



COMMITTEE OF THE WHOLE AGENDA

Tuesday, January 7, 2025 at 6:00 PM

Adel City Hall, 301 S 10th Street Adel, IA 50003

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

OLD BUSINESS

NEW BUSINESS

- 2.a. December 3, 2024 Committee of the Whole Meeting Minutes
- 2.b. Southern Annexation Discussion with Bill Spencer, Landmark Companies, Inc.
- 2.c. Discussion on the Implementation of the NLC Service Line Warranty Program by HomeServe
- 2.d. 2025 Calendar Year Council Dates to Note
- 2.e. ADM Community School Voluntary Annexation Schedule
- 2.f. Update from Parks & Recreation Director Schenck on Developer Concept Near Meadowview School
- 2.g. Discussion on Agreement for Next Trail Project
- 2.h. Discussion of the Request for Proposals - Island Park Campground Lease and Operations
- 2.i. Discussion on Progress of Securing a Firm to Conduct a Comprehensive Needs Assessment for Fire Department Staffing and Station Planning

OTHER BUSINESS

ADJOURNMENT

**Adel Committee of the Whole
December 3, 2024 - Meeting Minutes**

NEW BUSINESS

2.a. June 4, 2024 Committee of the Whole Meeting Minutes

Motion by Christensen, seconded by Ockerman, to approve minutes.

Roll: Ayes - Unanimous. Motion Carried.

2.j. Project Update: Evans Park Trail Connections Project

Parks & Recreation Director Schenck shared that there was a meeting this morning about the project and there are 15 working days that remain. The last parts of bridge were poured last week and the crew is hopeful to pour remaining cement, weather permitting.

Sodding/seeding is to be done next spring. Also, the City is exploring another grant opportunity through CIRPTA & DOT for more trails near Cottage St and Kading Properties. That project would be considered a “safe routes to school” project that includes 80% funding. Council Member McAdon asked about connecting Timberview Dr. down Old Portland Rd. Schenck responded that was something that could be looked into.

2.k. Update on Highway 169 Improvements

Council Member Christensen reported that he, along with Council Member West and City Staff met recently with DOT about Highway 169, particularly looking at the roundabout at Common Pl in connection with the new high school location. The school has hired a consultant, and the intention is to have some community sessions to understand the roundabout and how it works with the school. Highway 169 will be open during the construction of the roundabout, but traffic will be slowed. It will be important to let the public know alternate routes. The DOT talked about reducing speeds sooner to get drivers used to the upcoming roundabout and the City will not have to do another speed study. The DOT is also looking at putting in flashing speed signs on both Highway 169 and on Highway 6/Greene Street to assist with reducing speeds. Construction on the roundabout will start in spring of 2026 and finish in fall of 2026. West reported that the DOT shared that resurfacing Highway 169 south to De Soto will be in 2027/2028. The DOT asked the City to put together a prioritized business case, or “list of wants”, for Highway 169 and they could put us on the schedule as early as 2031. They would like to see this business case by next fall. West shared that it was a great conversation, and it was nice to have acknowledgment from DOT about how much money the City has already spent.

2.b. Discussion on the Adel Partners Chamber of Commerce Request for 2025 Chamber Membership Contributions from the City of Adel

The Council asked if this would be a payment that would start in January of each year and Deputy City Administrator/Finance Director Sandquist replied that yes, it will be by the Chamber’s budget year which is the calendar year. The Council then requested a MOU or agreement be created with agreed upon expectations of what services the City would receive from this position, specifying a termination clause, having City staff included in the hiring committee, and committing for a minimum period of three years. Council Member Ockerman shared that he did not agree with the whole concept. Ockerman’s preference is to have someone on City staff to attract businesses to Adel and that the City already spends money on other organizations (Greater Dallas County Development Alliance, Mid-Iowa Planning Alliance, etc.). Council Member Selby said that this person would be dedicated to Adel while those other organizations are servicing many other communities. Council Member West said that he sees the need for someone who is business friendly who can be the in-between person for negotiations between the City and developers. It was also discussed that the City would restructure the Planning and Zoning Department to go along with this position. A Community Development Director position would be created along with an administrative support position to take care of the nuisances, sidewalk regulations, building inspections, etc. Sandquist pointed out that the advertising for the Community and

Economic Development Director position did not go well as what was budgeted for the position did not attract any candidates with the qualifications requested. Supporting the funding request from the Chamber and restructuring the Planning & Zoning Department as mentioned would be a more cost-effective option for the City. Council Member Christensen said that this is a great start and is a structure we will eventually outgrow. The key is to get a solid MOU or agreement in place.

Council Member Christensen moved to put on the agenda to direct staff to start working towards creating a legal agreement with the Chamber outlining the items mentioned above. Council Member Ockerman is opposed.

2.c. Discussion on the Agreement with Greater Dallas County Development Alliance

Council Member West asked if the funding request was an increase of 50%. Sandquist shared that this request would move the agreement to an 18-month agreement so it would align with the fiscal year instead of the calendar year, so the funding request is for 18-months of payment which keeps the request the same amount as before. Council Member Ockerman shared that the Greater Dallas County Development Alliance has had to spend most of their time in Perry with the issues that they have had this year. The GDCDA is also working on setting up meetings with developers for the east annex area and they have had meetings with Zach Nunn and Joni Ernst for daycare/workforce housing. Ockerman said that Adel's name has been put out there, but we do not have anything ready to go for developers. Council Member McAdon responded that there are some federal funds available to assist in economic development. McAdon asked how staff could receive better communication with the Alliance as they have had little to none in the past year. Ockerman responded that Rachel Wacker does attend the Chamber meetings with McAdon responding that she attends some. West asked if the Council is supposed to have regular updates. Sandquist responded that Rachel has been reminded that we expect quarterly updates, and she said she will do them from now on. It was mentioned that there has been some staff turnover that they are having to deal with. The same agreement would be used as was utilized previously with an update on dates.

Council Member McAdon asked if there was a consensus to add approval of the agreement to the City Council agenda on December 10th. It was unanimously approved.

2.d. Discussion of Ordinance No. 418, Replacing and Repealing Chapter 55, Animal Protection and Control for the Purpose of Adding Regulations Related to Dangerous and Potentially Dangerous Dogs

Discussion ensued concerning having "City Administrator" as part of the impoundment section. Police Chief Book shared that the purpose of having City Administrator in that section is to have a neutral party outside of the enforcement party to oversee the complaint. This would be a very rare situation. Council Member Selby asked if we could make the addition of "or designee" after City Administrator. It was the consensus that the addition would be sufficient. Book added leashing regulations that were missing before and the chicken policy that the City currently is enforcing. Council Member Christensen asked about the definition of "potentially dangerous dogs" and if it should be more encompassing of all animals. Book stated that the ordinance was drafted after Iowa City's as it was most like what the Council had asked for.

Council Member McAdon asked if there was a consensus to add approval of the ordinance to the City Council agenda on December 10th. It was unanimously approved.

2.e. Discussion on Future of Island Park Campground

Parks & Recreation Director Schenck talked with the Park Board last night and it was discussed proceeding as normal with getting a new tenant to run the campground. The only

change to the lease would be to adjust the utility rates. Council Member Ockerman suggested putting the lease in the same way as the ADM Soccer Club where the lessee pays the water and electricity utilities themselves. Council Member Christensen pointed out that Island Park is still a City-owned property so there may be others using the restrooms that the lessee would have to pay for. Council Member West asked if we could get the information about putting a water meter out there and how much it would cost. West also asked about the possibility of online reservations for camping to make it more convenient for campers. West stated that Island Park is an Adel park and represents Adel. Council Member Ockerman disagreed that since we lease the property the lessee can do whatever they want with online reservations or not. Schenck said he would work with Ahlers and have a lease for the Council to look over at the January Council meeting.

2.f. Discussion on South Dallas County Landfill Concerning the Comprehensive Plan

Council Member McAdon reported that when the State of Iowa initiated a number of statutes to reduce the amount of waste going into landfills, one statute was to create a comprehensive plan to reduce by 25% and then by 50%. No landfill has been able to meet that reduction percentage. When South Dallas County Landfill did their comprehensive plan and sent a copy to Metro Waste Authority to include the verbally agreed upon reciprocal agreement, they did not hear back from MWA until the comprehensive plan was finalized. MWA states that the reciprocal agreement between MWA and SDCL was not agreed upon, even though MWA has cashed the checks from SDCL each quarter. SDCL is attempting to come to a formal agreement with MWA, but if they can't then SDCL will not be able to accept any waste outside their service area, the Adel city limits. There will be some impact on the SDCL's revenue and this dissolution of the reciprocal agreement would cause the SDCL to be less efficient but operations would still be sustainable.

2.g. Discussion and Review of EOS Meeting and Bloom Growth Software

City Clerk Erickson asked the Council if they had a chance to review the software. Although many had not, the Council was in support of using the software for tracking rocks and to-dos as well as for Quarterly Update meetings as well as Department Head meetings. Erickson and Council Member Christensen encouraged all Council Members and Department Heads to login and look around the Bloom Growth Software to get used to it. Christensen is hopeful that this software will work well at the department head level, but also work down to the rest of the staff levels.

2.h. Annexation Request from LeMar Koethe

Deputy City Administrator/Finance Director Sandquist reported on the annexation request from August 2023 from LeMar Koethe that was received. Koethe submitted a voluntary annexation request for his property. Sandquist requested that the Council approve staff moving forward with the annexation request. Council Member Ockerman asked if we could see what other properties we could include in the area around Koethe's property to annex in with 80/20. Sandquist responded that she would investigate what properties could be included.

2.i. Discussion of Proposed Policy 3.12.02 Comments From The Public

City Clerk Erickson presented the Council with a proposed policy for Comments From The Public regulations. The policy will guide the public with decorum for addressing the Council, how much time is allowed, and when they will be given the opportunity to speak.

Council Member McAdon asked if there was a consensus to add approval of the policy to the City Council agenda on December 10th. It was unanimously approved.

- 2.l. Discussion on Breakdown of Fee Schedule for the Engineering Agreement with McClure Engineering for the Rapids Street Reconstruction Project
The Council commented that it was nice see the hours broken down.

Council Member McAdon asked if there was a consensus to add approval of the ordinance to the City Council agenda on December 10th. It was unanimously approved.

- 2.m. Discussion on a Master Services Agreement for Engineering Services with McClure Engineering

Deputy City Administrator/Finance Director Sandquist shared with the Council that a Master Services Agreement for Engineering Services with McClure Engineering would essentially finalize a relationship that already exists between the City and McClure. A lot of things come up beyond contracted projects that the City needs engineering advice on and this would create a space to contact McClure for that advice. Sandquist said that the next step would be to bring the agreement to legal to negotiate terms. Council Member McAdon asked who can incur expenses under this agreement. Sandquist responded that ability would be at the department head level. The Council asked that it be very clear in the agreement who can contact McClure with engineering questions among staff. Sandquist stated the next step was to take this to legal for review, add the definition of who can incur costs, and negotiate any additional details and costs.

- 2.n. Discussion on the Development Concept for Watertower Park

Deputy City Administrator/Finance Director Sandquist presented the concept that the Mayor asked staff to add to the agenda. The area to be discussed is the ground between Water Tower Park land and Meadow View school. The Mayor and the school were approached by a developer if the school would be willing to sell their unused parcels and the City would sell 4.5-5.0 acres for a residential development. The benefits for each part are: Developer - make a development; School - sell unused land; City - increased revenue. The request is if the Council wants to move forward with having staff gather more information about infrastructure needs. Council Member Ockerman stated that a lift station would be needed. Ann Street would be developed and by selling off part of the park space would put a row of houses backing up to the park. Sandquist mentioned that this would eliminate two potential soccer fields and the proposed community center. Council Member Christensen stated that he does not like how the streets are laid out. Sandquist mentioned that if we sell off 5 acres that is park land we will never get that park land back. Gary Brons, McClure Engineering, stated that if you don't include the 5 acres from Water Tower Park then it eliminates a lot of residential homes. Also, by allowing development in the Water Tower Park land then it reduces the cost of creating Water Tower Park. Christensen asked with that 5 acres gone and it being residential do we have enough parking for Water Tower Park with taking out Ann as a potential for parking? Brons said that the concept could be adjusted for Water Tower Park or the development. Council Member Selby mentioned that her concern is that we heard from the public about how they want more park facilities. Sandquist shared that the Mayor is wanting to know if there is desire to move forward with finding out more information. She also mentioned that another caveat is that this is in an urban renewal area, meaning this property needs to be available in a competitive manner. More clarification on what that means is needed. Selby asked if the Park Board has an opinion? Parks & Recreation Director Schenck responded that not yet because it has not been presented to the board. Schenck did not even know about this concept as it was done in the background. Schenck does not like it because he does not like losing park ground. Selby shared that she wants to hear from the community because this impacts them. The Council decided it is worth further discussion and input and asked staff to get more information on the concept.

2.o. Discussion on Fire Station / Public Safety Building Lease Option

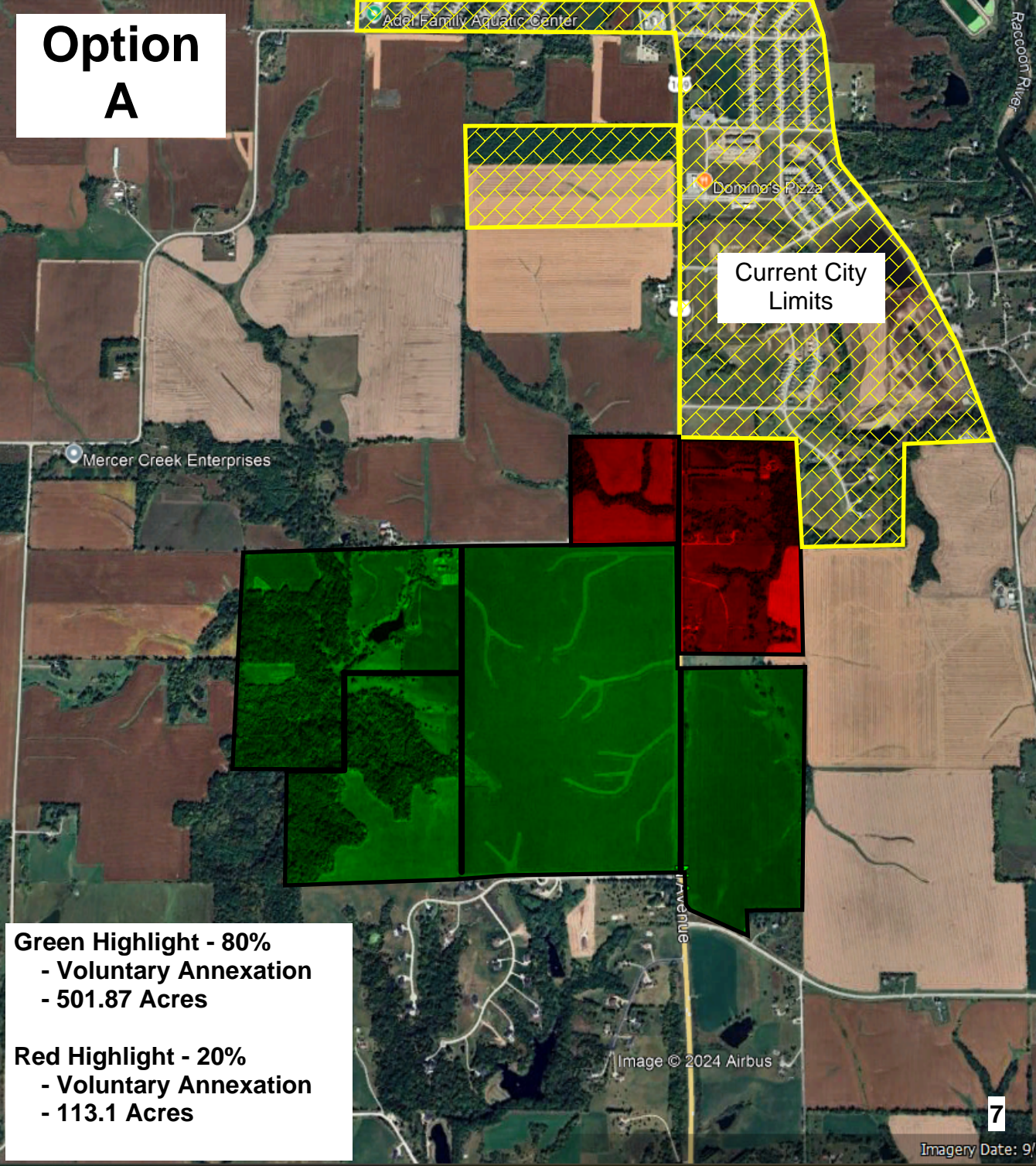
Deputy City Administrator/Finance Director Sandquist shared another item the Mayor asked to be added to the agenda. The City, Mayor, and maybe even Deb Bengtson, have been approached by a developer where the developer would like to purchase some land, build a public safety facility to City specifications, and then lease to the City with option to buy. The Mayor wants to know if the Council would be interested in directing staff to analyze pros and cons of this idea. A lease wouldn't increase debt capacity and this could be part of the needs assessment. The Council is very interested in seeing the financial analysis and the option to bring in the County long-term to partner with EMS.

OTHER BUSINESS

ADJOURNMENT – 8:32 p.m.

