



**COMMITTEE OF THE WHOLE AGENDA**  
*Tuesday, March 7, 2023 at 6:00 PM*  
**Adel City Hall, 301 S 10th Street, Adel, IA 50003**

**NEW BUSINESS**

- a) February 7, 2023 Committee of the Whole Meeting Minutes
- b) Hotel Study Update – Brenda Patek with Patek Hospitality Consultants, Inc.
- c) Island Park Campground Project Requests – RCM Campground Investments, LLC
- d) Interim Management and Operations Proposal
- e) Water Utility Update
- f) Greater Dallas County Development Alliance Draft Funding Agreement
- g) FY23-24 Budget – Proposed Levies
- h) Licenses and Certifications
- i) South Dallas County Landfill Annual Report

**OTHER BUSINESS**

**ADJOURNMENT**

**Committee of the Whole**  
**Tuesday, February 7, 2023 – 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 6:00 p.m. Members present: Christensen, McAdon, Miller, and Ockerman. Selby arrived after item "a." Others present: City Administrator Brown, Finance Director Sandquist, Public Works Director Overton, Parks & Recreation Director Schenck, and Police Chief Shepherd.

**NEW BUSINESS**

**a) January 3, 2023 Committee of the Whole Meeting Minutes**

Motion by Christensen, seconded by Miller, to approve the minutes. Motion carried 4-0 (Selby was absent)

**b) Hotel Study Update – Julie Brown with GrandStay Hospitality, LLC**

Julie Brown with GrandStay Hospitality gave a presentation on why updating the City's late 2019 hotel feasibility study is important. An update, approximately \$5,000, could capture the new demand generators.

McAdon stated that earlier hotel studies or projects have been unsuccessful. Ockerman, Christensen, and Selby noted that an adjacent restaurant or included conference room would entice business customers. The hotel study update will be considered further at the February 14 council meeting.

**c) Satellite Center, LLC, and AT&T North Water Tower Lease Agreements**

Todd Chapman with Satellite Center, LLC gave a presentation on his company's interest in leasing antenna space on the City's North Water Tower. The agreement would be like his South Water Tower lease. The committee expressed support. This item will be considered further at the February 14 council meeting.

City Administrator Brown noted that City staff is involved in a renewal negotiation with AT&T on the same tower. Ockerman stated that it would not make sense to hire a third party to double-check the lease rates.

**d) ADM Soccer Club Soil Quality Restoration Project – Consider Request to Assist with Water Cost**

Ben Johns with the ADM Soccer Club gave a presentation on the Club's proposed soil quality restoration project in Island Park. Over the years, the fields have not been able to regrow or regenerate optimally. The Club is looking for grant funding on a \$20,000 project to rebuild the fields, but the water cost is separate.

The committee expressed support for the project and for supplying funding, but not altering the water cost.

**e) FY23-24 Budget Items**

City Administrator Brown and McAdon provided an overview of the State Legislature's proposed property / tax bills. For FY23-24, the City could use a mixture of fund balances and raised levies to fill any shortfall. Ockerman suggested keeping the proposed budget as-is and reviewing what bills are passed and signed.

Brown asked for clarification on whether the FY23-24 Budget would include funding for any items related to a potential new Fire Station. Selby and Ockerman provided an update on their planning with the Fire Department and potential factors and opportunities. The committee agreed to keep the FY23-24 Budget as proposed and for the City's Public Safety Committee to continue reviewing and discussing this issue.

**OTHER BUSINESS**

Miller noted that City Administrator Brown's review will occur at the February 14 council meeting.

**ADJOURNMENT – 8:10 p.m.**

Respectfully submitted: Anthony Brown, City Administrator

**Proposal for a Proposed Hotel Development  
To be located in  
Adel, Iowa**

**February 17, 2023**

**Prepared for:**

**Mr. Anthony Brown  
City Administrator  
City of Adel, Iowa**

**Patek Hospitality Consultants, Inc.**  
N57 W27841 Walnut Grove Court  
Sussex, Wisconsin 53089  
**(262) 538-0445**

**Patek Hospitality Consultants, Inc.**  
**N57 W27841 Walnut Grove Court**  
**Sussex, Wisconsin 53089**  
**(262) 538-0445**

February 17, 2023

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

Dear Mr. Brown:

It was a pleasure to speak with you this week. We are pleased to submit this proposal to conduct a study of potential market demand and prepare a statement of estimated annual operating results for a proposed hotel located in Adel, Iowa.

To assist you in evaluating the potential demand for the project and to provide critical planning parameters for you and other interested parties, we have provided the following proposal. This document would identify potential market demand for the subject hotel including a discussion on the market and potential sites, recommendations on the type of property best suited for the market, a supply and demand analysis, a five-year estimate of occupancy and average daily rate, and a statement of estimated annual operating results that could be used to obtain financing, a franchise or management agreement. We intend to conduct a study as detailed below.

### **APPROACH TO THE STUDY**

The study would be concerned with the determination of current and potential future demand for hotel accommodations in the market area; assessment of existing and potential future competitive supply; and the share of the market that could reasonably be attained by the proposed hotel. We would visit Adel and Dallas County and meet with you, other local officials and interested parties to gather information about the community and the potential need for a hotel. We would tour the community and conduct our research and analysis. Our approach to such a study would be as follows:

**Site Analysis:** The following attributes of up to three potential sites will be evaluated (as identified by the City): access, visibility, surrounding area, present use, relationship to demand generators, relationship to area amenities, and advantages/disadvantages of the site. Based on

these criteria, we will recommend a site that we believe is most appropriate for hotel development.

**Area Review:** Based on economic data gathered during the fieldwork, it will be determined whether the market area appears to be economically viable to support hotel development. Economic data is also assembled using local, city, and county websites, state agency websites, U.S. Census Bureau, U.S. Bureau of Labor Statistics, and other sources deemed relevant.

**Primary Research:** Primary research would consist of interviews with key demand generators and those persons knowledgeable with the local economic development situation and local hotel market. These interviews could be done in person or by telephone and include, but not be limited to: city officials in economic development and planning, Chamber of Commerce, Convention & Visitors Bureau, competitive hotels including an inspection of the hotel properties, and potential demand generators.

During our fieldwork, we will discuss with you and other local officials the potential demand generators (corporate, leisure, and group) that are located in Adel and Dallas County. We would need to call on these demand generators and would ask for your assistance in this process. We have found that we have more success when we receive contact names and phone numbers from local officials and in many cases, an introduction will be made that our company would be calling on them. We usually ask to speak with the person within the organization that is making hotel reservations. The survey that we would conduct would be to garner information on that company's needs for hotel rooms, rates they are willing to pay, and the type of amenities and facilities they would like to see developed. This task is something that we could discuss further during our fieldwork. The information obtained through this telephone survey would be summarized and presented in our report.

