sup>CDA costs reflect 19 ft deep wet well to accommodate Southbridge development; City costs reflect an additional 2 ft of wet well depth to accommodate larger pumps in the future.

<sup>3</sup>CDA costs reflect 19 ft deep 8 ft x 8 ft wet well, City costs reflect 21 ft deep 12 ft x 12 ft wet well to accommodate larger pumps in the future.

<sup>4</sup>EOP value reflects construction cost for a 12" FM on lift station site for use with future 12" force main that will be constructed along Old Portland Road at a later date; 12" force main provide additional capacity for future growth.

Bid Package No. 2 - Force Main	EOP	CDA Portion	City Portion
Force Main - 6,461 LF, Trenched (CDA 8", City 10")	\$ 452,000	\$ 355,000	\$ 97,000
Force Main - 390 LF, Trenchless (CDA 8", City 10")	\$ 59,000	\$ 46,000	\$ 13,000
All Other Line Items	\$ 239,000	\$ 239,000	\$ -
<b>Sub-Total Construction Cost</b>	<b>\$ 750,000</b>	<b>\$ 640,000</b>	<b>\$ 110,000</b>
ELA (20%)	\$ 150,000	\$ 130,000	\$ 20,000
Contingency Allowance	\$ 40,000	\$ 40,000	\$ -
<b>Total Force Main Project Costs</b>	<b>\$ 940,000</b>	<b>\$ 810,000</b>	<b>\$ 130,000</b>

	EOP	CDA	City
Bid Package No. 1 & No. 2 Project Total	\$ 2,485,000	\$ 2,238,000	\$ 247,000

Additional 24" Trunk Sewer (STA 26+00 to STA 34+00)

Approximately 800 LF of 24" trunk sewer at a cost of \$200-\$250/LF plus 3 manholes at a cost of \$10K per manhole  
 Cost for additional 24" trunk sewer = \$190,000 - \$230,000

Southbridge Lift Station Improvements - Bid Package 1, Lift Station  
 City of Adel, Iowa

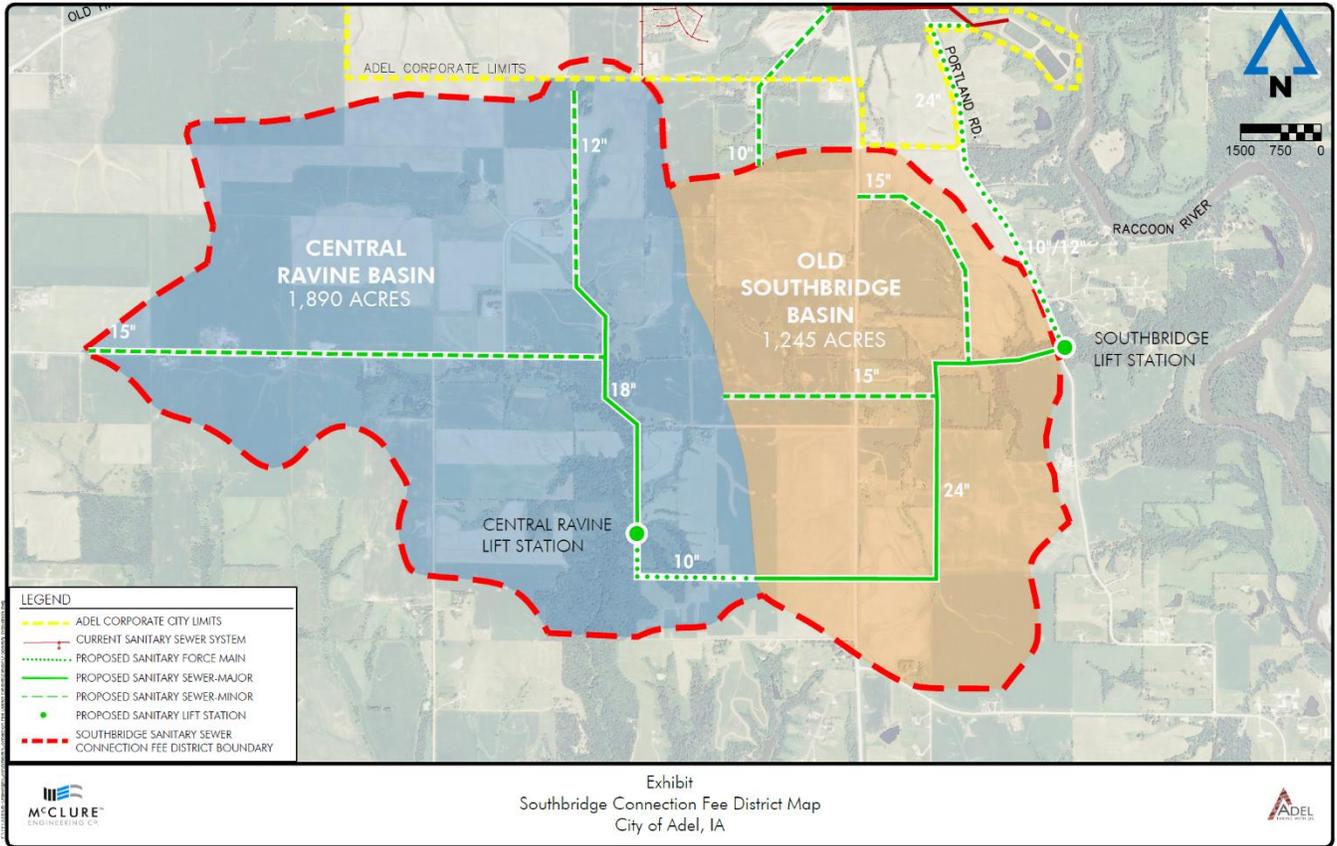


Engineer's Estimated Quantities

ITEM	DESCRIPTION	QUANTITY	UNIT
<b>GENERAL CONDITIONS</b>			
A.1	Mobilization and Bonding (8%)	1	LS
A.2	Traffic Control	1	LS
A.3	Geotechnical Testing	1	LS
<b>SITE WORK</b>			
B.1	Imported Fill	1,140	CY
B.2	Exported Soil	250	CY
B.3	Sanitary Sewer Gravity Main, Trenched, DIP, 24-IN	15	LF
B.4	Excavation (soil)	265	CY
B.5	Excavation (shale)	125	CY
B.6	Excavation (bedrock)	10	CY
B.7	Sanitary Sewer Force Main, Trenched, PVC, 8-IN	60	LF
B.8	Sanitary Sewer Force Main, Trenched, PVC, 10-IN	245	LF
B.9	Sanitary Sewer Force Main, Trenched, PVC, 12-IN	240	LF
B.10	Storm Sewer, Trenched, Polypropylene, 24-IN	60	LF
B.11	Fittings, DIP	945	LB
B.12	Storm Sewer Apron with Apron Guard, CMP, 24-IN	2	EA
B.13	Water Service, Trenched, HDPE, 1.5-IN	45	LF
B.15	Freezeless Yard Hydrant	1	EA
B.16	Granular Surfacing, Class A Crushed Stone	250	TN
B.17	Concrete Generator Pad	8	CY
B.18	Bollards	4	EA
B.19	Stabilized Construction Entrance	35	TN
B.20	Silt Fence	650	LF
B.22	Seeding, Type 1	0.75	AC
<b>LIFT STATION WET WELL AND VALVE VAULT</b>			
C.1	Excavation (Soil)	1,109	CY
C.2	Excavation (Shale)	514	CY
C.3	Excavation (Bedrock)	0	CY
C.4	Granular Backfill, Iowa DOT Gradation 11	35	CY
C.5	Dewatering	1	LS
C.6	Wet Well, Pre-Case Concrete, 12-FT x 12-FT	1	LS
C.7	Valve Vault, Precast Concrete, 8-FT x 10-FT	1	EA
C.8	Concrete Footing - Wet Well	16	CY
C.9	Concrete Footing - Valve Vault	6	CY
C.10	Concrete Baffle Wall	4	CY
C.11	Concrete Top - Valve Vault	3	CY
C.13	Access Hatches	1	LS

ITEM	DESCRIPTION	QUANTITY	UNIT
<b>FLOW MEASUREMENT STRUCTURE</b>			
D.1	Excavation	100	CY
D.2	Granular Backfill, Iowa DOT Gradation 11	2	CY
D.3	Process Piping, DIP, Class 53, Flanged, 8-IN	6	LF
D.4	Process Piping, DIP, Class 53, Flanged, 12-IN	6	LF
D.5	Wall Sleeve with Link Seal, DIP, 8-IN	0	EA
D.6	Wall Sleeve with Link Seal, DIP, 12-IN	0	EA
D.7	Flow Meter Manhole, 6-FT x 7-FT	1	EA
D.8	Magnetic Flow Meter, 8-IN (Installed)	1	EA
<b>EQUIPMENT</b>			
E.1	Submersible Pumps	2	EA
E.2	Submersible Pumps Installation	1	LS
E.3	Trash Basket & Hoist	1	LS
<b>PROCESS PIPING</b>			
F.1	Process Piping, DIP, Class 53, 8-IN	90	LF
F.2	Process Piping, DIP, Class 53, 10-IN	30	LF
F.3	Process Piping, DIP, Class 53, 12-IN	30	LF
F.4	Wall Sleeve with Link Seal, DIP, 8-IN	6	EA
F.5	Wall Sleeve with Link Seal, DIP, 10-IN	1	EA
F.6	Wall Sleeve with Link Seal, DIP, 12-IN	1	EA
F.7	Fittings, DIP	1,070	LB
F.8	8-IN DIP Check Valve	3	EA
F.9	8-IN DIP Plug Valve	8	EA
F.10	Floor Drain W/Mud Valve	1	EA
<b>CONTROL BUILDING</b>			
G.1	Granular Backfill, Iowa DOT Gradation 11	25	CY
G.2	Concrete Footings	22	CY
G.3	Concrete Floor	8	CY
G.4	Masonry Exterior Wall, CMU, Split-Face, 10-IN	862	VSF
G.6	Glass Block, 8" x 8", 4" Glass Block	29	EA
G.7	Precast Concrete Roof Deck, 8-IN	225	SF
G.8	Elastomeric Roof Membrane System	225	SF
G.9	Exterior Man-Doors	1	EA
G.10	Board Insulation	1	LS
G.11	Painting/Coating	1	LS
G.12	Miscellaneous Metals (Scuppers, Downspouts, Splash Blocks)	1	LS
<b>MECHANICAL &amp; ELECTRICAL</b>			
H.1	HVAC	1	LS
H.2	Lighting	1	LS
H.3	Electrical	1	LS
H.4	Standby Generator, 100kW Rated	1	EA
H.5	SCADA / Controls Package	1	LS

**EXHIBIT B**  
**LIFT STATION SERVICE AREA**  
 (general depiction of area)



01921827-1\10113-120

Exhibit  
 Southbridge Connection Fee District Map  
 City of Adel, IA

**ORIGINAL**

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

September 10, 2019

6:00 P.M.

