



ADEL CITY COUNCIL AGENDA
Monday, November 3, 2025 at 6:00 PM
Adel City Hall, 301 S 10th Street Adel, IA 50003
SPECIAL SESSION

FULL AGENDA PACKET ACCESS *To access the full Agenda Packet please visit [Agendas & Minutes \(adeliowa.gov\)](https://www.adeliowa.gov/agendas-minutes) and click on the link to the Agenda Packet for this meeting.*

COMMENTS FROM THE PUBLIC

- 1.a. Update from Bray Associates on the City of Adel Facility Needs Assessment for Police and Fire Station and Operational Analysis for Fire Services

CONSENT AGENDA

- 2.a. October 7, 2025 Committee of the Whole Meeting Minutes
- 2.b. Consider Approval of City Minutes Dated October 14, 2025
- 2.c. Consider Approval of City Minutes Dated October 16, 2025
- 2.d. Consider Approval to Ratify Zipp's Pizzeria To Operate Their Mobile Food Units at Island Park for the Shoot the Moon Tournament on October 24-26, 2025

DEPARTMENT HEAD REPORT

- 3.a. Update on Annexation Efforts

NEW BUSINESS

- 4.a. Consider Approval of Resolution No. 25-75, Setting Public Hearing on Whether to Grant a Private Storm Sewer Easement to Impakt Real Estate LLC within a Part of 7th Street Right of Way, a Part of Outlots 25 and 27, and a Part of Vacated Sixth Street, All in Adel Outlots, An Official Plat in the City of Adel
- 4.b. Discussion on the Organizational Effectiveness Report Provided by Theia Management Consulting
- 4.c. Discussion of Public Improvement Options for Gravel Roadways Within City Limits
- 4.d. Agreement for Garbage and Recycling Services with Ankeny Sanitation Expiring June 2026
- 4.e. Discussion on Assessment Philosophy for Future Projects
- 4.f. Discussion of Potential Incentive Revision for Project in the City of Adel Urban Renewal Area

OTHER BUSINESS

ADJOURNMENT



AGENDA ITEM NO. 1.a
AGENDA SECTION: COMMENTS
FROM THE PUBLIC

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE:

November 3, 2025

AGENDA HEADING:

Update from Bray Associates on the City of Adel Facility
Needs Assessment for Police and Fire Station and Operational
Analysis for Fire Services

ATTACHMENTS:

**Adel Committee of the Whole
October 7, 2025 - 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: McAdon, West, Ockerman, and Selby. Trout was absent. Others present: Deputy City Administrator/Finance Director Sandquist, City Clerk Erickson, Police Chief Book, and Community Development Director Nichols.

NEW BUSINESS

2.a. September 2, 2025 Committee of the Whole Meeting Minutes

Approved by acquiescence from all Council Members present.

2.b. Executive Summary & Discussion on Cashflow for the South Dallas County Landfill

Deputy City Administrator/Finance Director Sandquist explained that resident charges through Ankeny Sanitation and the landfill would be managed as separate funds. Jon Burmeister from PFM presented a utility analysis similar to those done for water and sewer services, noting that landfill tonnage would drop by half in 2026 due to metro waste no longer contributing, but emphasized the landfill has zero debt and is one of the strongest utilities they've reviewed. Future revenue impacts would only occur if a new cell is developed. Council Member West inquired about capital outlays and was informed by Mike Fountas, director of the landfill, that these are planned for machinery upgrades. Fountas also explained that a decline in home construction over the past three years led to reduced operating receipts. Regarding staffing, Sandquist confirmed that salaries and benefits would fall under the city, with benefits being more generous than the landfill employees currently receive. Salaries would be comparable. West praised the landfill's management and its strong outlook, while Council Member McAdon highlighted the benefit of maintaining low prices for residents. Council Member Ockerman concluded by recommending the landfill be brought under city control and moved to council for consideration.

2.c. Discussion on Special Assessment Options for the Rapids Street Reconstruction Project

Alex Schlader, McClure Engineering, presented three assessment options for funding a portion of the Rapids Street Reconstruction Project: the CPI Method, which uses a Flint formula to calculate unit costs per parcel and averages around \$7,700 per resident (excluding the school); the Straight Flint Method, offering five scenarios based on property owner assessments; and the Area Method, which assesses properties up to 300 feet from the right-of-way, potentially including residents a block away. Council Member Ockerman noted that assessments are added to property taxes with a 10-year repayment period and up to 9% interest. Council Member Selby confirmed the CPI method was used for Main Street, but Ockerman clarified that project had grant funding, which isn't available now due to population limits. Deputy City Administrator/Finance Director Sandquist said the current project would be financed through general obligation (G.O.) bonds. Council Member West questioned whether cities of similar size still use assessments, and Schlader responded that fewer do, with Ankeny only assessing new developments. Council Member McAdon suggested eliminating the Area Method, while Selby raised concerns about the fairness of assessments given past tax abatements. West and Ockerman debated maintaining precedent, with West opposing continued assessments in older parts of town. McAdon argued that residents should contribute if improvements increase property value. Ultimately, McAdon favored the CPI and Flint Method scenario 5 for their lower average costs. Ockerman moved the issue to council. He also questioned why water/sewer improvements weren't funded with revenue bonds, and Jon Burmeister with PFM suggested using existing improvement funds or exploring TIF (Tax Increment Financing) to avoid raising taxes or rates.

2.d. Discussion of Potential Incentives for Project in the City of Adel Urban Renewal Area

Deputy City Administrator/Finance Director Sandquist shared that a couple is interested in launching a light manufacturing startup—a beverage mixing and distribution facility—and

is considering a parcel in Adel near Visions Parkway, though another community is also being considered due to potentially better incentives. Sandquist proposed offering a 100% TIF rebate for five years and asked if Council would support negotiating with those terms. Council Member Ockerman clarified that TIF applies only to city and county taxes, not schools, though Sandquist noted the school is still included in their current calculations. Council Member Selby asked about the competing community's offerings, which include lower land prices, grants, and abatements. Council Member McAdon emphasized the importance of job creation and business value, with Sandquist estimating five full-time jobs initially, growing to ten, and an assessed value of around \$1 million. While Adel has a commercial tax abatement policy, Sandquist requested flexibility beyond that to remain competitive. Selby suggested leveraging financial institutions for better rates and supported the 5-year TIF rebate, with Council Member West agreeing, especially given the job opportunities. West also raised the idea of giving staff more freedom to negotiate with developers before seeking Council approval, asking Brittany to draft guidelines for that. Ockerman concluded by urging action, noting the land has remained unused for 35 years.

2.e. Discussion on the Council's Previous Decision to Set October 31st as the Official Date Each Year for City-Wide Trick-or-Treating/Beggar's Night

The Council had a short discussion about not going back on their previous decision to hold City-Wide Trick-or-Treating/Beggar's Night on the 31st of October each year. There will be a conflict with different community groups each year, so holding the city-wide trick-or-treating on the same date each year will be consistent.

2.f. Discussion Regarding the Condition of Gravel Roadways Within City Limits

Deputy City Administrator/Finance Director Sandquist informed the council that the initial \$98,000 quote for paving on 288th Trail was based on 3 inches of pavement, which is insufficient, and the cost would need to be doubled to nearly \$200,000 for the required 6 inches. She brought this to the Council due to requests from residents near 288th Trail and for the Council to consider issues with the three gravel roads within city limits. Council Member West noted that a previous seal treatment failed after rain, making the road difficult to drive on, and clarified that Dallas County is responsible for maintaining the road. Alex Schlader with McClure Engineering suggested adding rock as a temporary fix to keep it safe and open to traffic. Council Member McAdon questioned whether the issue falls under the city's responsibility, and Schlader confirmed that a 1,200-foot stretch is the city's responsibility. Sandquist added that the current quote covers more than just the section from Quail to Prospect. Council Member Ockerman emphasized doing the project properly or not at all, suggesting white rock as a better alternative. McAdon asked if the other gravel roads should also be considered, and Sandquist noted that the city's annexation efforts will have the other two gravel roads within city limits, but currently they are shared roadways with the County. McAdon urged Public Works Director Overton to propose an immediate, workable solution. Sandquist agreed that while waiting for a perfect solution isn't feasible, short- and mid-term options are acceptable. Council Member Selby requested Overton provide details on what those solutions would entail, how long they would last, and what the next steps would be once they expire. McAdon concluded that the council needs clear options to evaluate.

OTHER BUSINESS

1. The Council did a review of the upcoming interview schedule for the City Administrator position. Applications are due by 4:30 p.m. on October 13th with first-round virtual interviews taking place on Thursday, October 16th. The Council will narrow down from the virtual interviews to a top 3-4 candidates and hold final interviews on Thursday, November 13th.

ADJOURNMENT - 7:39 p.m.

Respectfully submitted: Carrie Erickson, City Clerk

**Adel Committee of the Whole
October 7, 2025 - Meeting Minutes**

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ADJOURNMENT - 7:39 p.m.

Respectfully submitted: Carrie Erickson, City Clerk

Adel City Council
October 16, 2025 - Meeting Minutes

The Adel City Council met in special session at Adel City Hall, 301 S. 10th Street, Adel, Iowa on Thursday, October 16, 2025. At 4:30 p.m., Mayor Peters called the meeting to order. The following answered roll: Ockerman, Trout, McAdon, West, and Selby. All Council Members attended via Zoom.

Staff Present: Administrative Clerk Hauser

CONSENT AGENDA

- 1.a. Consider Approval of Class C Retail Alcohol License for Hollywood Bar and Grill
Motion by West, seconded by Selby, to approve the consent agenda.
Roll: Ayes - Unanimous. Motion Carried.

NEW BUSINESS

- 2.a. Closed Session pursuant to Iowa Code sec. 21.5(1)(i), to evaluate the professional competency of candidates for the city administrator position. Iowa Code sec. 21.5(1)(i) allows a closed session to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
Motion by West, seconded by Selby, to enter closed session.
Roll: Ayes - Unanimous. Motion Carried.
Closed session began at 4:34 p.m.
Motion by Selby, seconded by Trout, to exit closed session.
Roll: Ayes - Unanimous. Motion Carried.
Closed session concluded at 7:53 p.m.

ADJOURNMENT

Meeting was adjourned at 7:54 p.m.

James F. Peters, Mayor

Attest: _____
Carrie Erickson, City Clerk



MOBILE FOOD UNIT CONSENT FORM

I am the owner of the below property listed and hereby give consent for the Mobile Food Unit listed on the form to operate on my property. I acknowledge that I am jointly and severally, with the mobile food unit, responsible for compliance with Chapter 122 of the Adel City Code and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

Zipp's Pizzaria
Mobile Food Unit Business Name

Property Owner Name:	City of Adel
Property Owner Phone Number:	515-993-4525
Property Owner Email:	cityhall@adeliowa.gov
Property Owner Address (where Mobile Food Unit listed above will be in operation):	2400 Nantucket Rd. Adel, IA 50003


Property Owner's Signature

10/23/2025
Date



AGENDA ITEM NO. 3.a AGENDA SECTION: DEPARTMENT HEAD REPORT
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ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

AGENDA HEADING: Update on Annexation Efforts

ATTACHMENTS:



AGENDA ITEM NO. 4.a AGENDA SECTION: NEW BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

AGENDA HEADING: Consider Approval of Resolution No. 25-75, Setting Public Hearing on Whether to Grant a Private Storm Sewer Easement to Impakt Real Estate LLC within a Part of 7th Street Right of Way, a Part of Outlots 25 and 27, and a Part of Vacated Sixth Street, All in Adel Outlots, An Official Plat in the City of Adel

STAFF/COMMITTEE RECOMMENDATION:

Impackt Real Estate, LLC has requested a private storm sewer easement to address insufficient drainage on their property. Deputy City Administrator/Finance Director Sandquist, Public Works Director Overton, and Parks & Recreation Director Schenck visited the site along with R.D. McKinney, who will complete the proposed work. Following the site visit, staff did not identify any concerns with the requested easement. The project will involve boring a line beneath City property, with an outlet discharging into an existing ditch that flows to the river.