**Competitive Market** - The present supply of hotel rooms in the market area, the potential additions to supply and the markets served or to be served by those properties will be reviewed. An inspection of the competitive hotels will be conducted during our fieldwork. A competitive property profile and projections of growth in supply will be prepared. Through interviews, file data, and a STR\* report, an estimate of market occupancy and average daily rate (ADR) will be provided.

**Demand** - We will determine the major segments of demand and discuss the growth in demand for each of those segments, based on historical data. Based on our research, we will estimate demand for hotel rooms over a five- to seven-year period.

**Recommended Facilities:** Recommendations for appropriate facilities will be provided for the proposed hotel, based on our market findings which will best meet demonstrated market demand. These facilities could include: type of hotel (i.e. limited-service, extended-stay, all-suite), number and type of guest rooms, meeting rooms, and other amenities and facilities deemed appropriate such as food and beverage outlets and recreational features. These recommendations could assist an architect and planner with the basis for a design program for

the subject hotel and will provide the basis for our estimate of occupancy and average daily rate.

A list of potential hotel franchises and contact information for their franchise representatives will be presented in a separate letter. We would be pleased to provide an email introduction between yourself and these individuals and assist in such a way to facilitate a discussion. We understand you have had discussions with Julie Brown of GrandStay Hospitality and will keep this brand in mind as we conduct our research and analysis.

**Market Position of the Subject Property (Occupancy and Average Daily Rate):** After completing the estimate of the future supply and demand for rooms in the market area, we will estimate the share of the market that the subject property should reasonably be expected to capture, by market segment, for the first five years of operation. Occupancy and average daily rate for the subject hotel for each of those five years will be estimated. This is intended to be representative of potential results that may be achieved assuming efficient and competent management and an effective marketing program. Our analysis will include an evaluation of the future market position of the subject hotel versus the existing competition.

**Statement of Estimated Annual Operating Results:** Using the market research as a basis, we would prepare a statement of estimated annual operating results that would include occupancy, average daily rate, sales and operating expenses for each of the first five years of operation. This statement would include all revenues and expenses and result in a "bottom line" of Income Before Rent, Depreciation, Interest and Taxes on Income. Since the estimated operating results would be based on estimates and assumptions that are subject to uncertainty and variation, we would not represent them as results that will actually be achieved. The report that includes the statement of estimated annual operating results could be used in obtaining mortgage financing, or in negotiating a lease, franchise or management agreement.

## **REPORT**

The information will be presented in a report for your internal use and guidance to determine whether to proceed with development of this hotel. The report will also be appropriate to share with hotel companies, developers, management companies, and lenders/investors. The report will include a discussion of the market area, the site, the competitive hotel market, recommendations on the type of property best suited for the market, estimates of occupancy and average daily rate for the first five years of operation, and a statement of estimated annual operating results.

Two copies of the report will be delivered to you at the completion of the assignment as well as an electronic version of the report. The following section headings will appear in the final report.

- Executive Summary
- Project Concept and Recommendations

- Site Location Analysis
- Market Area Overview
- Hotel Supply and Demand Analysis
- Market Position and Penetration of the Proposed Hotel
- Statement of Estimated Annual Operating Results

## **ASSUMPTIONS AND LIMITATIONS OF THE STUDY**

The report will be subject to the following limitations.

1. The conclusions reached are based upon our present knowledge of the lodging market in the competitive area as of the completion of fieldwork.
2. As in all studies of this type, the estimated operating results are based upon competent and efficient management and assume no significant change in the competitive position of the lodging industry in the immediate area from that set forth in the study.
3. Estimated operating results are also based on an evaluation of the present general economy of the area and do not take into account, or make provision for the effect of any sharp rise or decline in local or general economic conditions which may occur.
4. The estimates of operating results, to the best of our knowledge and belief, reflect our best judgment, based on present circumstances of the expected conditions and the expected course of action for the operation of the hotel. There will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.
5. We do not warrant that our estimates will be attained; they will be developed based upon information obtained during the course of our market research and are intended to reflect the expectations of a typical hotel developer/investor as of the report date.
6. It is understood that the report will be prepared primarily for your internal use and guidance as well as that of developers, hotel companies, and lenders/investors. The report and material submitted may not be used in any prospectus or printed material used in connection with the sale of real estate, securities or participation interests to the public or through advertising, public relations, news, sales, or other media without our prior written consent.
7. The scope of the study would not include the possible impact of zoning or environmental regulations, licensing requirements or other such matters unless they have been brought to our attention and are disclosed in the report.
8. We have no obligation to update the findings regarding changes in market conditions that occur subsequent to the completion of fieldwork.

9. Any drafts or preliminary information communicated to you during the course of the assignment are for internal management use only and may not be disclosed to any outside third parties without our prior written consent.
10. The Client (City of Adel, Iowa) has disclosed to Patek Hospitality Consultants, Inc. (PHC) all relevant information, conditions, data, and other information that Client deems relevant to PHC's production of the Report. Unless specifically brought to the attention of PHC, PHC will assume that there are no hidden or unexpected conditions or information that would adversely or otherwise affect the study and analysis leading to the Report. PHC expresses no opinion and gives no advice concerning matters that require legal or specialized expertise, investigation or knowledge such as, without limitation, engineering, tax, accounting, zoning, signage, hazardous substance/waste, wetlands, franchise or other technical or developmental matters. Market studies involve the interpretation of evolving events and the research and review of highly confidential information, the accuracy of which cannot be assured. The risk of unknown or unanticipated events or conditions is an additional variable for which there is no remedy. Client understands these limitations and interprets all research, analysis, and projections accordingly.
11. Our liability with respect to this report is limited to the total fees as set forth herein. Our responsibility is limited to the Client and use of this report by third parties shall be solely at the risk of the Client and/or third parties.
12. Payment of our fees and expenses billed to conduct this assignment are payable within 30 days. Fees and expenses are due and payable regardless of whether or not conclusions reached by PHC coincide with Client's expectations. Fees and expenses are in no way related to conclusions reached or projections provided by PHC.

#### **FEES AND STUDY TIMETABLE**

At the beginning of this study, we will plan to meet with you to discuss your plans for the proposed hotel and how to proceed with the project. We will keep you informed of the progress of our work by telephone. If at any time during the course of the study, we form an initial opinion that there is insufficient demand for the project, all work will be stopped at that point and the findings will be discussed with you. If you would like the assignment to be terminated at that time, you will be billed only for the time and expenses actually incurred to date at a fee not to exceed \$5,000.