Respectfully submitted: Carrie Erickson, City Clerk

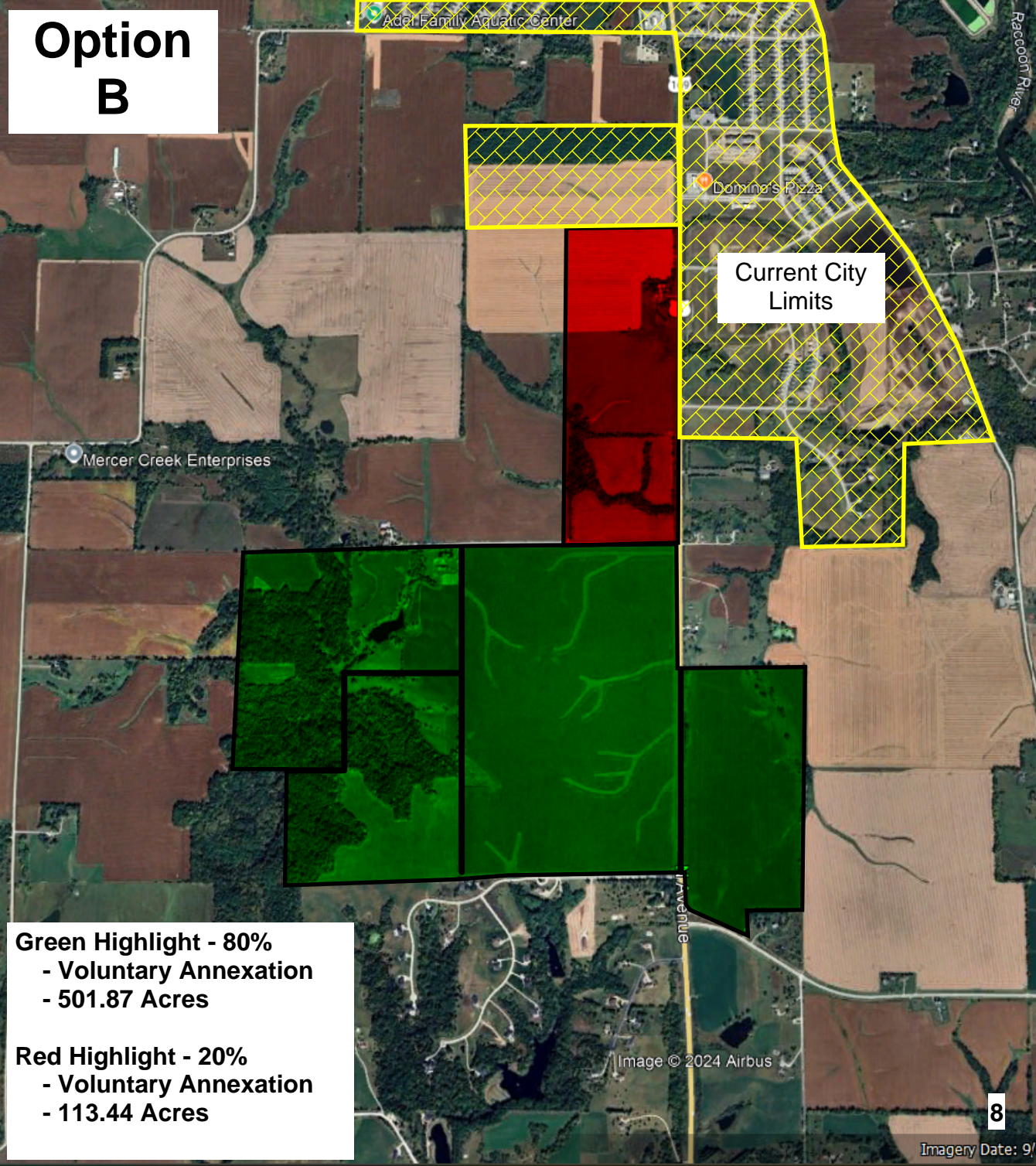
Option A



Green Highlight - 80%
- Voluntary Annexation
- 501.87 Acres

Red Highlight - 20%
- Voluntary Annexation
- 113.1 Acres

Option B



Adel Family Aquatic Center

Mercer Creek Enterprises

Domino's Pizza

Raccoon River

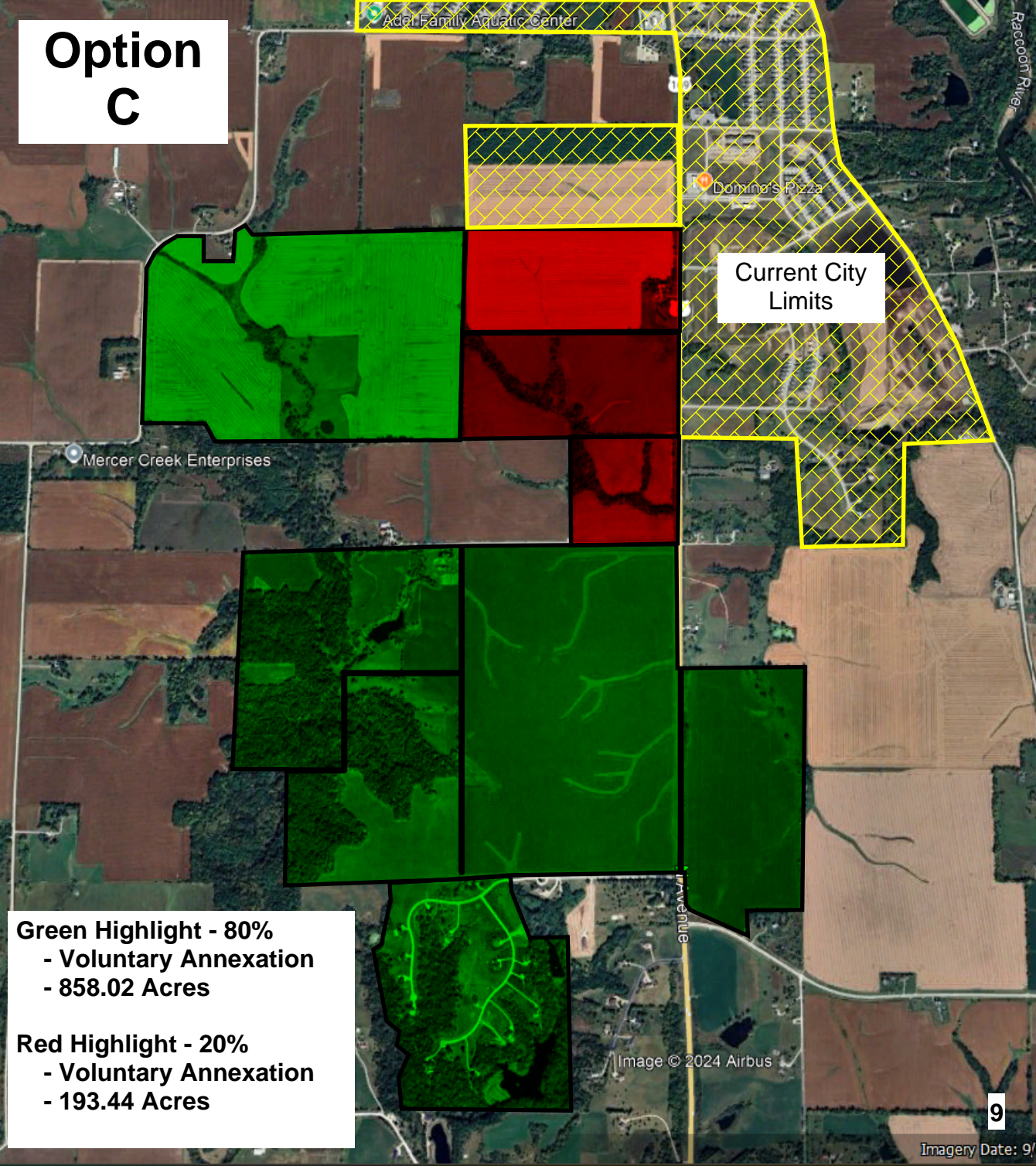
Current City
Limits

Green Highlight - 80%
- Voluntary Annexation
- 501.87 Acres

Red Highlight - 20%
- Voluntary Annexation
- 113.44 Acres

Image © 2024 Airbus

Option C



Current City Limits

Green Highlight - 80%
- Voluntary Annexation
- 858.02 Acres

Red Highlight - 20%
- Voluntary Annexation
- 193.44 Acres

Image © 2024 Airbus

Option A			
Parcel #	Owner	Acres	Y/N
1401300004	SF Inv	40	Y
1401300001	SF Inv	39	Y
1401300002	SF Inv	40	Y
1412100002	Prairie Rose	20	Y
1401300005	Prairie Rose	40	Y
1401400001	CNC	39.76	Y
1401400002	CNC	37.87	Y
1401400003	CNC	39.77	Y
1401400004	CNC	37.88	Y
1412200026	CNC	38.06	Y
1412200028	CNC	36.29	Y
1507100015	Luther Care	93.24	Y
1506300001	Schaefer	35.25	N
1506300002	Schaefer	3.25	N
1506101002	Ackelson	4.99	N
1506101003	Kollenkark	12.21	N
1506101001	Fasano	21.21	N
1401200011	Fasano	36.19	N

Total Yes	501.87	Acres
Total No	113.1	Acres
Can Bring in	125.4675	Acres
Total Acres 80/20	627.3375	Acres
Remaining Acres	12.3675	Acres

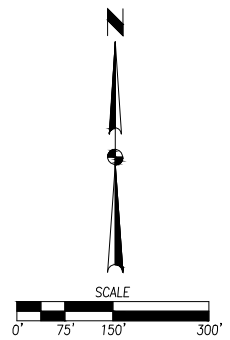
Option B			
Parcel #	Owner	Acres	Y/N
1401300004	SF Inv	40	Y
1401300001	SF Inv	39	Y
1401300002	SF Inv	40	Y
1412100002	Prairie Rose	20	Y
1401300005	Prairie Rose	40	Y
1401400001	CNC	39.76	Y
1401400002	CNC	37.87	Y
1401400003	CNC	39.77	Y
1401400004	CNC	37.88	Y
1412200026	CNC	38.06	Y
1412200028	CNC	36.29	Y
1507100015	Luther Care	93.24	Y
1401200011	Fasano	36.19	N
1401200010	BIRDIE DOG ACRES	38.25	N
1401200008	Schaefer	32.25	N
1401200009	Howe	6.75	N

Total Yes	501.87	Acres
Total No	113.44	Acres
Can Bring in	125.4675	Acres
Total Acres 80/20	627.3375	Acres
Remaining Acres	12.0275	Acres

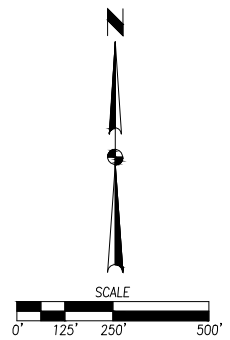
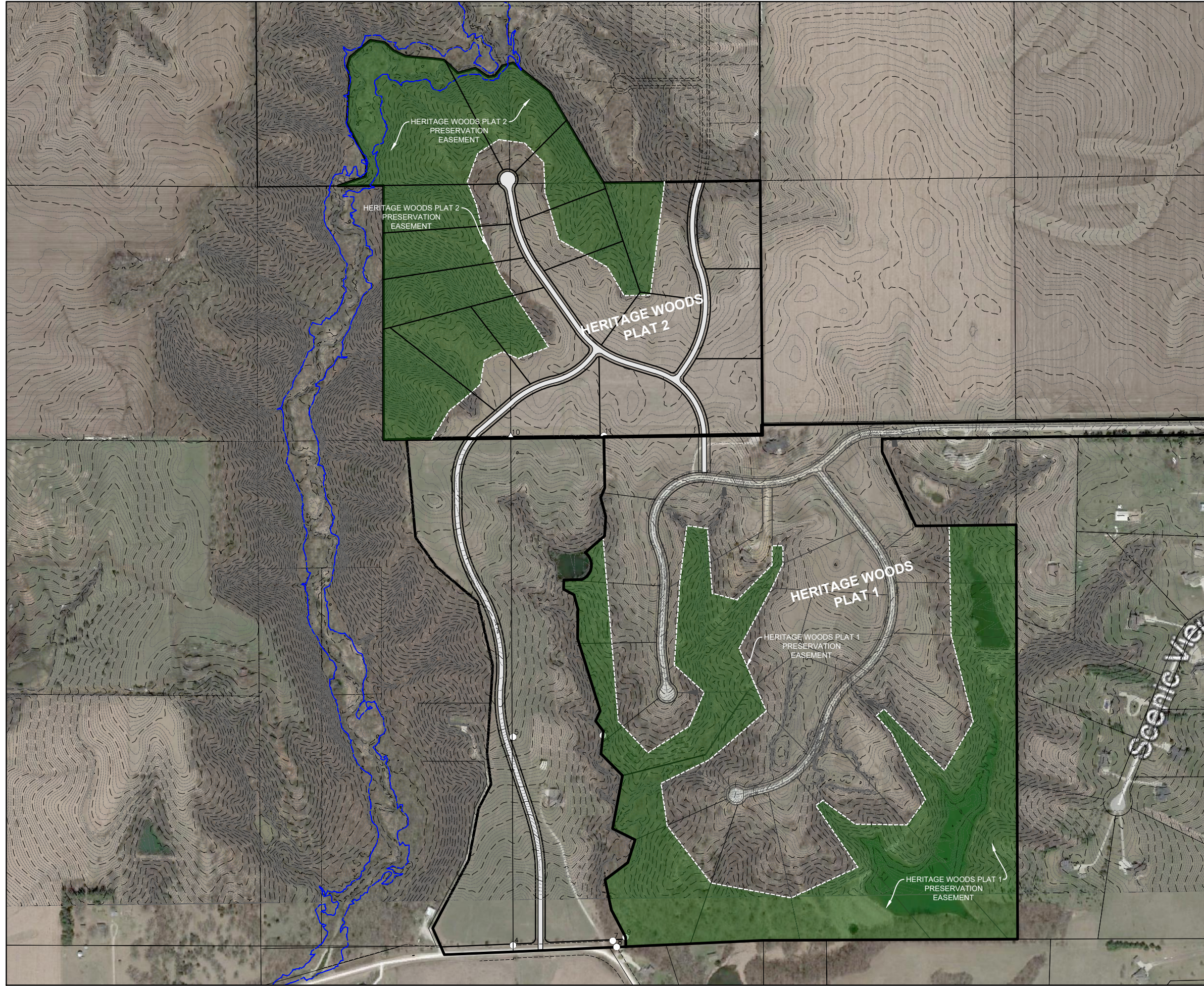
Option C			
Parcel #	Owner	Acres	Y/N
1401300004	SF Inv	40	Y
1401300001	SF Inv	39	Y
1401300002	SF Inv	40	Y
1412100002	Prairie Rose	20	Y
1401300005	Prairie Rose	40	Y
Heritage Woods	Heritage Woods	125.72	Y
1401400001	CNC	39.76	Y
1401400002	CNC	37.87	Y
1401400003	CNC	39.77	Y
1401400004	CNC	37.88	Y
1412200026	CNC	38.06	Y
1412200028	CNC	36.29	Y
1507100015	Luther Care	93.24	Y
1401200011	Fasano	36.19	N
1401200004	BIRDIE DOG ACRES	40	N
1401200010	BIRDIE DOG ACRES	38.25	N
1401100012	Marco Properties	40	Y
1401100006	Marco Properties	41	Y
1402200015	Marco Properties	34.5	Y
1402200014	Marco Properties	29.25	Y
1401100005	Marco Properties	40	Y
1401100011	Marco Properties	40	Y
1402200010	Marco Properties	3.93	Y
1402200011	Marco Properties	0.25	Y
1402200013	Marco Properties	1.5	Y
1401200003	Schaefer	40	N
1401200008	Schaefer	32.25	N
1401200009	Howe	6.75	N

Total Yes	858.02	Acres
Total No	193.44	Acres
Can Bring in	214.505	Acres
Total Acres 80/20	1072.525	Acres
Remaining Acres	21.065	Acres

FILE: H:\2020\2007393\DWG\CONCEPTS\2007393-CONCEPT 2-1-LWS
DRAWN BY: J. ALBERT MURRAY
CHECKED BY: J. ALBERT MURRAY
DATE PLOTTED: 1/2/2025 8:15 AM
PLOTTER: HP DesignJet T1200



FILE: H:\2020\2007393\CONCEPTS\2007393-CONCEPT 2-1-LOWE
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 PLOTTED BY: MARGO MURRAY
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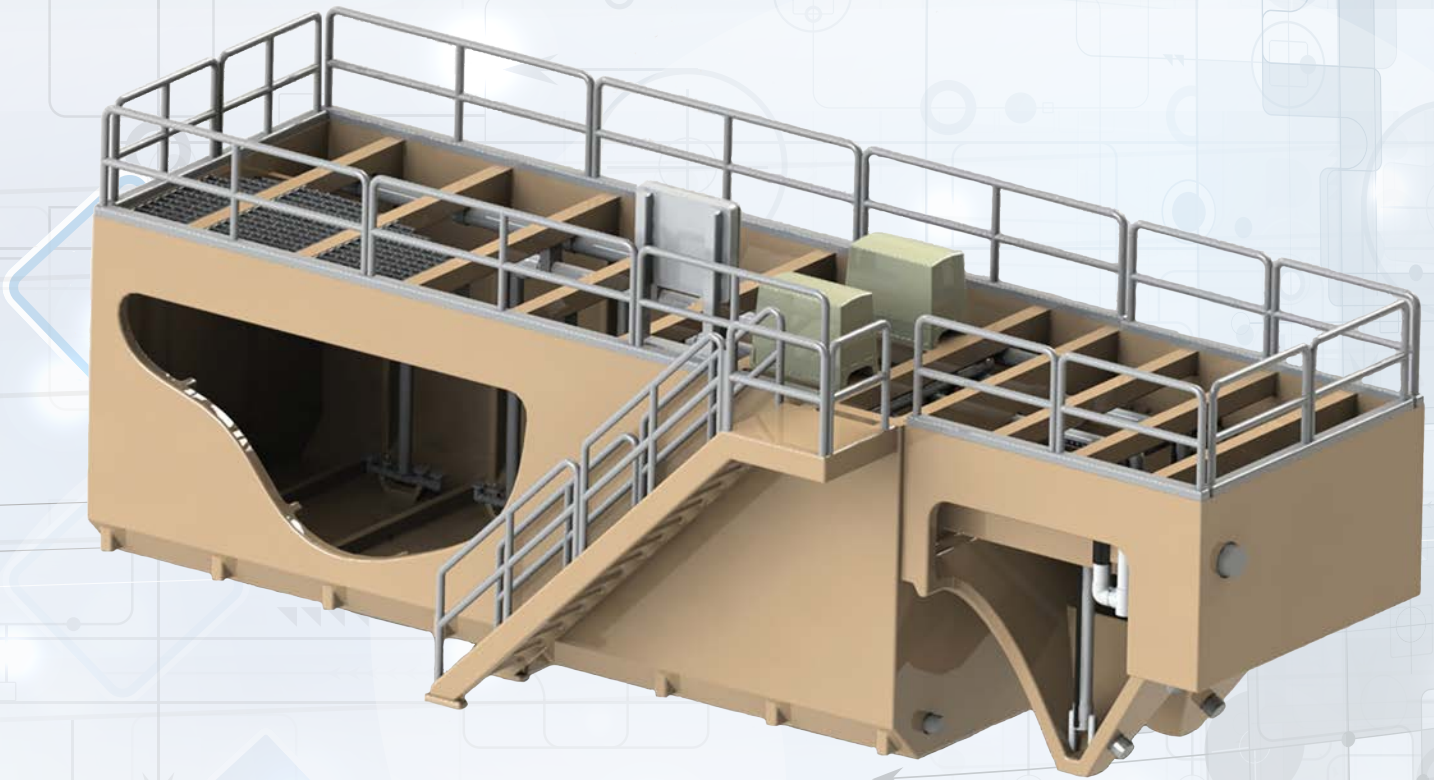
HERITAGE WOODS PLAT 2
OVERALL CONCEPT 2-1



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

REVISIONS	DATE

ENVIRO-AIRE
Package Plant



DELTA TREATMENT SYSTEMS
ENVIRO-AIRETM
PACKAGE PLANT

DELTA TREATMENT SYSTEMS

Package Wastewater Treatment Plants

The Perfect Wastewater Treatment Solution

Delta Treatment Systems is recognized as a leader in wastewater treatment technologies, and we have capitalized on our 50+ years of accumulated design and manufacturing experience to offer ENVIRO-AIRE Package Wastewater Treatment Plants. The product line is available from 500 GPD up to 250,000 GPD and can be used for any application that produces sanitary wastewater. For locations without centralized sewage facilities, the Delta Treatment Systems team will work with you to determine the exact treatment system configuration for your needs and to provide professional assistance from proposal to start up and beyond.