ATTACHMENTS:

[Resolution No. 25-75, Setting Public Hearing - Impakt Real Estate easement.pdf](#)
[Final Impakt Real Estate Easement.pdf](#)
[Impakt Real Estate Easement Exhibits.pdf](#)
[Photo 1 Private Storm Sewer Easement to Address Insufficient Drainage.jpg](#)
[Photo 2 Private Storm Sewer Easement to Address Insufficient Drainage.jpg](#)

ITEM TO INCLUDE ON AGENDA

CITY OF ADEL, IOWA

November 3, 2025

6:00 P.M.

- Resolution setting public hearing on whether to grant a private storm sewer easement to Impakt Real Estate LLC within a part of 7th Street right of way, a part of outlots 25 and 27, and a part of vacated Sixth Street, all in Adel Outlots, an Official Plat in the City of Adel

IMPORTANT INFORMATION

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

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

November 3, 2025

The City Council of the City of Adel in the State of Iowa, met in _____ session, in Adel City Hall, 301 S. 10th Street, Adel, IA 50003, at 6:00 p.m, on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING PUBLIC HEARING ON WHETHER TO GRANT A PRIVATE STORM SEWER EASEMENT TO IMPAKT REAL ESTATE LLC WITHIN A PART OF 7TH STREET RIGHT OF WAY, A PART OF OUTLOTS 25 AND 27, AND A PART OF VACATED SIXTH STREET, ALL IN ADEL OUTLOTS, AN OFFICIAL PLAT IN THE CITY OF ADEL", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION SETTING PUBLIC HEARING ON WHETHER TO GRANT A PRIVATE STORM SEWER EASEMENT TO IMPAKT REAL ESTATE LLC WITHIN A PART OF 7TH STREET RIGHT OF WAY, A PART OF OUTLOTS 25 AND 27, AND A PART OF VACATED SIXTH STREET, ALL IN ADEL OUTLOTS, AN OFFICIAL PLAT IN THE CITY OF ADEL

WHEREAS, Impakt Real Estate LLC, has requested a private storm sewer easement across City property for the purpose of conveying storm water to the Raccoon River; and

WHEREAS, the granting of the access easement will not interfere with the City's use of the property; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a Notice of the proposed conveyance and of the hearing and to receive and consider objections and petitions.

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

Section 1. That this Council meet at 6:00 P.M. on November 10, 2025, for the purpose of taking action on the matter of the granting of a private storm sewer easement to Impakt Real Estate LLC within a part of 7th Street right of way, a part of outlots 25 and 27, and a part of vacated Sixth Street, all in Adel Outlots, an Official Plat in the City of Adel. That the proposed access easement is legally described as:

A part of 7th Street right of way, a part of outlots 25 and 27, and a part of vacated Sixth Street, all in Adel Outlots, on official plat in the City of Adel, Dallas County, Iowa described as a 10.00-foot-wide easement being 5.00 feet on both sides of the following centerline:

Commencing at the Northeast corner of Parcel '19-85' as shown on the Plat of Survey recorded in Book 2019, Page 16683; thence North 00°12'14" West along the West right of way line of said 7th Street, a distance of 152.36 feet to the point of beginning; thence North 90°00'00" East, 517.65 feet more or less to Raccoon River and the point of terminus. The sidelines of said easement shall shorten or extend to said right of way line at the point of beginning and to said Raccoon River at the point of terminus. Said easement contains 0.12 acres (5,177 square feet) more or less.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ADEL IN THE STATE OF IOWA, ON THE MATTER OF GRANTING A PRIVATE STORM SEWER EASEMENT TO IMPAKT REAL ESTATE LLC WITHIN A PART OF 7TH STREET RIGHT OF WAY, A PART OF OUTLOTS 25 AND 27, AND A PART OF VACATED SIXTH STREET, ALL IN ADEL OUTLOTS, AN OFFICIAL PLAT IN THE CITY OF ADEL

PUBLIC NOTICE is hereby given that the City Council of the City of Adel in the State of Iowa, will hold a public hearing at its meeting on November 10, 2025, at 6:00 P.M., at Adel City Hall, 301 S. 10th Street, Adel, IA 50003, at which meeting the Council proposes to take action on the granting of a private storm sewer easement to Impakt Real Estate LLC within a part of 7th Street right of way, a part of outlots 25 and 27, and a part of vacated Sixth Street, all in Adel Outlots, an Official Plat in the City of Adel, which is legally described as follows:

A part of 7th Street right of way, a part of outlots 25 and 27, and a part of vacated Sixth Street, all in Adel Outlots, on official plat in the City of Adel, Dallas County, Iowa described as a 10.00-foot-wide easement being 5.00 feet on both sides of the following centerline:

Commencing at the Northeast corner of Parcel '19-85' as shown on the Plat of Survey recorded in Book 2019, Page 16683; thence North 00°12'14" West along the West right of way line of said 7th Street, a distance of 152.36 feet to the point of beginning; thence North 90°00'00" East, 517.65 feet more or less to Racoon River and the point of terminus. The sidelines of said easement shall shorten or extend to said right of way line at the point of beginning and to said Racoon River at the point of terminus. Said easement contains 0.12 acres (5,177 square feet) more or less.

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

The proposed transfer may be subject to conditions as may be stated either in the resolution of the City Council, or documents entered into between the parties.

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

Dated this _____ day of _____, 2025.

City Clerk

(End of Notice)

PASSED AND APPROVED November 3, 2025.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF ADEL

)

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

WITNESS my hand and the seal of the Council hereto affixed this ____ day of _____, 2025.

City Clerk

Prepared by: Timothy C Hogan, Hogan Law Office, 1717 Ingersoll Ave, Ste 200, Des Moines, IA 50309
(515) 279-9059

Return to: City Clerk, City of Adel, PO Box 248, Adel, IA 50003

PRIVATE STORM SEWER EASEMENT

KNOW TO ALL PERSONS BY THESE PRESENTS that the **CITY OF ADEL, IOWA**, a municipal corporation (the "City"), owner of the real estate described in **Exhibit 'A'** attached hereto (the "Burdened Property"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto **IMPAKT REAL ESTATE LLC**, an Iowa limited liability company ("Grantee"), owner of the adjacent real estate described in **Exhibit 'A'** attached hereto (the "Benefited Property"), a permanent and perpetual private storm sewer easement (the "Easement") and right-of-way under, over, on, through, across and within that part of the Burdened Property more particularly described and depicted in **Exhibit 'A' - Easement Plat** attached hereto (the "Easement Area"), for the purpose of Grantee locating, constructing, reconstructing, repairing, replacing, enlarging, inspecting, improving, grading, using, maintaining and servicing storm sewer improvements together with all necessary structures and appurtenances thereto within the Easement Area to direct and carry storm water drainage away from the Benefited Property and into the Raccoon River.

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

1. **CONSTRUCTION OF STORM SEWER.** Grantee, at its sole cost and expense, shall construct the storm sewer improvements within the Easement Area in compliance with the engineering plans and specifications approved by the City Engineer.
2. **OBSTRUCTIONS PROHIBITED.** No fence, building, structure, material, device, matter, planting or other obstruction of any kind whatsoever (except paved street and utilities) shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed.
3. **CHANGE OF GRADE PROHIBITED.** No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed. Grantee shall have the right to restore any changes in grade, elevation or contour without obtaining the prior written consent of the City.

4. **DETRIMENTAL ACTIVITIES PROHIBITED.** No hazardous substance, pollutant or contaminant, or hazardous waste, including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by state, federal or local law shall be discharged into the storm sewer by any party.

5. **MAINTENANCE.** The City shall keep and preserve the surface of the Easement Area in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct access to or impair usage of the Easement Area for its intended purpose. Grantee, at its sole cost and expense, shall be responsible for replacement, reconstruction, repair, inspection, grading and maintenance of the storm sewer improvements within the Easement Area as necessary to keep and preserve the storm sewer in good repair, condition and function. The Grantee shall always keep the storm sewer in good, clean, and safe operating condition, and shall promptly complete any necessary maintenance or repairs.

6. **PROPERTY TO BE RESTORED.** Upon completion of any maintenance of the storm sewer improvements by Grantee or other work in the Easement Area, the Easement Area and the property abutting the Easement Area used for access, shall be restored in a good and workmanlike manner to a condition comparable to its condition before such maintenance or work, provided, however, that Grantee's duty of restoration shall be limited to grading and replacing of grass, sod or any other ground cover (but not including any pavement, structures, trees or shrubs).

7. **RIGHT OF ACCESS.** Grantee shall have the non-exclusive right of access to the Easement Area and have all rights of ingress and egress reasonably necessary from property adjacent thereto for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove, without liability to the City, any fences, structures, obstructions, planting or material placed or erected on the Easement Area, and the right to construct, improve, repair, and maintain the storm sewer in whatever manner necessary and consistent with its purpose.

8. **RESERVATION.** The City retains use of the Easement Area for any and all other purposes that does not interfere with Grantee's use of the Easement Area. The City reserves unto itself, and this Easement is granted subject to, the right of the City to regulate the use and occupancy of public street rights-of-way constructed upon, adjacent to or across the Easement Area.

9. **INDEMNIFICATION.** Grantee, subsequent property owners, their successors and assigns agree to indemnify and hold harmless the City, its officers, employees, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantee arising out of in any way related to (i) this Easement, (ii) Grantee's use of the Easement Area, (iii) Grantee's act or omission in connection with this Easement, or (iv) the storm sewer line installed by Grantee.

10. **NO DEDICATION.** Nothing contained in this Easement will be deemed to constitute a gift, grant, or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

11. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on the City and the Burdened Property and beneficial to Grantee and the Benefited Property, and the terms hereof shall extend to and be binding on the respective successors and assigns of each party.

The City does hereby covenant with Grantee that the City holds the real estate described in this Easement by title in fee simple; that the City has good and lawful authority to convey the same; and that the City covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Dated _____, 2025.

CITY OF ADEL, IOWA

By: _____
James Peters, Mayor

ATTEST

By: _____
Carrie Erickson, City Clerk

STATE OF IOWA, COUNTY OF DALLAS:

On this _____ day of _____, 2025 before me, the undersigned, a Notary Public, personally appeared James Peters and Carrie Erickson, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Adel, Iowa; that the instrument was signed and sealed on behalf of the City by authority of its City Council, and that James Peters and Carrie Erickson acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it voluntarily executed.

By: _____
Notary Public in the State of Iowa

4898-0266-0724-1\10113-1000

EXHIBIT 'A'

BURDENED PROPERTY

Outlot Twenty-five (25), Outlot Twenty-seven (27), that part of 7th Street right-of-way lying west of and adjacent to said Outlot Twenty-five (25), and that part of vacated Sixth Street lying between said Outlot Twenty-five (25) and said Outlot Twenty-seven (27), all in the Town, now City of Adel, Dallas County, Iowa.