Our fee for this project will be \$10,000 plus out-of-pocket expenses such as travel, hotel, meals, telephone, postage, and report production. You will be billed for the actual expenses incurred, which we estimate will not exceed \$1,100 (this expense estimate does **not** include the cost of the STR report that is discussed below).



A Smith Travel Research (STR\*) historical trend report is an outside resource that we usually commission to supplement our research and analysis regarding occupancy and average daily rate trends for hotels in a market area. The cost of this report is \$600, which will be billed to you in our final invoice. Whether a STR report could be commissioned for the market will be discussed further during our fieldwork. We understand we would have to go outside the Adel market to assemble a viable competitive set for the STR report.

\*STR is a research company based in Hendersonville, Tennessee that began collecting data in the 1980s and today 68,000 hotels with 9.1 million rooms globally submit monthly data to the STR program. STR reports are specific to a market, and we would include those hotels, which would be determined by the demand interviews, of where demand from Adel and Dallas County is currently staying. The report would provide historical performance for a competitive set including occupancy, average daily rate, supply and demand changes, revenue, and weekday versus weekend demand. We believe this would be beneficial for this hotel project in order to have a better understanding of the historical competitive market performance and to prepare estimates of future performance for the proposed hotel. The report presents the information as an aggregate and does not provide individual property data.

Our fees include meetings with city officials that are conducted during our fieldwork. Our fees **do not** include attending additional meetings requested such as city council, economic development, or similar such meetings to discuss/present our findings and recommendations. Should you require our attendance at such meetings, you would be billed for our time and travel at our regular per diem rate of \$150 per hour.

A retainer of \$5,000 is requested at the start of the assignment. The remaining fees and expenses will be billed at the completion of the assignment and will be payable within 30 days. A draft of the report will be sent to you for your review. If you do not respond to the draft report within 30 days, we may be required to update our findings at an additional fee.

Based on our present scheduling, we could begin the assignment within one to two weeks of receiving your signed proposal and requested retainer. We anticipate discussing our preliminary findings within two to three weeks from the start of the assignment with a draft report to follow within two to three weeks from our preliminary results, barring unforeseen circumstances. Upon receiving your approval of the draft report, an additional week would be required for printing the final report.

**ACCEPTANCE**

If this proposal, valid until May 31, 2023, is correct in stating the type of work you are requesting and if the arrangements are satisfactory, please sign a copy of this proposal and return it to us, together with the retainer, as our authorization to schedule the assignment. If you have any questions, please call us at (262) 538-0445. We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

*Patek Hospitality Consultants, Inc.*

Patek Hospitality Consultants, Inc.

**ACCEPTED:**

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

**DATE:** \_\_\_\_\_

## PATEK HOSPITALITY CONSULTANTS, INC.

Brenda S. Patek, President  
N57 W27841 Walnut Grove Ct.  
Sussex, Wisconsin 53089  
(262) 538-0445  
Fax (262) 538-0449  
Cell (262) 719-3867  
patekhc@aol.com

### Experience:

- 6/93-Present      ***Patek Hospitality Consultants, Inc.***, President  
Sussex, Wisconsin  
Conduct market demand, economic financial feasibility and impact studies for the hospitality industry. Provide consulting services to owners, operators, developers, municipalities, and lending institutions in the hospitality industry.
- 3/89-5/93      ***BDO Seidman***, Senior Manager, Hospitality Consulting Group  
Chicago, Illinois  
Hired, trained and supervised four staff consultants. Conducted studies regarding market demand, economic feasibility, impact analysis and site selection for the hospitality industry.
- 3/83-3/89      ***Pannell Kerr Forster***, Senior Manager, Management Advisory Services  
Chicago, Illinois  
Conducted market demand and economic feasibility studies for hotels, resorts and conference/convention centers; supervised three staff consultants together with six-month intern program; coordinated publication for the Midwest edition of Trends, a monthly survey outlining trends in the industry including collection, calculation and analysis of all data used.
- 1/82-2/83      ***University of Wisconsin***, Market Research Assistant,  
Recreation Resources Center, Madison, Wisconsin  
Did market research for feasibility studies and valuation of hotels.
- Education:**      University of Wisconsin - Stout  
Menomonie, Wisconsin  
Bachelor of Science in Hotel and Restaurant Management, December 1981
- Memberships:**      Wisconsin Hotel & Lodging Association

## **Patek Hospitality Consultants, Inc.**

**N57 W27841 Walnut Grove Court**

**Sussex, Wisconsin 53089**

**(262) 538-0445**

**(262) 538-0449 Fax**

**patekhc@aol.com**

February 17, 2023

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

Dear Mr. Brown:

We are pleased to provide this letter with additional information about Patek Hospitality Consultants, Inc. As president and the only employee of this firm, I complete the project from start to finish including proposal preparation, fieldwork, analysis, and report writing.

As the resume of qualifications indicates, I have been in the hotel consulting business for nearly 40 years; first with two different accounting/consulting firms in Chicago and for the past 29+ years I have had my own business. The primary area of concentration is in conducting hotel feasibility studies for either new development or for re-positioning of existing hotels. I work with a variety of hotel types and brands ranging from full-service hotels, to limited-service to extended-stay, all-suite, and boutique and also price ranges from upper end to economy.

The type of studies typically includes Market Demand studies for internal use and includes estimates of occupancy and average daily rate for the subject hotel. The full Market Feasibility studies include preparing statements of estimated annual operating results to be used for financing purposes. Over the past eight years, I have completed over 150 assignments that included Market Demand and Market Feasibility Studies, as well as general consulting assignments. A representative list of clients follows together with a list of references. With the hotel companies, I have either conducted assignments directly for them or they have referred me to a developer (or potential franchisee). Many of the assignments are completed for an individual developer that results in a one time only project; however, I have several clients that I have completed multiple projects for and these are also listed.

