



JOINT COMMITTEE AGENDA
Tuesday, July 5, 2022 at 6:00 p.m.
Adel City Hall, 301 S. 10th Street, Adel, IA 50003

NEW BUSINESS

- a) Committee of the Whole Meeting
 - a. May 3, 2022 Committee of the Whole Meeting Minutes
 - b. June 7, 2022 Committee of the Whole Meeting Minutes
 - c. Well #7 Using Remaining USDA-RD Grant Funds – McClure Contract Amendment
 - d. Island Park Camping / Soccer Lease Agreement Amendments
 - e. Ash Trees
 - f. Using Fuller’s Gas Station for Local Fuel and Kum & Go for Traveling Fuel
 - g. Other Business
- b) Public Safety Committee Meeting
 - a. October 11, 2021 Public Safety Committee Meeting Minutes
 - b. Barking Dogs
 - c. Parking Around the Downtown Square

OTHER BUSINESS

ADJOURNMENT

Committee Of The Whole
Tuesday, May 3, 2022 – Meeting Minutes

The City of Adel's Committee of the Whole met in the council chambers at Adel City Hall. McAdon called the meeting to order at 6:03 p.m. Members present: Christensen, McAdon, Miller, Ockerman, and Selby. Others present: City Administrator Brown, Finance Director Sandquist, Public Works Director Overton, Parks & Recreation Director Schenck, Police Chief Shepherd, Dorsey & Whitney rep. Bill Miller, and McClure reps. Gary Brons, Scott Port, and Brian Sandberg.

NEW BUSINESS

a) April 5, 2022 Committee of the Whole Meeting Minutes

Christensen motioned, seconded by Miller, to approve the minutes. Motion carried unanimously.

b) Water Service Analysis

Attorney Miller provided a summary of his water service analysis and the latest information related to the Des Moines metro. The committee, City staff, and Brons asked questions, but the committee did not take any action.

c) Adel Police Department Hiring Process

Shepherd stated that one Police Officer applicant is certified but has a contract with another city for wages and training costs. Shepherd stated that the City has never needed to buy out these contracts, but the labor market is different now. Shepherd proposed paying \$9,898.12 to the other city to buy out the related training costs. The applicant would cover the remaining wage buy out. Shepherd stated, if the City can hire this candidate, their certification will make them more productive and effective.

Miller asked about other certified candidates for the second opening. Shepherd stated that another certified applicant has applied but would take a pay cut to work here. McAdon asked about other candidates. Shepherd is reviewing uncertified candidates, but they will require Iowa Law Enforcement Academy training.

McAdon stated that the City can either spend money to buy out a certified applicant or spend money to train an uncertified candidate. Ockerman asked about the impact on existing staff. Sandquist noted that the payment will go to another city, whereas a hiring bonus could affect morale.

Christensen motioned, seconded by Miller, to recommend to the council to pay the training cost buy out to the other city for this Police Officer applicant. Motion carried unanimously.

d) Employee Retention and Attraction

Brown stated that, within a handful of weeks, four full-time staff members have resigned for other positions elsewhere. The reasons included better pay, better hours, and better opportunities for their families.

Christensen stated that the City needs to be aware of what the private sector is doing and the impact to taxpayers. Ockerman stated that the City needs to compete with Dallas County and with Waukee. McAdon stated that the City has tried to be aggressive with wages while remaining within budget. There may be creative ways to boost morale and recognize employees.

Christensen stated that the City should work to train entry-level employees to move up in their departments. There are 60,000 open jobs across Iowa and not enough workers. Miller stated that a subcommittee with him as chair of Personnel and Shirley as chair of Budget could work. Selby stated that all ideas should be on the table and that flexible schedules should be considered.

e) Wastewater Treatment Lab / Administration Building

Brons stated that the plans for this project are ready, and that the Wastewater Treatment Plant contractor will be providing a change order. The estimated cost is approximately \$1.3 million for construction, with another

\$200,000 for engineering, legal, and administration. Brons stated that a second cost-overflow loan will be necessary through USDA-RD.

Christensen asked whether the City would need to raise its sanitary sewer rates. Brown stated that PFM's rough projection is approximately 3.6% increase on top of the scheduled 5% increase July 1. Brons noted that the overall loan closed at a lower interest rate, so the City will have annual savings. PFM will need to carefully review the cashflow and cost estimate.

Brons stated that the City will lose its "poverty-rate" status in October when USDA-RD begins to rely on the 2020 Census demographic figures. The "market-rate" level will increase the City's interest rate. Brons stated that the change order price will only last for a brief time given rising costs.

f) North 15th Street Bridge

Brown stated that the City has until June 2024 to "let" this project to access the DOT's \$1 million construction grant. Port stated that this contract is for design and that some items may not be billed as the design is clarified.

Christensen motioned, seconded by Miller, to recommend the McClure design contract for the North 15th Street Bridge project to the council. Motion carried unanimously.

g) CIRTPA Trails

Brown stated that City staff had worked with McClure on a smaller trail project given the rising prices. The City will request that CIRTPA combine the grants to provide flexibility. Port stated that the trail has a bridge or culvert option. The bridge would be more aesthetically pleasing and less maintenance, while the culvert would be cheaper but could face storm water issues in the future.

Christensen stated that he does not want a high maintenance bridge. Overton stated that the bridge would be designed to accommodate snow blowing or plowing. Ockerman suggested removing the South 15th Street trail section until the City builds Water Tower Park. Miller asked about connecting Bailey's Grove.