BENEFITED PROPERTY

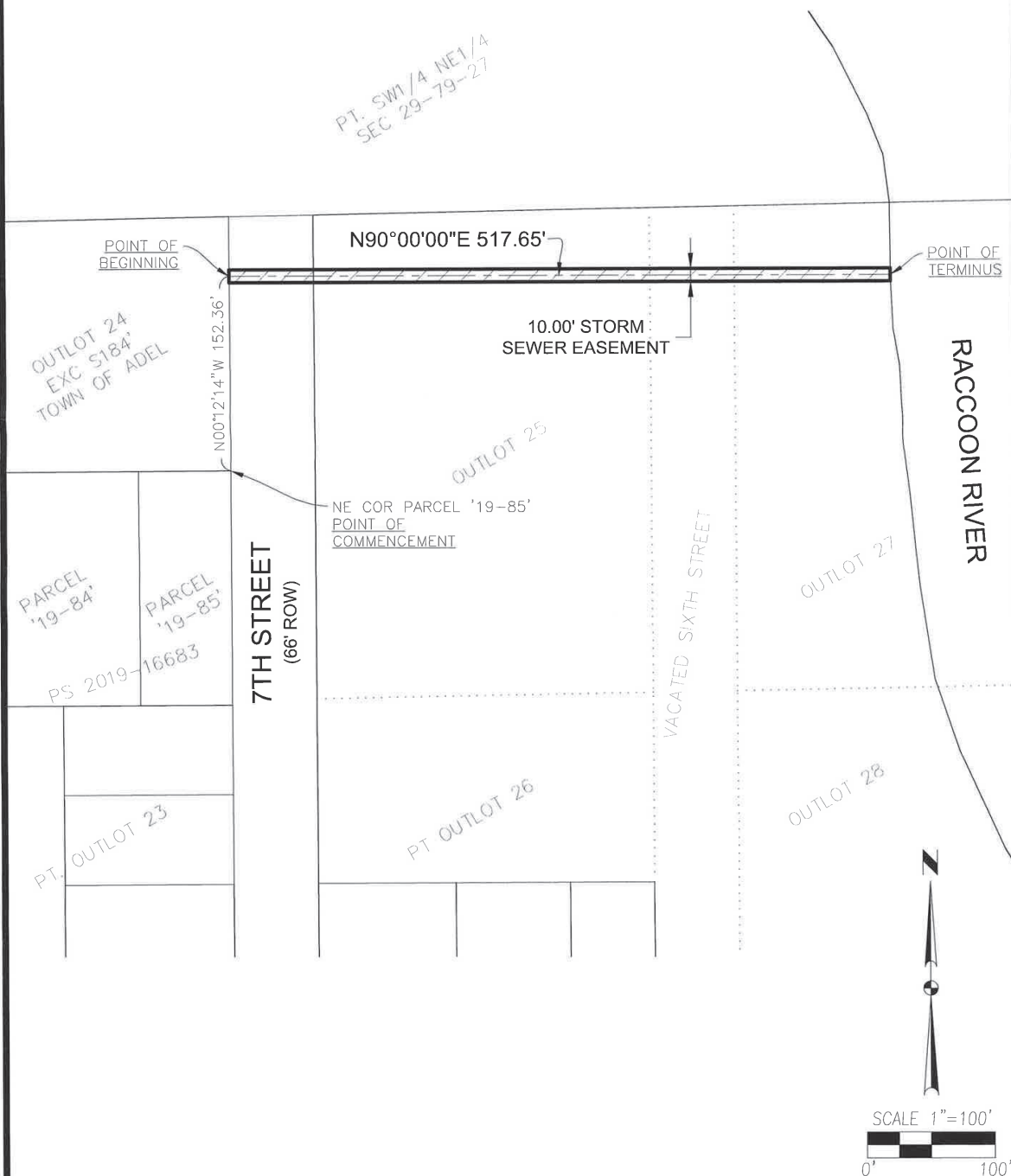
Outlot Twenty-four (24) in the Town, now City of Adel, Dallas County, Iowa, EXCEPT the South 184 feet thereof.

EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION

A PART OF 7TH STREET RIGHT OF WAY, A PART OF OUTLOTS 25 AND 27, AND A PART OF VACATED SIXTH STREET, ALL IN ADEL OUTLOTS, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA DESCRIBED AS A 10.00-FOOT-WIDE EASEMENT BEING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL '19-85' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2019, PAGE 16683; THENCE NORTH 00°12'14" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID 7TH STREET, A DISTANCE OF 152.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 517.65 FEET MORE OR LESS TO RACCOON RIVER AND THE POINT OF TERMINUS. THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO SAID RIGHT OF WAY LINE AT THE POINT OF BEGINNING AND TO SAID RACCOON RIVER AT THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.12 ACRES (5,177 SQUARE FEET) MORE OR LESS.









AGENDA ITEM NO. 4.b
AGENDA SECTION: NEW BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

AGENDA HEADING: Discussion on the Organizational Effectiveness Report
Provided by Theia Management Consulting

ATTACHMENTS:
[Adel Organizational Effectiveness Report.pdf](#)



Organizational Effectiveness Report

October 10, 2025

Overview

The City of Adel enlisted the services of Theia Management Consulting LLC as part of its City Administrator recruitment process to pursue an organizational effectiveness survey. The following are findings and recommendations.

Organizational effectiveness is the cornerstone of successful governance and community leadership. In an effort to assess and improve the overall functionality for the City of Adel, a survey was conducted among elected officials and department heads. This report outlines the findings of that survey, which highlights both strengths and areas with opportunity for improvement within the organization's communications and processes. While some of the results may be surprising or even challenging, they are crucial for fostering growth and building a stronger, more cohesive leadership team.

Our consulting team, with decades of experience working in city government, has identified key factors that consistently impact an organization's effectiveness. The questions posed in the survey reflect these factors, and if a majority of participants could answer "strongly agree" to each, it would indicate a high-performing organization. However, recognizing areas where responses fall short of this ideal provides a valuable opportunity for reflection and improvement.

The insights gained from this survey can serve as a roadmap for enhancing communication, collaboration, and leadership within the community. By addressing these challenges head-on, City leadership can foster a more efficient and effective organization, better equipped to serve the community's needs. This information can be provided to the incoming City Administrator for follow up and further discussion with the Mayor and Council.

Survey

As part of the search, we conducted a survey of elected officials and staff. This report contains full detail of the survey questions, responses, and comments in **Exhibit A**. The goal of the written report is to highlight some of the themes arising from the survey results and offer some suggestions to enhance areas with opportunities for improvement.

When reviewing survey themes, the goal is to determine areas of strength, diverse opinions, identify opportunities for improvement, set goals, and develop strategies to achieve these goals. As you review the survey results, ideally the discussions arising from the results will be thought-provoking and it is critical to identify action items and follow up.

It should be noted that the "Adel Organizational Effectiveness Survey" that was distributed via Microsoft Forms, is separate from the stakeholder interviews held in person at Adel City Hall. The results of those interviews were used to develop the recruitment profile and this document is designed to primarily address the results of the Adel Organizational Effectiveness Survey.

Discernible Themes

One key discernible theme arising from the survey is the **lack of role definition** between staff and elected officials. Question 3 of the survey stated, "The Mayor and City Council understand their roles and are respectful of staff's decision-making in day-to-day matters." 35.71% of the survey respondents disagreed or strongly disagreed with this statement. To that end, it might be helpful to discuss and define roles of staff and elected officials. Below is a general outline for the roles for mayor, council, and administrator for reference.

Roles

A first step in creating an effective organization, is defining and understanding the role each individual plays in contributing towards the greater good of the community. Attached as **Exhibit B** is a publication from the Iowa League of Cities on Effective Elected Officials. The information is from 2016; however, it is still very timely in discussing effectiveness for elected officials.

Mayor

In a community with a city administrator, the role of the mayor is to provide leadership, vision, and direction for the city's long-term goals while serving as a key representative and advocate for the community, both in the community and throughout the region. The mayor presides over meetings and works closely with the city council to establish policies and priorities, ensuring they align with the needs and aspirations of residents. Though most of the day-to-day administrative responsibilities fall under the city administrator, it should be noted that in the City of Adel, the Mayor also supervises the Police Chief. In any community, the mayor plays a crucial role in fostering collaboration among elected officials, city staff, and other stakeholders to ensure efficient governance and progress toward strategic objectives.

Council

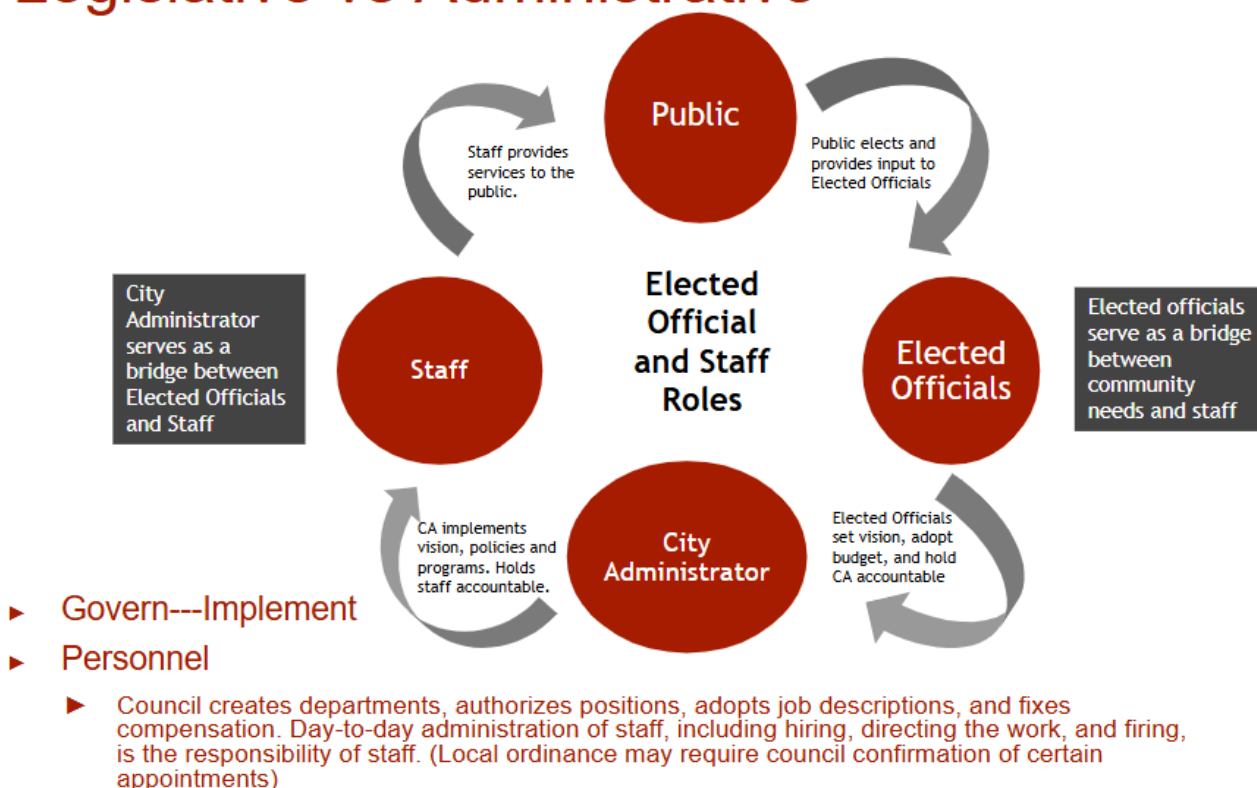
A council member's role is to represent the interests of their constituents by governing, establishing policies and setting the strategic direction of the city. Council members work collaboratively with the mayor and fellow council members to set policy by passing ordinances, approving budgets, and making key decisions that shape the community's future. While the city administrator handles the daily operations and management of city staff, council members provide oversight and ensure that the city's administration aligns with the goals and priorities set forth by the elected body. Their role is crucial in maintaining accountability, transparency, and responsiveness to the community's needs.