Delta Treatment Systems Uses Biological Processes

Delta's package plants utilize the activated sludge process which allows naturally occurring bacteria to break down and oxidize organic contaminants in domestic wastewater. With the combination of aeration, clarification, and disinfection, the influent organic biological loading is consumed and converted into a highly-treated, clear, and odor-free effluent, allowing for subsurface disposal or direct discharge within stringent regulatory permit requirements. Additional tertiary treatment options can be integrated into the system as needed.



Completely enclosed and insulated



Above-grade installation



At-grade installation

Typical Applications

- Housing developments
- Hotels and motels
- Schools
- RV Parks/Campgrounds
- Resort areas
- Apartment complexes
- Condominiums
- Military facilities
- Highway rest areas
- Prisons
- Agricultural waste
- Industrial facilities
- Power stations
- Mobile home parks
- Vineyards
- Convenience Stores



Complex treatment system servicing industry needs.

ENVIRO-AIRE Package Plants

Delta Treatment Systems ENVIRO-AIRE Package Plants are designed to meet the particular needs of each project. Suitable for permanent or temporary use in areas outside the reach of municipal wastewater systems, each package plant is pre-built at the factory and shipped to the project site as a self-contained unit requiring minimal field work. These package plants can be as simple as secondary treatment or as complex as a biological nutrient reduction (BNR) system.

Secondary and tertiary treatment systems include blowers, electrical controls, aeration equipment, settling, filters, and/or disinfection methods. Other ancillary equipment such pumps, mixers, flow measuring equipment, filter media, and liquid level sensors may be utilized. Options for above-grade or at-grade systems include gratings and handrails; above-grade systems also include stairways or ladders. A Delta Treatment Systems representative can assist you in determining the system that will meet your requirements.



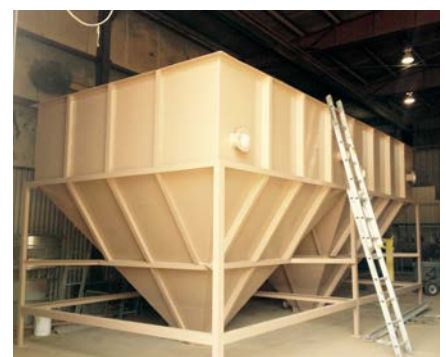
Air Blower Unit



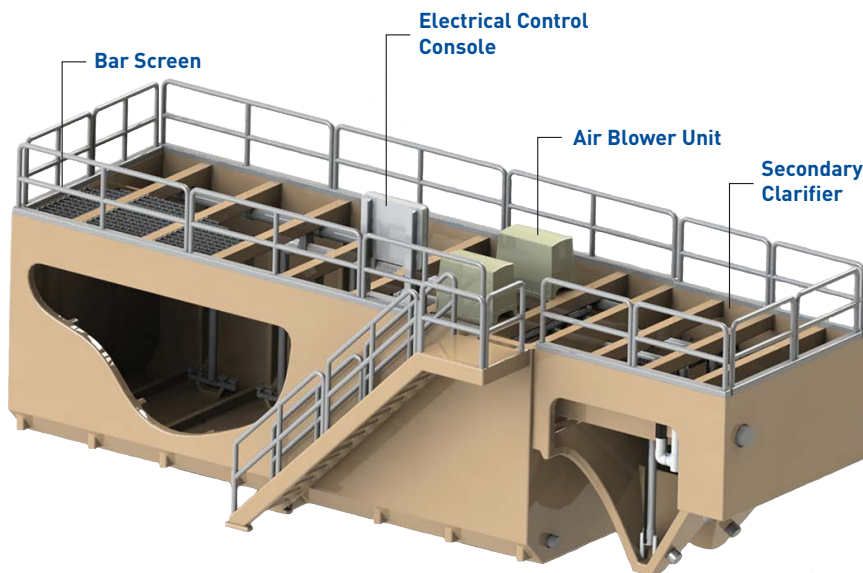
Electrical Control Console



Flow Distribution Chamber



Secondary Clarifier with Chlorination



Wastewater tankage made of steel has a long and increasingly successful track record thanks to steady improvements in both coating technology and surface preparation methods. The knowledge around coating performance is extensive, allowing a specifier to select from a broad range of coatings based on the desired service life for any type of wastewater application. Specific guidance is also available from our technical sales team at Delta Treatment Systems. For additional information see our Technical Note: Coating Systems for Steel Wastewater Tankage.

Custom Configurations and Paint Colors



For more information and access to ECOPOD Standard Commercial Designs visit www.deltatreatment.com or scan the QR code for quick access.



Other Delta Treatment Systems Products



9125 Comar Drive, Walker, LA 70785, 1 (800) 219-9183 | WWW.DELTATREATMENT.COM

Because we are continuously improving our products and services, Delta Treatment Systems reserves the right to change specifications without prior notice. K4331 04/2021 © 2021 Delta Treatment Systems, LLC. All Rights Reserved.

NLC Service Line Warranty Program

by



Ashley Shiwarski
Sr Director, Business Development
Ashley.Shiwarski@homeserveusa.com
412-874-9454



NLC Service Line Warranty Program by HomeServe



Offering services for over 20 years



4.8 out of 5 stars customer satisfaction



Program endorsed since 2010

“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”

Clarence Anthony, Executive Director
National League of Cities



HomeServe Key Statistics*

- Over **4.8 million** customers
- Over **8.5 million** policies
- Over **1,200** municipal and utility partnerships
- Job serviced **every 34 seconds**
- Customer savings to date: **over \$2 Billion**

* As of January 2023



Aging Infrastructure

Challenging for cities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water and sewer lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- City is responsible for maintenance of the water and sewer lines on their property
- Repairs are covered by their homeowner's policy



Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them on repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



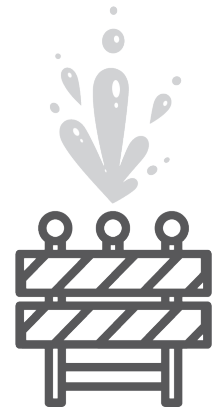
56% of Americans can't cover a \$1,000 emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported having \$500 or less or no money set aside for a home repair emergency. (Harris Poll/HomeServe 2021)



Solution for Cities and their Residents



Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs



Educates residents about their responsibility for exterior lines



Municipalities/Utilities



Reduces calls to the Municipality/Utility



Timely repairs reduce water loss from line breaks - use of local contractors infuses money into the local economy



Turnkey program - provides marketing, billing, claims, customer service



No cost for the municipality/utility to participate

Only Service Line Program endorsed by the National League of Cities and Iowa League of Cities

NLC Service Line Warranty Program

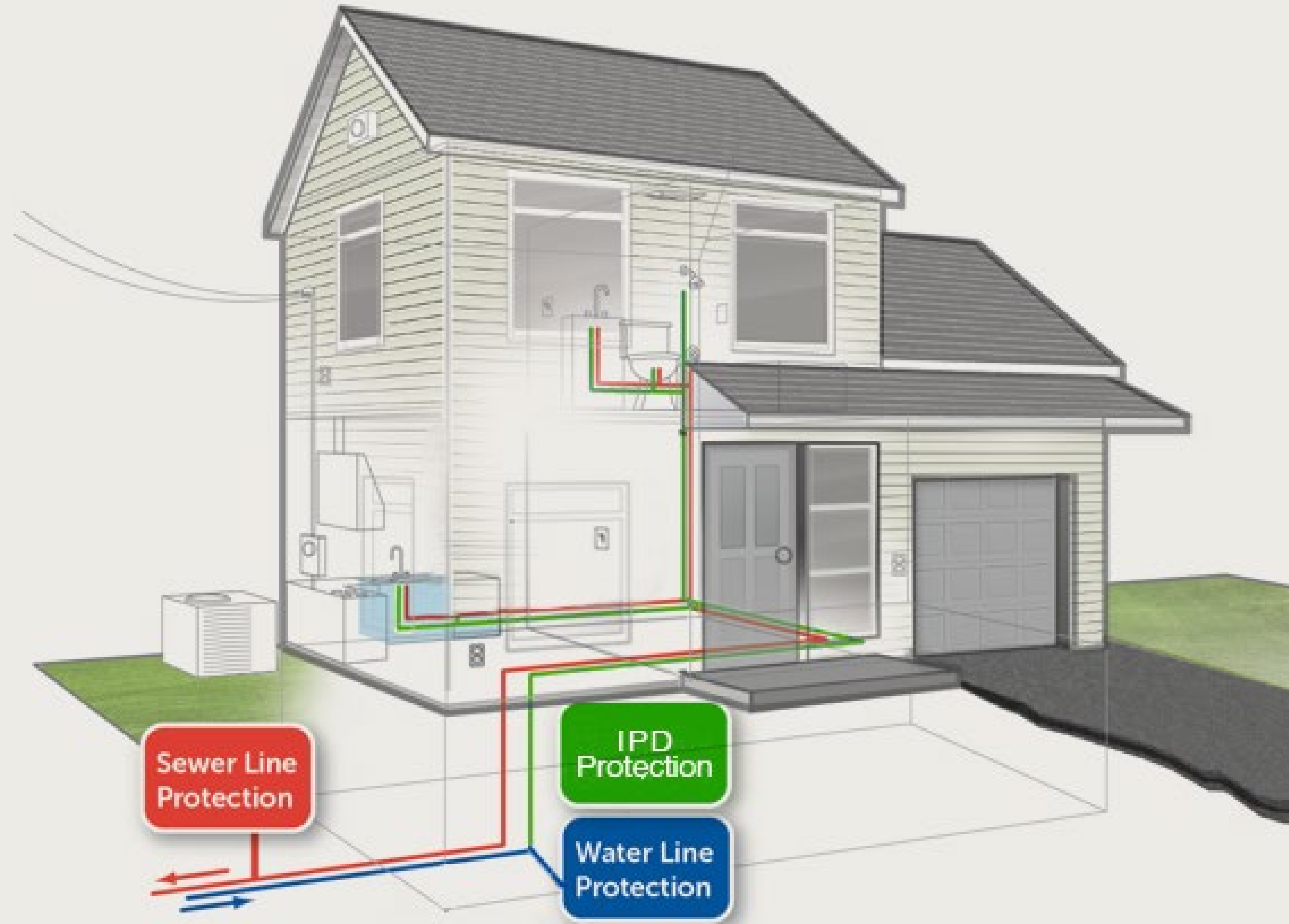
by



Endorsed by



CITIES STRONG TOGETHER



Optional Homeowner Protection



External Water Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



External Sewer Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



In-home Plumbing & Drain

Up to \$3,000 per incident on all water, sewer, and drain lines inside the home after point of entry



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



No pre-inspection - 30 day waiting period



Homeowner opt in or out at any time - no penalty



Locally based, fully licensed and vetted contractors



Toll-free emergency number available 24 hours a day, 365 days a year



Guaranteed repairs

Homeowner Education

- No public funds used in marketing, distribution, or administration of the program
- Direct mail only – Limited to 3 mailing campaigns per year
- Partner must review and approve marketing material before each and every campaign
- Marketing clearly states city does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, phone or web

Revenue Share

- Non-tax revenue share for the City
- Cities utilize funds for important initiatives including:
 - ✓ Infrastructure improvements
 - ✓ Low-income assistance/community charities
 - ✓ Partially offset rate increases



HomeServe in Iowa

Key Statistics



131

municipal partners



69K

customers with 110K protection plans



38K

jobs completed in the State of Iowa



\$45M

savings for Iowa homeowners



Partner of the Iowa League of Cities



Affinity Partner of the Iowa Rural Water Association



Over 1300 Partners, Including 137 in Iowa

- *Des Moines Water Works*
- *City of Iowa City*
- *Sioux City Water and Sewer*
- *City of Waterloo*
- *City of Council Bluffs*
- *City of Bettendorf*
- *City of Mason City*
- *City of Clinton*
- *City of Marshalltown*
- *City of Ottumwa*
- *Marshalltown Water Works*
- *Muscatine Power & Water*
- *City of Newton*
- *City of Indianola*
- *City of Fairfield*
- *City of Grinnell*
- *City of Norwalk*
- *City of Creston*
- *City of Decorah*
- *City of Red Oak*
- *City of Maquoketa*
- *City of Estherville*
- *City of Independence*
- *City of DeWitt*
- *City of Harlan*
- *City of Eldridge*
- *City of Cherokee*
- *City of Winterset*
- *City of Sheldon*
- *Osceola Water Works*
- *City of Iowa Falls*
- *City of Manchester*
- *City of Camanche*
- *Chariton Municipal Water*
- *City of Waukon*
- *City of Hampton*
- *City of Cresco*
- *City of Albia*
- *City of New Hampton*
- *City of Carlisle*
- *City of Sergeant Bluff*
- *City of Eagle Grove*
- *City of Tipton*
- *City of Rock Valley*
- *City of Clarion*
- *City of Polk City*
- *City of West Liberty*
- *City of Belle Plaine*
- *City of Grundy Center*
- *City of Solon*
- *City of Missouri Valley*
- *City of Eldora*
- *City of Hawarden*
- *City of Madrid*
- *City of Bloomfield*
- *City of Belmond*
- *City of Jesup*
- *City of Sac City*
- *City of La Porte City*
- *City of Princeton*
- *City of West Branch*
- *City of Monroe*
- *City of Colfax*
- *City of Alta*
- *City of Lake City*
- *City of Mount Ayr*
- *City of Dallas Center*
- *Woodbine Municipal Light and Power*
- *City of Reinbeck*
- *City of Mitchellville*
- *City of Oakland*
- *City of Prairie City*
- *City of Corydon*
- *City of Ely*
- *City of Ackley*
- *City of Avoca*
- *City of Manning*
- *City of Holstein*
- *City of Akron*
- *City of Earlham*
- *City of State Center*
- *City of Manly*
- *City of Sheffield*
- *City of Roland*
- *City of Lake Park*
- *City Of Aurelia*
- *City of St. Ansgar*
- *City of Panora*
- *City of Van Meter*
- *City of Allison*
- *City of Baxter*
- *City Of DeSoto*
- *City of Sidney*
- *City of Sloan*
- *City of Griswold*
- *City of Eldon*
- *City of Shellsburg*
- *City of Armstrong*
- *City of Palo*
- *City of Wayland*
- *City of Hinton*
- *City of Exira*
- *City of Hedrick*
- *City of Melbourne*
- *City of Dayton*
- *City of Whiting*
- *City of Stratford*
- *City of Walker*
- *City of Everly*
- *City of Early*
- *City of Gilmore City*
- *City of Riverdale*
- *City of Lime Springs*
- *City of Grand Mound*
- *City of Richland*
- *City of Rolfe*
- *City of Badger*
- *City of Garwin*
- *City of Lewis*
- *City of Stacyville*
- *City of Lovilia*
- *City of Farragut*
- *City of Birmingham*
- *City of Mystic*
- *City of Lohrville*
- *City of Thornton*
- *City of Union*
- *City of Plymouth*
- *City of Salix*
- *City of Rhodes*
- *City of McCausland*
- *City of Leland*
- *City of Holland*
- *City of Frederika*
- *City of Woolstock*
- *City of Swaledale*
- *City of Carson*



**NLC Service Line
Warranty Program**

by



Questions?

For more information contact:

Ashley Shiwarski

Sr. Director, Business Development

Ashley.Shiwarski@homeserveusa.com

412-874-9454



RECOMMENDATION: It is recommended that Mayor and City Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and the Iowa League of Cities and, will help City of Adel achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines.
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City.
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty 10% of the premiums collected.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$7.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
External Sewer Line	\$12.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
In-Home Plumbing	\$12.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of the premiums collected

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate and the City would receive 10% of the premiums collected, paid annually.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Adel, Iowa (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. **Grant of License.** City grants to SLWA a license (“**License**”) to use City’s designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates (“**Marks**”), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA’s use of the Marks in accordance with this Agreement will not infringe any other party’s rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA’s marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this

Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
City of Adel
ATTN: Brittany Sandquist
301 S. 10th Street
Adel, IA 50003
email: bsandquist@adeliowa.org
Phone: (515) 993-4525

To: SLWA:
Utility Service Partners Private Label, Inc.,
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Growth Officer
601 Merritt 7, 6th Floor
Norwalk, CT 06851
email: michael.backus@homeserveusa.com
Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Iowa, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Iowa, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF ADEL

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.,
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Growth Officer

Exhibit A

Marketing Agreement

City of Adel Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 7.99 per month)
 - i. Covers Customers' responsibility: From the main to the water meter or main shut-off valve inside the home.
 - ii. Covers non-functioning stop boxes or shut off valves that are part of the Customers' lines.
 - iii. Covers thawing of frozen external water lines.
 - iv. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - v. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 12.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 12.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Adel, Iowa (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

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2. **City Obligations.**

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B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

5. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

6. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

7. **Indemnification.** To the extent allowed by law, each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans

under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. Anti-Bribery and Corruption.

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

10. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

11. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
City of Adel
ATTN: Brittany Sandquist
301 S. 10th Street
Adel, IA 50003
email: bsandquist@adeliowa.org
Phone: (515) 993-4525

To: SLWA:
Utility Service Partners Private Label, Inc.,
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Growth Officer

601 Merritt 7, 6th Floor
Norwalk, CT 06851
email: michael.backus@homeserveusa.com
Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

12. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

13. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

14. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

15. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Iowa, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Iowa, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

16. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF ADEL

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.,
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Growth Officer

Exhibit A

Marketing Agreement

City of Adel Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- III. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 7.49 per month)
 - i. Covers Customers' responsibility: From the main to the water meter or main shut-off valve inside the home.
 - ii. Covers non-functioning stop boxes or shut off valves that are part of the Customers' lines.
 - iii. Covers thawing of frozen external water lines.
 - iv. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - v. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 12.49 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 12.49 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- IV. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Adel, Iowa (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. **Grant of License.** City grants to SLWA a license (“**License**”) to use City’s designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates (“**Marks**”), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA’s use of the Marks in accordance with this Agreement will not infringe any other party’s rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA’s marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** To the extent allowed by law, each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend

against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
City of Adel
ATTN: Brittany Sandquist
301 S. 10th Street
Adel, IA 50003
email: bsandquist@adeliowa.org
Phone: (515) 993-4525

To: SLWA:
Utility Service Partners Private Label, Inc.,
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Growth Officer
601 Merritt 7, 6th Floor
Norwalk, CT 06851
email: michael.backus@homeserveusa.com
Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Iowa, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Iowa, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF ADEL

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.,
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Growth Officer

Exhibit A

Marketing Agreement

City of Adel Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 7.99 per month)
 - i. Covers Customers' responsibility: From the main to the water meter or main shut-off valve inside the home.
 - ii. Covers non-functioning stop boxes or shut off valves that are part of the Customers' lines.
 - iii. Covers thawing of frozen external water lines.
 - iv. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - v. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 12.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 12.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

2025

JANUARY

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Committee of the Whole Meeting Dates

City Council Meeting Dates

Holidays

Dates to Note:

- Two City Council meetings in January and March. There is always the option of having a second City Council meeting in a month on the 4th Monday of the month, but those are the two months where the second meetings are definite.
- The City Council meeting in November would have been on Veteran's Day if it was on the regular second Tuesday of the month. To avoid that holiday, we will be moving the City Council meeting in November to Monday, November 10th. (There will need to be a discussion on whether a Committee of the Whole meeting is necessary on Tuesday, November 4th as that is Election Day.)