Southbridge Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Cramer and Associates, Inc.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Adel and Cramer and Associates, Inc.
- **Resolution approving and authorizing execution of an Infrastructure Reimbursement Agreement by and between the City of Adel and Cramer and Associates, Inc.**

IMPORTANT INFORMATION

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

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

September 10, 2019

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

Ockerman, Christensen, McAden, Miller, Selby

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

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

\* \* \* \* \*

Whereupon, Council Member Ockerman introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ADEL AND CRAMER AND ASSOCIATES, INC.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at this place.

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

AYES: McAdon, Miller, Selby, Ockerman,  
CHRISTENSEN

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 19-88

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF AN INFRASTRUCTURE REIMBURSEMENT  
AGREEMENT BY AND BETWEEN THE CITY OF ADEL AND  
CRAMER AND ASSOCIATES, INC

WHEREAS, the City has received a proposal from Cramer and Associates, Inc. ("Cramer"), in the form of a proposed Infrastructure Reimbursement Agreement (the "Agreement") by and between the City and Cramer; and

WHEREAS, the City is planning to construct a lift station and associated force main location to connect developing areas of the City into the existing City of Adel wastewater collection and treatment system as described in the Agreement ("Lift Station"); and

WHEREAS, Cramer is planning to develop certain real property which will be serviced by the Lift Station, in addition to other contiguous property Cramer plans to develop pursuant to the terms of an Agreement for Private Development with the City approved by this Council on September 10, 2019 in connection with the development of the Southbridge Urban Renewal Area; and

WHEREAS, pursuant to the terms of the Agreement, Cramer would pay to the City the costs associated with the design and construction of the Lift Station, anticipated to be approximately \$1,400,000, to facilitate the aforementioned development, and, in exchange, the City would agree to construct the Lift Station under the terms and conditions set forth in the Agreement.

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

Section 1. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 10<sup>th</sup> day of September, 2019.



\_\_\_\_\_  
Mayor

ATTEST:

B. Anthony Sorequist

Deputy City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

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

WITNESS my hand and the seal of the Council hereto affixed this 10th day of September, 2019.

Brianne Sandquist  
Deputy City Clerk, City of Adel, State of Iowa

(SEAL)

## INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is entered into this 10<sup>th</sup> day of September, 2019 by and between the City of Adel (the "City") and Cramer and Associates, Inc. ("Cramer").

WHEREAS, the City has a vested interest in increasing the number of career and housing opportunities and the tax base in Adel; and

WHEREAS, the expansion of infrastructure is necessary to accomplish these City goals; and

WHEREAS, the City is planning to construct a lift station and associated force main location to connect developing areas of the City into the existing City of Adel wastewater collection and treatment system as described and depicted in Exhibit A ("Lift Station"); and

WHEREAS, Cramer is planning to develop certain real property which will be serviced by the Lift Station, in addition to other contiguous property Cramer plans to develop pursuant to the terms of an Agreement for Private Development with the City dated September<sup>10</sup>, 2019 ("Development Agreement"); and

WHEREAS, Cramer has agreed to pay the costs associated with the design and construction of the Lift Station to facilitate the aforementioned development.

NOW, THEREFORE, in consideration of the agreements set out herein, the City and Cramer hereby agree as follows:

### ARTICLE I: LIFT STATION PROJECT

Section 1.1. The Lift Station shall consist of the design and construction of a lift station and associated force main locations as described and depicted in Exhibit A.

Section 1.2. The City agrees to cause the design and construction of the Lift Station, provided (and promptly after) all of the following preconditions are satisfied:

- (a) Cramer remains in compliance with the terms of this Agreement and the Development Agreement; and
- (b) One of the following occurs: (i) site plans for the development of any property to be served by the Lift Station are approved by the City and the City provides Cramer with written notice of its intent to initiate construction of the Lift Station; (ii) Cramer requests in writing to the City that the City should initiate construction of the Lift Station; or (iii) on or after July 1, 2022, the City provides Cramer with written notice of its intent to initiate construction of the Lift Station; and
- (c) Cramer has deposited Cramer's Contribution toward the design and construction costs with the City as set forth in Section 2.1 of this Agreement; and
- (d) The City has completed all legislative processes associated with letting bids for the Lift Station; and

- (e) Cramer has granted to the City, at no cost to the City, all construction and maintenance easements on property owned by Cramer or a related party, as well as dedicated and/or deeded to the City, at no cost to the City, all right-of-way on property owned by Cramer or a related party, all as is reasonable and necessary to allow for the construction, maintenance, or operation of the Lift Station.

Section 1.3. Subject to applicable laws, the City shall have sole authority and discretion over the design, bidding, awarding of construction contracts and overseeing of the construction process for the Lift Station. The City shall make reasonable efforts to include mechanisms in the contract bids for the Lift Station to limit the total project costs to no more than \$1,400,000.

Section 1.4. Cramer recognizes and agrees that the Lift Station shall be owned and maintained by the City and that nothing in this Agreement grants Cramer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Lift Station. Likewise, Cramer agrees that the City is not responsible for and will have no liability to Cramer associated with the specifications, design, plans, quality of construction, or sufficiency of the Lift Station for any particular purpose.

## **ARTICLE II. COST OF LIFT STATION PROJECT**

Section 2.1. The total cost of designing and constructing the Lift Station is estimated to be \$1,400,000. Cramer and the City acknowledge that the total cost of the Lift Station cannot be ascertained at this time and may be more or less than the estimated amount. Cramer shall pay \$1,400,000 towards the costs of the Lift Station (“Cramer’s Contribution”). Cramer shall provide the City with Cramer’s Contribution within thirty (30) calendar days after (a) Cramer’s receipt of written notice from the City of its decision to initiate construction of the Lift Station consistent with Section 1.2(b)(i) or 1.2(b)(iii); or (b) Cramer’s written notice to the City of Cramer’s request for the City to initiate construction of the Lift Station consistent with Section 1.2(b)(ii).

Section 2.2. If at any time it is determined that the amount of Cramer’s Contribution estimated herein will be insufficient to pay for the Lift Station, the City shall notify Cramer of the deficiency in writing setting forth in reasonable detail such increased costs and Cramer shall deposit the additional funds necessary to pay for the additional costs of the Lift Station with the City within fifteen (15) calendar days of its receipt of the written notice from the City. The City will endeavor in good faith to ensure any increase in the total cost is commensurate and consistent with industry standards for such work.

Section 2.3. If payment of Cramer’s Contribution is not made on a timely basis as set forth herein, or within any extension of time that the Parties may mutually agree to in writing, then the Parties agree that Cramer shall then be in substantial and material breach of this Agreement and the Development Agreement. Also, in such case, the Lift Station may not, in City’s sole discretion, be constructed until Cramer’s Contribution is paid to the City.

Section 2.4. The City shall have sole access to Cramer’s Contribution immediately upon deposit, and said funds shall be used in the City’s absolute discretion at any time, but solely and exclusively for the cost of designing and constructing the Lift Station. If the final, aggregate costs of the Lift Station are less than Cramer’s Contribution, the City shall return any remaining portion of Cramer’s Contribution

within thirty (30) days after the final invoice is paid associated with the Lift Station. No interest shall be earned or paid to Cramer associated with those remaining funds.

### ARTICLE III. GENERAL

Section 3.1. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 3.2. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 3.3. No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under the law, shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing, signed by the party to be bound.

Section 3.4. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 3.5. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

If to the City:

301 South 10<sup>th</sup> Street  
Adel, IA 50003

If to Cramer:

3100 SW Brookside Drive,  
Grimes, IA 50111

Notices shall be effective upon receipt or refusal.

Section 3.6. Each party shall have all other remedies provided by law or equity to the same extent as if fully set forth herein. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

Section 3.7. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 3.8. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

Section 3.9. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Lift Station, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. Notwithstanding the foregoing, this Agreement does not supersede the Development Agreement, and is intended to be interpreted in a manner consistent therewith.

Section 3.10. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the corporation, limited liability company, or other entity for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

Section 3.11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have hereunto set our hands and seals, if applicable, on the date and year first above written.

*[Remainder of Page Left Intentionally Blank with Separate Signature Pages Attached]*

CITY OF ADEL, IOWA

By: [Signature]  
James F. Peters, Mayor

I, ~~Angela Leopard~~ Brittany Sandquist of the City of Adel, Iowa, do hereby certify that the within and foregoing Reimbursement Agreement was duly approved and accepted by the City Council of said City of Adel by Resolution and Roll Call No. 19-88 passed on the 10th day of September, 2019 and this certificate is made pursuant to authority contained in said Resolution.

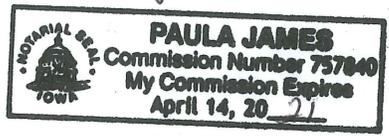
Signed this 10th day of September, 2019.

Brittany Sandquist  
Deputy City Clerk, City of Adel, Iowa

STATE OF IOWA, COUNTY OF DALLAS, ss:

On the 10 day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James F. Peters and Angela Leopard to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Adel, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Paula James  
Notary Public in and for the State of Iowa



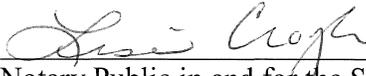
CRAMER AND ASSOCIATES, INC.,  
an Iowa for profit company

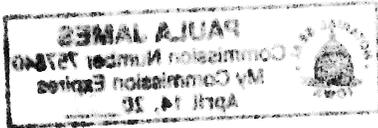
By:   
Robert Cramer, President

Signature Date: 8/2/19

STATE OF IOWA, COUNTY OF Polk, ss

On this 2<sup>nd</sup> day of August, 2019, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Cramer, to me personally known, who being by me duly sworn did say that he is the President of Cramer and Associates, Inc., that the instrument to which this is attached was signed on behalf of said company by authority of its Board of Directors; and that the said Robert Cramer as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa





## Cost Estimate for Lift Station

Southbridge Lift Station - Ultimate Build-Out  
 City of Adel, Iowa

Engineer's Opinion of Probable Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
1	General Conditions	1	LS	\$ 60,000	\$ 60,000
2	Concrete	1	LS	\$ 50,000	\$ 50,000
3	Excavation and Backfill	1	LS	\$ 15,000	\$ 15,000
4	Site Work	1	LS	\$ 50,000	\$ 50,000
5	Masonry Building	1	LS	\$ 45,000	\$ 45,000
6	Precast Concrete Roof	1	LS	\$ 25,000	\$ 25,000
7	Doors, Hatches	1	LS	\$ 20,000	\$ 20,000
8	Miscellaneous Metals	1	LS	\$ 5,000	\$ 5,000
9	Process Piping and Valves	1	LS	\$ 40,000	\$ 40,000
10	Force Main, 8-IN, PVC	6,500	LF	\$ 40	\$ 260,000
11	Submersible Pumps	2	EA	\$ 35,000	\$ 70,000
12	Electrical	1	LS	\$ 90,000	\$ 90,000
13	HVAC	1	LS	\$ 40,000	\$ 40,000
14	Control Equipment/SCADA	1	LS	\$ 85,000	\$ 85,000
15	Standby Power	1	LS	\$ 60,000	\$ 60,000
<b>Subtotal - Construction Cost</b>					<b>\$ 915,000</b>
Contingency (30%)					\$ 274,500
Engineering, Legal, Administrative (20%)					\$ 183,000
<b>ENGINEER'S OPINION OF PROBABLE COST</b>					<b>\$ 1,372,500</b>

01592359-1\10113-084

**ORIGINAL**

Report of Opening of Construction Bids

A public meeting was held at 2:00 P.M., on August 18, 2021, at the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, presided over by the City Administrator of the City of Adel, State of Iowa.