City Administrator

The City Administrator plays a central role in bridging the gap between the mayor, city council, and city staff by overseeing the day-to-day operations of the city and implementing policies set by the elected officials. Working closely with the mayor and council, the City Administrator provides professional guidance and operational insights to help shape informed decisions. The administrator ensures that council directives are executed efficiently and that city departments function smoothly. As the chief administrative officer, the City Administrator fosters communication and collaboration among staff while maintaining accountability, allowing the mayor and council to focus on long-term goals and policy-making.

When thinking about the elected officials' roles and staff roles, it really relates to the functionality of legislative versus administrative. Below is an illustration depicting the legislative and administrative roles.

Legislative vs Administrative



An encouraging outcome of the survey was that 100% of respondents agree or strongly agree that, "Elected officials are respectful of each other, when they may disagree on an issue." While communications are currently regarded highly, it is important to continually work on having good communications as that is critical to effective policy making and organizational operations. A draft communication compact is included as **Exhibit C**, should the community wish to define communication expectations.

There are a couple of questions in the survey that touch on the **strategic direction** of the community. Question 1 asked for respondents to identify whether or not **organizational priorities** have been clearly defined and are being successfully pursued. It was a mixed result with 42.86% of respondents disagreeing or totally disagreeing that the priorities have been clearly defined and being successfully pursued and 57.14% agreeing or strongly agreeing. Another question related to strategic priorities asked respondents to respond to the statement, "The City is appropriately responsive to citizen input, without letting individuals outside the organization dominate the conversation." 85.71% of the respondents agreed or strongly agreed, whereas the other 14.29% disagreed or strongly disagreed. Another key question that touches

on the organization's strategic direction is the question that states, "Management pursues, recommends, and engages in **partnerships to benefit the City.**" 71.43% of respondents agreed or strongly agreed, with 28.57 disagreeing. Combining the results of these three questions, leads to the recommendation for the City to engage in facilitated strategic goal setting as soon as practicable after the new City administrator starts.

Another area where there was full agreement was the question related to making mistakes. 100% of respondents agreed that it is **okay to admit a mistake** or error on an issue in the organization. This shows good organizational support and creates an environment that fosters good leadership. When thinking about mistakes in the organizational context, there are surprising benefits of admitting mistakes and having an organizational culture in which people are open to acknowledging mistakes is healthy. Tracy Brower, PhD, a Senior Contributor to Forbes, authored an article in Forbes on December 29, 2021, that illustrates the power of intellectual humility. The article can be found at: <https://www.forbes.com/sites/tracybrower/2021/12/29/the-surprising-benefits-of-admitting-mistakes-5-ways-to-build-intellectual-humility/>. The findings outlined in the article include:

- ▶ Better Leadership: leaders are viewed positively when they admit mistakes and it amplifies team member capabilities
- ▶ Better Performance: People perceived as being humble, they had better job performance
- ▶ Better Community: When people are humble, they are more likely to help others and show support for members of their communities. Also, less judgmental.
- ▶ Better Decision Making: They were better at evaluating evidence and accurately discerning whether arguments were appropriately fact-based.

An area in the survey with mixed results was related to the statement that "**Management has provided good communication to staff and Mayor and Council.**" 57.14% of respondents agreed or strongly agreed and 42.86% disagreed or strongly disagreed. An earlier recommendation was for the City to engage in a strategic goal setting session soon after the new city administrator is hired. Part of that goal setting and strategic planning effort should focus on defining communication expectations. This is also where the draft communications compact could be useful in setting those expectations early in the new administrator's tenure.

There was also some disagreement on the statement that, "**Our organization supports staff taking the initiative to address important issues.**" The majority of respondents (85.71%) agreed or strongly agreed, while 14.29% disagreed or strongly disagreed. The root of this disagreement should be discussed during the aforementioned strategic planning session. This could also reflect back on the earlier information about role definition.

There was a split of opinion on whether the **organization is able to work together to overcome any challenges**. While 78.57% agreed or strongly agreed, 21.43% disagreed. There was also a split on the question about **confidence about the future of the organization**. 78.57% of the respondents agreed or strongly agreed with the statement, **“I am confident about the future of our organization,”** while 21.43% disagreed or strongly disagreed. This could reflect some anxiety regarding the upcoming changes and uncertainty about the future organizational needs and resources. A certain amount of anxiety is to be expected, with the prospect of a new person in a leadership role being introduced into the organization. Finally, the survey noted general optimism about Adel’s future, with 92.86% of the respondents agreeing or strongly agreeing with the statement, **“I am confident about the future of our organization and community,”** and only 7.14% disagreeing or strongly disagreeing.

It is also important to note that when asked to list major city accomplishments over the past two years, there was an impressive number of responses. Nearly every respondent lists multiple accomplishments. That shows that the community has made progress towards its long term goals and continues to work towards a shared vision.

Conclusion

The recently-conducted survey created good insight into a path forward to strengthen working relationships and enhance the organization’s ability to establish goals and develop actionable plans to achieve those goals. To recap, recommendations arising from the survey analysis include:

1. Review, discuss, and further refine roles for Mayor, Council, and staff (additional information from the Iowa League of Cities included in Exhibit B);
2. Review, modify as appropriate, and consider adoption of Communication Compact (draft included in Exhibit C);
3. Engage in a facilitated strategic goal setting/planning session and/or an organizational review as soon as practicable once the City administrator is hired;
4. Review, discuss, and take further action as deemed appropriate on the full, detailed survey results (found in Exhibit A), once the new City Administrator is hired.

Thank you for the opportunity to assist with supporting the City of Adel.

Exhibit A: Detailed Survey Results (with comments)



Organizational Effectiveness

Survey Results

August 2025

Q1 Our critical organizational priorities have been clearly defined and are being successfully pursued.

Strongly agree	2	14.29%
Agree	6	42.86%
Disagree	6	42.86%
Strongly disagree	0	0.00%

14

57.14% Agree

42.86% Disagree

Q2 Elected officials are respectful of each other, even when they may disagree on an issue.

Strongly agree	5	35.71%
Agree	9	64.29%
Disagree	0	0.00%
Strongly disagree	0	0.00%

14

100.00% Agree

0.00% Disagree

Q3 The Mayor and City Council understand their roles and are respectful of staff's decision-making in day-to-day matters.

Strongly agree	3	21.43%
Agree	6	42.86%
Disagree	5	35.71%
Strongly disagree	0	0.00%

14

64.29% Agree

35.71% Disagree

Q4 Staff members understand their roles and are respectful of the democratic process and the Mayor and Council's policy direction.

Strongly agree	4	28.57%
Agree	8	57.14%
Disagree	2	14.29%
Strongly disagree	0	0.00%

14

85.71% Agree

14.29% Disagree

Q5

The City is appropriately responsive to citizen input, without letting individuals outside the organization dominate the conversation.

Strongly agree	4	28.57%
Agree	8	57.14%
Disagree	2	14.29%
Strongly disagree	0	0.00%
14		

85.71% Agree
14.29% Disagree

Comments:

Q6

It is okay to admit a mistake or error on an issue in our organization and any such admissions are treated in their proper context.

Strongly agree	5	35.71%
Agree	9	64.29%
Disagree	0	0.00%
Strongly disagree	0	0.00%
14		

100.00% Agree
0.00% Disagree

Q7

When our organization encounters challenges, we are able to work together to overcome them.

Strongly agree	6	42.86%
Agree	5	35.71%
Disagree	3	21.43%
Strongly disagree	0	0.00%
14		

78.57% Agree
21.43% Disagree

Q8

Management has provided good communication to staff and Mayor and Council.

Strongly agree	3	21.43%
Agree	5	35.71%
Disagree	4	28.57%
Strongly disagree	2	14.29%
14		

57.14% Agree
42.86% Disagree

Q9

Our organization supports staff taking the initiative to address important issues.

Strongly agree	3	21.43%
Agree	9	64.29%
Disagree	2	14.29%
Strongly disagree	0	0.00%
14		

85.71% Agree
14.29% Disagree

Q10

I am confident about the future of our organization.

Strongly agree	3	21.43%
Agree	8	57.14%
Disagree	3	21.43%
Strongly disagree	0	0.00%
14		

78.57% Agree
21.43% Disagree

Q11	I am confident about the future of our community.			92.86% Agree 7.14% Disagree
	Strongly agree	4	28.57%	
	Agree	9	64.29%	
	Disagree	1	7.14%	
	Strongly disagree	0	0.00%	
		14		
Q12	Management pursues, recommends, and engages in partnerships to benefit the City.			71.43% Agree 28.57% Disagree
	Strongly agree	3	21.43%	
	Agree	7	50.00%	
	Disagree	4	28.57%	
	Strongly disagree	0	0.00%	
		14		
Q13	Please list ideas that the Mayor/City Council and/or staff could do in the future to improve organizational effectiveness, decision-making process, teamwork and the ability to accomplish the City's stated goals and objectives.			
	Comments:			
	Communicate accordingly/effectively with staff.			
	An organized approach to decision-making and teamwork has been lacking for quite some time. Also, the "buy-in" from the top is not there, so there is not "buy-in" from the staff on what direction we are going. There is a lot of "their department" talk and that is not unifying, but divisive. This stems from a lack of communication about what each department is doing.			
	Make a decision and follow through with goals once set. Listen to the staff, because we have the day-to-day events. Leave personal feeling out of decisions.			
	Better understanding of budget and future revenues .			
	Pick a project and go for it. Then pick another and go for it. It is easy to 'hope' to do several projects, but that doesn't progress very quickly.			
	The goals established by the Mayor and City Council should follow the SMART framework—Specific, Measurable, Attainable, Relevant, and Timely. Without a clear plan to achieve them, the scale of the goals has, at least from my perspective, left the City feeling somewhat paralyzed.			
	Council needs to focus on governing and allowing the staff to do their role without fear of repercussions. Define priorities, establish a plan to accomplish priorities, break down the plan into small and achievable steps to meet the ultimate goal. Establish a capital improvement plan to help guide the city's capital planning process.			
	The standing committees and committee of the whole address topics and issues prior to consideration at city council meetings. I would like to see report regularly and consistently on the progress towards achieving goals.			
	Empower the City Administrator to lead and direct the work of the City Departments with a servant leader management style.			
	I believe a city administrator who has the ability to understand the needs of the community and provide solutions and alternatives based on staff input will be key to the city's continued success.			

Q14

Please list the major city accomplishments over the past two years.

Comments:

Water Plant; Waste/Water Treatment Plant

1. Continuing the day-to-day city work with a leader out most of the time - without losing a step. 2. Adding staff in almost every department as we continue to grow. 3. Starting the Rapids Street Reconstruction project - one of our main goals. 4. Moving forward with hiring a firm to complete a Public Safety Needs Assessment - moving forward on one of our main goals (a new fire station). 5. Annexing in the new high school ground. 6. Completing the Bailey's Grove Channel Improvements project. 7. Almost completing the Wastewater Treatment Plant Lab & Admin Building project (will be accepted at the next City Council meeting). 8. Focus from the Council and Department Heads on employee retention (adding another floating holiday, increasing salaries, adding benefits, etc.) 9. Almost completing the Evans Park Trail Connections project (should be accepted at a meeting this fall).

Getting the new school into the city limits. New water and sewer plants.

Rapids street reconstruction project. Study public safety needs.

Great audit results and good budget process - well organized and executed. Finished Water Treatment Plant. Expanded staff in key areas. Strong library and programming, pretty good parks and rec offerings too.

Water Plant, Sewer Plant, Pickleball courts.

Getting the new school into the city limits. New water and sewer plants.

Rapids street reconstruction project. Study public safety needs.