**SCHEDULE FOR APPROVAL OF VOLUNTARY ANNEXATION
(not within “urbanized area” of any city)**

Documents to be provided to County Auditor for review/approval	Copy of annexation application(s), map and legal description of entire annexation territory		
FIRST MEETING (Set dates of Consultation Meeting and Public Hearing on Application)	DATE	TIME	<u>Location:</u>
	Jan. 14, 2025	6:00 P.M.	Adel City Hall
<p><i>If County ROW included:</i> Serve County Attorney with Notice of Public Hearing and copy of Application</p> <p><i>If State ROW included:</i> Serve Attorney General with Notice of Public Hearing and copy of Application</p>			
<p>Immediately following First Meeting: Send written Notice of Consultation Meeting and copy of annexation applications to the (1) board of supervisors of each county and (2) township trustees of each township that contains land in the annexation territory.</p> <p style="background-color: yellow;">The annexation territory is within <u>Dallas County(ies)</u> and within <u>Adams Township.</u></p>			
CONSULTATION MEETING <i>At least 14 business days prior to the mailing of copies of applications (i.e., at least 28 business days prior to Public Hearing)</i>	Jan. 21 at 2:00 p.m.		<u>Location:</u> Adel City Hall Council Chambers <u>Designated Representative:</u> City Staff
<p style="text-align: center;">MAIL APPLICATIONS</p> <p><i>At least 14 business days prior to Public Hearing, mail copy of application(s) and copy of notice of public hearing</i></p> <p style="text-align: center;"><u>by certified mail</u> to:</p> <ol style="list-style-type: none"> 1. <i>Board of supervisors of each county containing a portion of the territory</i> 2. <i>Each affected public utility*</i> 3. <i>Each non-consenting owner of property in the annexation territory (if any)*</i> <p style="text-align: center;">AND</p> <p style="text-align: center;"><u>by regular mail</u> to:</p> <ol style="list-style-type: none"> 1. <i>Chairperson of the board of supervisors of each county containing a portion of the territory</i> 	Feb. 17, 2024	N/A	<p>The affected public utilities are:</p> <p><u>Xenia Rural Water</u></p> <p><u>MidAmerican Energy</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>PLEASE CONFIRM: The annexation territory does NOT adjoin the city boundaries of another City and is NOT within 2</p>

<p>2. <i>Each property owner of property adjacent to annexation territory (except if the adjacent property is already in a city)</i></p> <p><i>*Must also send notice by regular mail if no certified mail receipt received</i></p>			<p>miles of another city, correct? Y/N <u>Yes</u></p>
<p>PUBLISH NOTICE OF PUBLIC HEARING (At least 14 days prior to Public Hearing)</p>	<p>On or before Feb. 24, 2025</p>	<p>N/A</p>	<p>Name of <u>Official County Newspaper</u> to Publish Notice in: <u>Dallas County News</u></p>
<p>SECOND MEETING/PUBLIC HEARING (Public Hearing and Resolution Approving Application)</p>	<p>March 11, 2025</p>	<p>6:00 P.M.</p>	<p><u>Location:</u> Adel City Hall</p>
<p><u>IF 100% VOLUNTARY ANNEXATION:</u></p> <p>A) CITY CLERK FILES DOCUMENTS <i>Filed with:</i> 1. Secretary of State 2. Board of supervisors of each county containing a portion of the territory 3. Each affected public utility 4. State department of transportation</p> <p>B) CITY CLERK RECORDS DOCUMENTS WITH COUNTY RECORDER</p>	<p>No deadline</p>	<p>N/A</p>	<p><u>Documents to file/record:</u> 1. Resolution approving annexation 2. The map of the territory 3. The legal description of the territory</p>
<p><u>Upon completion of annexation:</u></p> <p>A) UPDATE CITY ELECTION WARDS (Iowa Code Sec. 48A.27)</p> <p>B) CERTIFY POPULATION OF ANNEXED TERRITORY TO STATE TREASURER (Iowa Code Sec. 312.3)</p>	<p>No deadline</p>	<p>N/A</p>	<p>N/A</p>
<p><u>Upon completion of annexation:</u> City must file written notification with all public utilities operating in the annexed territory and the State Department of Revenue (Iowa Code Sec. 368.24)</p>	<p>No deadline</p>	<p>N/A</p>	<p><u>Documents to include in notice:</u> 1. Resolution approving annexation 2. The map of the territory 3. The legal description of the territory 4. Statement of effective date of annexation 5. Each street address in the annexed territory</p>

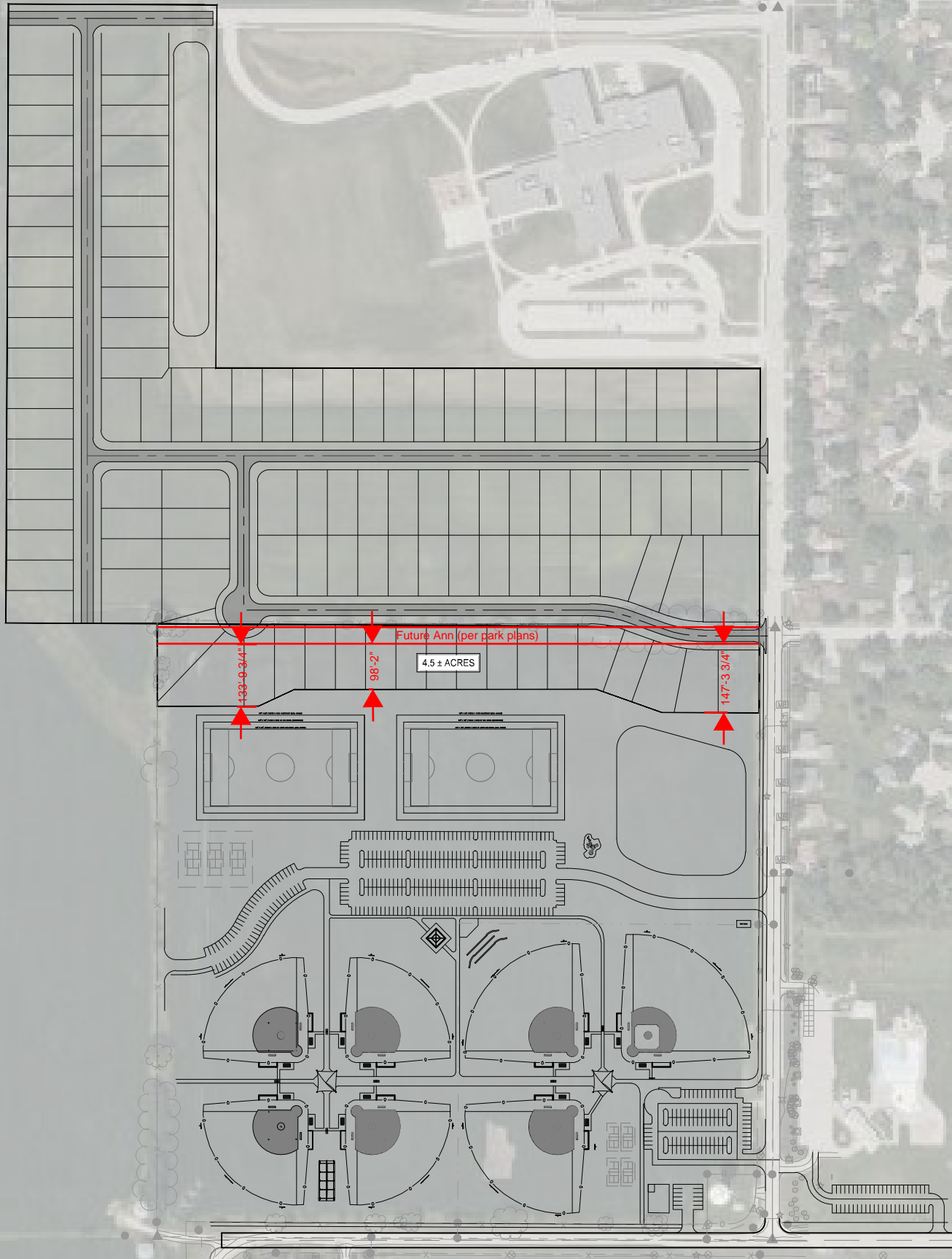


building strong communities.

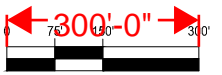
1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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NORTH



GRAPHIC SCALE

Preliminary

10/01/2024 12:27:06 PM

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Adel Recreation Trail Connectors

Project Number: 2022000959-000

Project Manager: Alex Schlader, PE

This Agreement, is made on the _____ day of January, 2025, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Adel, Iowa (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Adel Recreation Trail Connectors Island Park to Kinnick Feller Park Evans Park to Racoon River Valley Trail

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
2. Payment to the CONSULTANT shall be made within 30 days of invoice for work satisfactorily completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Undisputed, past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, and if such payments are undisputed, the CONSULTANT may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the CONSULTANT.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.
7. The amount of the CONSULTANT's compensation is \$247,800.00. The contract type is Time and Expense, up to a Not To Exceed (NTE) amount.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Adel, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Vice President/Authorized Signatory

McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or **Owner's agents** or **consultants** to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All sketches, tracings, plans, specifications, reports and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Owner** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be at the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Consultant** shall not perform any additional services without the prior written approval of **Owner**.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

- 12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor
- 12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
- 12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.
- 12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

- 15.1 Failure of the **Owner** to make undisputed payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make an undisputed payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.
- 15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services satisfactorily performed prior to termination and all reasonable termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive termination of this Agreement.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$1,000,000.00.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Undisputed amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month.

20.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

21.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

22.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

23.0 INSURANCE REQUIREMENTS: The **Consultant** shall maintain the following insurance for the duration of this Agreement and for one (1) year after the date of completion of the work under this Agreement.

General Liability	
<i>Each Occurrence</i>	<i>\$1,000,000</i>
<i>General Aggregate</i>	<i>\$2,000,000</i>
Workers' Compensation	
<i>Employers' Liability Each Accident</i>	<i>\$1,000,000</i>
<i>General Aggregate</i>	<i>\$2,000,000</i>
Professional Liability	
<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Policy Aggregate</i>	<i>\$2,000,000</i>
Umbrella Liability	
<i>Each Claim</i>	<i>\$7,000,000</i>
<i>Policy Aggregate</i>	<i>\$7,000,000</i>
Automobile Liability	
<i>Combined Single Limit</i>	<i>\$1,000,000</i>

The **Consultant** shall provide the **Owner** with a Certificate of Insurance listing the **Owner** as additional insured on a primary and non-contributory basis for the General Liability, Automobile Liability, and Umbrella Liability coverages.

The **Consultant** shall provide a waiver of subrogation in favor of the **Owner** under the General Liability, Automobile Liability, and Workers' Compensation coverages.

30 days' notice of cancellation applies to the General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation coverages.

EXHIBIT B



McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective 1/1/2025 through 12/31/2025)

PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Team Leader	\$250
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
Survey Crew	\$135-290

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

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

I. PROJECT DESCRIPTION

- A. This scope of services is for the design and construction services for two segments of trail connections. The segments are described as follows:
 - a. Segment #1 includes a 10-foot PCC trail from Island Park pedestrian bridge to Kinnick Feller Park and will include an additional segment between the ball fields to the parking lot located on Grove Street.
 - b. Segment #2 includes a 10-foot PCC trail from Evan's Park trail to the Racoon River Valley trail via the east side of South 14th Street.
 - c. Refer to Exhibit G for concept trail alignment used in the Transportation Alternatives Program (TAP) grant application.
- B. Design will include an ADA compliant 10-foot-wide trail including new ADA compliant curb ramps at trail crossings. Driveways will be reconstructed to meet SUDAS design standards to accommodate the new trail sections. Curb and gutter sections will be replaced for all curb ramp and driveway sections are to be replaced for ADA compliancy. Rectangular Rapid Flashing Beacons (RRFB) will be placed at the Green Street and US Highway 169 crossings.
- C. Modular block and segmental block retaining walls are **not** anticipated on the PROJECT. If retaining walls are deemed necessary, it is assumed that a combined sidewalk concrete retaining wall(s) will be designed adjacent to the proposed trail.
- D. The PROJECT will be partially funded using Transportation Alternatives Program (TAP) funds and will follow project development guidelines as described in the Instructional Memorandum to Local Public Agencies for federal-aid projects through the Systems Planning Bureau at the Iowa Department of Transportation (DOT).
- E. The PROJECT will be let by means of an Iowa Department of Transportation (DOT) letting, and the latest edition of the Iowa Department of Transportation Design Manual and Standard Specifications will be applicable to the design with supplement from the Iowa Statewide Urban Design and Specifications (SUDAS).

II. BASIC SERVICES

A. Phase 100 – Preliminary Planning and Reports

- 1) Task 101 – Preliminary Planning and Reports (General)
 - (a) The CONSULTANT will prepare and submit a Concept Statement (Form 517001) for LPA Federal-Aid projects through the Transportation Program Management System (TPMS)
 - (b) The CONSULTANT will prepare and submit the Determination of Effect for Threatened and Endangered Species for Local Public Agencies form (Form 760005).

B. Phase 200 – Existing Conditions

- 1) Task 212 – Wetland Delineation
 - (a) Wetland Field Delineation
 - (i) Determine if the project will impact any of the following:
 - 1. Hydric soils
 - 2. Hydrophytic vegetation
 - 3. Areas with wetland hydrology
 - 4. Wetlands
 - 5. Other Water of the US and/or the State (Streams, tributaries, ponds, other)
 - (ii) Survey wetland boundaries with a handheld GPS unit providing sub-meter accuracy.
 - (iii) Add survey information to GIS base map.
 - (b) Wetland Delineation Report: The report shall include:
 - (i) A narrative of work done, and wetland areas/other waters found.
 - (ii) General and detailed maps showing the boundaries of the wetlands in relation to the proposed project.
 - (iii) Delineation data sheets.
 - (iv) GIS shapefile and/or georeferenced AutoCAD 2018 file of wetland areas and other waters.
 - (v) Report content and format appropriate for regulator submission and permitting related to Section 404, US Clean Water Act and Section 401, Iowa Water Quality Certification.

C. Phase 400 – Preliminary Design

- 1) Task 401 – Preliminary Design and Plans
 - (a) The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way and easement requirements. The CONSULTANT will incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the PROJECT.
 - (b) Preliminary Trail Geometrics
 - (i) The CONSULTANT will refine trail geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.
 - (c) Preliminary Horizontal Alignment and Vertical Profiles
 - (i) Utilizing the preliminary geometric layout, the CONSULTANT will refine the horizontal alignment and develop vertical profiles for the trail connector segments.
 - (d) Trail Modeling and Cross Sections:
 - (i) The CONSULTANT will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary trail model and cross sections for inclusion in the preliminary plans.
 - (ii) All cross sections will be at 25-foot intervals and entrance centerlines.
 - (e) Preliminary Acquisition Requirements Identified
 - (i) The CONSULTANT will identify permanent and temporary easement needs based on the preliminary design development.
 - (ii) It is anticipated that one (1) permanent easement and up to twenty-six (26) temporary construction easements may be necessary.
 - (f) Preliminary Signal Design
 - (i) The CONSULTANT will provide a signal layout for a solar powered RRFB signals for the crossings at US Highway 169 and Greene Street.
 - (g) Preliminary Construction Staging and Traffic Control
 - (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential properties along the corridor.
 - (ii) Pedestrian detour routes and signing are not anticipated. The CONSULTANT will plan for sidewalk closures in all locations of proposed trail segments.
 - (h) Preliminary Storm Sewer Design
 - (i) Not included in the scope of services.
 - (ii) Minor vertical adjustments to storm sewer structures will be included in the design as necessary.
 - (i) Preliminary Sanitary Sewer Design
 - (i) Not included in the scope of services.
 - (ii) Minor vertical adjustments to sanitary sewer structures will be included in the design as necessary.
 - (j) Preliminary Water Main Design
 - (i) Not included in the scope of services.
 - (ii) Minor vertical adjustments to water valves and/or fire hydrants will be included in the design as necessary.
 - (k) Preliminary Retaining Wall Design
 - (i) The CONSULTANT will determine the horizontal location of combined sidewalk concrete retaining wall(s) and establish a typical cross section used for construction. For budgetary purposes, two (2) retaining walls will be designed.
 - (l) Preliminary Plans: The CONSULTANT will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services) and Section 1 (Project Description). The 60% plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical trail sections and special details)
 - (iii) C-Sheets (General notes)
 - (iv) D-Sheets (Segment #1 plan and profile)
 - (v) E-Sheets (Segment #2 plan and profile)
 - (vi) F-Sheets (Removals)
 - (vii) G-Sheets (Survey control and alignments)

- (viii) H-Sheets (Right-of-way layout)
- (ix) N-Sheets (Pedestrian Crossing Signal)
- (x) S-Sheets (Sidewalk/Trail plan view layout only. Sidewalk/Trail tabulation sheets are to be performed during final design)
- (xi) U-Sheets (Retaining Wall plan view, as necessary)
- (xii) W-Sheets (Segment #1 cross sections)
- (xiii) X-Sheets (Segment #2 cross sections)
- (m) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
- (n) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
- (o) Furnish Preliminary Design Documents
 - (i) The CONSULTANT will submit and distribute a preliminary plan set to the OWNER for review and comment.
 - (ii) The CONSULTANT will submit the Preliminary Opinion of Probable Construction Costs.
 - (iii) The CONSULTANT will submit the following to the Iowa DOT via TPMS for review and comment:
 1. TPMS message including information detailed in Iowa DOT IM 3.400
 2. Preliminary Plans (including comments from the Preliminary Plans from the OWNER)
 3. Preliminary Plan Checklists per Iowa DOT requirements
 4. Opinion of Probable Construction Costs (Preliminary Plans)
 5. Design exception documentation, if necessary

D. Phase 500 – Final Design

- 1) Task 501 – Final Design and Plans
 - Pre-Final (Check) Design and Plan Preparation
 - (a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
 - (b) Check Plans: The CONSULTANT will design and prepare Check (95%) Plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services) and Section 1 (Project Description) of the Agreement. The Check (95%) plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical trail sections and special details)
 - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
 - (iv) D-Sheets (Segment #1 plan and profile)
 - (v) E-Sheets (Segment #2 plan and profile)
 - (vi) F-Sheets (Removals)
 - (vii) G-Sheets (Survey control and alignments)
 - (viii) H-Sheets (Right-of-way layout)
 - (ix) J-Sheets (Staging layout and traffic control)
 - (x) K-Sheets (Pavement marking and permanent traffic sign layout)
 - (xi) N-Sheets (Traffic signal layout and details)
 - (xii) RC-Sheets (Sediment control quantities and pertinent tabulations)
 - (xiii) RR-Sheets (Erosion control and storm water pollution prevention plan)
 - (xiv) RU-Sheets (Erosion control details)
 - (xv) S-Sheets (Sidewalk/Trail layout and tabulation)
 - (xvi) U-Sheets (Retaining Wall and Special details, as necessary)
 - (xvii) W-Sheets (Mainline cross-sections)
 - (xviii) X-Sheets (Side Road cross-sections)
 - (c) Special Provisions:
 - (i) Special Provisions are **not** anticipated. If special provisions are required the CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or