Present were:

\_\_\_\_\_  
\_\_\_\_\_

The City Administrator thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Southbridge Lift Station Improvements - Lift Station Project, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
-----------------------------------	----------------------

Whereupon the City Administrator declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

\_\_\_\_\_  
City Administrator

ATTEST:

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

01926048-1\10113-120

**ORIGINAL**

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

Public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of the Southbridge Lift Station Improvements - Lift Station Project.

- Resolution adopting plans, specifications, form of contract and estimate of costs.
- Consideration of construction bids.
- Resolution making award of construction contract.

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

August 23, 2021

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

\_\_\_\_\_

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

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

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Lift Station Project, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered, and the Clerk reported that no written objections thereto had been filed.

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - LIFT STATION PROJECT", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - LIFT STATION PROJECT

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Lift Station Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 23rd day of August, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

Whereupon, there was received and filed the City Administrator or his designee's report of the bids received on August 18, 2021, at 2:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Lift Station Project, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Report of Opening of Construction Bids

A public meeting was held at 3:00 P.M., on August 18, 2021, at the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, presided over by the City Administrator of the City of Adel, State of Iowa.

Present were:

\_\_\_\_\_  
\_\_\_\_\_

The City Administrator thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Southbridge Lift Station Improvements - Force Main Project, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
-----------------------------------	----------------------

Whereupon the City Administrator declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

\_\_\_\_\_  
City Administrator

ATTEST:

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

**ORIGINAL**

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

Public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of the Southbridge Lift Station Improvements - Force Main Project.

- Resolution adopting plans, specifications, form of contract and estimate of costs.
- Consideration of construction bids.
- Resolution making award of construction contract.

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

August 23, 2021

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

\_\_\_\_\_

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

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

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Force Main Project, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered, and the Clerk reported that no written objections thereto had been filed.

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - FORCE MAIN PROJECT", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - FORCE MAIN PROJECT

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Force Main Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 23rd day of August, 2021.

---

Mayor

ATTEST:

---

City Clerk

Whereupon, there was received and filed the City Administrator or his designee's report of the bids received on August 18, 2021, at 3:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Force Main Project, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - LIFT STATION PROJECT", and moved:

- that the Resolution be adopted.
- ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at \_\_\_\_\_ .M. on \_\_\_\_\_, 2021, at this place.

Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION  
CONTRACT FOR THE SOUTHBRIDGE LIFT STATION  
IMPROVEMENTS - LIFT STATION PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Lift Station Project, described in the plans and specifications heretofore adopted by this Council on August 23, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: \_\_\_\_\_ of \_\_\_\_\_

Amount of bid: \_\_\_\_\_

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 23rd day of August, 2021.

---

Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

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

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

**ORIGINAL**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

- Resolution approving construction contract and bond for the construction of the Southbridge Lift Station Improvements - Lift Station Project.

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

\_\_\_\_\_, 2021

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

\_\_\_\_\_

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

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - LIFT STATION PROJECT", and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT  
AND BOND FOR THE SOUTHBRIDGE LIFT STATION  
IMPROVEMENTS - LIFT STATION PROJECT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Lift Station Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: \_\_\_\_\_ of \_\_\_\_\_

Amount of bid: \_\_\_\_\_

Bond surety: \_\_\_\_\_

Date of bond: \_\_\_\_\_

Portion of project: All construction work

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

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

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - FORCE MAIN PROJECT", and moved:

- that the Resolution be adopted.
- ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at \_\_\_\_\_ .M. on \_\_\_\_\_, 2021, at this place.

Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - FORCE MAIN PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Force Main Project, described in the plans and specifications heretofore adopted by this Council on August 23, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: \_\_\_\_\_ of \_\_\_\_\_

Amount of bid: \_\_\_\_\_

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 23rd day of August, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

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

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

**ORIGINAL**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF ADEL, IOWA**

- Resolution approving construction contract and bond for the construction of the Southbridge Lift Station Improvements - Force Main Project.

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

\_\_\_\_\_, 2021

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

\_\_\_\_\_

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

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SOUTHBRIDGE LIFT STATION IMPROVEMENTS - FORCE MAIN PROJECT", and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT  
AND BOND FOR THE SOUTHBRIDGE LIFT STATION  
IMPROVEMENTS - FORCE MAIN PROJECT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Southbridge Lift Station Improvements - Force Main Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: \_\_\_\_\_ of \_\_\_\_\_

Amount of bid: \_\_\_\_\_

Bond surety: \_\_\_\_\_

Date of bond: \_\_\_\_\_

Portion of project: All construction work

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF DALLAS )

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

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Adel, State of Iowa

(SEAL)

**Resolution No. 21-71**

**RESOLUTION APPROVING PRELIMINARY PLAT FOR  
SOUTHBRIDGE PLAT 7**

**WHEREAS**, a subdivision plat for a parcel of land was submitted by Robert Cramer with Cramer & Associates, Inc.; hereinafter referred to as the Developer; and

**WHEREAS**, the Developer submitted a preliminary plat, known as Southbridge Plat 7; and

**WHEREAS**, on August 11, 2021, the Planning and Zoning Commission reviewed and recommended Southbridge Plat 7 subject to review by City staff and McClure; and

**WHEREAS**, the preliminary plat's approximately 19.32 acres are zoned R-4 (Multi Family Residential District); and

**WHEREAS**, City staff, McClure Engineering, and the members of the City Council of the City of Adel, Iowa, have reviewed and approved the preliminary plat of Southbridge Plat 7.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Adel, Iowa, that the preliminary plat of Southbridge Plat 7 be formally approved.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest: \_\_\_\_\_  
Carrie Erickson, City Clerk



The Adel Planning and Zoning met at City Hall on Wednesday, August 11, 2021  
At 6:30 PM.

Commissioner's present were Tom Waltz, Tim Crannell, Jonathan Fokken, Stephanie Poole, and Code Compliance Officer Steve Nichols. Absent: Summer Portzen, Christina Woods, James West. Doug Mandernach from CDA.

### **Minutes for August 11, 2021, Public Hearing Meeting**

**I. Discussion / Possible Action on Request from Cramer and Associates to Amend Existing PUD Plat 3.** Nichols explained the changes involved on this PUD. The changes in area B where the senior citizen housing is scheduled to be built moved the parking requirements from 2 spaces per unit to 1.5 spaces per unit. Setbacks were also adjusted on this area to accommodate the parking requirements. This will create more green space and eliminate water run off when the national average for this type of housing is 1.33 spaces per unit. The change in area A is under the design guidelines from 50 percent of brick or high-quality veneer to 25 percent on the side and rear elevation of the structure. The change to area E is to allow C-1 or R-4 applications. The Commission felt all these changes would still meet the need in this area without changing the characteristic of the area. The one thing noted that the lowering of the 50 to 25 percent of brick or high-quality veneer should state that the 50 percent should be on the primary side of the structure in relationship with both the frontage on the private road as well as Highway 169. They felt that the Highway 169 corridor should be considered as a primary side. There were no further comments.

**Fokken made the motion to approve the PUD Plat 3 amendment with adding the primary side of Highway 169, second by Waltz. Passed unanimously.**

**II. Discussion / Possible Action from Cramer and Associates to review and make recommendation to council on Plat 7 of Southbridge.** Mandernach showed the commission Plat 7 of Southbridge. He explained the extension of Bradfield Street to Highway 169 and the lot for the future apartment complex and the outlot Z for retention. There were no questions on this simple Plat. **Fokken made the motion to approve Southbridge Plat 7 and send to council, second by Crannell. Motion passed unanimously.**

**III. Other business.** Just a discussion on changing meeting time. No action or recommendation was made.

**Meeting adjourned at 7:15 PM**

**Respectfully  
Steve Nichols**







DATE	
REVISIONS	
1ST SUBMITTAL	07/26/2021

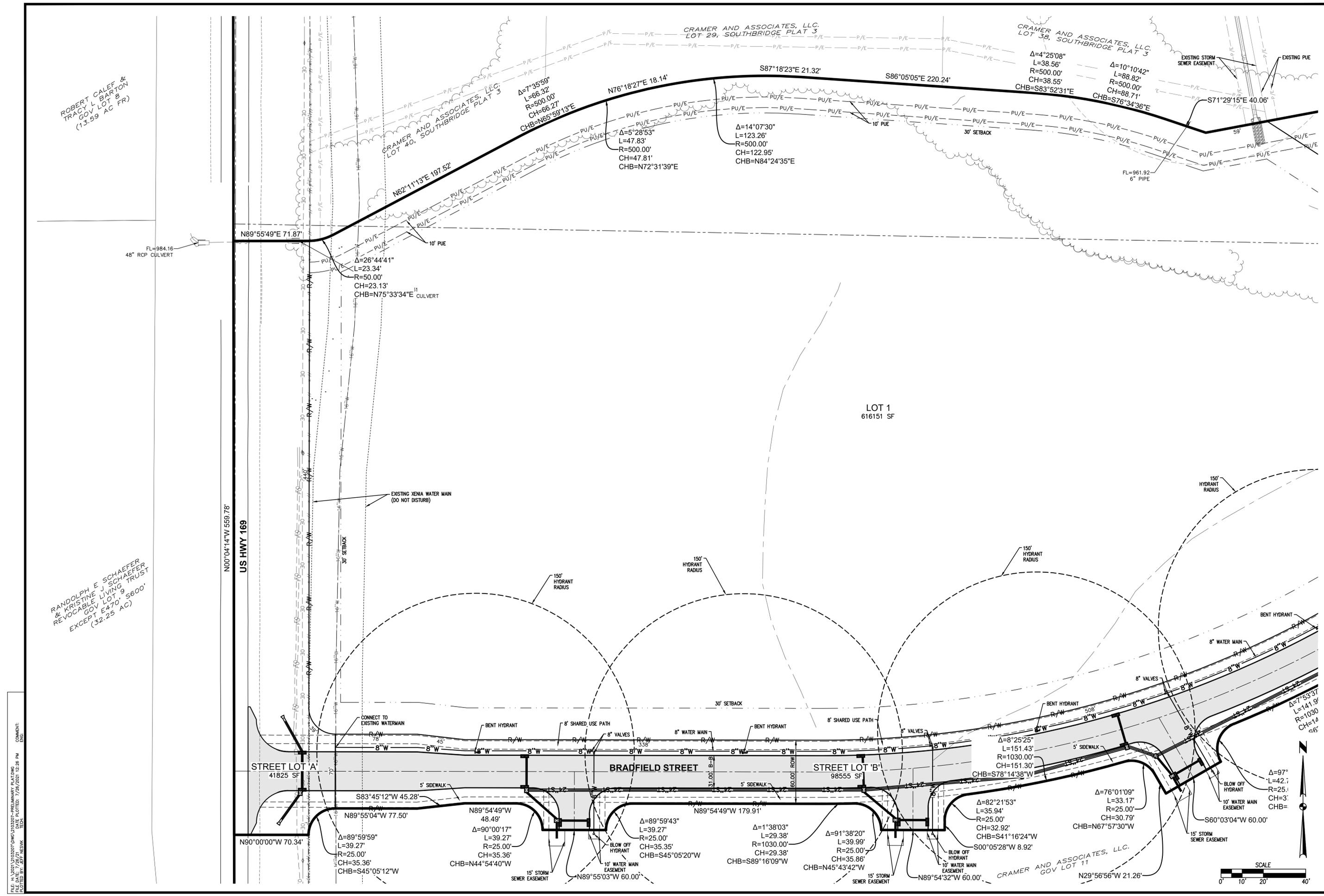
3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400