**Hotel Companies**

Intercontinental Hotels Group  
 Hilton Hotels Corp.  
 Marriott International  
 GrandStay Hotels  
 Cobblestone Hotels  
 Choice Hotels  
 Wyndham Hotels

**Developers/Companies of Multiple Projects**

Kineth Hotel Corp.  
 Dora Hotel Company  
 Evolve Hospitality, Inc.  
 Gorman & Co.  
 Cobalt Partners, LLC  
 E05 Hotels

**References (Municipalities)**

Pete Nelson  
 Dir. Planning & Zoning  
 Princeton, Illinois  
[pnelson@princeton-il.com](mailto:pnelson@princeton-il.com)  
 (815) 875-2631, ext. 1007

Doug Martin  
 Director of Economic Development  
 McHenry, Illinois  
[dmartin@cityofmchenry.org](mailto:dmartin@cityofmchenry.org)  
 (815) 363-2110

John Harrenstein  
 City Administrator  
 North Mankato, MN  
[johnharrenstein@northmankato.com](mailto:johnharrenstein@northmankato.com)  
 (507) 625-4141, ext. 222

Scott Flory  
 City Administrator  
 Clear Lake, IA  
[slawrenceflory@cltel.net](mailto:slawrenceflory@cltel.net)  
 (641) 357-5267

**References (Hotel Companies)**

Shawn Siemers  
 InterContinental Hotel Group  
 Lafayette, IN 47905  
[Shawn.siemers@ihg.com](mailto:Shawn.siemers@ihg.com)  
 (765) 426-6368

Scott Gold  
 Marriott International  
 Rosemont, IL 60018  
[scott.gold@marriott.com](mailto:scott.gold@marriott.com)  
 (224) 515-8182

Julie Brown  
 GrandStay Hospitality  
 Brooklyn Park, MN 55428  
[julieb@grandstayhospitality.com](mailto:julieb@grandstayhospitality.com)  
 (515) 321-3812

Chris Brock  
 Hilton International  
 Memphis, TN 38117  
[chris.brock@hilton.com](mailto:chris.brock@hilton.com)  
 (901) 374-5609

Anna Jakubek  
 Cobblestone Hotels  
 Neenah, WI  
[ajakubek@cobblestonehotels.com](mailto:ajakubek@cobblestonehotels.com)  
 (920) 277-8897

**References (Developers):**

Jeff Schrader  
Kinseth Hotel Corp.  
Coralville, IA 52241  
jschrader@kinseth.com  
(847) 202-7954

Tim Dora  
Dora Hotel Co., LLC  
Fishers, IN 46037  
tdora@dorahotelco.com  
(317) 863-5700

Matt Jacobs  
Evolve Hospitality, Inc.  
Lena, IL 61032  
[mjacobs@evolvehosp.com](mailto:mjacobs@evolvehosp.com)  
(815) 238-4309

Pramit Patel  
E05 Hotels  
Chicago, IL  
pramitpatel@eo5hotels.com  
(678) 592-6119

If I can provide you with additional information or answer any questions you may have regarding the information in this letter, please call us at (262) 538-0445.

Sincerely,

*Patek Hospitality Consultants, Inc.*

Patek Hospitality Consultants, Inc.  
Brenda S. Patek, President

## Anthony Brown

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**Subject:** FW: Project proposals

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**From:** Rowdy Merial <[7rockallen1@gmail.com](mailto:7rockallen1@gmail.com)>

**Sent:** Friday, February 24, 2023 2:44 PM

**To:** Nick Schenck <[nschenck@adeliowa.org](mailto:nschenck@adeliowa.org)>

**Subject:** Project proposals

**CAUTION:** This email originated from outside the City of Adel's internal network. Do not click links, open attachments, or process requests unless you recognize the sender, know the content is safe, or verify that the request is authentic.

Good afternoon Nick,

We are working on 3 ideas to add to the Island Campground.

One you are already aware of is the FHU sites for the 12 northend camp sites. And we will be turning paperwork in for that early next week.

The others are adding a 21' x 43 semi inground swimming pool with fence around if necessary.

And 3rd we would like to have potentially 3 music festivals this year that we will be serving beer, wine & food. We would make sure none of the dates would interfere or take away from anything the City of Adel has planned.

RCM investments will also have a liquor license and Dram insurance in place. We are also visiting the option of having that aspect catered by a local bar to promote their business.

I spoke with Lieutenant Book about supplying security for these events. And we would hire his officers as a private entity and pay him directly.

All 3 of these potential projects are equally time sensitive. Since their is licensing, scheduling dates, purchasing and installing involved.

Let me know how to move forward getting a decision on these matters made as quickly as possible. Thank you for your time - Rowdy Merial

## FHU – Sites 12 North side of Campground

1. East & West length of 4" PVC Scheduled 40 solid waste pipe is 252' Long
2. Individual site risers are 4" PVC Scheduled 40 solid waste pipe  
They will terminate just above ground level
3. North & South length of 6" PVC Scheduled 40 solid waste pipe is  
257' long
4. Septic Holding Tank is 1, 200 galloons

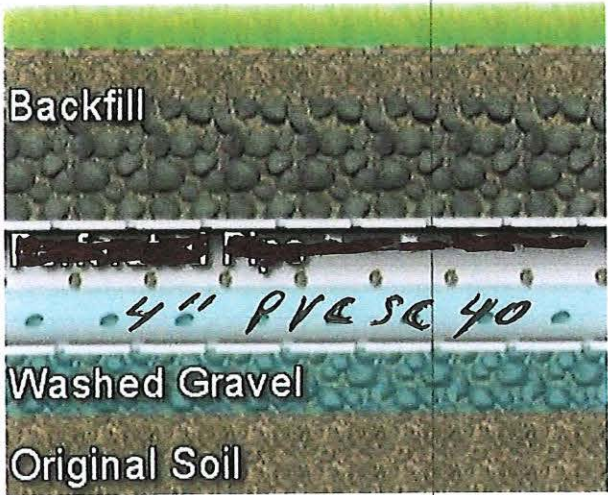
All Plumbing will be installed according to the UPC – Uniform Plumbing Code