Miller motioned, seconded by Christensen, to recommend the McClure design contract with the bridge and without the South 15th Street section. Motion carried unanimously.

h) Southwest Basin Study

Overton stated that Don Metcalf recently asked about a study to serve his property west of town. Brons stated that this area could flow through the City's existing infrastructure but there may be capacity issues. City staff and McClure will discuss options.

i) City Safety Program Update

Brown stated that the City's participation in the IAMU Safety Group, IMWCA, and ICAP changed the City's safety expectations and procedures for training, records, and oversight. These entities have asked the City to identify the safety manager for all City departments. Brown has discussed the issue with department heads and believes that Library, Police, and Fire can manage their own safety programs. Ockerman stated that Police and Fire typically have additional requirements. Christensen advised to document all trainings and records. McAdon stated that these entities provide a set of standards for the City to follow.

OTHER BUSINESS

Shepherd stated that the federal COPS Grant Hiring Program's deadline is June 9. The program allows cities five years to find an additional police officer and then pays 75% of the cost for three years. The committee supported considering this application at the May 10 council meeting.

ADJOURNMENT – 8:54 p.m.

Respectfully submitted: Anthony Brown, City Administrator

Committee Of The Whole
Tuesday, June 7, 2022 – Meeting Minutes

The City of Adel's Committee of the Whole met in the council chambers at Adel City Hall. McAdon called the meeting to order at 6:01 p.m. Members present: Christensen, McAdon, Miller, Ockerman, and Selby. Others present: City Administrator Brown, Finance Director Sandquist, Public Works Director Overton, Parks & Recreation Director Schenck, Police Chief Shepherd, Library Director Jayne, Fire Chief Nemechek, Patron Services Manager Puck, Parks Superintendent Waddingham, Street Superintendent Zika, Water Superintendent Goeden, Wastewater Superintendent Lansing, Street Laborer Kasap, and McClure rep. Gary Brons.

NEW BUSINESS

~~a) May 3, 2022 Committee of the Whole Meeting Minutes~~

b) Employee Retention & Attraction Ideas

McAdon stated that, amidst five resignations in two months, the council has been focused on hiring and retention efforts. Brown stated that City staff and department heads provided almost 50 proposals, which were reviewed several times by McAdon and Miller. McAdon stated that no proposals were rejected out of hand, but some will need more consideration. Miller stated that the focus has been on the most frequently requested ideas that will make an immediate impact.

McAdon stated that increasing wages received the most responses. After reviewing the FY22-23 Budget and the projected reserves, McAdon and Miller stated that one scenario would implement all increases on July 1, 2022 and an additional 3% percentage increase. Christensen asked about historical increases. McAdon stated that merit increases were discussed in 2012 but never implemented. Miller stated that progress has been made with market adjustments, but the goal now is to address rising costs and employee concerns. McAdon stated that the City's goal is to pay fairly and competitively.

McAdon noted that, with this proposal, there could be future pressure on purchasing supplies and equipment because these funds will be shifted to wages. Miller stated that some programs and projects may need to wait. Ockerman stated that the City spends more when it loses staff and must train new people. Selby noted that a new lawn mower is not effective without the staff to operate it. Christensen stated that salary increases affect everyone and are the City's biggest weakness, whereas the benefits are decent and not used by all staff. Christensen noted that the City may not be able to take this additional action every year.

The committee agreed that the consensus was to implement all wage increases on July 1, 2022 and to add an additional 3% increase.

Miller stated that another proposal is to add an additional floating holiday (i.e., currently two). McAdon stated this is for morale, though productivity would have to be managed. Miller noted that department heads need to approve floating holidays.

Selby asked about other ideas like a gym membership stipend. McAdon stated that she did not focus on that because not everyone would use it. Miller stated that the City should review benefits with insurance.

McAdon stated that modified working schedules can be reviewed by department and referred to the Personnel Committee. Ockerman stated that some departments could move to 4.5 days but still work 40 hours per week and the service impact would be minimal.

The committee agreed that the consensus was to implement a third floating holiday for all full-time staff.

Christensen asked about the City's 457b retirement plan and about accessing the State's insurance pool. Selby asked about providing vision insurance. McAdon stated that the Personnel Committee will continue to review the proposals and report back.

The council will consider action on the consensus items above on June 14.

c) Wastewater Treatment Lab / Administration Building

Brown provided a history of this building, which was initially a part of the main Wastewater Treatment Plant project. In 2020, bid prices on other major projects were increasing, and the lab / admin. building was removed from the main Plant project after consultation with McClure and City staff. The City worked with USDA-RD, McClure, Ahlers, and PFM to secure a cost-overflow loan of \$785,000 to cover the main Plant cost increases and the approximately \$500,000 lab / admin. building. Since 2020, the idea has been to use a change order on the main Plant project to construct the lab / admin. building.

In the fall of 2021, McClure coordinated with USDA-RD and Ahlers regarding the change order process and need for a second cost-overflow loan. By then, the lab / admin. building estimate was over \$1 million. The City approved an amended contract with McClure to design the building.