ADEL, IOWA

# SOUTHBRIDGE PLAT 7

## PRELIMINARY PLAT



ROBERT CALEF &  
 TRACY L BARTON  
 GOV LOT 8  
 (13.59 AC FR)

CRAMER AND ASSOCIATES, LLC.  
 LOT 29, SOUTHBRIDGE PLAT 3

CRAMER AND ASSOCIATES, LLC.  
 LOT 38, SOUTHBRIDGE PLAT 3

RANDOLPH E SCHAEFER  
 & KRISTINE J SCHAEFER  
 REVOCABLE LIVING TRUST  
 GOV LOT 9 S600.  
 EXCEPT E470' S600.  
 (32.25 AC)

FILE: H:\2021\2103207\2103207-PRIMINARY PLAT.DWG  
 PLOTTED BY: JEFF NESHK  
 DATE: 7/26/2021 12:26 PM  
 COMMENT: DWG



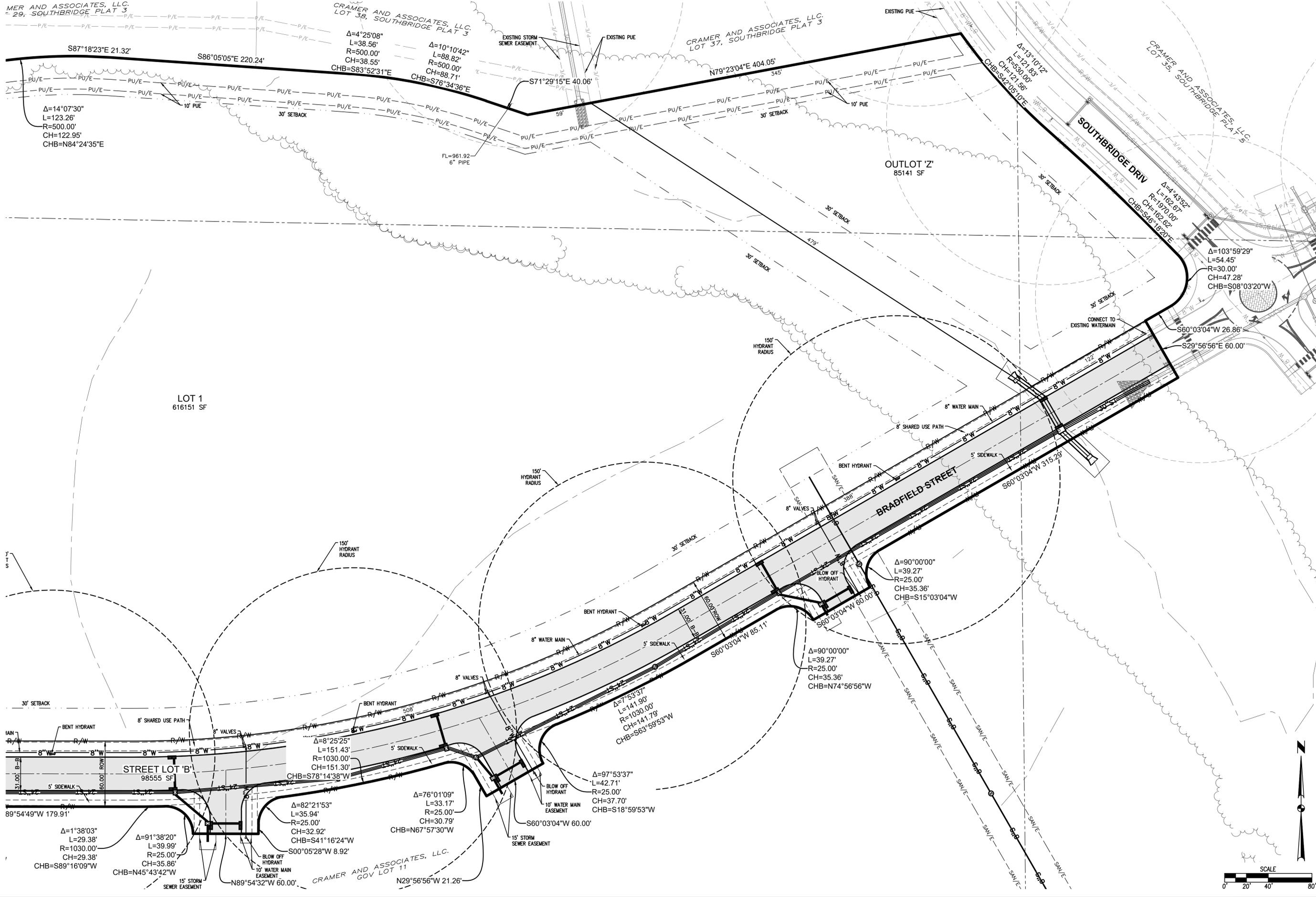
MER AND ASSOCIATES, LLC.  
 29, SOUTHBRIDGE PLAT 3

CRAMER AND ASSOCIATES, LLC.  
 LOT 38, SOUTHBRIDGE PLAT 3

CRAMER AND ASSOCIATES, LLC.  
 LOT 37, SOUTHBRIDGE PLAT 3

CRAMER AND ASSOCIATES, LLC.  
 LOT 35, SOUTHBRIDGE PLAT 3

CRAMER AND ASSOCIATES, LLC.  
 GOV LOT 11



FILE: H:\2021\2103207\DWG\2103207-PRELIMINARY PLAT.DWG  
 COMMENTS: PRELIMINARY PLAT.DWG  
 PLOTTED BY: BEN NESIK  
 DATE: 7/26/2021 12:26 PM

DATE	REVISIONS	1ST SUBMITTAL
		07/26/2021

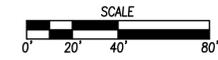
3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400

ENGINEER: JUN  
 PM: DAM

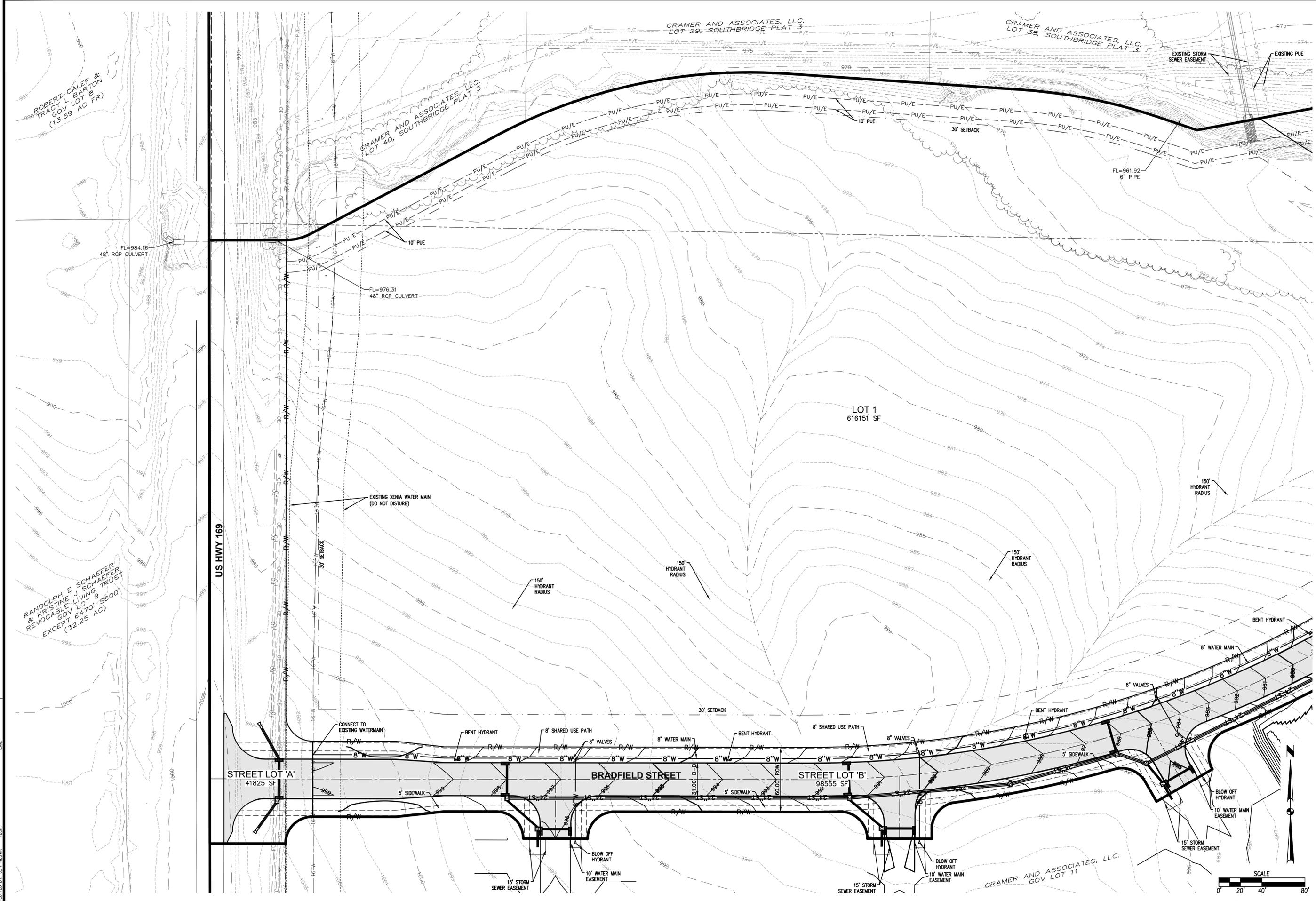


# SOUTHBRIDGE PLAT 7

## PRELIMINARY PLAT



FILE: H:\2021\2103207\DWG\2103207-PRIMINARY PLAT.DWG  
 COMMENT: DWG  
 PLOTTED BY: REY, NESVAK  
 DATE: 7/26/2021 12:26 PM



DATE	REVISIONS	1ST SUBMITTAL
		07/26/2021

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400  
 ENGINEER: J.JN  
 P.M.: DAM



ADEL, IOWA

# SOUTHBRIDGE PLAT 7

## PRELIMINARY PLAT



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF  
THE CITY OF ADEL, IOWA, BY AMENDING THE PUD  
ORDINANCE FOR PROPERTY LOCATED AT THE  
INTERSECTION OF HWY 169 AND 302<sup>ND</sup> PLACE, CITY OF  
ADEL, DALLAS COUNTY, IOWA**

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

WHEREAS, a PUD was approved for the property located at the intersection of Hwy 169 and 302<sup>nd</sup> Place by Ordinance No. 327 on August 27, 2018;

WHEREAS, an Amendment to the Southbridge PUD was approved by Ordinance No. 335 on April 22, 2019 to include a revised site plan and revised regulations for development;

WHEREAS, a Second Amendment to the Southbridge PUD was approved by Ordinance No. 360 on November 10, 2020 to replace the Master Plan Exhibit;

WHEREAS, the Developer and City now wish to amend the Southbridge PUD to revise certain regulations within the PUD and to reflect a new Master Plan Exhibit;

WHEREAS, pursuant to Section 165.53(2)(D) of the Adel Code of Ordinances, substantial changes to a PUD require approval by ordinance following planning and zoning commission review;

WHEREAS, the City Council finds this PUD Amendment to be consistent with an in furtherance of the City's comprehensive plan, zoning ordinance, subdivision ordinance, and platting requirements.