Great audit results and good budget process - well organized and executed. Finished Water Treatment Plant. Expanded staff in key areas. Strong library and programming, pretty good parks and rec offerings too.

Water Plant, Sewer Plant, Pickleball courts.

Securing \$1,000,000 in grant funding for the N 15th Street Bridge. Moving forward with construction of the sewer lab/administration building, funded through a combination of grant dollars and fund balance. Advancing the CIRTPA/TAP trail extension project, which added one mile of new trail, while also beginning another trail project to improve overall connectivity. Partnering with the Lions Club to construct two new pickleball courts and with developer Robert Cramer on trail improvements and a new recreational pond designed for fishing and non-motorized boating. Collaborating with a developer through TIF incentives to spur commercial growth south of town. Continuing discussions with the DOT regarding safety improvements on Hwy 169, resulting in confirmed action with a roundabout scheduled for construction.

Opened a new pickleball court; improved the appearance of Oakdale Cemetery - it looks great!!; worked with the IDOT and ADM Schools to adopt a roundabout at the new high school entrance; hired a firm to help plan a new fire station / public safety facility; established a plan to pave Rapids Street (a project I proposed 37 years ago).

15th Street bridge trails.

Keeping the City functioning without the full attention of a City Administrator. Clearly defining the top priorities of City projects. Partnering with the Chamber of Commerce on economic development.

Rapids street, union negotiations, public safety consulting firm selection and needs assessment process, new pickleball courts, balanced budget every year, outstanding city staff.

Exhibit B: Effective Elected Officials (Iowa League of Cities, December 2016)

Administration

Effective Elected Officials

Web Exclusive December 2016

Downloads/Links

[Council Teamwork and Effectiveness](#)

[Newly Elected Officials](#)

Those elected to serve on a public body have a tremendous responsibility to help resolve issues and improve their community. City council members and mayors have the ability to shape the future of their city. Having a good understanding of their role in the process can lead to an effective term.

Leadership

- Lead by example. Be honest, consistent and flexible. Don't play games.
- Use common sense.
- Don't be stampeded into action by the strong demands of special interest groups. Your job is to find the long-term public interest of the entire community.
- Sometimes we underestimate the potential impact of an elected official's leadership. Use the dignity of your office to help the community get past contentious issues.
- There is a tremendous amount of discomfort in making very public decisions. It's easy to fear the political consequences, but it is important to take a long-term approach, weigh everything and reach good decisions.
- You won't be able to satisfy all people, and you have to know that. Listen fairly, listen thoughtfully and then do what is right.

The Team Concept

- Policy-making is a team activity. An individual council member only has power when the council gathers together as a group at an official council meeting. Each council member sees issues differently and has his/her own concerns. A majority vote is needed to accomplish anything.
- City government is complicated. No city, however small, is so simplistic that one person can master every phase. Individual council members have no choice but to look to their colleagues for counsel and support.
- Teamwork is a natural and necessary part of serving on the council. Teamwork does not mean that all council members need to agree on every issue or that they like each other on a personal basis. It does mean they must respect each other's opinions and learn to deal with each other on the basis of mutual honesty. Don't act rashly and assume that only you know the best way to accomplish things.
- City staff members are an important part of the team. Get to know the staff and what they do. Treat them with respect—they are a valuable asset and can assist you in accomplishing your goals. They can have some valuable historical perspectives and help "fill in the gaps" for a new council member. Likewise, take advantage of your city attorney—the city attorney can help you avoid pitfalls that could end up being extremely detrimental to the city.

Goal Setting

- Effective planning is essential to smooth operations in city government. The mayor and city council should take time to think about the future direction of the city.
- The goal setting process establishes a basic framework for action. By setting goals and deciding which are most important, the council can define what the city will try to achieve over a given period of time. Without priorities the council is likely to find itself drifting from issue to issue, crisis to crisis.
- Council goal setting is valuable for staff members. Council goals and priorities can provide direction to staff as to what the council is trying to accomplish. Without clearly defined goals, staff may get conflicting signals and not meet the council's expectations.
- Goal setting is essential to other important functions. Effective goal setting should be integrated into the city's processes for developing the annual budget, capital improvements program and implementation of the comprehensive plan.

- Goal setting can provide a useful evaluation tool. Once goals have been established, the city council will have a framework for determining how well the staff is doing in achieving priorities.

Stay Informed

- Familiarize yourself on the issues and trends affecting municipal government. Some of the best training and education can be secured at programs offered by the Iowa League of Cities and its affiliated regional leagues and organizations.
- Ask for help when you need it. Don't be afraid to use outside resources (your city attorney, the League, Iowa State University Extension, a neighboring city).
- Find an experienced mentor in city government. Ask for advice when you need help. You'll get empathy and a clearer vision from someone who has been there.
- Use information from the League and have staff conduct research through their professional organizations.
- Network with others. You will find that most city officials are very willing to share information and expertise. There are formal and informal networks among mayors, council members and staff. These networks can provide support and new ideas.

Other Suggestions from Veteran Elected Officials

- Listen to everyone. Listen until your ears fall off. Soak it up. After six months in office, you will round out the picture of the complexities of city government and your role.
- Don't be afraid to ask questions. You are not expected to know all the answers immediately.
- Don't be afraid to say, "I don't know."
- Don't make promises you can't deliver. Most major decisions and actions require approval of the city council.
- Gear your mind to process a tremendous amount of seemingly conflicting information.
- Don't enter office with an unmovable set agenda. Learn as much as you can before taking on a major program or effort. Don't be strangled by campaign promises that were made without sufficient information.
- Acknowledge legal restrictions. Keep in mind that your city's adopted ordinances must be followed until the council takes action to amend them. And that's just the beginning – the number of federal and state laws and regulations that also govern your actions can be mind-boggling. If you are unsure of your responsibilities or authority in certain areas, be sure to seek clarification from your city attorney.
- Take it slow. Resist the urge to recommend drastic changes in the organization before you know how it really works. While some methods may appear to need an immediate overhaul, it pays to observe before trying new methods. Give yourself at least six months to learn the fundamentals of city operations.

Exhibit C: Draft Communications Compact

Draft Communications Compact

We, as elected representatives, have been entrusted with the responsibility of serving our community to the best of our abilities. To fulfill this duty effectively and honorably, it is imperative that we uphold the highest standards of professionalism, integrity, and collaboration in all our interactions, both within our team and with our dedicated staff.

As such, we hereby commit to the following principles and guidelines to foster a culture of respect, trust, and constructive communication:

- A. Open and Honest Dialogue: We pledge to engage in open, honest, and transparent communication at all times. This means expressing our thoughts, concerns, and perspectives openly while actively listening to and considering the viewpoints of our fellow officials and staff members.
- B. Confidentiality and Trust: We recognize the importance of confidentiality in maintaining trust and fostering a productive work environment. Discussions held within our team meetings or with staff members shall remain confidential, ensuring that sensitive information is not divulged unnecessarily.
- C. Constructive Conflict Resolution: We understand that differences in opinion are inevitable, but we commit to resolving conflicts in a constructive and respectful manner. Rather than resorting to gossip or backstabbing, we will address disagreements directly, seeking common ground and mutually beneficial solutions.
- D. Collective Accountability: We accept collective accountability for our actions and decisions as a team. This means taking ownership of both our successes and our failures, and working together to learn and improve from them.
- E. Lead by Example: As elected officials, we recognize that our behavior sets the tone for our entire organization. We will lead by example, demonstrating professionalism, integrity, and ethical conduct in all our interactions.
- F. Commitment to Collaboration: We acknowledge that our effectiveness as a governing body depends on our ability to collaborate effectively. We will actively seek opportunities to work together across party lines and departments, leveraging each other's strengths for the betterment of our community.

By adhering to these principles and upholding this communications compact, we can create a culture of trust, respect, and unity within our team. Together, we can overcome challenges, achieve our goals, and serve our community with excellence.



ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

AGENDA HEADING: Discussion of Public Improvement Options for Gravel Roadways Within City Limits

STAFF/COMMITTEE RECOMMENDATION:

The focus of this discussion will primarily be on 288th Trail, as McClure is currently completing the functional design study for Meadow Road, which is anticipated to be presented to the City Council in December. Staff also recognizes that Old Portland Road warrants future evaluation.

Public Works Director Overton has obtained a quote for cement stabilization of the gravel surface, followed by the installation of six inches of HMA pavement. This approach is intended to provide a mid- to long-term solution for the roadway. Director Overton has also consulted with his counterparts in other communities who have successfully implemented this method on roads experiencing traffic comparable to 288th Trail.

As Deputy City Administrator/Finance Director Sandquist begins evaluating upcoming budget requests, this project may be an appropriate candidate for funding through existing fund balances or potential interfund loans.

ATTACHMENTS:

[Grimes Asphalt & Paving Corporation Quote.pdf](#)

[Summary of Expenditures for Gravel Road Maintenance.pdf](#)



SINCE 1972
 5550 NE 22ND STREET
 DES MOINES, IA 50316
 515.262.8096
 WWW.GRIMESASPHALT.COM

To:	Adel, City of	Contact:	
Address:	301 S 10th Street, PO Box 248 Adel, Iowa 50003	Phone:	993-4525
		Fax:	993-4527
Project Name:	Adel 2026 Pavement Options	Bid Number:	
Project Location:	288th Trail, Adel, IA	Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	5% Cement Stabilization	5,778.00	SY	\$11.00	\$63,558.00
2	6" HMA Pavement	5,778.00	SY	\$38.00	\$219,564.00

Notes:

- Price is contingent upon completing the work during the 2026 construction season.
- To the fullest extent provided by law, Owner shall indemnify, defend and hold harmless Grimes Asphalt and Paving Corporation, it's officers, directors, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys fees and court costs resulting from or arising out of Owner or Owner Representative failure to provide accurate information of the existence and location of any non-public utilities or hazardous materials at the project site.
- Final dollar amounts to be based on actual field measured units installed to complete work at the unit price (s) quoted.

Payment Terms:

This proposal may be withdrawn by us if not accepted within 30 days.

It is understood that progress payments shall be made as work progresses, final payment due upon completion. A service charge of 1-1/2% will be added if not paid within 30 days from date of invoice.

This proposal voids all previous proposals.