In May 2022, the main Plant contractor provided a change order for the lab / admin. building at \$1.25 million. This amount was for construction only, with the engineering, legal, construction administration, and interim interest costs approximately \$200,000 more. The City, McClure, Ahlers and USDA-RD continued to coordinate on the project. Ahlers determined that the lab / admin. building would need to be bid instead of change-ordered and that the eventual contractor could not access the site until the existing contractor was finished. USDA-RD advised that a new "Build America, Buy America" (BABA) law may be required, which could increase costs unless the City waited until a waiver was approved. USDA-RD also asked for a bid in-hand before providing a second cost-overflow loan. McClure advised that the costs would continue to increase given the economy and uncertainty with these other factors.

Further, the bidding process would take at least 4-6 weeks to complete, which would push this project into July. The USDA-RD interest rates are expected to increase on July 1 given the Federal Reserve's recent rate increases. The impact of these costs has not been modeled by PFM, but raising the City's sanitary sewer rates later in 2022 (which are scheduled to increase 5% on July 1) would be likely.

McAdon stated that, once the main Plant has been completed, the City will have remaining USDA-RD grant funds and State grant funds. Brons stated that this amount could be a total of \$500,000 to \$600,000. McAdon asked whether the lab / admin. building could be constructed for that amount. Brons stated that the building's current design is sparse and meets the needs of the utility. Lansing stated that he will need a kitchen-size lab for daily tests, an office, a restroom, and garage storage space. Brons stated that BABA would not apply if the City did not request a second cost-overflow loan.

McAdon stated that this situation was extremely disturbing and that there are too many variables. Ockerman stated that the electrical costs will still be expensive even if the building is downsized. Brons stated that a bid amount would clarify the situation. Christensen asked McClure and Ahlers to provide cost estimates on what it will take them to go out to bid. Christensen asked whether the main Plant will be operational without this lab / admin. building. Lansing stated that the equipment will be on site but not in the right places, so the operations will be inefficient.

Christensen stated that, if BABA is required, the contractors will increase their budgets to reflect that. Ockerman asked whether bid alternates would be helpful. Selby requested a bid to decide. Christensen

stated that he could not support a rate increase at this time. Brons noted that USDA-RD's funding availability will decrease later in August and in September until their new fiscal year begins in October.

Ockerman asked McClure and Ahlers to prepare updated cost estimates and timelines for the council to consider on June 14.

d) Well #7 Using Remaining USDA Grant Funds

Brown stated that, once the High Service Pump Building project is completed in the coming months, the City will have a significant amount of USDA-RD grant funds remaining for additional water projects. Brons stated that the Preliminary Engineering Report submitted to USDA-RD indicated an additional well would be targeted first. McClure's cost estimate is just under \$800,000 for this project. No BABA would be required. Brons noted that this well would take advantage of the generator system used by two wells.

Christensen noted that the southwest basin area will need additional water, so this additional well will be important. Brons stated that USDA-RD will be confirming the eligibility of this project soon.

e) Southwest Basin Study

Brown stated that McClure has provided several options to study this area. Christensen asked about the timeline. Brons stated that the flow monitoring should take place during spring wet weather, but a summer or fall event is possible. The studies would take approximately 13 weeks. Any implementation of major projects could take two years with permitting and bidding.

Ockerman asked whether the City would implement a moratorium on building in this area if the City were not prepared to serve it. McAdon asked Brons about the ideal month for this study, which would be March or April. Overton stated that the City could buy the flow monitoring devices and then provide the data to McClure later.

McAdon stated that the City needs to determine its desired scope and timing for this study. Christensen stated that the State's Revolving Loan Fund can providing planning loans at 0% interest for three years. Brons stated that this study would meet those qualifications. The loan could be paid off by City funds or included in a larger project loan.

f) Inflation Impacts & Potential Changes

Brown stated that the recent inflation has impacted several purchasing policies. Ockerman suggested a per diem amount for food while traveling. The committee suggested staff bring back proposals.

g) Island Park Camping / Soccer Lease Agreement Amendments

Brown stated that Schenck met with RCM Campground Investments and the ADM Soccer Club about parking concerns. The amendments would address that issue and increase the rental rate for RCM based on actual utility costs incurred by the City. Ockerman stated that MidAmerican Energy had not issued any guidance on rate increases for the coming year.

OTHER BUSINESS

Miller stated that the Adel Post Office has met with resident Robbie Fisher and a designee of Representative Cindy Axne's office regarding an ADA accessible push-button door entrance. Related to ADA issues, Overton stated that the City has hired a contractor to add truncated domes to some intersections in the Adel Estates area.

ADJOURNMENT – 8:13 p.m.

Respectfully submitted: Anthony Brown, City Administrator

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/22/2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: October 22, 2018

Owner: City of Adel, Iowa

Engineer: McClure Engineering Company, Clive, Iowa

Project: Water System Improvements Phase 1: Water Preliminary Engineering Report, new wells 5 & 6, new raw water transmission main, Bryan and Rapids Street water main replacement.

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

X Additional Services to be performed by Engineer

X Modifications to services of Engineer

X Modifications to time(s) for rendering services

Description of Modifications:

The City of Adel desires to construct alluvial Well #7 and associated raw water transmission main as identified in the Preliminary Engineering Report dated 1-13-2017. USDA-RD (RD) has been consulted and concurred with use of obligated funds for completion of the Well #7 project. RD has identified that a PER Amendment, to document the addition of this project scope to the Phase 1 project, is necessary. Therefore, adjustment to the Engineer's compensation for Basic Services, Resident Project Representative Services, and Additional Services are necessary for the design, bidding, and construction of the Well #7 project. RD has identified a revised environmental determination may be necessary, which is not included in the Engineer's scope of work and will be performed by others. Amended services to be performed by Engineer are identified in the following breakdown of services. Services not identified are excluded from the Amendment No. 1 work and the Engineer assumes no responsibility to perform any services not listed. Should additional services not included be determined necessary during completion of the Amendment No. 1 project, such services shall be negotiated through a contract amendment and/or authorization by Owner as Additional Services work to be performed at Standard Hourly Rates.