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

SECTION 1. PUD LEGAL DESCRIPTION. This ordinance amendment relates to the following described property:

A PART OF GOVERNMENT LOTS 5, 6, 11 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 89°00'05" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOTS 5 AND 6, A DISTANCE OF 1919.00 FEET TO THE CENTERLINE OF OLD PORTLAND ROAD; THENCE SOUTH 4°13'55" EAST ALONG SAID CENTERLINE, 251.00 FEET;

THENCE SOUTHEASTERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 477.50 FEET, WHOSE ARC LENGTH IS 254.21 FEET AND WHOSE CHORD BEARS SOUTH 20°57'02" EAST, 251.22 FEET; THENCE SOUTH 35°36'59" EAST CONTINUING ALONG SAID CENTERLINE, 323.11 FEET; THENCE SOUTH 35°45'11" EAST CONTINUING ALONG SAID CENTERLINE, 262.71 FEET; THENCE SOUTH 54°14'49" WEST, 40.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 33.77 FEET AND WHOSE CHORD BEARS NORTH 74°27'15" WEST, 31.26 FEET; THENCE SOUTH 60°09'54" WEST, 88.40 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 41.80 FEET AND WHOSE CHORD BEARS SOUTH 12°08'57" WEST, 37.10 FEET; THENCE SOUTH 54°14'49" WEST, 60.00 FEET; THENCE NORTH 35°45'11" WEST, 11.18 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.74 FEET AND WHOSE CHORD BEARS NORTH 77°51'03" WEST, 33.52 FEET; THENCE SOUTH 60°03'04" WEST, 537.51 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 52.23 FEET AND WHOSE CHORD BEARS SOUTH 10°10'25" WEST, 45.88 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 2030.00 FEET, WHOSE ARC LENGTH IS 8.95 FEET AND WHOSE CHORD BEARS SOUTH 39°34'40" EAST, 8.95 FEET; THENCE SOUTH 50°32'55" WEST, 60.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 29.66 FEET AND WHOSE CHORD BEARS NORTH 39°52'57" WEST, 29.66 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 41.70 FEET AND WHOSE CHORD BEARS NORTH 80°07'53" WEST, 38.42 FEET; THENCE SOUTH 60°03'04" WEST, 52.76 FEET; THENCE NORTH 29°56'56" WEST, 60.00 FEET; THENCE NORTH 60°03'04" EAST, 26.86 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 54.45 FEET AND WHOSE CHORD BEARS NORTH 8°03'20" EAST, 47.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 162.67 FEET AND WHOSE CHORD BEARS NORTH 46°18'20" WEST, 162.62 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 121.83 FEET AND WHOSE CHORD BEARS NORTH 42°05'10" WEST, 121.56 FEET; THENCE SOUTH 79°23'04" WEST, 404.05 FEET; THENCE NORTH 71°29'15" WEST, 40.06 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 127.38 FEET AND WHOSE CHORD BEARS NORTH 78°47'10" WEST, 127.04 FEET; THENCE NORTH 86°05'05" WEST, 220.24 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 276.88 FEET AND WHOSE CHORD BEARS SOUTH 78°03'04" WEST, 273.36 FEET; THENCE SOUTH 62°11'13" WEST, 197.52 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 23.34 FEET AND WHOSE CHORD BEARS SOUTH 75°33'34" WEST, 23.13 FEET; THENCE SOUTH 89°55'49" WEST, 71.87 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH 0°04'14" WEST ALONG

THE WEST LINE OF SAID GOVERNMENT LOTS 12 AND 5, A DISTANCE OF 1325.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 58.64 ACRES (2,554,262 SQUARE FEET).

The property shall remain under PUD zoning.

SECTION 2. MASTER PLAN AMENDMENT. The regulations contained within Ordinance No. 335 remain unchanged except for the following:

A. Master Plan Exhibit. The rezoning exhibit as prepared by CDA and dated August 28, 2020 is hereby replaced with the attached rezoning exhibit as prepared by CDA and dated July 28, 2021. This exhibit is hereby adopted as the PUD Master Plan.

B. Design Standards. Subparagraph 2 is repealed and replaced as follows:

2. All commercial and multi-family buildings shall have a minimum of 50% brick or stone (or high quality veneer) on the front elevation and a minimum of 25% brick or stone (or high quality veneer) on the remaining elevations. This percentage is calculated on each elevation excluding the roof, windows, and doors. Textured block can be used for this percentage when mixed in with other materials.

C. Conditions. Subparagraph 1.e. is repealed and replaced as follows:

e. Area E: C-1 or R-4 zoning district

C. Conditions. Subparagraphs 2.b. is repealed and replaced as follows:

b. Area B:

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

ii. The requirements of Section 165.39 (8)(B) Off-Street Parking Regulations are amended as follows: For multi-family dwellings: one- and one-half (1.5) spaces per dwelling unit

D. Use Restrictions. Subparagraph 5 is repealed and replaced as follows:

5. Area E: C-1 or R-4 permissible uses

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

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

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

First Reading Passed: \_\_\_\_\_  
Second Reading Passed: \_\_\_\_\_  
Third Reading Passed: \_\_\_\_\_

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Carrie Erickson, City Clerk

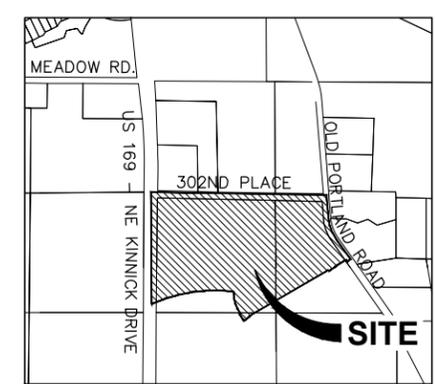
I, Carrie Erickson, City Clerk of the City of Adel, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Adel on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and was published in the \_\_\_\_\_, a newspaper of general circulation in the said City of Adel on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Carrie Erickson, City Clerk

FILE: H:\2018\2021\2021\2021-PAID EXHIBIT - AMENDMENT 2.DWG  
 DRAWN BY: D. MANDERNACH  
 PLOTTED BY: D. MANDERNACH  
 DATE: 7/29/2021 11:37 AM  
 SCALE: 1"=1000'



VICINITY MAP (1"=1000')



ADEL, IOWA

OWNER/DEVELOPER

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

ENGINEER / SURVEYOR

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

ZONING

EXISTING: SOUTHBRIDGE PUD  
 PROPOSED: SOUTHBRIDGE PUD

SITE ADDRESS

HWY 169, 302ND PLACE

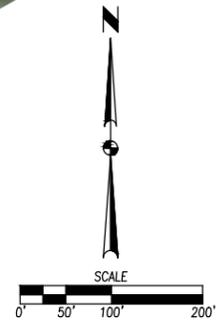
NOTES:

- REFER TO SOUTHBRIDGE P.U.D. MASTERPLAN FOR BULK REGULATIONS AND ARCHITECTURAL REQUIREMENTS.

PROPERTY DESCRIPTION

A PART OF GOVERNMENT LOTS 5, 6, 11 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 89°00'05" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOTS 5 AND 6, A DISTANCE OF 1919.00 FEET TO THE CENTERLINE OF OLD PORTLAND ROAD; THENCE SOUTH 4°13'55" EAST ALONG SAID CENTERLINE, 251.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 477.50 FEET, WHOSE ARC LENGTH IS 254.21 FEET AND WHOSE CHORD BEARS SOUTH 20°57'02" EAST, 251.22 FEET; THENCE SOUTH 35°36'59" EAST CONTINUING ALONG SAID CENTERLINE, 323.11 FEET; THENCE SOUTH 35°45'11" EAST CONTINUING ALONG SAID CENTERLINE, 262.71 FEET; THENCE SOUTH 54°14'49" WEST, 40.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 33.77 FEET AND WHOSE CHORD BEARS NORTH 74°27'15" WEST, 31.26 FEET; THENCE SOUTH 60°09'54" WEST, 88.40 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 41.80 FEET AND WHOSE CHORD BEARS SOUTH 12°08'57" WEST, 37.10 FEET; THENCE SOUTH 54°14'49" WEST, 60.00 FEET; THENCE NORTH 35°45'11" WEST, 11.18 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.74 FEET AND WHOSE CHORD BEARS NORTH 77°51'03" WEST, 33.52 FEET; THENCE SOUTH 60°03'04" WEST, 537.51 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 52.23 FEET AND WHOSE CHORD BEARS SOUTH 10°10'25" WEST, 45.88 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 2030.00 FEET, WHOSE ARC LENGTH IS 8.95 FEET AND WHOSE CHORD BEARS SOUTH 39°34'40" EAST, 8.95 FEET; THENCE SOUTH 50°32'55" WEST, 60.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 29.66 FEET AND WHOSE CHORD BEARS NORTH 39°52'57" WEST, 29.66 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 41.70 FEET AND WHOSE CHORD BEARS NORTH 80°07'53" WEST, 38.42 FEET; THENCE SOUTH 60°03'04" WEST, 52.76 FEET; THENCE NORTH 29°56'56" WEST, 60.00 FEET; THENCE NORTH 60°03'04" EAST, 26.86 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 54.45 FEET AND WHOSE CHORD BEARS NORTH 8°03'20" EAST, 47.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 162.67 FEET AND WHOSE CHORD BEARS NORTH 46°18'20" WEST, 162.62 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 121.83 FEET AND WHOSE CHORD BEARS NORTH 42°05'10" WEST, 121.56 FEET; THENCE SOUTH 79°23'04" WEST, 404.05 FEET; THENCE NORTH 71°29'15" WEST, 40.06 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 127.38 FEET AND WHOSE CHORD BEARS NORTH 78°47'10" WEST, 127.04 FEET; THENCE NORTH 86°05'05" WEST, 220.24 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 276.88 FEET AND WHOSE CHORD BEARS SOUTH 78°03'04" WEST, 273.36 FEET; THENCE SOUTH 62°11'13" WEST, 197.52 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 23.34 FEET AND WHOSE CHORD BEARS SOUTH 75°33'34" WEST, 23.13 FEET; THENCE SOUTH 89°55'49" WEST, 71.87 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH 0°04'14" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 12 AND 5, A DISTANCE OF 1325.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 58.64 ACRES (2,554,262 SQUARE FEET).