- procedures to describe their construction and will be paid through an amendment to the agreement. To the greatest extent possible, existing special provisions developed for previous Iowa DOT projects will be utilized.
- (d) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.
 - (e) Furnish Check Plan Documents
 - (i) The CONSULTANT will submit and distribute a Check Plan set and Opinion of Probable Construction Cost to the OWNER for review and comment.
 - (ii) The CONSULTANT will submit the following to the Iowa DOT for review and comment:
 1. Transmittal Letter including information detailed in Iowa DOT IM 3.700
 2. Check Plans (including comments from the Preliminary Plans from the OWNER)
 3. Check and Final Plan Checklists per Iowa DOT requirements
 4. Opinion of Probable Construction Costs (Check Plans)
 5. Special Provisions are **not** anticipated.
 6. Design Exception documentations are **not** anticipated
 7. Public Interest Finding request is **not** anticipated
 8. Entering bid items online on the Iowa DOT's TPMS website.
 - (f) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
 - (g) Project Permitting
 - (i) NPDES Storm Water Permit
 1. The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
 2. The CONSULTANT is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.
 - (ii) Iowa DNR Water Supply Section – Construction Permit Application is **not** expected to be included on the PROJECT.
 - (iii) Iowa DNR Wastewater Construction Permit Application is **not** expected to be included on the PROJECT.
 - (iv) Iowa DNR Floodplain Development Permit, Sovereign Lands/Environmental Review and US Army Corps of CONSULTANTS 404 Water Quality Joint Application will be completed and submitted by the CONSULTANT. It is expected that the permit may take up to 6 months before approval.
 - (v) Iowa Department of Transportation Application to Perform Work Within State Highway Right-of-Way.
 - (h) Final Plans:
 - (i) Order of Magnitude Opinion of Probable Construction Costs
 1. The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
 - (ii) Furnish Final Plans and Project Manual
 1. The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
 2. The CONSULTANT will submit the following to the Iowa DOT for review and comment:
 1. Transmittal letter, memo, or email including the information as outlined in Iowa DOT I.M. 3.700
 2. Final Plans (including comments from the Check Plans from the City and Iowa DOT)
 3. Check and File Plan Checklists per Iowa DOT requirements
 4. Opinion of Probable Construction Costs (Final Plans)
 5. Confirmation of bid items online on the Iowa DOT's TPMS website.
 6. The CONSULTANT will sign and submit the Project Development Certification (PDC) (Form 730002) to the Iowa DOT.

7. Copy of 404 Permit
 8. Copy of NPDES Permit
 9. Copy of Iowa DOT Work Within State Highway Right-of-Way permit.
- (iii) Bidder Coordination
1. The CONSULTANT will provide clarifications and/or addendums to bidder questions during the bidding process. Questions from bidders will be provided by the Iowa DOT.
 2. The CONSULTANT will provide bidder coordination for one (1) bid letting.

E. Phase 600 – Construction Administration

- 1) Task 602 – Construction Administration (General)
 - (a) Pre-construction Meeting - The CONSULTANT shall conduct one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. This item includes developing the agenda and distributing meeting minutes.
 - (b) Shop Drawing Submittal Reviews - The CONSULTANT shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The CONSULTANT shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - (c) Periodic Site Observations: The CONSULTANT shall make periodic visits to the construction site at intervals appropriate to the stage of construction (up to 12 site visits for length of construction period), or as otherwise agreed to in writing by the by the OWNER and the CONSULTANT in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
 - (d) During the Construction Services Phase, based on the general observation described in the paragraph above, the CONSULTANT shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement.
 - (e) Pay Requests and Change Order Preparations - The CONSULTANT shall prepare contractor pay requests and issue necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER. It is estimated that there will be five (5) pay requests and two (2) change orders for this project.
 - (f) The CONSULTANT shall answer Contractor's questions and provide clarification on questions from the Owner and Contractor.
 - (g) The CONSULTANT will continue to coordinate with utilities as necessary to complete construction.
 - (h) Wage rate interviews and certified payroll review will be performed by the CONSULTANT during construction due to Davis Bacon Requirements.
 - (i) All documentation as required by the Iowa DOT will be organized and saved on to DocExpress by the CONSULTANT throughout the project.
 - (j) If the Contractor exceeds the estimated working and/or calendar days in completing construction of the Project, or if change orders or Project additions require additional working days, the CONSULTANT may be compensated for administration, observation, and staking services based on established hour rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule. CONSULTANT shall not be entitled to additional compensation related to unavoidable delays to the Project, outside the control of the Owner or Contractor, and for delays directly attributable to CONSULTANT's actions related to the Project.

- 2) Task 603 – Testing Coordination
 - (a) The CONSULTANT will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the OWNER. The CONSULTANT’s review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The CONSULTANT shall be entitled to rely on the results of such tests. Testing for this project will follow the requirements per Iowa DOT Standard Specifications.

F. Phase 650 – Onsite Project Representative

- 1) Task 651 – Resident Project Representative
 - (a) The CONSULTANT shall provide a Resident Project Representative (RPR) to verify construction observation services for the Owner and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed at part-time at approximately 5-hours per day for 45 working days, unless otherwise noted herein. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the Project, or if change orders or Project additions require additional working days, the CONSULTANT may be compensated for on-site project representative services based on established hourly rates and fixed expenses outlined in the CONSULTANT’s Standard Fee Schedule. CONSULTANT shall not be entitled to additional compensation related to unavoidable delays to the Project, outside the control of the Owner or Contractor, and for delays directly attributable to CONSULTANT’s actions related to the Project.
 - (b) The CONSULTANT’S RPR staff shall attend one (1) preconstruction conference and subsequent on-site meetings during construction as necessary. It is assumed that up to 12 on-site meetings will occur in this Scope of Services.
 - (c) The CONSULTANT shall verify materials provided by the Contractor are in accordance with the plans and specifications.
 - (d) The CONSULTANT shall periodically check grade and subgrade preparation elevations and review with the Contractor any deficiencies in the subgrade prior to paving. The CONSULTANT shall observe moisture and density tests.
 - (e) The CONSULTANT shall observe traffic control operations to ensure compliance with the Contract Documents.
 - (f) The CONSULTANT shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
 - (g) The CONSULTANT shall prepare a weekly report of working days and provide to the Owner for review prior to issuing to the Contractor. It is assumed that 12 weekly reports will be completed.
 - (h) The CONSULTANT shall be on-site full-time during trail and roadway paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent laboratory retained by the OWNER. Testing shall be overseen by the CONSULTANT.
 - (i) The CONSULTANT shall periodically observe the placement of reinforcing steel and conduct a final review prior to each structural concrete and reinforced concrete pavement pour.
 - (j) The CONSULTANT shall be on-site full-time during structural concrete pours and concrete slump and air tests will be taken and recorded.
 - (k) The CONSULTANT will conduct wage rate interviews in accordance with the Davis-Bacon Act.
 - (l) If directed by the Owner, the CONSULTANT shall mark locations and observe the cutting of all thickness cores, to be cut by others.
 - (m) The CONSULTANT shall periodically observe sawing and sealing of joints.
 - (n) The CONSULTANT shall periodically observe all surface restoration.
 - (o) The CONSULTANT’S RPR staff shall attend the project walkthrough and shall assist the Owner’s staff in developing a final punch list and verify completion of items for acceptance.

G. Phase 700 – Survey Services

- 1) Task 712 – Acquisition Plats and Legal Description
 - (a) The CONSULTANT will prepare permanent and temporary easement documents to be used for real estate services that will be retained by the OWNER.
 - (b) Acquisition and Permanent Easement Plats

- (i) The CONSULTANT will provide acquisition and/or permanent easement plats in accordance with Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Dallas County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated number of plats for this PROJECT is one (1) permanent easement.
- (c) Temporary Easement Exhibits
 - (i) The CONSULTANT will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT. The estimated number of temporary easement exhibits is up to thirteen (13) easements.
- 2) Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)
 - (a) Project Control
 - (i) Horizontal Control – Iowa Regional Coordinate System (RCS) Zone 8
 - (ii) Vertical Control – NAVD 88
 - (iii) U.S. Survey Feet
 - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.
 - (b) Topographic Survey
 - (i) The CONSULTANT will provide topographic survey required for developing the design and plans.
 - (ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation and location), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features the CONSULTANT determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.
 - (c) Utility Survey
 - (i) The CONSULTANT will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.
 - (d) Boundary Survey
 - (i) The CONSULTANT will perform boundary survey required for the development of the project. The boundary survey shall be in-depth legal surveys for which plats are to be developed.
 - (ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.
 - (iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.
 - (e) Project Base Map
 - (i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.
- 3) Task 760 – Construction Staking
 - (a) The CONSULTANT shall provide all construction staking for the PROJECT. The Construction Documents state the CONSULTANT shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be performed at the CONTRACTOR's expense.
 - (b) The CONSULTANT will set control points as needed during construction.
 - (c) The CONSULTANT shall provide staking of:
 - (i) Temporary and Permanent easements.
 - (ii) Existing pavement removals.
 - (iii) Storm sewer structure vertical adjustments. New structures and storm sewer pipes are **not** anticipated.

- (iv) Sanitary sewer structure vertical adjustments. New structures and sanitary sewer pipes are **not** anticipated.
- (v) Hydrant and valve vertical adjustments. New hydrant locations, water main pipe, water main critical crossings, water main valves, and fittings are **not** anticipated.
- (vi) Roadway pavement and intersection back of curb (form grade elevations and locations).
- (vii) Driveway pavement (top of slab elevation).
- (viii) ADA compliance trail and sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).

H. Phase 800 – Project Closeout

- 1) Task 801 - Final Inspections and Project Close-Out
 - (a) The CONSULTANT shall perform one (1) separate walkthroughs and one (1) final completion project walkthroughs. This includes:
 - (i) Entire Project – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list.
 - (ii) Entire Project – Final Completion: One (1) walkthrough is to review the punch list is complete for full completion.
 - (b) If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule. CONSULTANT shall not be entitled to additional compensation related to unavoidable delays to the Project, outside the control of the Owner or Contractor, and for delays directly attributable to CONSULTANT's actions related to the Project.
 - (c) It is understood that the OWNER will accept any portion of the project only after recommendation by the CONSULTANT. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for his liability of design.
 - (d) The CONSULTANT shall complete the Iowa DOT Pre-Audit Checklist and coordinate with the Iowa DOT Office of Systems Planning and Contractor for all required documentation.

I. Phase 850 – Project Management and Coordination

- 1) Task 851 – Project Management and Coordination (assume twelve (12) months).
 - (a) Project Management:
 - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
 - (ii) The CONSULTANT will provide up to twelve (12) monthly progress reporting and project invoices to the OWNER.
 - (iii) The CONSULTANT will attend up to twelve (12) monthly council meetings to discuss the project progress.
 - (iv) The CONSULTANT will conduct internal design review meetings.
 - (v) The CONSULTANT will develop and maintain PROJECT schedule.
 - (b) Design Development Meetings
 - (i) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
 - (ii) The CONSULTANT will develop agenda, attend, and provide meeting minutes of one (1) 60% preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) 95% check plan design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the CONSULTANT will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up to two (2) staff members of the CONSULTANT.
 - (c) Utility Coordination
 - (i) The CONSULTANT will submit electronic plans to each franchise utility within the project corridor for the 30%, 60%, and 100% plans.
 - (ii) The CONSULTANT shall perform a total of one (1) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. This meeting is to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The CONSULTANT will prepare an agenda, document discussions and decisions, and provide meeting minutes.
 - (iii) The CONSULTANT will review utility relocation plans and provided by the franchise utilities. For budget

purposes, the CONSULTANT will review six (6) utility relocation plans.

- (d) Public Information Meeting
 - (i) The CONSULTANT will conduct one (1) project information meeting that will be attended by two (2) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
 - (ii) The CONSULTANT will prepare display materials, comments and sign-in sheets, and project hand out information for the meeting.
 - (iii) The CONSULTANT will compile written and oral comments and submit to the OWNER.
 - (iv) Reserving the meeting facility (City Hall) and the mailing of the public notification will be completed by the OWNER.
- (e) Committee Meetings
 - (i) The CONSULTANT will attend up to one (1) Street Committee meeting to discuss the PROJECT and to answer any questions. Attendance will include up to two (2) staff members of the CONSULTANT.

II) FEES:

The fees for Engineering Services shall be described below:

A. BASIC SERVICES (Hourly Not to Exceed):

These fees are based on the scope of services described for the respective tasks, however, if additional services are required beyond what has been described, this shall be added via a supplemental agreement or contract amendment.

BASIC SERVICES	Total
1. PHASE 100 – Preliminary Planning and Reports	
a. Task 101 – Preliminary Planning and Reports	\$600.00
2. PHASE 200 – Existing Conditions	
a. Task 212 – Wetland Delineation	\$4,600.00
3. PHASE 400 – Preliminary Design	
a. Task 401 – Preliminary Design and Plans	\$31,600.00
4. PHASE 500 – Final Design	
a. Task 501 – Final Design and Plans	\$40,200.00
5. PHASE 600 – Construction Administration	
a. Task 602 – Construction Administration (General)	\$26,800.00
b. Task 603 – Testing Coordination	\$3,400.00
6. PHASE 650 – Onsite Project Representative	
a. Task 651 – Onsite Project Representative	\$30,800.00
7. PHASE 700 – Survey Services	
a. Task 712 – Easement Exhibit Preparation	\$12,400.00
b. Task 735 – Preliminary Design Survey	\$29,800.00
c. Task 760 – Construction Staking	\$18,000.00
8. PHASE 800 – Project Closeout	
a. Task 801 – Project Closeout	\$14,100.00
9. PHASE 850 – Project Management and Coordination	
a. Task 851 – Project Management and Coordination	\$35,500.00
Total Hourly (Not to Exceed) Fee:	\$247,800.00

III) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Geotechnical Borings and Testing
- Real Estate Services (contracted directly with OWNER)

- Material Testing (contracted directly with OWNER)
- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Septic system reconstruction plans
- Street lighting design
- Landscaping design
- Irrigation (lawn sprinkler) restoration plans or specifications
- Storm Sewer design other than adjustments to above ground structures
- Sanitary Sewer design other than adjustments to above ground structures
- Water Main design other than adjustments to above ground structures
- Storm Sewer Study beyond limits of the corridor
- Drainage report
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land Acquisition Services including but not limited to negotiations, appraisals, and/or title reports
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Special Provisions
- Design Exceptions
- Public Interest Finding requests
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Advertising, Bidding and Contract Award services (to be completed by Iowa DOT)
- Preparation of bidding or contract documents for alternate bid prices
- Project management and coordination tasks beyond the scheduled project completion period. However, CONSULTANT shall not be entitled to additional compensation related to unavoidable delays to the Project, outside the control of the Owner or Contractor, and for delays directly attributable to CONSULTANT's actions related to the Project.
- Subsurface Utility Investigation Test Holes
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all reasonable criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Inform **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **CONSULTANT** in **CONSULTANT**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

1. GENERAL

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project- related meetings.
 - i. Liaison:
 - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
 - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.

- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. Records:
 - i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
 - i. Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - ii. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
 - iv. Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.
- J.

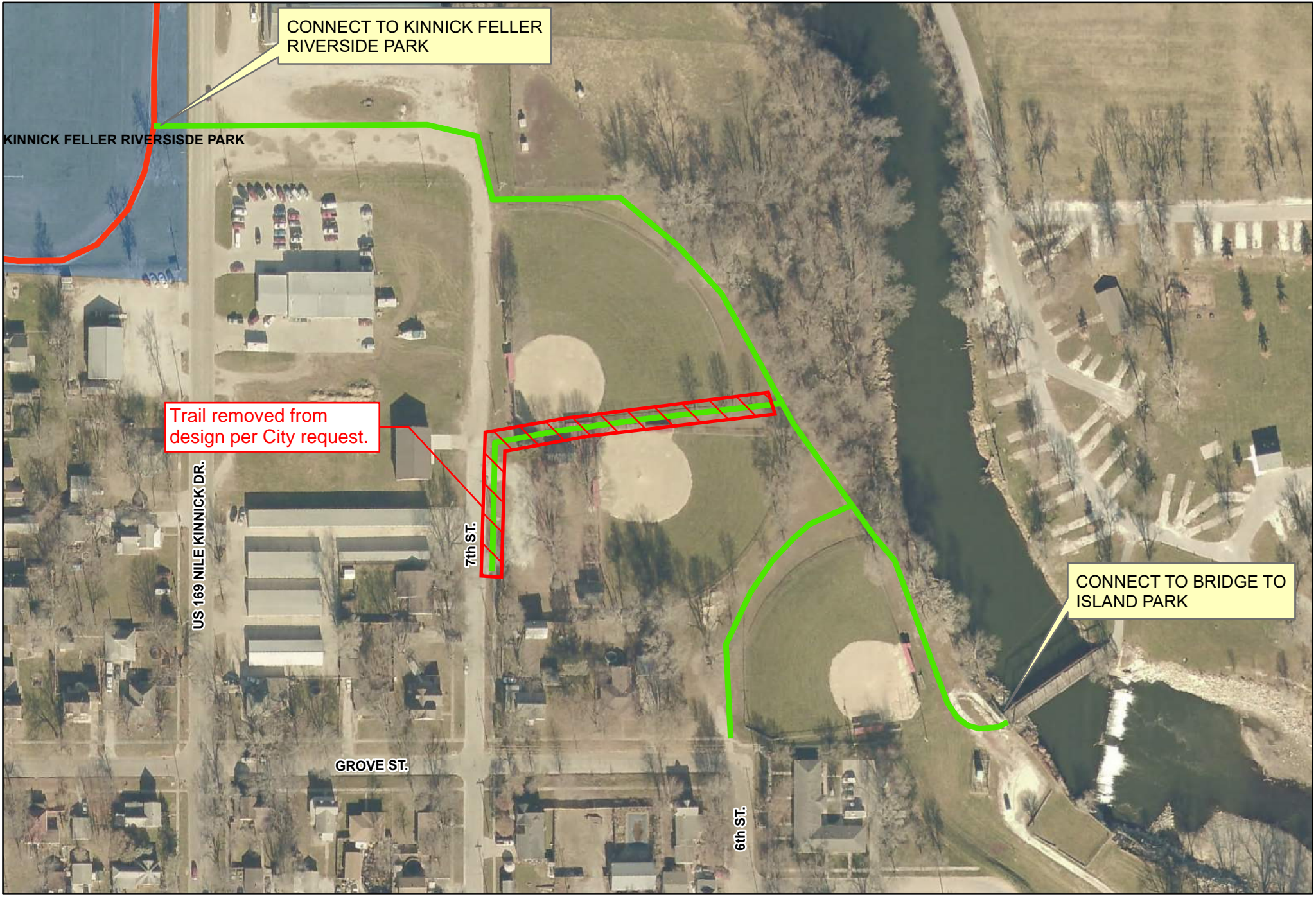
3. LIMITATIONS OF AUTHORITY

- A. Resident Project Representative:
 - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
 - ii. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
 - iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
 - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
 - vii. Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

EXHIBIT G

McCLURE ENGINEERING COMPANY
DRAWING DEPICTING THE PROJECT
Adel Recreation Trail Connectors





CONNECT TO KINNICK FELLER RIVERSIDE PARK

KINNICK FELLER RIVERSIDE PARK

Trail removed from design per City request.