Amendment No. 1 – Scope of Services of the Engineer

Basic Services (Lump Sum):

Preliminary Design, Final Design, Bidding & Negotiating, Construction Contract Administration, Post-Construction

Resident Project Representative Services (Standard Hourly Rates)

RPR services are proposed on a part-time basis during the duration of the project's construction schedule, which is anticipated to be 12 weeks in duration.

Additional Services (Standard Hourly Rates):

*DNR Permitting & Coordination
PER Amendment Development and Coordination
Construction Staking*

Agreement Summary:

Original agreement amount:	\$ <u>642,470.45</u>
Net change for prior amendments:	\$ <u>N/A</u>
This amendment amount:	\$ <u>129,800.00</u>
Adjusted Agreement amount:	\$ <u>772,270.45</u>

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

Estimated Duration for Design, Permitting, & Bidding: 210 days
Estimated Duration for Construction Phase Services: 84 days

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

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

OWNER: CITY OF ADEL, IOWA

ENGINEER: MCCLURE ENGINEERING CO.

By: _____
Print name: _____
Title: _____
Date Signed: _____

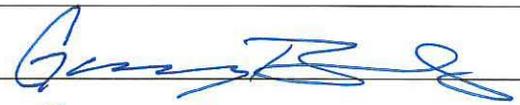
By: 
Print name: Gary Brons
Title: VP - Water
Date Signed: 06/29/2022

EXHIBIT 'A' - Amended Scope of Services

Amendment No. 1 – Water Phase 1 Projects
Water Preliminary Engineering Report, Wells 5 & 6, Raw Water Transmission Main, Bryan & Rapids Street Water Main Replacement & *New Well #7*

Project Description:

Amendment No. 1 to the Engineering Services Agreement (dated 10/22/2018) includes engineering services for the completion of a new alluvial Well #7 and associated raw water transmission main. Amendment No. 1 authorizes additional services of the engineer, based upon the estimated schedule as outlined, and includes the following services:

Basic Services - (Lump Sum Fee)	Fee
Preliminary Design Phase	\$ 24,300.00
Final Design Phase	\$ 34,200.00
Bidding or Negotiating Phase	\$ 10,000.00
Construction Phase	\$ 25,600.00
Post Construction Phase	\$ 3,500.00
Resident Project Representative Services (Standard Hourly Rates, estimated)	
Resident Project Representative	\$ 24,000.00
Additional Services (Standard Hourly Rates, estimated)	
DNR Water Supply Permitting	\$ 1,800.00
Construction Staking	\$ 3,200.00
PER Amendment Development & RD Coordination	\$ 3,200.00
TOTAL, AMENDMENT NO.1	\$ 129,800.00

Services not identified are excluded from the Amendment No. 1 work and the Engineer assumes no responsibility to perform any services not listed. Should additional services not included be determined necessary during completion of the Amendment No. 1 project, such services shall be negotiated through a contract amendment and/or authorization by Owner as Additional Services work to be performed at Standard Hourly Rates. See attached Exhibit A-2 for Engineers Standard Hourly Rate Schedule.

Opinion of Probable Cost:

Due to current market conditions, cost estimation for public improvement projects is challenging. The accompanying Engineer's Opinion of Probable Cost has been made on the basis of the Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable construction cost prepared by the Engineer. Attached as Exhibit A-3 is the Engineer's Preliminary Opinion of Probable Cost.

EXHIBIT 'A-2'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect.....	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison.....	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

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

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



EXHIBIT 'A-3'