DATE	
REVISIONS	
AREA A AND AREA E REVISED	7-29-21
FIRST SUBMITTAL	8-26-20

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

ENGINEER: JUN  
 PM: DAM

SA  
 CIVIL DESIGN ADVANTAGE

ADEL, IOWA

**SOUTHBRIDGE**  
 PUD - DEVELOPMENT PLAN  
 MAP AMENDMENT

1/1  
 1803.113

## CHAPTER 160

### SITE AND BUILDING DEVELOPMENT STANDARDS

160.01 Purpose and Scope  
160.02 Jurisdiction  
160.03 Procedures  
160.04 Site Plan Requirements

160.05 Lighting Standards – Definitions  
160.06 Lighting Standards – Design Guidelines  
160.07 Site and Building Design Standards

**16001 PURPOSE AND SCOPE.** This chapter provides for the administration and enforcement of site plans by establishing minimum standards for site and building design. The purpose of this chapter is to provide guidance and standards for development within the City in order to guide development in a manner which is conducive to protecting the health, safety, and general welfare of residents and property owners within the City. All development and redevelopment of land or property within the City shall minimize the adverse effects placed upon adjacent properties by maintaining or improving upon the aesthetic quality of the surrounding area, and by providing adequate traffic safety, emergency access, water supply, sewage disposal, management of storm water, erosion and sediment control. Site plan review and approval by City Council shall be required of all principal structures other than individual single-family and two-family residential dwellings in any zoning district.

**16002 JURISDICTION.** No permit shall be issued for any lot or development requiring the approval of a site plan except in conformity with this chapter. No development, except where specified herein, may be created, substantially improved, converted, enlarged, or otherwise altered without conforming to the provisions of this chapter, all applicable provisions of the *Code of Iowa*, as amended, and all other applicable provisions of this Code of Ordinances, as amended.

**16003 PROCEDURES.** The property owner, developer, or other representing party on behalf of a property owner interested in the development of land within the City shall adhere to the procedures identified in this chapter, in accordance with all other applicable sections of this Code of Ordinances.

1. Pre-Application Conference. It is recommended that prior to the submission of any site plan application a meeting be scheduled with the Zoning administrative official and other appropriate City department representatives. The purpose of this conference shall be to discuss the feasibility of the proposal and to provide the owner with information and guidance regarding applicable City ordinances, specifications, standards, and procedures, before the owner enters into binding commitments or incurs substantial expenses. In addition, the administrative official will identify a development review schedule best suited to accommodate the applicant's time schedule and the City's ability to effectively review the proposal.

2. Development Review. In order to properly review a site plan proposal, the applicant shall provide the City with information determined to be applicable to the project by the Zoning administrative official. Once the proposal has provided all of the necessary information meeting the requirements of all applicable City ordinances, the proposal shall be brought before the Planning and Zoning Commission in order to receive a recommendation before being presented to the City Council. Action of the Planning and Zoning Commission ~~and City Council~~ shall be approval, approval

subject to conditions, denial, or table for further review. Action of the [City Council](#) shall be approval, denial, or table for further review. A site plan may be presented for consideration by the City Council in the event of a recommendation of denial by the Planning and Zoning Commission. In the event of denial of a site plan by the City Council, the applicant would be required to resubmit and begin the review process anew to have another proposal considered by the Planning and Zoning Commission and City Council. Re-submittal of a site plan shall be subject to all applicable costs associated with review of the documentation. Development review shall exist as a measurement determined by the City to meet the objectives outlined by the Envision Adel 2040 Comprehensive Plan.

3. **Validity of Approval.** A site plan shall become effective upon certification of approval by the City Council. The City Council approval of any site plan required by this chapter shall remain valid for one year, allowing one one-year extension with approval of City Council upon recommendation of the Commission after the date of approval, after which time the site plan shall be deemed null and void if the development has not been established or actual construction commenced. For the purpose of this chapter, “actual construction” means that the permanent placement of construction materials has started and is proceeding without undue delay. Preparation of plans, securing financial arrangements, issuance of building permits, letting of contracts, grading of property, or stockpiling of materials on the site do not constitute actual construction. At the time of site plan approval, the City Council may grant an exemption on the time construction must begin after their approval is given for a utility service structure.

4. **Amendment.** Any site plan may be amended in accordance with the standards and procedures established herein, including payment of fees, provided that the Zoning administrative official may waive such procedures for those minor changes hereinafter listed. Such minor changes shall not be made unless the prior written approval for such changes is obtained from the Zoning administrative official. No fees shall be required for such minor changes. Minor changes include: (i) moving building walls within the confines of the smallest rectangle that would have enclosed each original approved building; (ii) relocation of building entrances or exits and shortening of building canopies; (iii) changing to a more restrictive commercial or industrial use, provided the number of off-street parking spaces meets the requirement of the Adel zoning ordinance (this does not apply to residential uses); (iv) changing angle of parking or aisle, provided there is no reduction in the amount of off-street parking as originally approved; (v) substituting plant species, provided a landscape architect, engineer or architect certifies the substituted species is similar in nature and screening effect.

5. **Existing Development.** Any improvement or maintenance to any structure or site feature must not cause the site or building to become non-compliant with the regulations set forth in this chapter. If the site or building is already non-compliant, the change to the building or site proposed by the owner must not cause them to become more non-compliant. In such instances, improvements shall be completed in a manner which makes the building, site, or related items more compliant with the current provisions of this chapter than they were previous to the improvements. Any improvement proposed to modify the size of a building, lot, parking area, etc. shall be submitted for review by the City. If the proposed improvement modifies the size of a building or lot by less than 25 percent, it shall be submitted for review by City staff and approved or disapproved by City staff. The Zoning administrative official shall have the authority to require such a project be reviewed by the Planning and Zoning

Commission and City Council if they feel such review is warranted. If the proposed change is in excess of 25 percent, it shall be submitted for full review and approval or disapproval by the Planning and Zoning Commission and City Council.

6. Nonconforming Uses. Any site or building use permitted under a previous zoning district's regulation shall conform to the regulations of this chapter under the current site and building design provisions determined to be most applicable to the nonconforming use by the administrative official.

7. Violation and Penalty. Any person, firm, partnership, association or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violation or defects within a reasonable time; and when not otherwise specified, each 30 days that prohibitive conditions are maintained shall constitute a separate offense. In addition, the City of Waukee may proceed in law or in equity to restrain, correct or abate such violation, to prevent the occupancy of said building, structure or land, or to prevent any illegal act, conduct of business, or use in or about said premises.

**16004 SITE PLAN REQUIREMENTS.** The following information shall be clearly provided on the site plan. Site Plans shall be submitted in a 24 by 36-inch format and digital format unless otherwise approved by the Zoning administrative official.

1. Name, address and telephone number and email address of property owner, including fax number.
2. Name, address and telephone number and email address of applicant, if different than property owner.
3. Name, and address and telephone number of plan preparer.
4. Certification of architect and civil engineer licensed in the State of Iowa, including seal, date, and signature on all applicable drawings prior to City Council approval of the Site Plan. Other certification may be requested when appropriate by the administrative official.
5. Certification of a registered land surveyor licensed in the State of Iowa, including seal, date, and signature on applicable drawings prior to City Council approval.
6. Current zoning of property, listing the property's existing zoning consistent with the City of Adel's Official Zoning Map and also including any overlay districts the property may be within and the land use identified in the current City of Adel Envision 2040 Comprehensive Plan where the property is located.
7. Legal description of site, including the plat name and lot number for all new Site Plans. Building permits shall only be permitted on a platted lot of record.
8. Total area of the site, indicated in acres and square feet.
9. Open space, indicating the total area of the proposed site in square feet, the area of open space within the site, and its percentage of the total site. The calculation should include all open space pervious areas and permitted pedestrian plazas. The total area of the site reserved for parking facilities, the open space within the defined parking area, and its percentages of the total parking area should be calculated and indicated in square feet.

10. Pervious and impervious surface, indicating the total area of the proposed site in square feet, the area of pervious surface and the area of impervious surface, including all structures.
11. All proposed uses for the site and buildings, as known at the time of application.
12. The total amount of parking stalls required based upon the proposed building uses of the site. If more than one building use is proposed for the site, each individual parking stall requirement should be indicated separate of the total.
13. If applicable to the proposed building uses of the site, the number of required and provided queuing spaces should be indicated.
14. If applicable to the proposed building uses of the site, the number of required and provided loading stalls should be indicated.
15. All setback requirements of the applicable zoning district within which the proposed site is located.
16. The 100-year flood elevation, based upon the most recent FEMA Flood Insurance Study or the on-site storm water management facility. Normal pool elevation should be indicated if the on-site storm water management facility is a retention pond.
17. General and survey information, as follows:
  - A. North Arrow. Included on Site Plan and all other applicable sketches, drawings, and details.
  - B. Scale of Drawing. A minimum scale of 1 inch = 80 feet is required.
  - C. Vicinity Sketch. A minimum scale of 1 inch = 800 feet should be used to indicate the properties within 600 feet of the proposed site location. The boundary of the proposed site location should be clearly defined in relation to other properties shown within the vicinity sketch.
  - D. Site Boundary. All property lines should be delineated with a heavy line.
  - E. Bearing and Distances or Curve Data along boundary. Information should be indicated as platted. Any measured information different than platted should be identified.
  - F. Names of all Adjoining Property Owners. All property lines adjacent to the proposed site or across street right-of-way should be indicated with the owner and/or subdivision name(s), in addition to any adjoining lot numbers as appropriate.
  - G. Existing Features. All existing physical features should be indicated on the site plan including but not limited to plant materials, drainage ways, structures, fences, and any encroachments. Projects involving numerous existing features may be requested to submit a demolition, removal, or relocation plan as determined to be most beneficial.
  - H. Soil Tests and Similar Information. If deemed necessary by the Zoning administrative official, soil tests and similar information may be required to determine the feasibility of the proposed development in relation to the design standards set forth herein.