Sewer Main  
+  
Risers







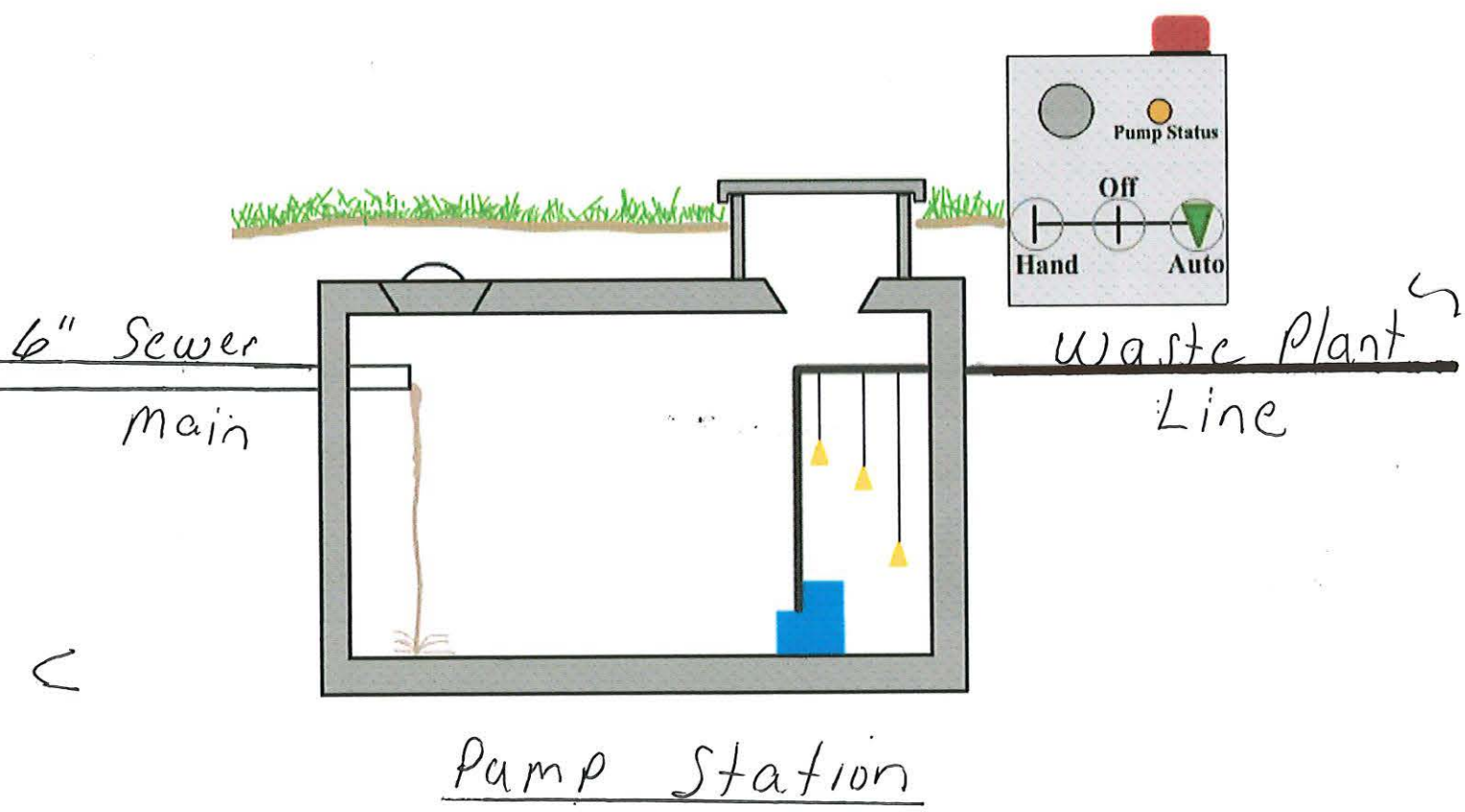
Backfill

Washed Gravel

Original Soil

4" PVC SC 40

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**GRANT AGREEMENT  
IN SUPPORT OF  
DALLAS COUNTY DEVELOPMENT, INC.  
(GREATER DALLAS COUNTY DEVELOPMENT ALLIANCE)**

THIS GRANT AGREEMENT (“Agreement”) is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF ADEL, IOWA, a municipality (“City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended, and DALLAS COUNTY DEVELOPMENT, INC., an Iowa nonprofit corporation doing business as Greater Dallas County Development Alliance (the “Alliance”).

WITNESSETH:

WHEREAS, the Alliance is an Iowa nonprofit corporation organized and incorporated for the purpose of furthering economic development in Dallas County, Iowa, including within the City of Adel, Iowa; and

WHEREAS, the Alliance has in the past engaged in activities to promote economic development in the City’s corporate limits, including activities promoting business development, workforce development, and the creation and retention of jobs and industries within the City; and

WHEREAS, the Alliance intends to continue in the future to engage in activities promoting economic development in the City and assisting the City in implementing the City’s economic development goals; and

WHEREAS, City desires to provide the Alliance with funds to support and incentivize the Alliance to continue to promote economic development and job creation and retention within the City; and

WHEREAS, the City and the Alliance now desire to enter into this Agreement whereby the City will make annual grants to the Alliance to be used in furtherance of economic development and job creation or retention within the City, pursuant to the terms and conditions of this Agreement (the “Economic Development Grants”).

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Alliance Representations and Warranties. The Alliance makes the following representations and warranties:

a. The Alliance is an Iowa non-profit corporation, duly organized and validly existing under Iowa law.

b. During the term of this Agreement, the Alliance shall continue to promote economic development and job creation and retention within the City, and assist in implementing the City’s economic development goals.

c. The Alliance shall operate its business and expend all Grant funds received from the City under this Agreement in compliance with all federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee or funding recipient because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

d. During the term of this Agreement, the Alliance shall undertake projects and provide services which further economic development within the City's corporate limits, as more particularly described on Exhibit A attached hereto (which projects and services are referred to herein as "Economic Development Projects").

e. The Alliance shall expend all Grant funds received under this Agreement only on eligible Economic Development Projects.

Section 2. Economic Development Grants. For and in consideration of the Alliance's commitments and obligations under this Agreement, the City agrees to make up to two (2) consecutive annual payments to the Alliance, corresponding to Fiscal Year 2022-2023 and Fiscal Year 2023-2024, each in the amount of up to Fifteen Thousand Three Hundred Eighty-Two Dollars and Fifty Cents (\$15,382.50) (collectively referred to as the "Economic Development Grants" or "Grants"), pursuant to the following terms and subject to the following conditions:

a. At the time of each payment of an Economic Development Grant, the Alliance must be in compliance with all terms of this Agreement, including but not limited to filing of Monthly Reports and attendance at City Council meetings consistent with Section 4 of this Agreement, and proper use of any previously received Economic Development Grant funds.

b. The amount of each annual Grant shall be determined in the City's sole discretion, to be considered for approval by the City Council annually during the City's budgeting processes. The parties agree it is within the City Council's discretion to determine not to appropriate a Grant payment for any given year.

c. Subject to the terms and conditions of this Agreement being satisfied, the City intends to provide the Fiscal Year 2022-2023 Grant within 30 days of execution of this Agreement and to provide the Fiscal Year 2023-2024 Grant between July 1, 2023 and August 15, 2023.

Section 3. Aggregate Amount of Economic Development Grants. Under no circumstances shall the aggregate amount of the Economic Development Grants made by the City to the Alliance under this Agreement exceed Thirty Thousand Seven Hundred Sixty-Five Dollars (\$30,765) over the two (2) years.