It is understood that Grimes Asphalt may require credit assurances from the customer and/or owner, including but not limited to bank letters of guarantee and/or payments deposited into escrow accounts before work commences or at anytime during the performance of work.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Grimes Asphalt and Paving Corporation

Authorized Signature: _____

Estimator: Matt Yonker

515-360-7160 matt@grimesasphalt.com

Gravel Road Maintenance

<u>2022</u>		<u>2023</u>		<u>2024</u>		<u>2025 (To Date)</u>	
Dust Control		Dust Control		Dust Control		Dust Control	
Jerrico Services		Jerrico Service		Envirotech		Deano's	
	\$10,472.00		\$10,875.00		\$1,237.00		\$17,871.00
			\$1,872.00		\$13,062.00		\$11,638.92
			\$3,348.00		\$1,855.00	LPD	
							\$4,800.00
	\$10,472.00		\$16,095.00		\$16,154.00		\$34,309.92
Rock		Rock		Rock		Rock	
Martin Marietta		Martin Marietta		Martin Marietta		Martin Marietta	
	\$1,817.97		\$3,992.69		\$242.04		\$2,647.70
	\$1,606.85		\$987.07		\$1,471.92		\$369.14
	\$760.41		\$3,157.43		\$3,399.73		530.05
	\$1,414.26		\$2,055.88		\$1,997.63		\$3,983.75
	\$6,234.18		\$7,893.34		\$488.01		\$10,627.18
	\$6,459.18		\$624.07		\$1,460.36		
	\$374.12		\$1,037.53		\$2,055.63		
	\$3,208.90				\$638.10		
	\$4,971.14				\$1,285.77		
					\$24,041.26		
	\$26,847.01		\$19,748.01		\$37,080.45		\$18,157.82
Equipment Maintenance (Grader)		Equipment Maintenance (Grader)		Equipment Maintenance (Grader)		Equipment Maintenance (Grader)	
		Murphy Tractor		Murphy Tractor			
			\$412.12		\$882.00		
			\$2,112.00		\$465.32		
			\$1,036.00				
			\$3,560.12		\$1,347.32		
		80% \$	2,848.10		\$1,077.86		
Labor		Labor		Labor		Labor	
72hrs/year	\$1,995.84	72hrs/year	\$2,069.28	72hrs/year	\$2,710.08	72hrs/year	\$2,728.08
Fuel		Fuel		Fuel		Fuel	
Fullers		Fullers		Fullers		Fullers	
250gal/year est.	\$1,247.50	250gal/year est.	\$1,005.00	250gal/year est.	\$820.00	250gal/year est.	\$875.00
Total Maintenance Cost	\$40,562.35		\$41,765.39		\$57,842.39		\$56,070.82



ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Agreement for Garbage and Recycling Services with Ankeny Sanitation Expiring June 2026

STAFF/COMMITTEE RECOMMENDATION:

Dave Massey, General Manager of Ankeny Sanitation, attended the August 12th City Council meeting to give a report to the Council on how things are going with the partnership between the City of Adel and Ankeny Sanitation. At the time there were no concerns brought forth from staff or Council concerning the garbage and recycling services relationship with Ankeny Sanitation.

The attached contract was for an original term of 5 years, ending June 30, 2021, but with the option to extend the contract for an additional 5-year term. This was done in February 2021 by approved motion by the Council. There is only one option for extending the contract, so a new contract will need to be brought forth if the desire is to continue the garbage and recycling services with Ankeny Sanitation.

City Staff has a good relationship with the management and customer service with Ankeny Sanitation. Staff has been impressed with their willingness to solve issues quickly and efficiently. If it is a desire of the Council to do a review of other garbage and recycling options, staff could complete that review in the coming months.

Staff recommends beginning the process of creating a new contract with Ankeny Sanitation for garbage and recycling services.

ATTACHMENTS:

[SIGNED Ankeny Sanitation Contract 2016.pdf](#)
[2021 Ankeny Sanitation Contract Renewal.pdf](#)

CITY OF ADEL, IOWA
CONTRACT FOR SOLID WASTE SERVICES

THIS CONTRACT, made by and between the CITY OF ADEL, IA, hereinafter referred to as CITY, and ANKENY SANITATION, hereinafter referred to as CONTRACTOR, entered into this first day of July 2016 shall constitute the entire agreement between the parties hereto.

In consideration of the mutual promises and covenants contained herein, the CITY and CONTRACTOR hereby agree as follows:

1. DEFINITIONS

Appliance	Items meeting the definition of Appliances as defined pursuant to Iowa Administrative Code 567—Chapter 118, such as Washers, Dryers, Hot Water Heaters, Dishwashers, Stoves, Refrigerators, Freezers, Air Conditioners, Dehumidifiers, and Microwaves.
Bags	Plastic or paper sacks designed for Household Waste with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for Collection, with a capacity not to exceed thirty (30) gallons and a loaded weight not to exceed fifty (50) pounds.
Bulk Waste	A piece of furniture or waste material from a residential source with a weight or volume greater than that allowed to be placed in Carts. Bulk Waste does not include Construction and Demolition Debris, Appliances or Hazardous Waste,
Bundle	Yard, Tree and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or forty (40) pounds in weight.
Cart(s)	Plastic container(s) with wheels and an attached lid of approximately ninety five (95) gallons (sixty-five (65) gallon carts available only upon request).
CITY	Refers to the City of Adel, Iowa and will also refer to an appropriate employee or officer of the municipality authorized to act as its agent in handling the pertinent matters of this Contract.
Collection	Pick-up of Solid Waste from the Residential Units or City Owned or operated facilities.

City of Adel – Ankeny Sanitation
Contract for Residential Solid Waste Collection

Construction and Demolition Debris	Waste building materials resulting from construction, remodeling, repair, or demolition of a structure.
CONTRACTOR	The individual, firm, partnership, joint venture, corporation, or association performing Solid Waste Collection and Disposal which is the signatory of the Contract with the CITY.
Curbside Service	That portion of the right-of-way adjacent to paved or traveled roadways, including alleys.
Disposal	The treatment, utilization, processing, transfer or deposit of Solid Waste.
Hauling	The transportation of Solid Wastes from the Cart or Curbside to the Disposal or processing facility as specified by the CITY.
Hazardous Waste	Waste regulated under Subtitle C of the United States Resource Conservation and Recovery Act (RCRA), or so defined in Iowa Code section 455B.411.
Household Waste	Discarded material meeting the definition of Iowa Administrative Code 567—113.3(455B), including garbage and trash, from households, single and multiple residences, picnic grounds and day-use recreation areas, which is acceptable at the South Dallas County Landfill and excluding Hazardous Waste, Bulky Waste, Yard Waste, and Construction/Demolition Debris.,
Letter Of Credit	A written undertaking by a financial institution on behalf of the applicant (the CONTRACTOR) to pay the beneficiary (the CITY) for noncompliance in amounts and under conditions as specified in the Contract.
Performance Bond	A corporate surety bond that guarantees compensation to the CITY in the event that it must assume the obligations and/or duties of the CONTRACTOR in order to continue the service as may be specified in the Contract.
Rebate	A payment from a recycled material processor in any way arising by virtue, directly or indirectly, of the deposit, sale, delivery or relinquishment of Recyclable Waste, or Yard Waste or other matter or material at the, recycled material processor, or other recycled material facility pursuant to this Contract.

City of Adel – Ankeny Sanitation
Contract for Residential Solid Waste Collection

Recyclable Waste	Materials that are separated from Household Waste for the purpose of Recycling, including paper, glass, plastics, metals, cardboard, boxboard, and all material designated as Recyclable by the CITY.
Recycling	"Recycling" shall have the meaning set forth in Iowa Code 455D.1 and means any process by which waste, or materials which would otherwise become waste, are collected, separated, or processed and revised or returned to use in the form of raw materials or products.
Residential Unit	Single family units, zoned residential and single buildings containing no more than twelve separate or contiguous single family dwelling units that have individual Collection for each unit, or which are billed separately for water or gas service and are zoned residential. Residential Units shall specifically not include commercial or industrial establishments.
Solid Waste	Any aggregate mention of the wastes for which Collection services are provided in this Contract, including Household Waste, Recyclable Waste, Bulky Waste, Yard Waste, etc.; the general term for the Wastes addressed by this Contract.
Tipping Fee	The Disposal prices paid for Household Waste at the designated landfill or transfer station facility where the waste is unloaded. Truck scale tickets shall be provided as the official record and receipt.
Yard Waste	As defined in Iowa Administrative Code 567—105.1(1) and means vegetative matter such as grass clippings, leaves, garden waste, brush and trees, and any clean wood waste which is necessary as bulking agent and which is free of coatings and preservatives.

2. TERM OF CONTRACT

The term of the Contract shall be for five (5) years, commencing on July 1, 2016 and terminating June 30, 2021. Collection services specified in the Contract shall begin July 1, 2016. At the end of the initial term, the Contract may be extended for one five (5) year period, by mutual agreement, by giving notice to the CONTRACTOR at least ninety (90) days prior to the expiration of the Contract. This Contract may be terminated in the manner set forth in the contract.

3. SCOPE OF CONTRACT

CONTRACTOR shall provide the collection, hauling and disposal services for Household Waste, Recyclable Waste, Bulk Waste, Yard Waste, Appliances, Christmas Trees, the Spring Clean-up, Special Events and specified CITY facilities as set forth in this Contract.

3.1. Area To Be Served

The CONTRACTOR shall provide Collection, Hauling and Disposal to any Residential Unit located within the CITY limits of the City of Adel, and to all City owned and operated facilities including but not limited to City Hall, Public Works Buildings, Fire Station, Aquatic Center, Library, and any other City owned facility designated by the City during the term of the contract.

3.2. Independent Contractor

The CONTRACTOR shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the Collection, Hauling, and Disposal as provided herein. Any and all employees of CONTRACTOR or other persons engaged in the performance of any work or services required by CONTRACTOR under this Contract shall be considered employees or subcontractors of the CONTRACTOR only and not of the CITY. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CONTRACTOR shall at all times remain an independent Contractor with respect to the services to be performed under this Contract.

3.3. Billing Of Residents

The CITY will be responsible for the billing of the residents as provided herein.

3.4. Notification Of Residents

The CITY shall inform all residents as to complaint procedures, rates, regulations, and day(s) for scheduled Solid Waste Collection.

4. SERVICES PROVIDED

4.1. Household Waste

The CONTRACTOR will be responsible for Collection, Hauling, and Disposal of collected Household Waste. All Household Waste Materials set out shall be picked up at curbside once per week. It is the responsibility of residents to place the Household Waste Cart and/or Household Waste Bags at the curbside or alley before 7:00 a.m. on the designated Collection day.

CONTRACTOR shall provide new Household Waste Carts no later than June 30, 2016 to each Residential Unit and City Facility.

4.2. Recycling

The CONTRACTOR will be responsible for Collection, Hauling and Disposal of Recyclable Waste. Recyclable Waste will be placed by the Resident into a ninety five (95) gallon Cart (or sixty five (65) gallon Cart as requested by the Resident). It is the responsibility of Residents to place the Recycling Carts at the curbside or alley before 7:00 a.m. on the designated Collection day. All Recyclable Waste set out shall be Collected every other week on the same day as Household Waste Collection, and all Recyclable Waste that is Collected shall be Recycled in accordance with Iowa Code.

CONTRACTOR shall provide new Recyclable Waste Carts no later than June 30, 2016 to each Residential Unit and City Facility.

4.3. Yard Waste

The CONTRACTOR will be responsible for Collection, Hauling, and Disposal of collected Yard Waste. Yard Waste shall be collected on designated Collection days during the month of April through and including November of each year. All Yard Waste set out shall be Collected. Residents will put Yard Waste into their own biodegradable or paper Bags or reusable containers and set them at the curb. It is the responsibility of Residents to place the Yard Waste at the curbside or alley before 7:00 a.m. on the designated Collection day. Sticks will be cut to maximum four (4) foot lengths and bundled, with bundles having a maximum weight of forty (40) pounds.

4.4. Bulk Waste

The CONTRACTOR shall make available the Collection of Bulk Waste items from all Residential Units within the CITY one (1) time per week. The CONTRACTOR shall collect Bulky Waste items per residence per week at no additional charge to the resident or the CITY.

4.5. TV / Appliance Pickup

The CONTRACTOR shall make available the Collection, Hauling and Disposal of TV's and Appliances from all Residential Units within the city limits. It shall be the Resident's responsibility to purchase a sticker from City Hall.

4.6. Spring Cleanup

The CONTRACTOR shall provide labor, equipment and Hauling for the annual spring cleanup as specified by the CITY. The event shall be held on a Saturday in April, which the City and Contractor shall coordinate to schedule. All waste collected during the Spring Cleanup shall be transported to the South Dallas County Landfill. The Contractor shall provide required services for this event at no charge to the City or Residents.

4.7. Events

The CONTRACTOR shall provide Solid Waste Collection services for all CITY-affiliated events (Annual Sweet Corn Festival) at no charge to the City.