- I. Topography. The existing and proposed topography should be indicated with a maximum of two-foot intervals. Spot elevations may also be required at the request of the administrative official.
  - J. Limits of Phased Construction. If the site is to be developed in more than one phase, the limits of each proposed construction/ development phase should be indicated including all facets of the phasing proposed.
  - K. Additional Information. Drawings or other materials necessary to describe a proposed project may be requested by the Planning and Zoning Commission or Zoning administrative official. The applicant may include additional information or materials such as sketches, videos, models, or photos, if they help explain the proposal.
18. An accurate representation of the proposed building footprint, including exterior structures incorporated into the building mass and proposed internal demising walls known at the time of application.
- A. Size. The total square footage of each proposed floor, the number of floors, and the amount of finished area on each floor, including any proposed basement area. For all multi-family and townhome proposals the total number of units proposed for each building footprint should be indicated.
  - B. Entryways. The location of all proposed entries, service doors and overhead doors.
  - C. Mechanical Units. The proposed location and type of all proposed ground mechanical units, including air conditioning units, telephone pedestals, transformers, coolers, or other similar units. For roof mounted mechanical units, the proposed location and type of ladder to access the roof should be indicated. Details of how ground and roof mounted units are to be screened shall be supplied.
  - D. Trash Enclosures. The proposed location of all trash enclosures for the site and a detail of the structure.
19. All proposed sidewalks, trails, and pathways, including the width, thickness, and type of pavement. All sidewalks, trails, and pathways must be constructed to SUDAS (Iowa Statewide Urban Design Standards for Public Improvements and the Iowa Statewide Urban Standard Specification for Public Improvements) as applicable to the project.
20. Pedestrian corridors from any public street to all proposed principal buildings.
21. All proposed emergency exits where a sidewalk is not indicated shall provide a stoop of an approved dimension, determined to be adequate in providing a safe exit from the building.
22. All existing and proposed access drives to the site from a public street, including appropriate spacing as determined by the Public Works Director.
23. All public improvements required of the developer. The amount of improvements required shall be determined by the Adel Envision 2040 Comprehensive Plan, a traffic impact analysis, or any other approved documentation identifying the amount and type of improvements necessary to accommodate increased activity to the site or to facilitate future development as it relates to the development of said site.
24. The use of private streets shall be allowed if the proposed private streets meet the following criteria:

- A. Proposed private streets are built to ~~Adel, Waukee~~ Standard Specifications for public streets.
  - B. They are maintained by the property owners requiring the private streets through a Homeowners Association or through an approved development agreement between the developers and the City.
  - C. The width and thickness of the private streets as determined by the City Engineer or a traffic impact study in accordance with the City specifications.
  - D. Sidewalks should be installed on both sides of the private streets unless additional landscaping or open space is incorporated into the site in an amount approved by the City Council in relief of one sidewalk per street.
  - E. A public ingress/egress easement is provided over the private streets' location.
  - F. Streetlights should be installed on all private streets unless an alternative plan for providing lighting within the development is presented and accepted by the Planning and Zoning Commission.
25. Any shared access drives. Any project where the development of townhomes provides access to garages from a public street shall provide a shared access drive between two or more units in order to minimize the amount of obstruction to the flow of traffic along said public street. Any development of commercial property where shared access is anticipated shall provide an easement and conceptual building footprints for all proposed lots which are proposed to share the access drives.
26. All proposed parking and loading areas. Parking and loading areas shall meet the requirements of Chapter 157 of this Code of Ordinances and be in accordance with the requirements of the City specifications and all other applicable State and federal regulations.
27. A complete traffic circulation and parking plan, showing the location and dimensions of all existing and proposed parking stalls, loading areas, entrance and exit drives, sidewalks, dividers, planters, and other similar permanent improvements, in addition to indicating traffic movements within access drives, in order to better identify any potential traffic impediments based upon the proposed parking configuration and access drives.
28. Individual parking stalls, as appropriate and differentiated from parking aisles. Stalls intended to accommodate accessibility for persons with disabilities should be indicated appropriately.
29. Proposed loading areas and queuing spaces, indicating traffic movements where applicable to determine maneuverability within the site. Individual loading docks and queuing spaces should be indicated on the site plan.
30. A lighting plan indicating the location, type, height, power rating, and any shielding methods required of all existing and/or proposed lighting fixtures.
- A. A manufacturer's cut-sheet shall be provided for each type of lighting fixture incorporated into the site layout including its materials and color. Information required from the cut-sheet shall include the description of lamps, supports, reflectors, and any other components of a particular lighting fixture.

The site plan shall indicate all proposed lighting as depicted by the manufacturer.

B. A photometric plan shall also be required identifying the horizontal illumination of the site and the vertical light trespass along the perimeter of the site. The photometric plan shall show point by point foot-candle reading for the entire site at a minimum spacing of 10 feet between each point, including 2 feet past the property line.

31. The location and type of all existing and proposed signage. All signage shall meet the requirements of Chapter 165.54 of this Code of Ordinances.

32. A landscaping plan, including the size and type of all proposed trees and plantings and any existing trees larger than six inches in diameter proposed to be removed. All landscaping necessary for fulfillment of requirements of this Code of Ordinances shall be indicated on the site plan.

**16005 LIGHTING STANDARDS – DEFINITIONS.** Unless the context clearly indicates otherwise, the words and phrases used in this section shall have the following meanings:

1. “Active” means those times when sales employees are employed on site for the purpose of selling the merchandise located on the property to the general public and does not include display of merchandise which is offered for sale at locations other than the property.
2. “Display lot” means outdoor areas where active nighttime sales activity occurs and where accurate color perception of merchandise by customers is required.
3. “Exterior lighting” means temporary or permanent lighting that is installed, located, or used in such a manner to cause light rays to shine outdoors.
4. “Exterior lighting fixture” means the complete exterior lighting unit, including: the artificial source of light, the parts required to distribute the light, elements for light output control such as the reflector (mirror), or refractor (lens), the housing that protects and holds the lamp in place, the connection to the power supply, and the component that anchors the lighting unit to the ground or onto a structure.
5. “Floodlight” means a lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.
6. “Foot-candle” means the illuminance measured one foot from a one candle source.
7. “Full cut-off” means a shielded light fixture that emits no light above a horizontal plane touching the lowest point of the fixture.
8. “Glare” means the light in a direction near one’s line of sight that either causes discomfort to the eye or impairs visibility.
9. “Horizontal and vertical foot-candles” means the illuminance, measured by a light meter, striking a vertical or horizontal plane.
10. “Illuminance” means the intensity of light in a specified direction measured at a specified point.
11. “Light” means a form of radiant energy acting on the retina of the eye to make sight possible.

12. “Light trespass” means unwanted light falling on public or private property from an external location.
13. “Merchandise” means new and used vehicles owned by and actively offered for sale to the general public by the property owner.
14. “Recreational facility” means football fields, soccer fields, baseball fields, tennis courts, swimming pools, or any other special event or show area.

**16006 LIGHTING STANDARDS – DESIGN GUIDELINES.**

1. Required Lamps – Generally. All lamps shall be LED, or others with similar qualities to reduce glare and provide for improved color correct vision.
2. Required Exterior Lighting Fixtures – Generally. All exterior lighting fixtures shall be full cut-offs. No portion of the lamp, lens, or diffuser shall be visible from the side or top of any shield, or otherwise protrude from the bottom of the shield. No exterior lighting fixture shall emit light at or above a horizontal plane that runs through the lowest point of the shield.
3. Architectural and Decorative Lighting (Commercial and Industrial).
  - A. Limited building-mounted lighting may be used to highlight specific architectural features or primary customer or building entrances. Floodlights are only permitted provided all light emitted is contained by the building or by an eave or protruding structure.
  - B. Lighting fixtures shall be located, aimed, and shielded to minimize the glare that is emitted on objects other than a building’s façade or landscape walls.
  - C. Building-mounted neon lighting may only be used when the lighting is recessed or contained inside a cap or architectural reveal.
4. Site and Parking Lot Lighting (Commercial and Industrial).
  - A. The mounting height for lighting fixtures shall not exceed 33 feet from grade to the top of the lighting fixture.
  - B. The maximum average-maintained foot-candles for a parking lot lighting fixture shall be three foot-candles. The maximum lighting level for a parking lot lighting fixture shall be ten foot-candles.
  - C. The maximum horizontal foot-candle measurement at any property line shall be two foot-candles. The maximum maintained vertical foot-candle at an adjoining property line shall be two foot-candles, as measured at five feet above grade.
5. Display Lot Lighting (Commercial and Industrial)
  - A. The mounting height for lighting fixtures shall not exceed 33 feet from grade to the top of the lighting fixture.
  - B. The maximum average-maintained foot-candles for a display lot lighting fixture adjacent to the public right of way shall be 25 foot-candles. The minimum lighting level for a display lot lighting fixture adjacent to the public right of way shall be one foot-candle. The maximum lighting level for

a display lot lighting fixture adjacent to a public right of way shall be 30 foot-candles.

C. The remaining rows intended for vehicle display as defined on the site plan shall have a maximum average maintained foot-candle for display lot lighting of 20 foot-candles and a minimum of one average maintained foot-candle. The maximum lighting level for secondary rows of display lot lighting shall be 25 foot-candles.

D. All customer and employee parking areas and other non-display areas within the site shall conform to the site and parking lot lighting requirements as defined above.

E. The maximum horizontal foot-candle measurement at any property line shall be two foot-candles. The maximum maintained vertical foot-candle at an adjoining property line shall be two foot-candles, as measured at five feet above grade.

F. All display lot lighting fixtures shall meet the shielding and lamp requirements contained in this section and adhere to all other requirements imposed by the Adel Code of Ordinance.

G. After 10:00 P.M. and until 7:00 A.M., all display lot lighting fixture foot-candle levels shall be reduced so as to conform to the site and parking lot lighting requirements contained in this section through the means of a control system or systems.

H. The discontinuance of the use of the property for on-site vehicular sales shall eliminate the authority of the property owner to operate the display lot lighting at the levels set forth in this section. In the event of such discontinuation of use, the lighting may only be operated in accordance with other requirements of this section. It shall be the property owner's responsibility to notify its successors in interest or tenants of the obligations imposed by this section.

6. Canopy Lighting (Commercial and Industrial). The average maintained foot-candles under a canopy shall be 35 foot-candles. Areas outside the canopy shall be regulated by the guidelines and standards outlined above. Permissible fixtures for canopy lighting include:

A. Recessed fixtures that incorporate a lens cover that is either recessed or flush with the bottom surface of the canopy.

B. Indirect lighting where light is emitted upward and then reflected down from the underside of the canopy. Such fixtures shall be shielded to ensure that no light is emitted at or above a horizontal plane that runs through the lowest point of the canopy.

7. Street Lighting. All private street light fixtures shall measure no more than 30 feet from grade to the top of the lighting fixture, and shall be cobra-style, unless the Commission and Council permit the installation of an alternative fixture. The Commission and Council may approve an alternative lighting fixture only after a determination has been made that the alternative fixture has been designed to avoid glare and trespass. The use of lighting fixtures that direct light upward into the air is strictly prohibited. All lighting on public streets shall conform to the current City of Adel's Standard Specification or in SUDAS (Iowa Statewide Urban Design Standards for Public Improvements and the Iowa Statewide Urban Standard Specification for Public Improvements) as applicable to the project of .

8. Recreational Facilities. The lighting fixtures at all public or private outdoor recreational facilities shall be designed to minimize the amount of light that is directed upward into the air, glare, and light trespass. The illumination of any public or private outdoor recreational facility after 11:00 p.m. is prohibited, except in order to conclude a specific activity, previously scheduled, which is in progress under such illumination prior to 11:00 p.m.

9. Exemptions. This section does not apply to the following exterior lighting sources:

- A. Airport lighting required by law.
- B. Temporary emergency lighting.
- C. Temporary lighting, other than security lighting, at construction projects.
- D. Governmental facilities where a compelling need for safety and security has been demonstrated.
- E. Lighting for flag poles, church steeples or other similar non-commercial items provided they do not cause distraction within public rights-of-way.

**16007 SITE AND BUILDING DESIGN STANDARDS.** The following are applicable for all structures and sites proposed in all zoning districts other than individual single-family or two-family dwellings, which do not require approval of a site plan.