Section 4. Reporting Requirements.

a. After the execution of this Agreement and until the Termination Date (as defined in Section 11), the Alliance shall report to the City Council regarding its Economic Development Projects, including providing monthly written reports and attending at least one City Council meeting each Fiscal Year. Further, the Alliance agrees to use its best efforts to send a representative to attend additional City Council meetings, as requested by the City, and to attend other meetings

organized by the City and/or by other entities promoting economic development efforts within the City, as requested by the City.

b. After the execution of this Agreement and until the Termination Date (as defined in Section 11), the Alliance shall provide a written monthly report to the City regarding: (i) the recent Economic Development Projects undertaken by the Alliance using Economic Development Grant funds and (ii) other recent economic development activities that the Alliance has undertaken (within the City or within other areas of Dallas County). Upon receipt of the Alliance's monthly reports, the City shall review the report and may request additional substantiating information, including but not limited to invoices, receipts, and detailed information about any of the projects.

c. After the execution of this Agreement and until the Termination Date (as defined in Section 11), the Alliance shall attend at least one City Council meeting each Fiscal Year in order to give a presentation to the City Council. The annual presentation shall include: (i) updates on all completed, in-progress, or proposed Economic Development Projects using Economic Development Grant funds, and (ii) an overview of economic development activities that the Alliance has undertaken in other communities and other areas of Dallas County within the prior year.

#### Section 5. Non-appropriation/Limitations on Grants.

a. Notwithstanding anything in this Agreement to the contrary, each Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or legal opinion to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make a Grant to the Alliance if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction or an attorney retained by the City that the use of public funds (i.e., money in the City's General Fund) to provide a Grant to the Alliance, is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the Iowa Code as then constituted. Following any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to the Alliance. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period of six months following such notice to the Alliance, then the City may terminate this Agreement, without penalty or other liability to the City, by written notice to the Alliance.

Section 6. Events of Default. If the Alliance fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the obligation to disburse all Economic Development Grant funds under the conditions of this Agreement or to properly document such expenditures, an Event of Default under this Agreement shall have occurred.

Section 7. Remedies. If an Event of Default occurs, and the Alliance fails to cure the Event of Default within thirty (30) days after written notice from the City, the City may take any one or more of the following actions:

- a. Suspend payment of Economic Development Grants;
- b. Terminate this Agreement; or
- c. Take any legal or equitable action deemed appropriate to enforce the Alliance's obligations under this Agreement.

Section 8. Notices. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Alliance, is addressed or delivered personally to Dallas County Development, Inc./Greater Dallas County Development Alliance at 7037 Vista Drive, West Des Moines, IA 50266; Attn: Executive Director; and

b. In the case of the City, is addressed to or delivered personally to the City of Adel at, 301 S. 10th Street, P.O. Box 248, Adel, IA 50003; Attn: City Clerk.

Section 9. Conflicts of Interest. The Alliance will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential Economic Development Projects undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives Grant funds.

Section 10. Termination Date; Renewal. This Agreement shall terminate and be of no further force or effect on and after December 31, 2024, unless the Agreement is terminated earlier by the other terms of this Agreement. Notwithstanding the foregoing, the City and the Alliance may agree to renew this Agreement by written amendment executed by duly authorized representatives of the City and the Alliance and following all appropriate legislative actions by the City's governing body to approve said amendment to this Agreement and to authorize additional funds for this Agreement.

Section 11. Miscellaneous.

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



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

c. Successors. The Alliance's successors in interest are not third-party beneficiaries to the Grants under this Agreement and the parties do not intend that any rights in connection with the Grants be conferred upon any third party as a result of this Agreement.

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

e. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement.

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

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

(SEAL)

CITY OF ADEL, IOWA

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

ATTEST:

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

STATE OF IOWA            )  
  ) SS  
COUNTY OF DALLAS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared James F. Peters and Carrie Erickson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Adel, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Grant Agreement – City of Adel, Iowa]*

DALLAS COUNTY DEVELOPMENT,  
INC., an Iowa nonprofit corporation,  
doing business as Greater Dallas County  
Development Alliance

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

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

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

ATTEST:

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

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

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

STATE OF IOWA            )  
  ) SS  
COUNTY OF DALLAS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Dallas County Development, Inc., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

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

*[Signature page to Grant Agreement– Dallas County Development, Inc.]*

EXHIBIT A  
CRITERIA OF ECONOMIC DEVELOPMENT PROJECTS

Activities, projects, and services that are eligible “Economic Development Projects” under this Agreement shall further one or more of the following goals:

- Planning and implementing programs which further economic development within the City, including regularly coordinating and communicating with City partners such as the Adel Chamber of Commerce, the Greater Des Moines Partnership, and Mid-Iowa Planning Alliance
- Providing financial assistance to existing or new businesses related to job retention or creation
- Maintaining active marketing efforts to promote business development and expansion within the City
- Marketing specific properties within the City for new development and redevelopment, to target new and expanded businesses
- Coordinating efforts with the City and City partners to improve the quality of life and environment in the community with a focus on quality recreation, education, jobs, and cultural opportunities
- Working with the Adel Chamber of Commerce on updating LOIS sites
- Assisting the City with land annexation plans (e.g., reaching out to real estate agents and landowners, facilitating meetings)

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## SF181 Analysis

### SF181 Impact to Property Tax Revenue

#### TENTATIVE PLAN - Adjust Rates Without Caps

	Property Tax Revenue Before SF181	Property Tax Revenue After SF181	Increase (Decrease) to Property Tax Revenue	Property Tax Rate Before SF181	Property Tax Rate After SF181	Increase (Decrease) to Property Tax Rate
Regular General Levy	\$ 1,758,309	\$ 1,706,208	\$ (52,101)	8.10000	8.10000	0.00000
Liability, Property & Self Insurance Costs	\$ 93,539	\$ 93,539	\$ -	0.43091	0.44406	0.01315
Emergency	\$ 58,610	\$ 56,874	\$ (1,736)	0.27000	0.27000	0.00000
FICA & IPERS (If General Fund At Levy Limit)	\$ 306,540	\$ 306,540	\$ -	1.41214	1.45526	0.04312
Other Employee Benefits	\$ 463,492	\$ 463,492	\$ -	2.13517	2.20037	0.06520
Debt Service Levy	\$ 459,232	\$ 459,232	\$ -	1.95176	2.00662	0.05486
	<u>\$ 3,139,722</u>	<u>\$ 3,085,885</u>	<u>\$ (53,837)</u>	<u>14.29998</u>	<u>14.47631</u>	<u>0.17633</u>