ADEL WATER UTILITY IMPROVEMENTS
NEW WELL #7
ADEL, IOWA

5/2/2022

ENGINEER'S PRELIMINARY OPINION OF PROBABLE PROJECT COST

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	MOBILIZATION AND BONDING	1	LS	\$25,000.00	\$25,000.00
2	BONDS AND INSURANCE	1	LS	\$3,500.00	\$3,500.00
3	42-INCH DRILL HOLE	38	VF	\$450.00	\$17,100.00
4	16-INCH CASING PIPE	39	VF	\$410.00	\$15,990.00
5	16-INCH WELL SCREEN	10	VF	\$360.00	\$3,600.00
6	GRAVEL PACK	25	VF	\$185.00	\$4,625.00
7	GROUT SETUP	1	LS	\$5,300.00	\$5,300.00
8	CEMENT GROUT	34	VF	\$225.00	\$7,650.00
9	WELL DEVELOPMENT	1	L	\$2,000.00	\$2,000.00
10	TEST PUMP SETUP AND REMOVAL	1	L	\$3,500.00	\$3,500.00
11	TEST PUMPING	24	HR	\$300.00	\$7,200.00
12	WATER SAMPLES	1	L	\$4,500.00	\$4,500.00
13	WELL DISINFECTION	1	L	\$790.00	\$790.00
14	STANDARD INDUSTRIAL PITLESS UNIT, 24-IN DIA.	1	L	\$19,000.00	\$19,000.00
15	DISCHARGE COLUMN AND LINE SHAFT	1	L	\$10,800.00	\$10,800.00
16	WWPPP MANAGEMENT (NPDES GENERAL PERMIT NO. 2)	1	L	\$2,500.00	\$2,500.00
17	IMPLEMENT WWPPP	1	L	\$5,500.00	\$5,500.00
18	EXCAVATION FOR WELL DEVELOPMENT LAGOON	1	L	\$22,000.00	\$22,000.00
19	DEVELOPMENT - REMOVAL OF DRILLING MATERIALS	1	L	\$4,800.00	\$4,800.00
20	DEVELOPMENT - SURGING AND BAILING	100	HR	\$135.00	\$13,500.00
21	CHLORINE SHOCK TREATMENT	1	LS	\$2,000.00	\$2,000.00
22	VIDEO TAPING	1	LS	\$1,350.00	\$1,350.00
23	SITE EARTHWORK	5,000	CY	\$35.00	\$175,000.00
24	SEEDING	1	AC	\$8,000.00	\$8,000.00
25	ELECTRICAL, WIRING	1	LS	\$100,000.00	\$100,000.00
26	WATER PROCESS PIPE, TRENCHED, DIP, 6 IN. DIA.	300	LF	\$80.00	\$24,000.00
27	METER PIT	1	LS	\$20,000.00	\$20,000.00
28	CONTROLS, SCADA, RADIO TIE IN TO WELL #5	1	LS	\$80,000.00	\$80,000.00
29	CONTINGENCY (10%)	1	LS	\$58,920.50	\$58,920.50
				SUBTOTAL CONSTRUCTION COST	\$649,000.00
				LAND ACQUISITION & EASEMENTS	\$0.00
				ENGINEERING, LEGAL, ADMIN	\$143,000.00
				ENGINEER'S PRELIMINARY OPINION OF PROBABLE PROJECT COST	\$792,000.00

Electric Bill for Mid-Am. Energy at Island Park.

Only the June 2021 figure is missing from my research, so that was not factored in.

2021:

May = \$84.08

June =

July = \$1,659.13

August = \$1,578.65

September = \$1,578.30

October = \$1,577.95

November = \$498.23

December = \$183.98

2022:

January = \$10.00

February = \$36.20

March = \$10.00

April = \$35.87

May = \$214.10

Monthly Mid-Am. average for the above listed months is **\$622.20**

Water/Sewer/Garbage (based on 5,000 gallons of use) is **\$159.90** per month.

Since Campground is only in use roughly 6 months per year, proposed Water/Sewer/Garbage is \$79.95 per month.

Total average electric \$622.20 + Water/Sewer/Garbage @ \$79.95 = **\$702.15**



169

Nantucket Rd

Riverside Dr

9th St

N Ave

N 7th St

Grove St

Island Park & Campground



FIRST AMENDMENT TO CAMPGROUND LEASE AND OPERATING AGREEMENT - ISLAND PARK

THIS FIRST AMENDMENT to the **CAMPGROUND LEASE** AND OPERATING AGREEMENT – ISLAND PARK (“First Amendment”), is entered into as of June 14, 2022, by and between the City of Adel, Iowa (“Landlord”), and RCM Campground Investments, LLC (“Tenant”), a limited liability company organized and existing under the laws of the State of Iowa.

RECITALS

WHEREAS, the Landlord and Tenant entered into a Campground Lease and Operating Agreement (the “Lease Agreement”) on May 11, 2021, for the Island Park campground; and

WHEREAS, the Lease Agreement is for a five year term, with an expiration date of May 15, 2026; and

WHEREAS, the Landlord and Tenant want to amend the Lease Agreement to adjust the rental rate, and to clarify issues related to public parking.

NOW, THEREFORE, the parties agree as follows:

1. Section 3, RENT, of the Lease Agreement is hereby amended by revising the first sentence in that paragraph as follows:

Tenant agrees to pay Landlord as rent **\$700 per month**, in advance commencing on October 15, 2022, and on the fifteenth day of each month thereafter, during the term of this lease.

2. A new Section 23, Parking, is hereby added to the Lease Agreement as follows:

23. PARKING. Public parking is available within the city-owned areas of Island Park with the exception of designated camping sites. Public parking is available on a first-come first-serve basis.

Except as provided in this First Amendment, all provisions of the Lease Agreement remain in full force and effect.

LANDLORD:

CITY OF ADEL, IOWA, an Iowa municipality

James Peters, Mayor

Resolution No. 21- 44

**A RESOLUTION AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN
THE CITY OF ADEL AND RCM CAMPGROUND INVESTMENTS, LLC FOR
SEASONAL OVERNIGHT CAMPING AT ISLAND PARK CAMPGROUND**

WHEREAS, the City of Adel, Iowa (“City”) and RCM Campground Investments, LLC (“RCM”), an Iowa limited liability corporation, desire to enter into a lease agreement for seasonal overnight camping at the City’s Island Park Campground; and

WHEREAS, the City and RCM 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 RCM Campground Investments, LLC for seasonal overnight camping at the City’s Island Park Campground.