- 1. Review Process.
  - A. As part of the site plan review process, an applicant shall provide colored architectural elevation drawings for each elevation of the building or buildings proposed for new construction, addition, alteration, or the like.
  - B. The elevation drawings should be provided in 11 by 17-inch format and digital format unless otherwise approved by the Zoning administrative official.
  - C. Each elevation drawing should include massing dimensions and callouts of the proposed materials indicated on the elevation. A percentage breakdown of proposed materials shall be provided.
  - D. In the event that accessory structures are proposed as a part of the site plan review process, the Zoning administrative official shall have the ability to request elevation drawings or colored details of said accessory structures to ensure compliance with the provisions of this chapter.
  - E. At the time of site plan and elevation drawing presentation to the Planning and Zoning Commission, and/or City Council, the applicant may be required to provide material and color samples of all proposed exterior finishes.
- 2. Architectural and Site Design Characteristics – General Provisions for All Districts.
  - A. Connection and Circulation. Sites shall be designed with integrated sidewalks, walkways, and paths to provide continuous circulation throughout the site connecting principal structures, dwelling units, parking areas, parking

garages, and other prominent features. Pedestrian connections shall be made between the internal circulation system and the adjacent public sidewalk or trail systems.

B. Screening. Ground mounted utility and mechanical units (condensers, cooling equipment, generators, meter clusters, transformers, ventilation units, etc.) shall be adequately screened from public view through the use of walls, hedges, or other landscape treatment that provide year-round screening. Walls shall be consistent in architectural style and material to the principal building. Roof mounted utility and mechanical units (condensers, cooling equipment, generators, ventilation units, antennas, satellite dishes, etc.) shall be screened from public view by the use of an opaque screening material compatible with and integrated into the overall design of the building. Architectural metal paneling, roof parapet or a combination of the two shall be considered. Garbage dumpsters and trash receptacles shall be screened through the use of an enclosure comprised of materials consistent with the principal building. Where possible an enclosure shall be integral with a building. An enclosure shall be placed outside of a front yard.

C. Outdoor Storage and Display.

(1) Outdoor storage and display areas shall be approved as a part of the site plan review process. In the event that a new or additional storage or display area is deemed necessary by a property owner for an existing site where a site plan has already been approved, a site plan meeting the criteria of this section shall be provided for review and approval by the administrative official.

(2) All outdoor storage and display areas shall be designed and placed so as not to impede or pose a threat to existing or planned pedestrian, automobile, and emergency access routes through a site.

(3) Outdoor storage and display areas shall not occupy any portion of required open space, buffers, off-street parking areas, or other such required site conditions.

(4) Outdoor storage areas shall be provided on a paved surface with perimeter fencing, landscaping, or related treatment necessary to secure and integrate the storage area with the remainder of the site. An opaque screen shall be provided to adequately screen the storage area from a public street right-of-way or an adjacent zoning district different from the site. Wood privacy fence or chain link fencing shall not be allowed for screening outdoor storage areas.

D. Exterior Color. The use of bright, bold, or vibrant colors shall be consistent with the surrounding area and used primarily in accent materials or similar applications that are not determined to conflict with neighboring properties or circumvent the Sign Ordinance. This shall not restrict the use of such colors on multiple material applications if deemed to align with the area.

E. 360 Architecture. All buildings shall be designed with a consistent level of detail and interest on all sides.

3. Architectural and Site Design Characteristics – The regulations specified under this district shall apply to townhome, row dwelling, and multi-family dwellings within an R-4 (Multi-family Residential District).

A. All townhome, row, and multi-family dwellings proposed within the same development shall have a unified architectural theme. Sites where four or more buildings are proposed shall provide slight differentiation in design amongst buildings of the same size or number of units to provide for a higher level of architectural design for the site as a whole.

B. Each townhome or row dwelling façade shall be divided into a maximum of 20-foot linear sections. Multi-family façades shall be divided into a maximum of 40-foot linear sections. This requirement may be accomplished by the use of:

- (1) Window bays.
- (2) Articulation in roof lines through the use of dormers or gables.
- (3) Variation in building offsets.
- (4) The division of continuous materials.
- (5) The use of architectural accents such as chimneys, balconies, pediments, columns, cornice lines, or moldings.

Commented [KS1]: And R-5 district???

C. Each building shall be designed with same level of architectural style on all sides. For townhomes and row dwellings, a minimum of 20% of the front façade shall be comprised of brick and/or stone. For multi-family developments, a minimum of 35% of the total area of building elevations shall be comprised of brick and/or stone. In calculating wall surfaces, windows and doors shall not be considered within the calculation.

D. Exterior building materials along elevations which adjoin a public or private street shall employ a variety of textures and colors as well as window and door details.

E. Variation in building materials used shall take place with the change in building plane. However, the change in materials shall keep with the chosen architectural theme.

F. Any garage door proposed within a townhome, row dwelling, or multi-family structure shall be integrated into the façade so as not to become a prominent element of the dwelling. Garages proposed within a townhome, row dwelling or multi-family development shall be integrated into the design of the overall building and shall incorporate architectural details. This shall be accomplished with the use of windows, decorative hardware, recessed garage doors, roof canopies, trellises, columns, trim details, offsets between garages of adjacent units and paired, single-car garage doors.

G. Detached garages shall be designed with materials consistent with those used on the principal buildings within the development. Detached garages shall not be located along a public street frontage. Detached garaged shall be discouraged within townhome developments.

4. Architectural and Site Design Characteristics – Business and Neighborhood Commercial Districts. The regulations specified under this district shall apply to commercial property zoned C-2 and nonresidential uses as principally permitted within a residential district.

A. The architectural design of all buildings shall be similar in style and sense of scale to the residential neighborhood it serves or is in proximity to.

B. Buildings shall be predominately brick, stone, or similar material that provides for the appearance of permanency. The use of residential siding or similar materials consistent with the surrounding neighborhood may be used as a secondary material. Vinyl siding is prohibited.

C. The use of building materials shall follow principles of tripartite architecture where a defined base, middle, and top (roofline) are established.

5. Architectural and Site Design Characteristics – General ~~Community~~ Commercial and Highway Districts. The regulations specified under this district will apply specifically to the C-1, and C-3 Districts.

A. Buildings constructed in a General ~~Community~~ Commercial or Highway District shall be designed to sustain interest throughout the entirety of the building's exterior and reduce the appearance of a box or cube.

B. Individual buildings within a planned retail center, office park, or similar environment shall be designed with a compatible architectural style or theme.

C. In order to ensure the longevity and future usability of retail buildings in excess of 50,000 square feet (e.g., big box retailer, anchor of a strip mall, etc.) additional articulation and structural offsets shall be provided to ensure future reuse of the structure by smaller user groups. This shall be accomplished by visually separating the building into masses conducive to such reuse.

D. Buildings within the General ~~Community~~ Commercial or Highway District shall incorporate a blend of various Primary Materials including: (i) aluminum composite materials; (ii) brick; (iii) cast stone; (iv) cultured stone; (v) glass; (vi) plate cladding system; and (vii) precast concrete panels. The primary material shall consist of 75% of façades facing a public street right-of-way. Secondary materials shall include but not be limited to: (i) architectural metals (insulated metal panels, corrugated metal panels or other similar materials); (ii) copper flashing; (iii) EIFS; (iv) fiber cement siding; (v) glass block; (vi) structural composite sandwich paneling; (vii) tile; and (viii) those materials listed as primary materials. Secondary materials shall be used to further define and accent the architectural characteristics of a proposed structure and shall not comprise of more than 25% of the proposed structure. The primary street-facing façade shall consist of a minimum of 30% glazing. The City Council, after receiving a favorable recommendation from the Planning and Zoning Commission, may consider an alternative material not specifically listed above if the overall design is determined to provide a unique use of the material and meets the intent of this section in creating an appearance of permanency and sustained interest throughout the entirety of the building.

E. Ribbed metal panels shall not be permitted as an allowed principle or secondary material within the General Commercial and Highway Districts. Exception: Could be approved if a minimum 24 gauge and concealed fasteners are used.

F. No EIFS shall be allowed within 3 feet of grade.

G. Principal buildings shall be oriented and located in a manner which allows for shared access drives and/or parking with adjacent principal buildings.

H. Automobile and pedestrian corridors should be clearly defined throughout the proposed site. This should be accomplished through the use of:

- (1) Landscaped medians and islands within proposed parking areas.
- (2) Defined pedestrian corridors provided through or around parking areas between principal buildings.
- (3) Brick, stone, or similar pavement accents at critical pedestrian and automobile crossings.
- (4) Automobile and pedestrian lighting located along primary corridors within the site.

I. Interior Self Storage Buildings shall be designed and constructed so that they are compatible with adjoining commercial buildings. In addition, the following performance standards shall also apply to the design and development of interior self-storage units:

(1) All storage units shall gain access from the interior of the building, no individual unit doors may face the street or be visible from an adjoining property.

(2) One entrance and one exit overhead door shall be allowed. Whenever possible, these features shall be located on facades, which face non-residentially zoned or developed property or the public street. In no case will these features appear on the front façade or public façade where other commercial business takes place.

(3) Commercial tenant space(s) shall be included in the first floor design, which may include a retail space for the self-storage office. Tenant spaces shall extend at least 50% of the length of the façade which faces a main parking field or the public street where parking is available between the building and the public street. The intent is to emulate tenant and multi-tenant retail storefronts commonly associated with building within commercial zoning districts.

(4) Ground floor and upper floor facades shall be designed to be compatible with expected four-sided commercial design in the city's commercial districts. Examples of such architectural and design features include varied massing, proportion, façade modulation, exterior building materials and detailing, varied roof line, pedestrian scale, windows, repetition, etc. Views of storage units through windows shall be mitigated. The building shall look like a retail or multi-tenant commercial space.

[March 15, 2021 — Ordinance 2987](#)

6. Architectural and Site Design Characteristics – Industrial District. The regulations specified under this district will apply specifically to the M-1, M-2, and M-3 districts.

A. Buildings shall be compatible in architectural style or theme with surrounding buildings.

B. Buildings shall be designed with emphasis placed upon promoting interest on those facades facing a public street right-of-way and breaking up long expanses of continuous walls with specific consideration given to the treatment of entrances, doors, and window areas.

C. Buildings within the Industrial District shall be designed utilizing primary materials on those elevations facing a public street right-of-way including: (i) aluminum composite materials; (ii) brick; (iii) cast stone; (iv) cultured stone; (v) glass; (vi) plate cladding system; (vii) precast concrete panels; and (viii) fiber cement siding. Secondary materials used on the remainder of the building and comprising not more than 40% of all elevations shall include but not be limited to: (i) architectural metals (insulated metal panels, corrugated metal panels or other similar materials); (ii) EIFS; (iii) split

faced block; (iv) structural composite sandwich paneling; (v) tile; and (vi) those materials listed as primary materials. Other materials proposed as secondary materials not specifically described shall meet the intent of this section in promoting an appearance of permanency.

D. Mini warehouse/self-storage developments shall comply with the following requirements:

- (1) Facades fronting the public right of way and adjoining residential districts shall be enhanced to add visual character and distinction different from the interior of the development. Materials on these facades shall consist entirely of those materials listed as primary materials in this section.
- (2) Views of exterior access doors shall be screened from the public right of way, adjacent residential development and adjacent non-industrial or non-warehouse retail development.