#### Scenario 1 - Maintain Stable Total Tax Rate

	Property Tax Revenue Before SF181	Property Tax Revenue After SF181	Increase (Decrease) to Property Tax Revenue	Property Tax Rate Before SF181	Property Tax Rate After SF181	Increase (Decrease) to Property Tax Rate
Regular General Levy	\$ 1,758,309	\$ 1,706,208	\$ (52,101)	8.10000	8.10000	0.00000
Liability, Property & Self Insurance Costs	\$ 93,539	\$ 90,769	\$ (2,770)	0.43091	0.43091	0.00000
Emergency	\$ 58,610	\$ 56,874	\$ (1,736)	0.27000	0.27000	0.00000
FICA & IPERS (If General Fund At Levy Limit)	\$ 306,540	\$ 297,458	\$ (9,082)	1.41214	1.41214	0.00000
Other Employee Benefits	\$ 463,492	\$ 449,759	\$ (13,733)	2.13517	2.13517	0.00000
Debt Service Levy	\$ 459,232	\$ 446,678	\$ (12,554)	1.95176	1.95176	0.00000
	<u>\$ 3,139,722</u>	<u>\$ 3,047,746</u>	<u>\$ (91,976)</u>	<u>14.29998</u>	<u>14.29998</u>	<u>0.00000</u>

### SF181 Impact to Fire Service Revenue

	Fire Service Revenue Before SF181	Fire Service Revenue After SF181	Increase (Decrease) to Fire Service Revenue
Adams Township	\$ 22,629.80	\$ 22,030.19	\$ (599.61)
Adel Township	\$ 52,491.53	\$ 51,597.78	\$ (893.75)
Colfax Township	\$ 53,866.42	\$ 53,568.44	\$ (297.98)
	<u>\$ 128,987.75</u>	<u>\$ 127,196.41</u>	<u>\$ (1,791.34)</u>

## **3. COMPENSATION**

### **3.1 PAY PLAN**

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. The City competes for a talented, dedicated workforce in the same labor market as private sector employers. Accordingly, the City frequently assesses the labor market in order to determine the competitiveness of your pay plan. We offer a competitive total compensation package and a work environment where you can feel good about your contribution to improving the community where you work.

### **3.2 LICENSE AND CERTIFICATION PAY**

The City will provide additional compensation to an employee's base rate of pay for obtaining and maintaining the following licenses and certifications when they are related to an employee's job duties, but not required of the position:

Water Treatment / Operations Certificate	50 cents per level per hour
Water Distribution Certificate	50 cents per level per hour
Wastewater Treatment / Operations Certificate	50 cents per level per hour
Wastewater Collection Certificate	50 cents per level per hour
Certified Pool Operator License	20 cents per hour
Pesticide Applicator License	20 cents per hour

An employee will receive the additional compensation as set forth above beginning the pay period after the employee has obtained the license or certification.

### **3.3 WAGE INCREASE POLICY**

Wage increases will be set by the budget committee in conjunction with the personnel committee. The wage and wage increase processes are not subject to the Complaint Resolution Procedure in section 10.

### **3.4 JOB CLASSIFICATION**

The job classification plan shall consist of the various classification titles as approved by the City Council. The plan shall be administered by the City Administrator to ensure that the job class specifications are accurate and current.

For purposes of salary administration and eligibility for overtime payments and employee benefits, the City classifies its employees as follows:

**South Dallas County Landfill Agency  
2022 Annual Report to Adel City Council  
February 23, 2023**

The South Dallas County Landfill Agency is located on the northwest side of the City of Adel and spans about 68 acres of abandoned clay pits. The permitted service area is the City of Adel and the Metro Waste Authority (MWA) service area (all cities and the unincorporated areas in Polk County, the cities of Dawson, Linden, Minburn, Perry, Redfield, and Waukee, and the unincorporated area of Dallas County; the cities of Mingo and Prairie City in Jasper County and the city of Jefferson in Greene County). Municipal solid waste is only received from the City of Adel. Construction and demolition waste may be received from the entire planning area through a reciprocal agreement with MWA. The landfill also accepts recyclable materials.

The portion of the site that has been or will be used for waste disposition occupies approximately 42.5 acres. The southwestern fill area was capped and closed in 1992 (11.34 acres). The northeastern vertical expansion fill area was reopened in 1992 (12.36 acres) and is also now closed. Phase 1 of the horizontal expansion to the West began operation in Fall 1998 and is now filled and has intermediate cover. Phase 2 construction was completed Spring 2005 and also is now filled and has intermediate cover. Phase 3 was constructed in 2011 and Phase 4 was constructed in Fall 2017; both are partially filled, have intermediate cover, and are part of a redesign to direct water away from both Phase 3 and Phase 4. Phase 5 (that includes a portion of the old SW Area) was constructed during Fall of 2021, has received “choice” waste to protect the liner and leachate collection system, and is now the current working face.

The landfill’s permit was renewed for another five years on January 11, 2021.

The Annual Report provides an update on environmental issues and on operations for calendar year 2022 and recognizes the contributions of staff to the successes of the Landfill.

Operations include a disposal area for garbage, an area for brush, and an area for recyclable materials. GPS installed on both the compactor and the dozer continue to be valuable to make sure space is used to the fullest extent. Major equipment is budgeted and upgraded on a schedule to maximize the efficiency of operations; replacement occurs approximately every five years, depending on hours of usage, to minimize repair costs as equipment ages. 2022 saw the replacement of the water truck. Long-range budgeting for expansion and equipment is practiced to provide for the future disposal of waste.

Revenues increased for fiscal year 2022 by 20.1% due to more gate receipts over the prior year, reflecting more building activity in Adel and increased gate fees. Expenses increased by 20.6% because of increased salaries and benefits and operational expenditures, including solid waste contract fees, fuel, and leachate disposal fees. The Landfill continues to aim for efficiency, while funding current operations; planning for the construction of future cells and equipment purchases; and reserving funds for the eventual closure and post-closure requirement for landfills.

IDNR approved a revised treatment agreement with the City of Adel on August 24, 2021, that allowed the Landfill to discharge additional leachate to the City's wastewater treatment facility, updating the previous treatment agreement from December 2002. To reduce disposal fees and to further stabilize the cells, the Landfill is employing a leachate recirculating system in Phases 3 and 4. Over the years, the Landfill has expanded with additional waste cells, each with a Flexible Membrane Liner lined-base and leachate collection system to better collect and reduce remaining leachate in the cells.

SDCL's Comprehensive Solid Waste Plan that was approved by IDNR on September 19, 2020, continues to be implemented. The Action Plan included educational components like developing stickers for the Ankeny Sanitation totes to encourage proper recycling; the informational stickers were placed on the City's residential totes Summer, 2021, and continue to be placed on the recycling totes of new residents and replace damaged stickers on current totes.

Periodic social media posts promote the proper disposal of waste oil and batteries.

The Landfill continues to sponsor the Spring Household Hazardous Materials (HHM) event, held annually with Metro Waste Authority support and the assistance of the Adel Lions Club members. In April 2022, 115 residents dropped off 4,126.4 pounds of various household wastes that would otherwise have been landfilled, including batteries, oil, paint, pesticides and other items, compared with the 2021 HHM Event, which brought in nearly 3,000 pounds from 92 residents.

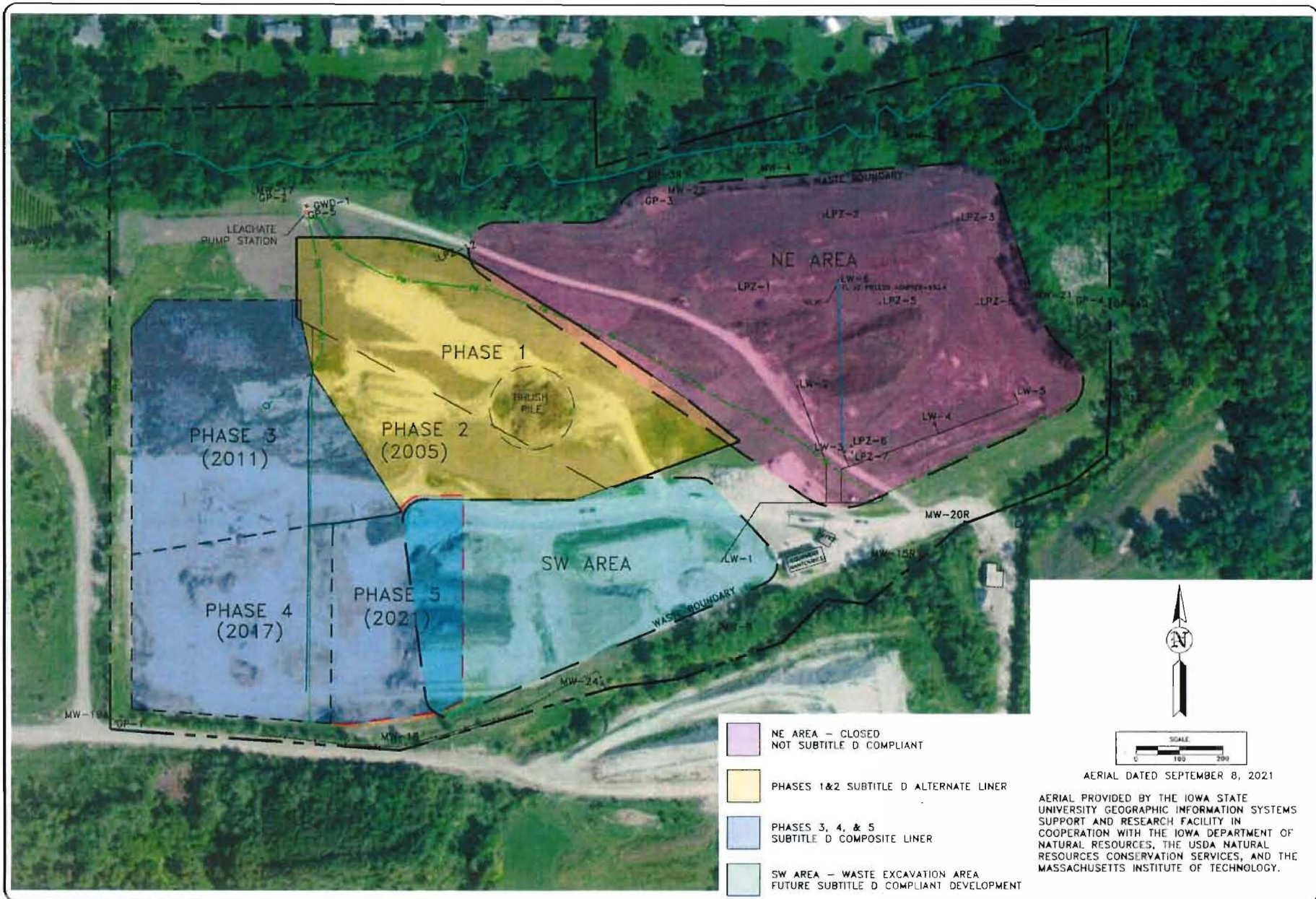
The Landfill meets all of the requirements of the Iowa Department of Natural Resources, complying with all State and Federal regulations. A testing schedule for contaminants and methane gas is maintained. The reclamation of the SW Area continues under the permission of the IDNR, recovering soil for daily and intermediate cover, removing the old waste to a FML lined cell in compliance with IDNR rules, and providing more area for future Adel waste. While the excavation of the SW Area is only partially complete, the Landfill was able to add the completed western portion of the excavation into the development of Phase 5 during Fall 2021 and Phase 5 is currently receiving waste.

The Landfill was one of three nominees for the 2022 Adel Partners Chamber of Commerce Business of the Year at Celebrate Adel on April 21, 2022. The Landfill also was featured in the Chamber News column in the November, 2022, [Adel Living Magazine](#). Board Chair Shirley McAdon received [CityView's Business Journal](#) "22 From 2022 Business People Who Made a Difference Award" at the awards ceremony on November 3, 2022.

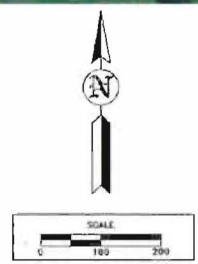
Patrons are encouraged to read much more about the Landfill on the Landfill's website: [sdclandfill.com](http://sdclandfill.com)

Prepared by Shirley McAdon, SDCLA Board Chair





- NE AREA - CLOSED  
NOT SUBTITLE D COMPLIANT
- PHASES 1&2 SUBTITLE D ALTERNATE LINER
- PHASES 3, 4, & 5  
SUBTITLE D COMPOSITE LINER
- SW AREA - WASTE EXCAVATION AREA  
FUTURE SUBTITLE D COMPLIANT DEVELOPMENT



AERIAL DATED SEPTEMBER 8, 2021

AERIAL PROVIDED BY THE IOWA STATE UNIVERSITY GEOGRAPHIC INFORMATION SYSTEMS SUPPORT AND RESEARCH FACILITY IN COOPERATION WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES, THE USDA NATURAL RESOURCES CONSERVATION SERVICES, AND THE MASSACHUSETTS INSTITUTE OF TECHNOLOGY.

FIGURE: 1

REVISION	NO.	DATE
DRAWN	JGR	3/11/22
PROJECT NO.	6045-21A	

AERIAL VIEW

SOUTH DALLAS COUNTY SANITARY LANDFILL  
ADEL, IOWA

HLW Engineering Group  
204 West Broad Street, P.O. Box 314  
Story City, Iowa 50248  
Phone: (515) 733-4144  
FAX: (515) 733-4146