Passed and approved this 11th day of May, 2021



James F. Peters Mayor

Attest: Brittany Sandquist
Brittany Sandquist, City Clerk

CAMPGROUND LEASE AND
OPERATING AGREEMENT

ISLAND PARK

ADEL, IOWA

WHEREAS, the City of Adel, Iowa, owns a park known as Island Park, which is generally located at 2400 Nantucket Road, Adel, IA 50003; and

WHEREAS, Island Park contains a campground that has previously been operated by the City of Adel for seasonal overnight camping; and

WHEREAS, the City of Adel desires to lease the campground to a private individual or company who will manage and maintain the campground for seasonal overnight camping; and

WHEREAS, the City of Adel issued an RFP on February 23, 2021 seeking proposals from individuals or companies to lease and operate the campground; and

WHEREAS, RCM Campground Investments, LLC, submitted the winning proposal in response to the City of Adel's RFP and desires to lease the campground and provide overnight seasonal camping opportunities within Island Park.

NOW, THEREFORE, THIS LEASE, made and entered into this 11th day of May, 2021, by and between the City of Adel ("Landlord"), whose address, for the purpose of this lease, is 301 S. 10th Street, Adel, Iowa, 50003 and RCM Campground Investments, LLC, ("Tenant"), whose address for the purpose of this lease is 915 Cottage St., Adel, IA 50003.

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Dallas County, Iowa:

See attached Exhibit A.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging (the "Leased Premises"), for a term beginning on May 15, 2021, and ending on May 15, 2026, upon the condition that Tenant performs as provided in this lease.

The following facilities within the Leased Premises shall remain open and available to the general public, and Tenant agrees not to restrict access to such facilities:

- A. Playground set
- B. Boat portage near the pedestrian bridge
- C. The pedestrian bridge
- D. The dam and sand beach area
- E. Bathhouse and restrooms
- F. Access to the adjacent soccer complex shall be provided at all times

Throughout the term of the lease, the City shall be allowed access to the Leased Premises for the purpose of planting trees, adding playground mulch, to energize/winterize water sources as needed with changing seasons and to maintain, repair and replace the City's electric and water facilities within the Leased Premises.

2. USE OF LEASED PREMISES. Tenant shall not use the Leased Premises for any unlawful purpose. Tenant shall operate a seasonal overnight camping facility on the Leased Premises which shall be open to the public. The seasonal opening and closing dates for the campground shall at minimum be April

15 through October 31, and are subject to special circumstances inclusive of but not limited to negative weather conditions. Tenant further agrees to operate the campground consistent with the terms provided in its RFP proposal, which by this reference are incorporated herein.

In operating the campground, Tenant shall act as a reasonable and prudent operator of the campground. Tenant shall operate the campground with a goal of delivering exceptional customer service and in accordance with industry standards. Tenant shall provide the City with the name and contact information of an individual who is available 24 hours a day throughout the camping season to address questions or concerns regarding the campground. Tenant shall have an attendant on site at the Leased Premises during the following hours of the camping season:

An on-site campground attendant shall be present at the following times, each day, throughout the camping season: 8:00 am to 10:00 am 2:00 pm to 4:00 pm 6:00 pm to 8:00 pm

3. **RENT.** Tenant agrees to pay Landlord as rent \$615 per month, in advance commencing on May 15, 2021, and on the fifteenth day of each month thereafter, during the term of this lease. Rental payments shall be subject to any applicable credit, as described in Paragraph 6(A) below.

Annually, on each anniversary date of this Agreement, the parties shall meet and review the utility charges for the Leased Premises over the prior year. If the utility charges have exceeded the rental income for the year, the parties agree that the rental rate shall be adjusted upwards in such amount as will cover the anticipated utility expenses for the Leased Premises for the forthcoming year. It is intended that the rental rate shall cover the City's utility costs for the Leased Premises.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at three percent (3%) per month.

4. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. **CONDITION OF PREMISES.** It shall be the duty of the Tenant to maintain the campground facilities in a neat and clean condition at all times, and shall permit no unnecessary waste therein. This shall include, but is not limited to the following:

- A. Maintaining the bathhouse facilities in a neat & sanitary manner
- B. Maintaining the overall Leased Premises by mowing, grass trimming, etc.
- C. Keeping the campground area free of garbage/debris/etc.
- D. Maintaining the firewood pile in an orderly condition
- E. Keeping the fire rings clean

6. **TENANT IMPROVEMENTS.**

A. Tenant shall make the following improvements to the Leased Premises prior to opening for the 2021 camping season:

- 1. Bath House
 - Replace shower valves (2)
 - Replace ballcocks (6)
 - Replace shower heads (2)

- Replace urinal valves (2)
- Replace faucet cartridges (4)
- Replace GFCI outlets (3)
- Replace supply stop (1)
- Replace toilet stool (1)
- Replace water heater (1)
- Skylights (repair or replace, as needed)
- Replace fascia boards
- Fence – add missing boards
- Paint exterior

2. Picnic tables
 - Repair, power wash and paint
3. General area and camp site
 - Repair water hydrants, electrical site boxes, grade and fill holes, add rock to pads, construct rules sign, clearly mark camping spaces
4. Shelter House
 - Electricity and lights in working order

The cost of this work is estimated to be \$10,030.00. Tenant shall retain receipts and submit such receipts to the City once the work has been completed. The actual costs, as demonstrated in submitted receipts, for Tenant's improvements shall be assessed as a credit against Tenant's monthly rental obligations.