4.8. Christmas Tree Pickup

The CONTRACTOR shall provide Collection, Hauling and Disposal for Christmas tree pickup on occasions at least two days in January as designated by the CITY.

4.9. Disposal Sites

The CONTRACTOR shall dispose of all Household Waste and Bulk Waste at the South Dallas County Landfill or such other site as may be designated by the CITY, in its sole discretion. The CONTRACTOR shall Dispose of Yard Waste and Christmas Trees at the South Dallas County Landfill, or at another site designated by the CITY.

5. OPERATIONS AND PERFORMANCE

5.1. Collection Days/Times

The CONTRACTOR shall, with the approval of the CITY, determine the day of the week the Collections will take place. Collection of Household Waste, Recyclable Waste and Bulk Waste shall take place on the same day. Yard Waste shall be collected on Tuesdays, subject only to Holiday schedules. If the CONTRACTOR later desires to change the date of Collection, the CONTRACTOR must first gain approval by the CITY, and subsequently provide each resident sixty (60) days' notice at the CONTRACTOR'S expense. All Collections shall be made during the period of time of 7:00 a.m. through 5:00 p.m. Extending the hours of service to meet this obligation is subject to the CITY's prior approval.

5.2. Holidays

The following holidays will be observed as non-Collection days by the CONTRACTOR:

- | | |
|------------------|-----------------|
| ◆ New Year's Day | ◆ Labor Day |
| ◆ Memorial Day | ◆ Thanksgiving |
| ◆ Fourth of July | ◆ Christmas Day |

The suspension of Collection service on any holiday in no way relieves the CONTRACTOR of its obligation to provide Collection service at least once a week. Collection shall occur on the next business day if the Collection day is on or after the holiday, with normal Thursday Collection occurring on Friday, normal Friday Collection occurring on Saturday, etc.

5.3. Service To Elderly/Disabled

The CONTRACTOR understands that some of the Residential Units to be served under this Contract are occupied by elderly residents and/or disabled residents who have difficulty hauling Household Waste and Recyclable Waste to the curbside as provided herein. The CONTRACTOR agrees that if requested by an elderly or otherwise disabled resident, CONTRACTOR will collect the waste from a location adjacent to said resident's dwelling during the regular scheduled pickup. The CONTRACTOR shall do so at no additional charge. Such a request shall be granted in a courteous manner. The CONTRACTOR may request CITY review and approval of a resident's request if the CONTRACTOR deems the request to be an abuse of the definition of elderly or disabled.

5.4. Rejection Of Waste

The CONTRACTOR may decline to collect any Cart or Bag not reasonably placed by the curbside or alley, any Carts that have a large quantity of liquids, or any Household Waste not properly contained. The CITY may review this decision.

If CONTRACTOR declines Collection, the driver shall use the following procedure:

1. CONTRACTOR shall leave the non-targeted materials in the Cart and leave an "education tag" indicating why Collection was declined and the proper method to set out the waste or an alternate location for the resident to dispose of the waste.
2. The driver shall record the address and the CONTRACTOR shall report the address to the CITY in the monthly report due to the CITY.

5.5. Office Hours

The CONTRACTOR shall be required to establish and maintain an office with continuous supervision for accepting complaints and resident calls during the hours of 7:00 a.m. through 5:00 p.m., Central Time, Monday through Friday. There shall also be an answering machine and/or answering service to receive calls during non-business hours. The customer service representatives taking calls shall be familiar with the terms of this contract and resolve complaints and resident calls in a manner consistent with CONTRACTOR'S obligations herein. The CONTRACTOR shall maintain records of all complaints received and the disposition of each complaint and shall furnish copies of those records to the CITY on a monthly basis.

5.6. Missed Collection

In the event that a regularly scheduled Collection is missed and a complaint is received by either the CITY or the CONTRACTOR, and where no fault can be found on the generator's part, a special Collection of the waste will be required of the CONTRACTOR on the same day of the complaint. The CITY shall notify the CONTRACTOR of any complaints it receives within one (1) hour of receipt. If notification to CONTRACTOR of a missed Collection is not made before 1:00 p.m. the missed Collection shall be collected by noon on the following business day.

5.7. Severe Weather

The CONTRACTOR may postpone Collections due to severe weather. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures jeopardize the safety of the CONTRACTOR'S staff or result in unsafe driving conditions. If Collections are postponed, the CONTRACTOR shall immediately notify the CITY. The CONTRACTOR will collect all Solid Waste before 4:00 p.m. on the following business day or the following Saturday, whichever is soonest.

5.8. Conduct Of Employees/Contractor

CONTRACTOR's personnel shall always act in a professional, courteous manner (e.g.; polite responses to resident questions, controlled handling and placement of any Carts, handling of other's property as if it were their own, etc.), use no abusive or foul language and perform their duties as quietly as possible. CONTRACTOR's personnel shall make a concerted effort to have at all times a presentable appearance and attitude.

5.9. Vehicles

The CONTRACTOR shall provide an adequate number of well-maintained vehicles which are uniformly and clearly marked on both sides with the CONTRACTOR's name, logo and phone number which can be readily seen at a distance of at least one hundred feet (100').

Vehicles shall be leak-proof, durable and of easily cleanable materials. The vehicles shall be maintained in good repair so as to prevent leaking of oil, fuel, coolant, or hydraulic fluid onto CITY streets. Vehicles and equipment shall be cleaned as needed to maintain a neat appearance and prevent offensive odors. A broom and shovel shall be located on each vehicle to clean up spills.

6. PAYMENTS AND FEES

6.1. CONTRACTOR'S Costs

The CONTRACTOR agrees to assume all Tipping Fees, Disposal Fees, license and all other applicable fees, and any costs assessed or caused to be assessed by any Governmental authority in connection with the Collection and Disposal of Solid Wastes applicable in this Contract, and agrees to pay said fees and costs, including any increases thereof in a timely manner as required by the landfill authority or regulatory agency, and to hold the CITY harmless from any liability therefore.

In addition, CONTRACTOR shall be responsible for the cost of all equipment, employment, benefit, wage withholding, taxes, regulatory fees/fines, and any and all other costs in any way related to the activities undertaken by CONTRACTOR in fulfillment of its obligations under this contract and hold the City harmless therefrom.

6.2. Contract Price Components

In consideration of the CONTRACTOR's services to the CITY, the CITY shall pay the CONTRACTOR a monthly fee per Residential Unit (RU) with the first such monthly period commencing July 1, 2016. The Contract price paid to the CONTRACTOR shall have the following components:

- ◆ Household Solid Waste Collection: \$ 8.58/RU/month
- ◆ Recyclable Waste Collection/Processing: \$ 3.39/RU/month
(Every Other Week Service)
- ◆ Yard Waste Collection/Processing: \$ 1.97/RU/month

The number of Residential Units collected shall be determined by the CITY from the actual number billed during the previous billing period.

6.3. Residential Unit Counts

The CONTRACTOR and the CITY agree that they will work together at all times to develop an accurate count of Residential Units and address list of customers. The CITY shall provide the CONTRACTOR a quarterly Residential Unit count and then adjust these counts on a as needed basis for Contract payment purposes based on changes to the utility billing accounts.

The CONTRACTOR will provide service to Residential Units within the City Limits, including any additional Residential Units added through annexation or otherwise as may be determined through changes in monthly utility billing accounts by the CITY. The aforementioned formula for compensation due the CONTRACTOR will provide for greater or less compensation due the CONTRACTOR for servicing more or less Residential Units on a monthly basis.

6.4. Resident Utility Billing

The CITY shall submit utility billing statements and collect charges from all Residential Units for service provided by the CONTRACTOR for the regular Solid Waste services provided under the terms of this Contract. Regular services exclude TV and Appliance Collection and Disposal.

The CITY's utility billing rates to residents shall be based on the Contract price and component price schedules set forth in the Contract plus an administration fee.

6.5. Payment Schedule

The CITY shall remit payment to the CONTRACTOR within fifteen (15) days following the receipt and approval of the CONTRACTOR'S invoice.

The CONTRACTOR shall be entitled to payment for services rendered irrespective of

whether or not the CITY collects from customers for such service.

6.6. Contract Price Adjustments

The Contract prices shall apply for the term of this Contract except to the extent modified under paragraphs A and B below.

A) The CONTRACTOR may propose to increase the Household Waste Disposal price component if the Solid Waste Tipping Fees at the designated Waste Disposal site are increased during the Contract period. The change proposed by CONTRACTOR in the Household Waste Disposal price component (\$/RU/month) shall be directly proportional to the change in the Tipping Fees (\$/ton).

Such an increase in waste Tipping Fees shall not affect the CONTRACTOR's fees for the Collection and Hauling of Household Waste, the Collection/Processing of Recyclable Waste Fee or Yard Waste Collection/Processing Fee. However, either party may request to renegotiate the Contract price components for Recyclable Waste or Yard Waste if the Disposal costs at these respective facilities change significantly during the term of this Contract.

Any such change to the Contract price must be first approved in writing by the CITY before it becomes effective. In the event that the City does not agree to the Contract Price change proposed by CONTRACTOR, the CONTRACTOR may terminate the contract upon 180 days' notice to the CITY.

B) The City will allow an annual CPI increase on the rates set forth in Section 6.2 of this agreement based on the published Bureau of Labor Statistics "Consumer Price Index for all Urban Consumers, Midwest Region, All Items", or two percent (2%), whichever is lower. The first period for which a CPI increase pursuant to this paragraph will be allowed is July 1, 2017, for the period commencing July 1, 2017 through July 1, 2018.

6.7. Materials Rebates

CONTRACTOR shall pay unto the City an amount equal to the entire Rebate received or accruing to CONTRACTOR for materials collected in the CITY. Said payment shall be paid to the CITY quarterly for any Rebate received or accrued during the preceding quarter throughout the term of this contract or any extension thereof commencing July 1, 2016. The CONTRACTOR shall provide an accounting of all Rebates received or accrued throughout the term of this Contract within 30 days of any such request by the CITY. CONTRACTOR shall act in Good Faith and shall not seek to structure agreements with any individual or entity to conceal or circumvent the payment and accounting of Rebates hereunder. Rebates may be zero or positive; Rebates shall not be negative (i.e., Rebates shall not accrue as an additional charge to the CITY).

7. INDEMNIFICATION, INSURANCE, BONDS

The CONTRACTOR shall be totally responsible for all equipment owned and operated within the City of Adel and CONTRACTOR's employees, subcontractors, and agents.

7.1. Indemnity

The CONTRACTOR will defend, indemnify and save harmless the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs, judgments, expenses, and attorney's fees, and any other costs of defense resulting directly or indirectly from an act or omission of the CONTRACTOR, its officers, agents, servants, and employees in the performance of this contract, any environmental liability that is a result of this Contract or by reason of the failure of the CONTRACTOR to fully perform, in any respect, any of its obligations under this Contract. The CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants, and employees.

7.2. Insurance

The CONTRACTOR shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

A. Workmen's Compensation

- ◆ Statutory Requirement shall be met.

B. Commercial General Liability Insurance.

CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury and property damage which may arise from operations under the Contract with minimum limits are as follows:

- ◆ \$1,000,000 – per occurrence
- ◆ \$2,000,000 – annual aggregate
- ◆ \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- ◆ Premises and Operations Bodily Injury and Property Damage
- ◆ Personal and Advertising Injury
- ◆ Blanket Contractual Liability
- ◆ Products and Completed Operations Liability

C. Business Automobile Liability Insurance.

CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury and property damage resulting from the ownership,

City of Adel – Ankeny Sanitation
Contract for Residential Solid Waste Collection

operation, maintenance or use of all vehicles which may arise from operations under this Contract with minimum limits as follows:

- ◆ \$1,000,000 – per occurrence combined single limit for bodily injury and property damage

In addition, the following coverages should be included:

- ◆ Owned, hired, and non-owned vehicles.