US 169 NILE KINNICK DR.

7th ST.

GROVE ST.

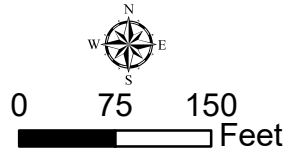
6th ST.

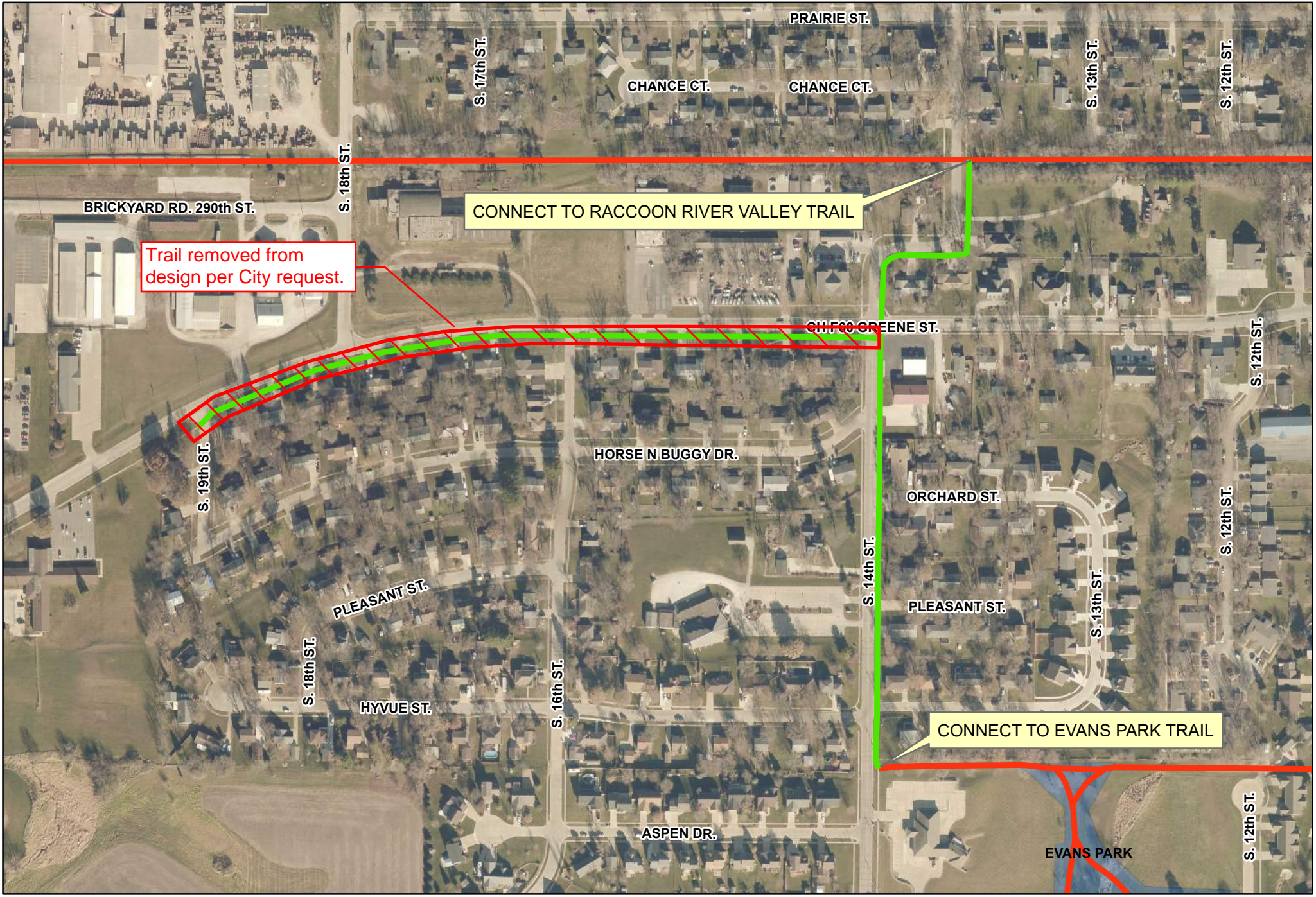
CONNECT TO BRIDGE TO ISLAND PARK



- Legend**
- Existing Trail
 - Proposed Trail

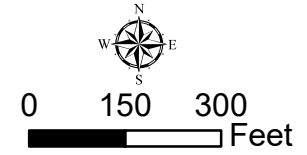
TRAIL SEGMENT #1
ISLAND PARK TO KINNICK FELLER RIVERSIDE PARK





Legend
 — Existing Trail
 — Proposed Trail

TRAIL SEGMENT #2
EVANS PARK TO RACCOON RIVER VALLEY TRAIL



Request for Proposals – Island Park Campground Lease and Operations
Offered by the City of Adel, IA
Deadline: Tuesday, Feb. 18, 2025 at 4:30 pm

The City of Adel (the “City”) owns a park called Island Park, which is generally located at 2400 Nantucket Road, Adel, IA 50003.

Island Park has a campground that has been operated privately for seasonal overnight camping (i.e., typically April 15 through October 31, though this is subject to special circumstances like weather conditions) since the 2021 camping season.

The lease with the prior Operator has expired and the City is seeking a new operator who will manage and maintain the campground for seasonal overnight camping. This Request for Proposals (RFP) represents the City’s efforts to seek proposals for the 2025 camping season.

The lease will be governed by a Campground Lease and Operating Agreement, a draft of which is available at www.adeliowa.org and at Adel City Hall, 301 S. 10th Street, Adel, IA 50003.

Campground Overview

Island Park Campground is nestled amongst mature oak, and elm trees along the Mill Slough, a branch of the North Raccoon River. There are approximately 38 camper sites along with 14 tent-only sites.

The campground features a modern playground area, a basketball court, a modern shower house and restroom facilities, a sewage dump station, a shelter house with picnic tables, fire pit rings, garbage bins, a portage boat ramp, and excellent fishing, kayaking, and water recreation opportunities.

Most campers stay at least two nights. Campers tend to be young families, retired couples, and mature solo travelers during the week. Multi-site bookings are common and often related to major holidays, including the Adel Sweet Corn Festival.

Flooding of the campground can be a challenge, with the most recent major incident occurring in March 2019.

Minimum Qualifications of the Proposal

All proposals must include the following information, ideally in a numbered, ordered format:

1. Provide an Executive Summary which summarizes the proposer’s background, relevant experience, proposed plans for operating the campground, and the proposed monthly lease rate. A minimum monthly lease rate of \$100.00 per month plus monthly fees of \$90.09 water and \$81.58 sewer is required. Proposers may propose a higher lease rate.

Request for Proposals – Island Park Campground Lease and Operations

Offered by the City of Adel, IA

Deadline: Tuesday, Feb. 18, 2025 at 4:30 pm

2. The proposer’s address, phone number, and email address.
3. The proposer’s detailed, comprehensive plan for operating the campground. This section should consider aspects such as fees and fee collection, reservations, communications, staffing, campground policies, campground and facility maintenance, safety, advertising and promotional plans, and an understanding and willingness to comply with and enforce applicable City, state, and federal regulations.
4. The proposer’s references and evidence that the proposer is the best suited or qualified to lease and operate the campground.
5. Identify any questions or clarifications that need to be answered by the City.
6. Confirmation that the proposer has carefully reviewed and will sign the Campground Lease and Operating Agreement, which outlines the roles and responsibilities of the eventual lease holder. Minor revisions to the Lease may be negotiated between the City and the selected tenant, in the City’s sole discretion.

Conditions

- A. The acceptance of any proposal by the City is subject to the execution of the Campground Lease and Operating Agreement, subject to modifications and negotiations as deemed appropriate by the City and the City’s legal counsel.
- B. The winning proposal will be reviewed and recommended by the City’s Parks & Recreation Board before the Adel City Council considers it. The tentative timeline is for the Board to consider it on March 3 and the Council on March 11.
- C. The City may reject any and all proposals submitted.
- D. The terms and conditions of this proposal process and any resulting contracts shall be construed in accordance with the laws of the State of Iowa. Any litigation arising between the parties related to this proposal process or any resulting contract shall be initiated and maintained only in the appropriate federal or state court for Dallas County, Iowa.

Submission and Selection Process

The City shall accept proposals from January 20, 2025 until Tuesday, February 18, 2025 at 4:30 p.m. Proposals must be received by the deadline either electronically by City Administrator

**Request for Proposals – Island Park Campground Lease and Operations
Offered by the City of Adel, IA**

Deadline: Tuesday, Feb. 18, 2025 at 4:30 pm

Anthony Brown at abrown@adeliowa.org or at Adel City Hall, P.O. Box 248, 301 S. 10th Street, Adel, IA 50003.

Proposals shall be evaluated by City staff based on the following criteria:

1. Overall strength and detail of the campground operations plan
2. Proposed lease rate
3. Previous background in campground management or related management experience
4. Met minimum requirements of the RFP

Interviews may be conducted depending on how many proposals are received.

Please contact (515) 993-4525 with any questions. You may also reach out to Parks & Recreation Director Nick Schenck at nschenck@adeliowa.org

CAMPGROUND LEASE AND
OPERATING AGREEMENT

ISLAND PARK

ADEL, IOWA

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

WHEREAS, Island Park contains a campground that has been operated and managed privately since 2021; and

WHEREAS, the prior lease for the campground has been terminated and the City of Adel desires to find a new operator who will manage and maintain the campground for seasonal overnight camping; and

WHEREAS, the City of Adel issued an RFP on [DATE] seeking proposals from individuals or companies to lease and operate the campground; and

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

NOW, THEREFORE, THIS LEASE, made and entered into this ____ day of _____, 2025, by and between the City of Adel ("Landlord"), whose address, for the purpose of this lease, is 301 S. 10th Street, Adel, Iowa, 50003 _____, ("Tenant"), whose address for the purpose of this lease is _____

The parties agree as follows:

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

See attached Exhibit A.

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

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

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

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

2. **USE OF LEASED PREMISES.** Tenant shall not use the Leased Premises for any unlawful purpose. Tenant shall operate a seasonal overnight camping facility on the Leased Premises which shall be open to the public. The seasonal opening and closing dates for the campground shall at minimum be April 15 through October 31 and are subject to special circumstances inclusive of but not limited to negative

weather conditions. Tenant further agrees to operate the campground consistent with the terms provided in its RFP proposal, which by this reference are incorporated herein.

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

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

3. **RENT.** Tenant agrees to pay Landlord as rent \$100 per month. Tenant shall pay the Lessor \$90.09 per month for water usage. Tenant shall also pay the Lessor \$81.58 per month for sewer. The total rental amount shall be paid monthly in advance, commencing on April 15, 2025, and on the fifteenth day of each month thereafter, during the term of this lease.

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

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

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

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

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

6. **TENANT IMPROVEMENTS.**

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

such improvements as Tenant may make under this lease, except that which is solely caused by the sole negligence of the Landlord.

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

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

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

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

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

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

7. CARE AND MAINTENANCE.

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

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

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

8. UTILITIES AND SERVICES. Landlord shall pay for all utilities and services which may be used on the premises, which shall be metered and billed separately as provided herein:

- A. Electric utilities upon receipt of invoice from the utility provider.
- B. Water and Sewer for the purpose of service to campground guest usage.

The Lessor specifically reserves the right to restrict water usage under this Agreement if water restrictions are placed on other water users within the City of Adel.

Landlord shall be responsible for garbage collection from the Leased Premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

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

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

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other. The Landlord shall maintain insurance coverage over the permanent buildings located within the premises (bathhouse, restrooms, shelter house, etc.)

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

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

13. INDEMNITY. To the fullest extent permitted by law, Tenant shall defend, pay on behalf of, indemnify, and hold harmless Landlord, its officers, employees, agents, elected officials, volunteers and others working on behalf of Landlord (the "Indemnified Parties") from and against any and all claims, demands, suits, and losses, including any and all outlay and expense connected therewith, and for any damages that may be asserted, claimed or recovered (collectively, "Claims") against or from any of the Indemnified Parties, by reason of personal injury, including bodily injury or death, and property damage, including loss of use, that arises out of or is connected or associated with Tenant's operations or use of the Leased Premises (or any other portion of Island Park actually used by Tenant). Tenant's obligation contained

in this section will not apply if the Claims arise solely by the negligence or the willful misconduct of any of the Indemnified Parties, and Tenant's obligations contained in this section shall be limited to the extent any Claims arise in part due to the negligence or willful misconduct of any of the Indemnified Parties.

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

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

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

15. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant,

Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

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

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

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

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

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

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

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

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

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

LANDLORD:

CITY OF ADEL, IOWA, an Iowa municipality

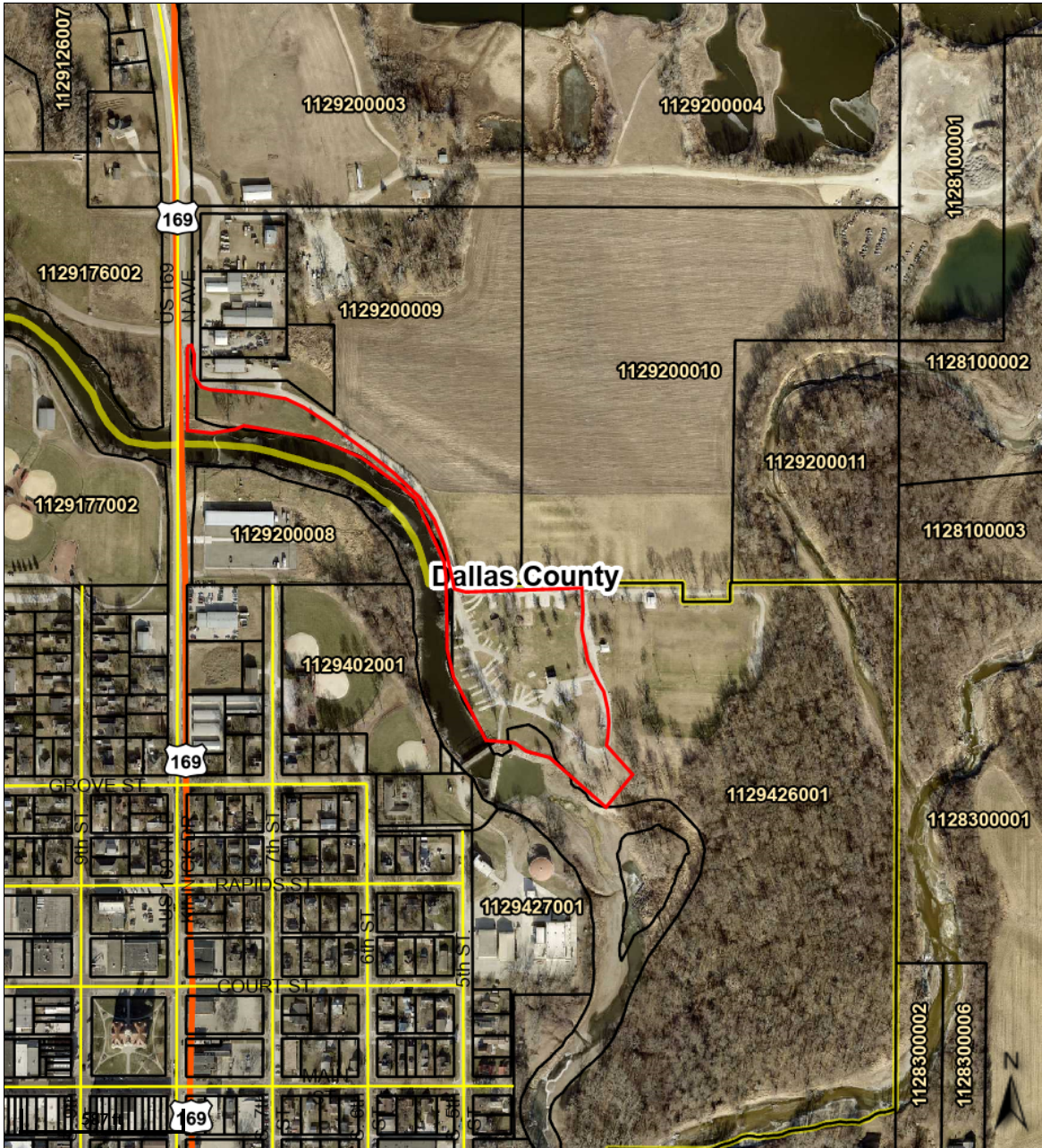
James Peters, Mayor

ATTEST:

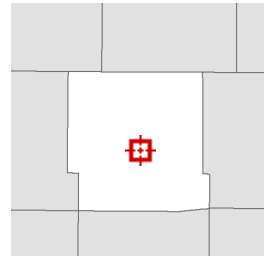
City Clerk

TENANT:












By: _____



Overview



Legend

-  Parcels
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
-  City Limits

Date created: 12/4/2024
 Last Data Uploaded: 12/4/2024 12:44:44 AM

Developed by  **SCHNEIDER**
 GEOSPATIAL

From: [Jim Peters](#)
To: [Anthony Brown](#)
Cc: [Brittany Sandquist](#); [Jodi Selby](#); [Bob Ockerman](#); [Carrie Erickson](#)
Subject: Fire Station / Public Safety Building process - Fw: Brittany Sandquist shared the folder "Pre-Referendum Initiatives" with you
Date: Friday, January 3, 2025 10:02:29 AM
Attachments: [AttachedImage](#)
[AttachedImage](#)
[AttachedImage](#)
[AttachedImage](#)
[Pre-Referendum Initiatives - The Path To A Successful Vote \(Notes\).docx](#)
[Pre-Referendum Initiatives - The Path To A Successful Vote.pdf](#)

Anthony,

As a follow up to our conversation yesterday afternoon about placing the fire station / public safety (fire & police) building on the next Tuesday's Committee of the Whole agenda, I am attaching a couple of documents that I think would be good for the council to consider.

See Brittany's email below with a link to these two documents along with a .ppt (70+MB) describing a process to bring a bond referendum to the public. These files are from a conference she attended. (Brittany, I think you will need to grant Jodi and Bob access to this folder to view the powerpoint.)

We need to adopt a framework to methodically move forward with the fire station / public safety building idea.

We have a developer with a specific parcel of property in mind who would like to work with us. While at first blush this offer seems appealing, I believe the city needs to do some due diligence to see if this partnership makes sense.

While the roadmap has 13 steps, not all of them would necessarily require a lot of time and resources to complete.

I also believe that the council should consider hiring a consultant who specializes in a facility needs assessment. This person / firm would determine our space requirements.

After we identify our needs, we can look at financing / funding options.

We have a real opportunity in 2025 to move forward with this goal.

Thank you,

The Mayor

From: Brittany Sandquist <bsandquist@adeliowa.org>

Sent: Wednesday, December 18, 2024 9:35 AM

To: Jim Peters <jpeters@adeliowa.org>

Subject: Brittany Sandquist shared the folder "Pre-Referendum Initiatives" with you



Brittany Sandquist invited you to view a folder

This fall, I attended a session on pre-referendum initiatives at the Iowa League of Cities Annual Conference. Attached to this email, you will find the following materials:


- * Referendum Roadmap
- * Session Slide Deck
- * Session Notes

The session provided valuable insights, particularly as they relate to our upcoming initiatives for Water Tower Park and the proposed new fire station.

Brittany Sandquist



Pre-Referendum Initiatives

 This invite will only work for you and people with existing access.

Open

Share



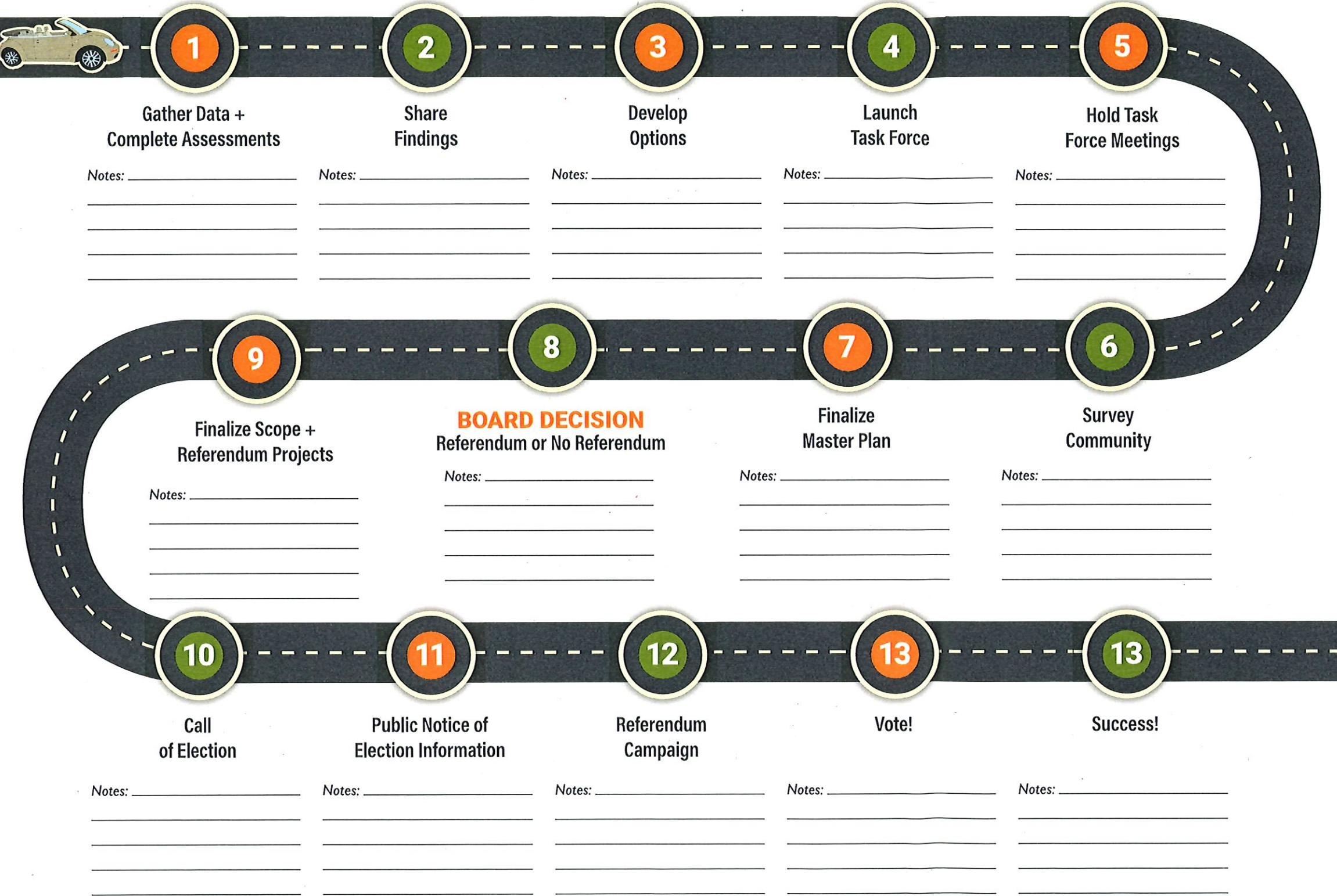
This email is generated through City of Adel's use of Microsoft 365 and may contain content that is controlled by City of Adel.

CAUTION: Were you expecting this file? If not please contact the sender of the file to verify its authenticity.

Pre-Referendum Initiatives: The Path To A Successful Vote

Referendum Roadmap

ISG



Who are the influencers in your community?



What's your why?



How do you reach all subsets of your community?

Pre-Referendum Initiatives: The Path To A Successful Vote (Notes)

1. Gather Data + Complete Assessments
 - a. Define the Story (the “Why”)
 - i. Clearly articulate the purpose and vision behind the initiative.
 - ii. Establish a compelling narrative that resonates with stakeholders.
 - b. Conduct Facility Assessments
 - i. Perform a comprehensive evaluation of current facilities.
 - ii. Identify space challenges and assess future needs to support long-term growth.
2. Share Findings
3. Develop Options
 - a. Explore All Possibilities
 - i. Encourage creative, out-of-the-box thinking to address identified challenges.
 - ii. Share all potential ideas transparently.
 - iii. Demonstrate to the community that every option has been thoroughly considered.
4. Launch Task Force
 - a. Build a Representative Team
 - i. Identify key influencers within the community.
 - ii. Ensure diverse representation across all subsets of the community.
5. Hold Task Force Meetings
6. Survey Community
 - a. Engage the Entire Community
 - i. Position the survey as a foundational step in building momentum for the project.
 - ii. Highlight the importance of community input to foster a sense of ownership and support.
 - iii. Execute a survey 9+ months prior to an election.
 - b. Facilitate a Targeted and Accessible Survey
 - i. Develop a concise, 7-minute survey and distribute it via accessible channels.
 - ii. Include key questions, such as: “If the tax impact falls within a specific range, will you vote “yes”?”
 - c. Educate and Inform
 - i. Walk residents through the process, emphasizing transparency and education.

- ii. Empower influencers to promote the initiative and shift the narrative as needed.
 - iii. Ensure residents feel the proposed plan reflects the majority's priorities.
 - d. Analyze and Correlate Data
 - i. Correlate survey results with known voting habits to inform campaign strategies.
- 7. Finalize Master Plan
- 8. BOARD DECISION Referendum or No Referendum
- 9. Finalize Scope + Referendum Projects
- 10. Call of Election
- 11. Public Notice of Election Information
- 12. Referendum Campaign
 - a. Implement a Multi-Touch Communication Strategy
 - i. Share key facts and information using the “7 ways, 7 times” approach to ensure broad awareness.
 - ii. Focus on transparency and data-driven messaging to build trust.
 - iii. Minimize the need for a formal “yes” campaign by aligning with community preferences.
- 13. Vote!
 - a. Activate Voter Participation
 - i. Identify key groups and develop strategies to encourage voter turnout.
 - ii. Remind residents to vote both before and on election day. Voters need to be reminded 4 times on election day to get to the poles to vote.
 - b. Drive Results
 - i. Ensure all efforts are focused on engaging and mobilizing the community to participate in the election.
- 14. Success!




PROJECT PROPOSAL

Prepared by:



**EMERGENCY SERVICES
CONSULTING INTERNATIONAL**

4795 Meadow Wood Lane Suite 110 Chantilly, Virginia 20151

 1-800-757-3724

 info@esci.us

 www.esci.us



LONG-RANGE MASTER PLAN

Adel Fire Department
Adel, Iowa



COVER LETTER

Emergency Services Consulting International (ESCI) is pleased to submit our proposal for a Long-Range Master Plan for the Adel Fire Department, Iowa. ESCI is well-positioned to assist you with this critical project. ESCI has worked with many communities across the country; our project team has significant experience in the development and delivery of Cultural Studies, Expansion Studies, Community Risk Assessments, Standards of Cover, Strategic Plans, Agency Evaluations, Master Plans, Staffing and Organizational Studies, Fire Station Assessments, and similar planning studies and reports.

Established in 1976, ESCI specializes in high-quality, professional consulting services to public safety and emergency management organizations throughout the United States and Canada. Considered the nation's leader in public safety consulting, the ESCI team brings first-hand experience and subject matter experts in emergency planning, mitigation, response, and recovery, with active involvement in highly visible and responsible leadership positions. ESCI operates on the principles of honesty, integrity, and service. You can count on us to understand your issues, challenges, and responsibilities and to provide proven, community-driven solutions and best practices designed to meet your specific needs on time and within budget.

We thank you for the opportunity to present this proposal, and we look forward to working with you on this critical project. Should you have any questions, please do not hesitate to contact me at joe.powers@esci.us.

Sincerely,



Joe Powers, Managing Director
Emergency Services Consulting International
Esci.us | 503.570.7778 | Joe.Powers@esci.us



Since 2008, ESCI has been the consulting firm of the International Association of Fire Chiefs.



ESCI OVERVIEW



Since 1976, ESCI's strength has been its commitment to customer satisfaction, innovation, and quality services. We are a vision-driven organization that is growing and changing to meet the dynamic challenges and opportunities for public safety services worldwide. ESCI approaches its mission in a manner that results in scalable, sustainable, and defensible solutions for all types and sizes of public safety organizations.

Our formula is simple. We utilize the best and brightest consultants, professionals, strategic partners, and subject matter experts. These amazing men and women provide validated and proven analysis of current and future conditions, compare findings against industry best practices and community standards and provide innovative, sustainable, and customized solutions for the future.

We take the time to develop meaningful relationships with our clients and partners, provide recognition of the essential and vital work of public safety agencies, and demonstrate unwavering respect for the men and women providing public safety services worldwide.

ESCI is thinking differently about public safety consulting to help change the world, one community at a time. I encourage you to read through this prospectus and learn all we offer. We'd love to work with you and your community.



We accomplish this by providing the highest value of consulting services and educational programs.



The mission of ESCI is to provide expertise and guidance that enhances community safety.



THE ESCI ADVANTAGE

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The ESCI Advantage includes:

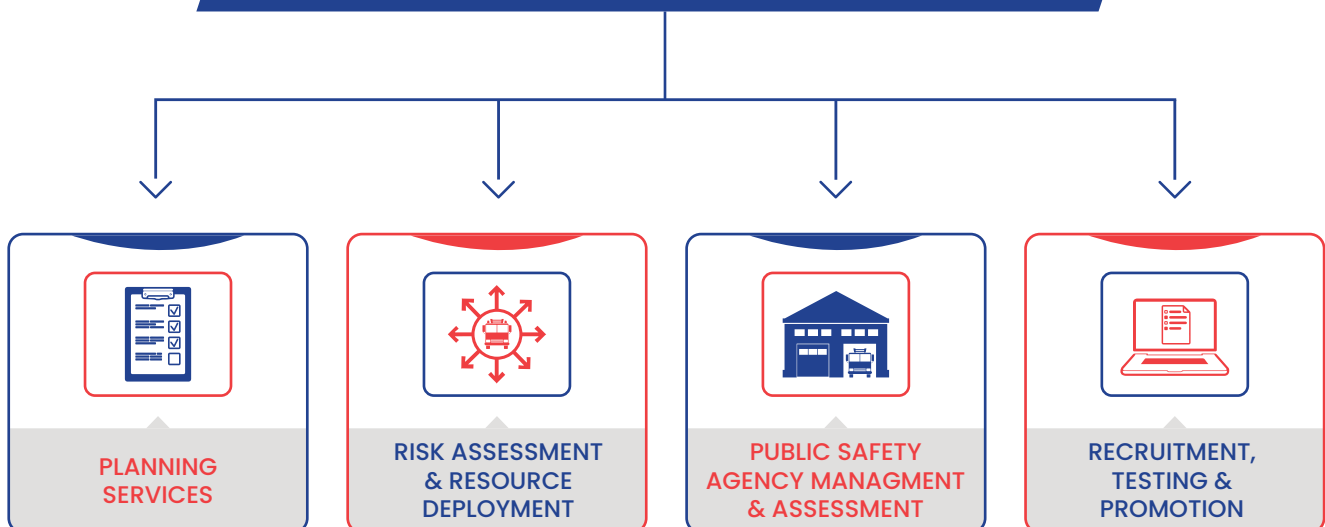
- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your



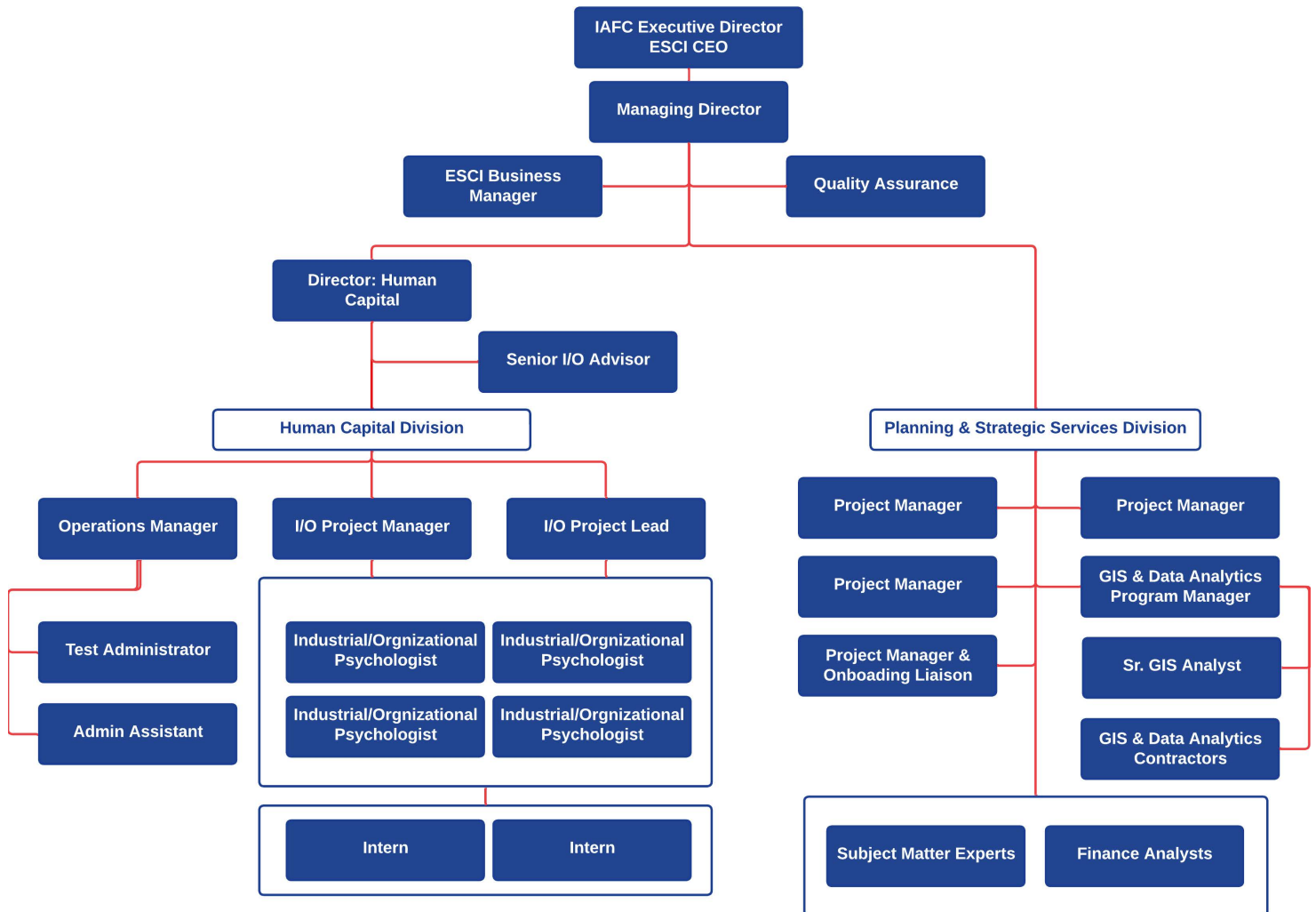
ESCI AT A GLANCE

As the consulting firm of the International Association of Fire Chiefs, Emergency Services Consulting International has reliably met the needs of emergency services agencies for over nearly fifty years. With our international presence, ESCI has the ability to draw upon a international network of resources to assist with fire, EMS, law enforcement and homeland security agencies to plan and adapt to future needs.

COMMUNITY SAFETY



ESCI ORGANIZATIONAL CHART



LONG-RANGE MASTER PLAN

CITY OF ADEL FIRE DEPARTMENT, IOWA

PROJECT UNDERSTANDING

Emergency Services Consulting International (ESCI) recognizes that the City of Adel, Iowa, seeks a qualified partner to assist in developing a Long-Range Master Plan for the Adel Fire Department. Leveraging ESCI's extensive experience with agencies across the U.S. and Canada, we bring a comprehensive and informed perspective to guide the organization into the future. The evaluation and analysis of data will be grounded in nationally recognized guidelines and standards, including those from the National Fire Protection Association (NFPA), Insurance Services Office (ISO), Center for Public Safety Excellence guidelines, federal and state mandates relevant to fire departments, and generally accepted best practices within the industry.

The Long-Range Master Plan provides the agency with an in-depth understanding of future needs, along with numerous findings and recommendations for progress. Designed to assist in quantifying current service delivery, evaluating service performance, identifying projected growth and emergent conditions, and developing strategies to meet anticipated demands, it offers a strategic roadmap. This plan includes a review of how the department reached its current configuration, followed by an assessment of present conditions, addressing:

- Service area population and demographics
- History, formation, and general description of the city fire service
- Governance and lines of authority
- Organizational design
- Operating budget, funding, revenue, and financial resources
- Services provided
- Historical system performance

- Description of the current service delivery infrastructure

As part of the review process, ESCI will address the following issues:

- Community Risk Assessment
- Future growth opportunities due to infill, demographic changes, and increased tourism demand
- Evaluation of city-owned facilities regarding location, staff accommodation, functions, and potential growth
- Apparatus deployment
- Distribution of personnel within and across divisions/functions
- Current organizational design

The Long-Range Master Plan will utilize gathered information to identify and evaluate strategies for meeting long-term needs and aligning community risk with appropriate resources. Recommended approaches will offer short-range (one year or less), mid-range (1-3 years), and long-range (greater than three years) implementation timeframes. These strategies will assist elected and appointed officials in quantifying current service delivery, evaluating service and response performance against industry standards, analyzing community growth and development trends over the next 10-15 years, and making informed decisions regarding facility location, renovation/construction, staffing, and deployment. Furthermore, ESCI's approach will provide the City of Adel with realistic and sustainable solutions to meet its future public safety needs. ESCI strongly recommends re-evaluating the department's status after three years and adjusting the plan as necessary.

Specific areas to be addressed in the recommendations include, but are not limited to:

- Internal and external, community-based stakeholder recommendations regarding service levels
- Facility improvements and/or relocations

- Changes to apparatus deployment, especially concerning future facility improvements/relocations
- Staffing levels by division/function: Operations, Training, Emergency Medical Services, Community Risk Reduction, Logistics
- Performance objectives, including measures and compliance methods
- Viable alternatives for providing emergency and non-emergency services within geographical and financial resource limits
- Succession planning

ESCI understands the importance of this project in providing an unbiased, third-party evaluation of the current fire service delivery model. The goal is to return a detailed analysis of services provided, accompanied by recommendations for increased efficiency and effectiveness. The comprehensive scope of work outlined in this proposal addresses these tasks systematically, ensuring that the recommendations given to policymakers are underpinned by industry standards, benchmarks, and best practices.

SCOPE OF WORK

Phase I – Project Preparation & Onboarding

Task 1–A: Project Initiation

ESCI will begin the project by formulating a comprehensive data collection plan tailored to the project's scope and objectives. This process will include collaborative discussions with the department's project manager to communicate the specific data collection requirements for the project. The data collection plan will outline the following key components:

- Identification of primary data to be collected, directly aligned with the project needs.
- Assignment of responsibilities, specifying key personnel for each data collection task.
- Scheduling regular follow-up meetings to ensure progress and address any issues.
- Client verification and approval of information and data gathered.

This structured approach ensures efficient data collection and establishes a clear framework for the project's ongoing monitoring and success.

Task 1–B: Acquisition & Review of Background Information

ESCI will work closely with the department's project manager to gather all necessary information and data for the comprehensive analysis and development of the project report. The accuracy and completeness of the data are essential for conducting a thorough assessment. The agency project manager will be responsible for verifying the accuracy of GIS and incident data.

The requested documents and information may include, but are not limited to, the following:

- Previous or ongoing department studies or research
- Internal planning documents

- Department staffing levels and organizational structure
- GIS data, including zoning maps and response boundaries
- Financial data, such as debt information, long-term financial plans, and projections
- Administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery protocols
- Inventories of facilities and apparatus
- Automatic and mutual aid agreements

This coordinated approach ensures the data collected will support a well-rounded and accurate project evaluation.

Phase II – Review of Background Information & Scheduling

Task 2–A: Review Data and Information

The ESCI project team will review the uploaded data and information to understand the agency’s operations and practices. The project manager will coordinate with the agency to provide any further data or information necessary for the project’s specific needs.

Task 2–B: Scheduling

The ESCI project manager will coordinate with the client on potential site visit dates, stakeholder input, and other related activities. Additionally, the project manager will establish a communications rhythm.

Phase III – Site Visit & Stakeholder Input

The ESCI project team will conduct an on-site visit to gain first-hand experience of the project requirements. They will also conduct in-person (and remote interviews as necessary) with key stakeholders to gather information. Key stakeholders will be determined by both the ESCI and organizational project teams and may include both internal and external stakeholders.

Task 3-A: Site Visit

Members of the ESCI project team will conduct on-site visits to the client's location to gain direct insights and a comprehensive understanding of the project requirements.

Task 3-B: Stakeholders Interviews

ESCI team members will conduct conversations with identified stakeholders to collect perspectives on project needs and conclusions. Potential stakeholders may include the following:

- Internal
 - Chief officers
 - Employee groups
 - Committee Leaders
- External
 - Elected officials
 - Appointed officials
 - Planning staff
 - Members of external departments

Phase IV – Evaluation of Current Conditions

Task 4–A: Community Overview

ESCI will develop an overview of the service area by describing its population and demographics, a general description of the community(s), and unique challenges for emergency service delivery.

Task 4–B: Governing Body

ESCI will describe the community's governing body (or bodies), including governance types and the authority structure.

Task 4–C: Organizational Overview

ESCI will review the agency's service response boundaries, detailing the specific services provided alongside a description of the adopted system performance standards. This will include a comprehensive description of the current service delivery infrastructure and the distribution of personnel within and across all divisions and functions. This will include:

- Evaluate options for Implementation for Fulltime Personnel
- Future needs for service delivery due to projected growth

Task 4–D: Physical Resources

ESCI will review the status of current major capital assets (facilities, apparatus, and equipment) and analyze needs relative to the existing condition of capital assets and their viability for continued use in future service delivery, including:

- **Facilities:** As appropriate, either review staff assessments or visit existing facilities to evaluate:
 - Station efficiency
 - Functionality
 - Future viability to include:
 - Separate Fire and Law Enforcement facilities
 - New Public Safety Complex

- Housing Dallas County EMS in the new facility.
- **Apparatus/Vehicles:** Review and make recommendations regarding the inventory of apparatus and equipment. Items to be reviewed include staff assessments of :
 - Age, condition, and serviceability
 - Distribution and deployment
 - Maintenance
 - Future needs
- **Equipment:** Review major capital equipment processes for maintenance and replacement standards.

Task 4–E: Community Service Delivery

ESCI will evaluate community service delivery through identified response functions. This will assess the various community risk reduction activities, as aligned with the agency’s identified risk, including:

- Fire Suppression
- Emergency Medical Services
- Public Education
- Fire Prevention Inspections

Task 4–F: External Relationships

Positive external relationships are crucial to the success and effectiveness of any fire service organization. These relationships, whether with government agencies, community organizations, or neighboring emergency services, provide a foundation for enhanced operational capacity, improved resource allocation,

- Identify the strategic partners used for the community service delivery.
- Evaluate the quality and effectiveness of current external relationships.
 - Identify the gaps in your external partnerships
 - Review relationships requiring ongoing development.

- Evaluate the alignment of the strategic partnerships with the organization's mission.
- Evaluate options for consolidating Housing Facilities for Fire and EMS with Dallas County EMS

Task 4–G: Performance Analytics

ESCI will review and make observations in areas specifically involved in or affecting service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

Service Demand Study

- Analysis and geographic display of current service demand by incident type and temporal variation

Resource Distribution Study

- Overview of the current facility and apparatus deployment strategy, analyzed through Geographic Information Systems software, with identification of service gaps and redundancies

Resource Concentration Study

- Analysis of effective response force (ERF)

Response Reliability Review

- Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
- Review of actual or estimated performance of individual companies (to the extent data is available)
- Analysis of call concurrency

Response Performance Summary

- Analysis of actual system performance, analyzed by individual companies (to the extent data is available).

Interactive Data Analytics Web Application:

ESCI will grant the client access to a web application based on the Esri ArcGIS Online platform. This application will include several of the components mentioned in this task. The client will have access to the application for one year following its initial deployment.

Task 4–H: Support Services

Evaluate the department's support services capabilities. Areas to be reviewed shall include, but not necessarily be limited to:

- Emergency communications
- Administration support
- Information Technologies
- Logistics and resource systems
- Fleet Maintenance
- Facility Maintenance

Phase V – Conclusions & Recommendations

ESCI will provide clear and actionable conclusions derived from a thorough analysis of the organization that aligns with the project's objectives, national standards, and industry best practices. These recommendations will highlight critical areas for improvement.

Task 5–A: Future Service Demand Projections

Population growth projections, along with historical and forecast activity rates, will be utilized to develop projections for future service demand and the impacts on identified staffing and work schedule options.

Task 5–B: Conclusions

ESCI will present key findings to the executive team, highlighting critical insights and identifying operational gaps and opportunities. Through comprehensive analysis and actionable recommendations, ESCI will provide clear insights to enhance organizational performance and optimize service delivery.

Task 5–C Short & Long–Term Recommendations

ESCI will propose strategies for both short–term (three to five years) and long–term (ten to fifteen years) improvements in service delivery and system efficiency. They will develop plans to achieve performance and financial goals, including strategies for staffing, work schedules, outcomes, and financial implications. Additionally, ESCI will suggest mid–term strategies to boost efficiency and service quality.

Task 5–D: Finance Projections

ESCI will provide general projections of the cost of key findings and recommendations. These may include adjustments or recommendations on:

- Fleet
- Staff
- Facilities
- Other Resources

Cost projections may include adjustments to capital expenditures and/or budgets. Additional findings and recommendations may be made, where appropriate, regarding:

- Options for long-term funding strategies
- Options for cost avoidance
- Options for cost recovery

Phase VI – Development, Review, & Delivery of Report

Task 6–A: Develop & Review Draft Report

The draft review process is a collaborative effort between the client and ESCI to refine the report to ensure it meets all project objectives. During this phase, ESCI will develop and produce an electronic version of the draft written report for review by the organization’s team and other client representatives as appropriate. Client feedback is a critical part of this project, and adequate opportunity will be provided for review and discussion of the draft report before finalization. ESCI and the client will engage in a review process, incorporating thorough revisions and changes to enhance the report's clarity, accuracy, and comprehensiveness. This process ensures that the final document is aligned and actionable with the project's goals and the client's expectations.

Task 6–B: Delivery & Presentation of Final Report

Once the draft report has been thoroughly reviewed and all client feedback has been incorporated, ESCI will finalize and proofread it and produce a final version in PDF format.

A formal virtual presentation will be conducted for the client organization to culminate the project. This presentation will provide an overview of the essential findings and recommendations and allow for any final discussions or clarifications.

Project Deliverables:

- 1. Long-Range Master Plan Report
- 2. Virtual Project Presentation

Project Completion Timelines

ESCI provides this project timeline, which may change based on agreements between the client and ESCI. The timeline starts only after Phase I is complete, and all required data is provided. Client-initiated scheduling delays or errors in provided data may extend the timeline.

Project Phase	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Phase I	<i>Phase I is completed before the timeline begins.</i>					
Phase II	█	█				
Phase III		█	█			
Phase IV			█	█		
Phase V			█	█	█	
Phase VI			█	█	█	█

Proposed Project Fee

Emergency Services Consulting International is pleased to present the following formal cost proposal for the Long-Range Master Plan outlined in the Scope of Work.

Project Phase	Consulting Fees	Expenses	Total
Phase I	\$1,890	\$0	\$1,890
Phase II	\$5,932	\$0	\$5,932
Phase III	\$17,374	\$4,004	\$21,378
Phase IV	\$11,149	\$0	\$11,149
Phase V	\$4,088	\$0	\$4,088
Phase VI	\$4,055	\$0	\$4,055
Total Cost (Not to exceed):			\$48,492

Pricing is valid for six months from the proposal submission date.

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

ESCI Hourly Rates

Senior Level Project Oversight, Senior Data Engineer/SME	\$260/hr.
Project Manager, Senior Consultant.....	\$230/hr.
Consultant	\$200/hr.
Data Analyst	\$150/hr.
Admin Support.....	\$90/hr.



Product Specifics

Emergency Services Consulting International (ESCI)

is a consulting firm providing specialized, professional Fire EMS, Law Enforcement and Communications consulting services throughout the United States and Internationally. Some services on contract include:

- Strategic Planning and Long-Range Master Planning
- Feasibility Studies for Cooperative Efforts
- ISO Benchmarking/Pre-evaluation Studies
- Executive Recruitment for Fire Chiefs, Police Chiefs, and Other Public Safety Professionals
- Selection Testing for Entry-level Firefighter and Police Officers
- Promotional Testing/Assessment for Fire and Law Enforcement
- Physical Abilities Tests/CPAT Validation
- Supervisory and Leadership Training

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the ESCI vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #2035

Contract Number: PS20365

CONTRACT TERM

Effective Date: 05/27/2020

Initial expiration: 05/27/2023

Possible extensions through: 05/27/2026

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support





FREQUENTLY ASKED QUESTIONS



Q What is NPPGov?

A NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation and award process by a Lead Public Agency. Membership is free and there are no minimum purchasing obligations. NPPGov provides live contract support five days a week with a team dedicated to assisting members through all stages of the procurement process.

Q How does the program work?

A NPPGov uses a Lead Public Agency to publicly solicit and award contracts through a Request for Proposal (RFP) process. Our members are eligible to access these contracts by signing an intergovernmental agreement (IGA) with the Lead Public Agency, thereby eliminating the need to complete their own RFP process. NPPGov staff and legal counsel facilitate this process and provide necessary documentation and support.

Q Do I have to be a member?

A Yes, membership is required. As a cooperative procurement organization we rely on the strength of our membership to develop competitive contracts. Membership is free and joining is easy.

Eligible organizations include:

- **Government:** State and local, tax districts, K-12 public schools, higher education, etc
- **FireRescue GPO:** Fire agencies, districts, and departments, volunteer, EMS/Ambulance, etc
- **Law Enforcement GPO:** Police/sheriff departments, correctional facilities, emergency management.
- **Non-Profit:** All 501(c) 1-28 organizations that do not receive Medicaid funding.

To become an NPPGov Member:

1. Visit our website: nppgov.com
2. Click "Join Now"
3. Complete the registration form and submit.
4. You will receive a welcome call and e-mail confirming your membership within 24-48 hours (usually the same day). The welcome email will include your username, password, and NPPGov member number. Vendor discount information can be accessed using your login credentials to log into nppgov.com.

Q Can my entity purchase through NPPGov?

A Your state and local procurement laws and policies dictate the ability to use contracts available through NPPGov. In the vast majority of jurisdictions the answer is "yes!" NPPGov staff are available to answer questions about how our contracts are established to help determine eligibility. Virtually all 50 states have statutes in place that specifically allow the use of publicly solicited contracts even if the contract was created in another state. More information about state statutes can be found on our website (www.nppgov.com/procurement-solutions/state-legal-statutes). The only other requirement is you must be a member of NPPGov.

Q What contracts are available through NPPGov?

A We have an extensive portfolio including contracts for office supplies and equipment, firefighting and rescue equipment, wireless and data communications, playground equipment, furniture, fire apparatus, tires, agricultural and construction equipment, law enforcement equipment, electric and lighting equipment, medical supplies, unmanned vehicles, safety equipment, MRO products, and more. A complete list of contracts and pricing is available on nppgov.com. After registering and logging into the website, click on the "Our Vendors" tab.

Q I have to conduct an RFP process or at least have three quotes. How does NPPGov satisfy this requirement?

A NPPGov contracts were created through an RFP process meeting the requirements of all lower and upper purchasing threshold requirements. The process includes local and national print advertising as well as online internet services to post RFP solicitations. By piggybacking off the contract you are eliminating the need to conduct your own solicitation or collect three quotes. It is still your responsibility to verify our contracts meet your state and local requirements but our legal counsel is available for consultation during your analysis.

Q Where do I find information on the products and price quotes offered through NPPGov contracts?

A Our website has a full list of all vendors/contracts as well as products and pricing. Vendors will provide quotes for the items of interest. Some information is only available to members who have logged in to the website: www.nppgov.com

Q What is the difference between NPPGov and other cooperatives?

A We can't speak to how other cooperatives conduct business but we know our members appreciate:

- Responsive customer service, including communications with our legal counsel.
- Our use of separate Lead Public Agencies to conduct RFPs on behalf of our members, which keeps the process fair and unbiased.
- Readily available access to all necessary RFP and contract documentation.
- Our revenue supports our non-profit hospital owners, funding critical healthcare initiatives such as autoimmune disease research.
- Fire/Rescue specific revenue supports the fire service through a revenue sharing program with fire chiefs associations nationwide.

Q What process validated the product and services offered?

A NPPGov serves as a nationwide channel providing publicly awarded agreements to government entities. Our publicly solicited agreements have been awarded through an RFP issued by a Lead Public Agency. The agency is an independent government entity that carries out the advertising and solicitation procedures required by public contracting law.

NPPGov's contracts are established through the following process:

1. The Lead Public Agency prepares an RFP, incorporating the required cooperative purchasing (piggybacking) language that allows public entities across the nation to utilize the contract.
2. Suppliers respond to the RFP and the Lead Public Agency evaluates and awards the Master Price Agreement(s).
3. Contract documents are posted on our website under the "Our Vendors" tab. NPPGov members can review all documents online and access contract pricing by signing the Intergovernmental Cooperative Purchasing Agreement (IGA).
4. Our public solicitation process is consistent with FEMA/AFG guidelines.

Please consult your legal counsel for confirmation in your jurisdiction, or contact our legal counsel for further information at 877.329.8847

Q Where can I obtain copies of the legal documentation associated with each publicly solicited contract?

A Contracting documents including the RFP, Master Price Agreement, Intergovernmental Agreement (IGA), and Synopsis are available on our website under the vendor page and may be accessed by logging onto the website, nppgov.com

Q What are the terms of the contracts?

A Contract length varies by the public entity that conducted the solicitation but the initial term is typically between two to four years with the option of multi-year extensions.

Q Do the contracts offer products to meet my organization's specific needs?

A Most contracts offer a full product line and many provide for various options and customized products. Review the specific contract you are interested in for further details. Both the vendor and our staff are available for consultation.

Q What does it cost to join NPPGov?

A There are no membership fees, no purchasing obligations and no minimum purchasing requirements.

Q How is NPPGov funded and where does the revenue go?

A We negotiate a small administrative fee with our vendors, which allows us to provide our service free of charge to our members. Revenue from our program goes to our non-profit hospital owners to fund critical healthcare initiatives such as autoimmune disease research.

Q Where do I send the payments?

A Invoices and payments go directly through the vendor you are working with for the products of interest. NPPGov does not collect any payments from our members for products or services.

Q How do I learn more about NPPGov?

A For more information about our program please visit our website: nppgov.com. If you need more information or would rather speak to someone please call or email: 877.329.8847/customer-service@nppgov.com

NPPGov Programs:



FireRescue GPO is a national cooperative purchasing program offering publicly solicited contracts to fire departments nationwide. Our contracts were created through a public RFP process by a Lead Public Agency.

Membership is free with no purchasing obligations. Negotiated contracts are available for below threshold purchases and individual firefighter discounts. In addition to saving you money, the program generates revenue for the fire chiefs association where the purchase was made including the IAFC, IAFC Division Association and State Chief Associations.

Those eligible for this program include: fire/rescue and EMS departments along with their members (including city, county, districts, state and federal).



Law Enforcement GPO was created as a program of NPPGov to meet the procurement needs of the law enforcement community. Members have access to a broad range of publicly solicited contracts with discounted pricing and a customer service department that is dedicated to assist through all stages of the purchasing process.

Those eligible for this program include: law enforcement agencies, sheriff departments, correctional facilities, emergency communications, and emergency management agencies and their employees.