B. Tenant may only make permanent improvements to the Leased Premises with the prior written approval of Landlord. The design and specifications shall be provided and given to Landlord for approval before construction in order that the design may conform to Landlord's overall plans for the park. Tenant shall comply with and be responsible for compliance with all applicable rules, regulations and ordinances of all agencies governing such facilities. Tenant, by execution of this Agreement, shall indemnify Landlord of all public and private liability associated with the installation, operation, and maintenance of such improvements as Tenant may make under this lease, except that which is solely caused by the sole negligence of the Landlord.

C. Tenant shall not make any other structural alterations or permanent improvements in the Leased Premises without first obtaining Landlord's written consent, such consent shall not be unreasonably withheld.

D. Upon completion of any Tenant Improvements, Tenant shall, within a reasonable time thereafter, furnish Landlord, at no charge: (1) a certificate certifying that the Tenant Improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all laws, rules, ordinance and governmental rules, regulations and orders; (2) one electronic set of as-built drawings covering the Tenant Improvements installed by Tenant in the Leased Premises plus the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters that make up the Tenant Improvements. Tenant shall keep said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Leased Premises.

E. All of the Tenant Improvements shall be furnished, supplied, installed and constructed by Tenant at its sole cost and expense.

F. Ownership of Tenant Improvements paid for by Tenant shall remain with Tenant over the full term of this Agreement (subject to early termination).

G. Title to all Tenant Improvements and fixtures and equipment which cannot be removed without causing structural damage shall at the option of the Landlord vest in Landlord upon termination or expiration of this Agreement. Landlord may require Tenant to remove any or all of its removable furniture, fixtures, equipment or other non-fixed improvements.

H. All construction work done, equipment supplied and installed and interior design and decor furnished by Tenant pursuant to this Section shall be at its sole cost and expense, free and clear of liens for labor and material and Tenant shall hold Landlord harmless from any liability in respect thereto. Tenant shall ensure that if any liens are placed on the Leased Premises as a result of actions taken or not taken by Tenant, Tenant shall (i) immediately remove any such liens to the full satisfaction of Landlord or (ii) if any such lien is being contested in good faith by Tenant, post a bond satisfactory to Landlord in the amount of such lien

7. CARE AND MAINTENANCE.

A. Tenant takes the premises as is, except as herein provided.

B. Landlord shall keep the following in good repair: playground, trees, bridge/dam, parking area, driveways and sidewalks. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant. Landlord shall be responsible for maintaining the dump station system.

C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (B) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

8. UTILITIES AND SERVICES. Landlord shall pay for all utilities and services which may be used on the premises. Landlord shall be responsible for garbage collection from the Leased Premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

9. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

10. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant

waive all rights of recovery against each other. The Landlord shall maintain insurance coverage over the permanent buildings located within the premises (bathhouse, restrooms, shelter house, etc.)

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured on a primary and noncontributory basis. Waiver of subrogation in favor of the Landlord is required. In addition to primary policy limits, the Tenant shall procure and maintain Umbrella or Excess Insurance limits of no less than \$1,000,000. This policy shall be endorsed to include the Landlord as an additional insured on a primary and noncontributory basis. Waiver of subrogation in favor of the Landlord is required

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** To the fullest extent permitted by law, Tenant shall defend, pay on behalf of, indemnify, and hold harmless Landlord, its officers, employees, agents, elected officials, volunteers and others working on behalf of Landlord (the "Indemnified Parties") from and against any and all claims, demands, suits, and losses, including any and all outlay and expense connected therewith, and for any damages that may be asserted, claimed or recovered (collectively, "Claims") against or from any of the Indemnified Parties, by reason of personal injury, including bodily injury or death, and property damage, including loss of use, that arises out of or is connected or associated with Tenant's operations or use of the Leased Premises (or any other portion of Island Park actually used by Tenant). Tenant's obligation contained in this section will not apply if the Claims arise solely by the negligence or the willful misconduct of any of the Indemnified Parties, and Tenant's obligations contained in this section shall be limited to the extent any Claims arise in part due to the negligence or willful misconduct of any of the Indemnified Parties.

Tenant expressly assumes full responsibility for any and all damage caused to the Leased Premises resulting from the activities of Tenant, its officers, employees, contractors, subcontractors, those it brings onto the Leased Premises, and others affiliated with Tenant, unless the damage is caused solely by the negligence or the willful misconduct of any of the Indemnified Parties, provided, that Tenant's responsibility shall be limited to the extent such damage is caused by the negligence or the willful misconduct of the Indemnified Parties.

No officer, elected official, agent, or employee of Landlord will be liable for any acts or omissions of Tenant, its officers, employees, contractors, subcontractors, those it brings onto the Leased Premises, and others affiliated with Tenant, or for any conditions resulting from the operations or activities of Tenant, its officers, employees, contractors, subcontractors, those it brings onto the Leased Premises, and others affiliated with Tenant either to Tenant or to any other person, nor shall Landlord be liable for any loss of or damage to any personal property, fixtures, or equipment of Tenant installed or stored in the Leased Premises or elsewhere on Island Park (collectively, "Lessee's Personal Property"). The risk of loss or damage to Tenant's Personal Property rests solely with Tenant, and Landlord will not be liable for damage to or loss of Tenant's Personal Property. Landlord shall not be liable for the failure of Tenant to perform any of its obligations under this Lease or for any delay in the performance of any of its obligations under this Lease.

14. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

15. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall

have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than ten (10) consecutive days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. EARLY TERMINATION BY LANDLORD. Landlord has the right to terminate this lease, for any reason, upon thirty (30) days' advance written notice to Tenant.

18. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

19. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the

parties hereto.

20. **APPLICABLE LAW.** This Agreement shall be construed under and shall be governed by the laws of the State of Iowa.

21. **BOOKS OF ACCOUNT.** Tenant shall keep and maintain accurate books and records of accounts to show receipts of said campground. Such books and records shall at all times, be available for examination by the City of Adel or its agents. A written report will be submitted to the Parks & Recreation Department on an annual basis including total number of campsites used and total receipts.

22. **EMERGENCY CLOSURES.** The City reserves the right to make all decisions on camper evacuations in the event of weather related emergencies, including flooding. Tenant shall cooperate and comply with any such determinations by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first written above.

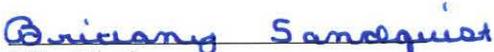
LANDLORD:

CITY OF ADEL, IOWA, an Iowa municipality



James Peters, Mayor

ATTEST:



Anthony Sandquist
City Clerk

TENANT:

RCM CAMPGROUND INVESTMENTS, LLC

By: 

FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF ADEL AND THE **ADEL-DESOTO SOCCER CLUB**

THIS FIRST AMENDMENT to the LEASE AGREEMENT (“First Amendment”), is entered into as of June 14, 2022, by and between the City of Adel, Iowa (“Landlord”), and the Adel-DeSoto Soccer Club (“Tenant”), an Iowa nonprofit corporation.

RECITALS

WHEREAS, the Landlord and Tenant entered into a Lease Agreement (the “Lease Agreement”) on April 1, 2020, for the soccer field, storage garage and concession area; and

WHEREAS, the Lease Agreement is for a three year term, with an expiration date of April 1, 2023; and

WHEREAS, the Landlord and Tenant want to amend the Lease Agreement to clarify issues related to public parking.

NOW, THEREFORE, the parties agree as follows:

1. A new Section 10, Parking, is hereby added to the Lease Agreement as follows:

10. PARKING. Public parking is available within the city-owned areas of Island Park with the exception of designated camping sites. Public parking is available on a first-come first-serve basis.

Except as provided in this First Amendment, all provisions of the Lease Agreement remain in full force and effect.

LANDLORD:

CITY OF ADEL, IOWA, an Iowa municipality

James Peters, Mayor

ATTEST:

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

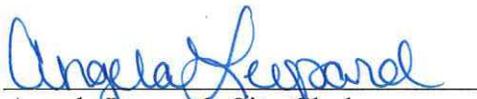
WHEREAS, the City and the Club have agreed to the attached lease agreement.

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 10th day of March, 2020.



James F. Peters Mayor

Attest: 

Angela Leopard, City Clerk

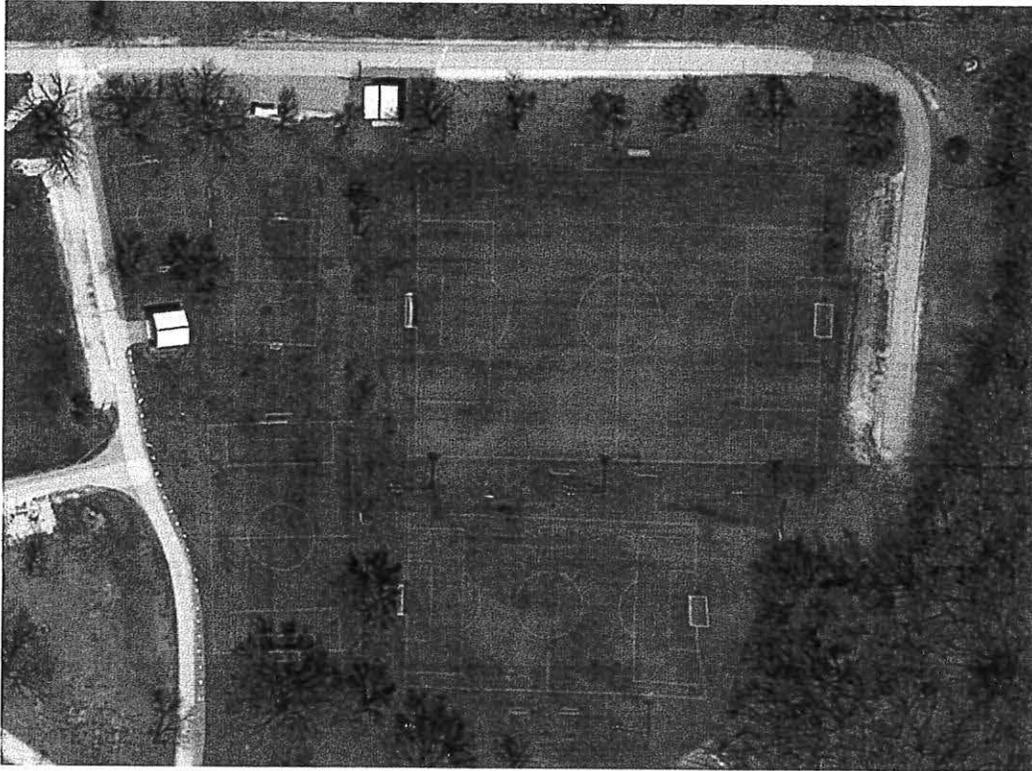
LEASE AGREEMENT

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