D. Property Damage:

- ◆ \$50,000 each occurrence

E. Excess Umbrella Coverage:

- ◆ \$5,000,000 each occurrence

All insurance will be provided by insurers acceptable to the CITY and authorized to do business in the State of Iowa. Prior to the commencement of work, the CONTRACTOR shall furnish the CITY with certificates of insurance. The certificates of insurance shall name the CITY as an additional insured. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance notice to the CITY.

7.3. Performance Bond

Before this Contract can be executed, the CONTRACTOR shall furnish an annual/renewable corporate surety bond or a Letter Of Credit written by an acceptable bank as security for the performance of the Contract. Said bond or Letter of Credit must be in the amount of Twenty Five Thousand Dollars (\$25000).

The surety of the bond shall be a duly authorized corporate surety company authorized to do business in the State of Iowa. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or termination of this Contract, the CONTRACTOR shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in no way obligated to extend or renew the bond.

This Contract shall be subject to termination by the CITY at any time if said bond is cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the CITY at least sixty (60) days prior to the effective date of said cancellation. The Contract will not be terminated if, within thirty (30) days of such notice, the CONTRACTOR files with the CITY a similar bond to be effective for the balance of the Contract period.

8. GENERAL PROVISIONS

8.1. Binding Effect

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

8.2. Compliance With Applicable Laws

The parties to the Contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation, and effect of this Contract. The CONTRACTOR shall conduct the services set forth in this Contract in compliance with all applicable federal, state, county, and CITY rules, regulations, and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

8.3. Permits, Licenses, And Taxes

The CONTRACTOR shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the CITY or other jurisdiction.

8.4. Discrimination

Neither the CONTRACTOR nor any subcontractor or person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, affectional preference, religion, national origin, veteran status, or disability.

8.5. Assignment Of Contract

No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the CONTRACTOR without the prior express written consent of the CITY, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety and such delegation will not relieve the CONTRACTOR or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the CONTRACTOR's liability.

8.6. Change Of Ownership

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the Contract, either by assignment or notation, without the prior written approval of the CITY. The Contractor shall not subcontract any services under this contract without prior written approval of the CITY. Failure to obtain such written approval by the CITY prior to any such assignment or subcontract shall be grounds for immediate Contract termination.

8.7. Bankruptcy

"Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature. A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this

Contract unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurances, the other party may terminate the Contract with seven (7) days written notice.

The CITY shall not be bound to the Contract by an insolvent CONTRACTOR's trustee or receiver.

In the event of the CONTRACTOR's bankruptcy, the CITY will have the same remedies as provided for BREACH OF CONTRACT.

8.8. Monthly And Annual Reports

The CONTRACTOR shall provide the CITY with monthly reports detailing:

1. The tonnage of the different classes of Solid Waste collected during the past month;
2. The number of Residential Units served for each of the different classes of Solid Waste during the past month;
3. The number and type of education tags left for non-Collection of Wastes; and,
4. The number and types of customer complaints, with resolutions.

The monthly reports shall be due no later than 15th of each month.

The CONTRACTOR shall provide the CITY with annual reports detailing:

1. The tonnage of the different classes of Solid Waste collected during the past year;
2. A summary of any major challenges encountered over the past year; and
3. Recommendations for improvement of the Solid Waste programs.
4. An annual report of the Contractor's financial operations for the previous year.
This report shall be provided to the City no later than March 1 of each year.

The reports shall be due no later than January 15 of each year during the term of this Contract; the final report shall be due January 15 of the year following Contract end.

8.9. Liquidated Damages

The CONTRACTOR shall agree, in addition to any other remedies available to the CITY, that the CITY may withhold payment from the CONTRACTOR in the amounts specified below as liquidated damages for failure of the CONTRACTOR fulfilling its obligations:

- | | |
|--|---|
| 1. Failure to respond to legitimate service complaints within twenty four (24) hours | One hundred dollars (\$100) per incident. |
| 2. Failure to collect properly notified missed Collections within twenty four (24) hours | Two hundred and fifty dollars (\$250) per incident. |

- | | |
|---|---|
| 3. Failure to provide new, previously unused Household Waste or Recycling Cart to Residential Units or City Facilities within two (2) weeks of request. | \$100 per cart |
| 4. Failure to provide required reports | One hundred dollars (\$100) per incident. |
| 5. Failure to complete the Collections within the specified timeframes without proper notice to the CITY | One hundred dollars (\$100) per incident. |
| 6. Failure to clean up from spills during Collection operations | Two hundred fifty dollars (\$250) per incident. |

These amounts will be for liquidated damages for losses suffered by the CITY and are not penalties. Three (3) or more such incidents in a six (6) month period shall constitute grounds for termination of this Contract and may not be subject to cure at the sole discretion of the CITY.

8.10. Breach Of Contract

Substandard performance, as determined by the CITY in its sole discretion, will constitute non-compliance with the Contract. If the CONTRACTOR fails to perform, or fails to perform in a satisfactory manner, or fails to perform in accordance with applicable ordinances, the CITY shall request documentation from the CONTRACTOR of the actions being taken to rectify and cure the situation. The CONTRACTOR must, within three (3) days of receipt of such demand, return to the CITY a written statement that explains any reasons for nonperformance or delayed, partial, or substandard performance during that period, the actions taken to correct performance issues and a timeline for completion of such actions. If the CONTRACTOR's statement is found unacceptable, or upon the failure of the CONTRACTOR to submit a response statement, or to complete the actions to correct the performance issues, the CITY may terminate the contract and contract with another Contractor and make claims and demands under the terms of the Performance Bond or the Letter of Credit for damages incurred by the CITY.

8.11. Force Majeure

Neither the CONTRACTOR nor the CITY shall be liable neither for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by catastrophe, riot, war, governmental order, or regulation, fine, accident, act of God or other similar or different contingency beyond the reasonable control of the CONTRACTOR or CITY. Labor disputes, slow-downs or strikes shall not constitute a cause for Force Majeure.

8.12. Joint And Several Liability

If the CONTRACTOR is comprised of more than one individual, corporation or other entity, each of the entities comprising the CONTRACTOR shall be jointly and severally liable.

8.13. Amendment To Contract

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

The written modification is not to become effective for a period of seven (7) business days during which time either party may revoke the writing upon delivery to the other party of a written notice to that effect, dated and signed by a notary.

8.14. Illegal And Invalid Provisions

Should any term, provision or other part of this Contract be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid, or unenforceable, such provision or portion thereof shall be formed in accordance with applicable laws or regulations.

In both cases, the remainder of the Contract shall not be affected but shall remain in full force and effect.

This Contract is intended to conform in all respects to applicable statutes of the State of Iowa, and if any part or provision of this Contract conflicts with any applicable statute or law, the statute or law shall govern.

City of Adel – Ankeny Sanitation
Contract for Residential Solid Waste Collection

IN WITNESS WHEREOF, the contracting parties have executed this Contract on the date first written above, executed in duplicate.

CITY OF ADEL, IOWA

ANKENY SANITATION

By: [Signature]
Mayor

By: [Signature]

Date: 6-14-14

Date: 6-14-16

By: [Signature]
City Clerk

Date: 6-14-14

(SEAL)

Anthony Brown

From: Dave Massey <dave@ankenysanitation.com>
Sent: Monday, February 22, 2021 1:02 PM
To: Anthony Brown
Subject: RE: [EXTERNAL] RE: City Of Adel Renewal

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.

ASI is in agreement with extending the Solidwaste agreement with the City of Adel for another 5 years, ending on June 30, 2026

Thanks

Dave Massey
General Manager

LOCALLY OWNED
& OPERATED

515.964.5229
ANKENY SANITATION INC.
PO Box 487 Ankeny, IA 50021
(515) 964-5229 office | (515) 964-7021 fax

From: Anthony Brown <abrown@adeliowa.org>
Sent: Monday, February 22, 2021 11:21 AM
To: Dave Massey <dave@ankenysanitation.com>
Subject: RE: [EXTERNAL] RE: City Of Adel Renewal

Dave, our City Attorney advised that you simply need to respond to this notice indicating that ASI is in agreement with extending the contract for another five years (i.e., July 1, 2021 through June 30, 2026).

Once we have that on record, we will be set since the council authorized the notice extension on February 9.

Thanks!

Sincerely,

Anthony Brown
City Administrator
City of Adel

From: Dave Massey <dave@ankenysanitation.com>
Sent: Thursday, February 18, 2021 7:59 AM
To: Anthony Brown <abrown@adeliowa.org>
Subject: [EXTERNAL] RE: City Of Adel Renewal

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That will work, thanks

Dave Massey
General Manager


PO Box 487 Ankeny, IA 50021
(515) 964-5229 office | (515) 964-7021 fax

From: Anthony Brown <abrown@adeliowa.org>
Sent: Wednesday, February 17, 2021 4:32 PM
To: Dave Massey <dave@ankenysanitation.com>
Subject: City Of Adel Renewal

Dear Dave,

I know you were a part of last week's council meeting, but please consider this official notice from the City of Adel to formally request the renewal of our Residential Solid Waste Services contract agreement for another five-year term.

I will reach out to our City Attorney to determine if we need to do anything further.

Thanks!

Sincerely,

Anthony Brown
City Administrator
City of Adel

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

(515) 993-4525
(515) 993-4527 (F)

www.adeliowa.org

Anthony Brown

From: Kristine Stone <kstone@Ahlerslaw.com>
Sent: Monday, February 22, 2021 9:51 AM
To: Anthony Brown
Subject: RE: Renewal Of Ankeny Sanitation Contract

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.

Anthony,

According to the current agreement, the agreement can be extended by mutual agreement of the parties, by giving at least 90 days notice to the contractor. I would ask Dave to respond to the notice and indicate that the is in agreement with extending the agreement. As long as you have documentation that both parties agree with the extension, and that council has authorized the extension, you are good to go.

Kristine

From: Anthony Brown <abrown@adeliowa.org>
Sent: Wednesday, February 17, 2021 4:34 PM
To: Kristine Stone <kstone@Ahlerslaw.com>
Subject: RE: Renewal Of Ankeny Sanitation Contract

[External Email] Only click on trusted links.

Since the council approved this notice last week (which I emailed to Dave, though he participated in the meeting), is there anything further we need to do to formalize it?

Thanks!

Sincerely,

Anthony Brown
City Administrator
City of Adel

From: Kristine Stone <kstone@Ahlerslaw.com>
Sent: Wednesday, January 20, 2021 12:48 PM
To: Anthony Brown <abrown@adeliowa.org>
Subject: RE: Renewal Of Ankeny Sanitation Contract

Anthony,

I reviewed this agreement and do not have any concerns or revisions to propose. I did not see any terms which jumped out at me. The contract provides that the agreement can be extended for another five years by giving notice to the contractor at least 90 days before the expiration of the contract. The contract is currently set to expire on June 30, 2021. The City therefore has until approximately March 30 to provide this notice.

The item on the next council agenda should therefore be: a motion/resolution directing staff to send a notice to Ankeny Sanitation of the City's intent to extend the current Contract for Solid Waste Services for another five year term.



AGENDA ITEM NO. 4.e
AGENDA SECTION: NEW BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

AGENDA HEADING: Discussion on Assessment Philosophy for Future Projects

ATTACHMENTS:



AGENDA ITEM NO. 4.f
AGENDA SECTION: NEW BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: November 3, 2025

AGENDA HEADING: Discussion of Potential Incentive Revision for Project in the City of Adel Urban Renewal Area

ATTACHMENTS: