



ADEL CITY COUNCIL AGENDA
Tuesday, September 10, 2024 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.*

PUBLIC HEARING

- 1.a. Public Hearing on the Proposed Vacations of Right-of-Ways Along Bradfield Street Within Southbridge Plat 7
- 1.b. Public Hearing on the Matter of the Proposal to Amend Certain Uniform Building Codes
- 1.c. Public Hearing for the Establishment of the Old Portland Road Basin Sanitary Sewer Connection Fee District

COMMENTS FROM THE PUBLIC

- 2.a. Deb Bengtson - Sweet Corn Festival Review and Introduce New Hire for Adel Partners Chamber of Commerce
- 2.b. Gladys Harvey - Difficulties of Government Subsidized Housing Management for the Brain-Impaired

CONSENT AGENDA

- 3.a. Consider Approval of City Minutes Dated August 26, 2024
- 3.b. Consider Approval of August Bills
- 3.c. Consider Approval of Request by Snappy's Stick Fire BBQ to Operate on City Property at Kinnick Feller Park (483 N. 10th Street) During the ADM Youth Football Seasons
- 3.d. Consider Approval of A Cemetery Sign Replacement Agreement Between the City of Adel, Iowa and Summers' Enterprise, Inc.
- 3.e. Consider Approval of Special Event and Fee Waiver – John D Gomke Charity, John's Baby Steps 5K – October 5, 2024 – *Pending Certificate of Insurance*
- 3.f. Consider Approval of Resolution No. 24-50, Approving Road Closure for John D Gomke Charity Special Event - John's Baby Steps
- 3.g. Consider Approval of Resolution No. 24-51, Supporting the Referendum to Increase Board Membership of the Dallas County Board of Supervisors
- 3.h. Consider Approval of Pay Application No. 4 - Adel Evans Park Trail Connections Project
- 3.i. Consider Approval of Pay Application No. 3 - Adel Water Utility Improvements - New Well No. 7
- 3.j. Consider Approval of Pay Application No. 5 - Adel N. 15th Street Bridge Replacement Over Butler Creek Project

DEPARTMENT HEAD REPORT

- 4.a. Update on Budget Timeline
- 4.b. Update on Audit Timeline

NEW BUSINESS

- 5.a. Consider Approval of Ordinance No. 410, Approval of Proposed Vacations of Right-of-Ways Along Bradfield Street Within Southbridge Plat 7 - First Reading
- 5.b. Consider Approval of Ordinance No. 411, An Ordinance to Adopt the 2018 Version of the International Building Code - First Reading
- 5.c. Consider Approval of Ordinance No. 412, Establishing the Old Portland Road Basin Sanitary Sewer Connection Fee District - First Reading
- 5.d. Consider Approval of Ordinance No. 413, Amending Provisions Pertaining to Bond Requirements for City Officials - First Reading
- 5.e. Consider Approval of Ordinance No. 414, Amending Provisions Pertaining to Electronic Meetings - First Reading
- 5.f. Consider Approval of Ordinance No. 415, Amending Provisions Pertaining to Operating Budget Preparation - First Reading
- 5.g. Consider Approval of Ordinance No. 416, Amending Provisions Pertaining to Publication of Minutes - First Reading
- 5.h. Consider Approval of Ordinance No. 417, Amending Provisions Pertaining to Fire Department Authority to Cite Violations - First Reading

OTHER BUSINESS

ADJOURNMENT



AGENDA ITEM NO. 1.a
AGENDA SECTION: PUBLIC
HEARING

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Public Hearing on the Proposed Vacations of Right-of-Ways
Along Bradfield Street Within Southbridge Plat 7

STAFF/COMMITTEE RECOMMENDATION:

This public hearing was continued from the August 13th, 2024 City Council meeting.

ATTACHMENTS:

[2024.08.01 NOTICE OF PUBLIC HEARING ON THE PROPOSED VACATION OF RIGHT 2.pdf](#)

**NOTICE OF PUBLIC HEARING ON THE PROPOSED VACATION OF
RIGHT-OF-WAY ALONG BRADFIELD STREET WITHIN
SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL**

The City of Adel hereby gives notice that at the regular meeting of the City Council to be held at the Council Chambers, 301 S. 10th Street, Adel, Iowa on the 13th day of August, 2024 at 6:00 P.M., the City Council will hold a public hearing and consider whether to approve by ordinance the vacation of the following public property, to wit:

A PART OF STREET LOT 'B', SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID STREET LOT 'B'; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID STREET LOT 'B' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 45°05'12" EAST, 35.36 FEET; THENCE SOUTH 89°54'49" EAST ALONG SAID SOUTHERLY LINE, 77.50 FEET; THENCE NORTH 83°44'46" EAST ALONG SAID SOUTHERLY LINE, 45.28 FEET; THENCE SOUTH 89°54'49" EAST ALONG SAID SOUTHERLY LINE, 48.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'49" EAST, 110.00 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS SOUTH 45°05'20" WEST, 35.35 FEET; THENCE NORTH 89°55'03" WEST ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'40" WEST, 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,768 SQUARE FEET);

AND

A PART OF STREET LOT 'B', SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 1, SAID SOUTHBRIDGE PLAT 7; THENCE SOUTH 60°03'04" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 388.01 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 508.49 FEET AND WHOSE CHORD BEARS SOUTH 75°04'08" WEST, 502.68 FEET; THENCE SOUTH 05°54'12" EAST, 60.00 FEET

TO THE SOUTHERLY LINE OF SAID STREET LOT 'B' AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.65 FEET AND WHOSE CHORD BEARS SOUTH 42°05'38" WEST, 33.46 FEET; THENCE SOUTH 00°05'28" WEST ALONG SAID SOUTHERLY LINE, 5.77 FEET; THENCE NORTH 89°54'32" WEST ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'49" WEST, 35.36 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 107.59 FEET AND WHOSE CHORD BEARS NORTH 87°05'21" EAST, 107.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,841 SQUARE FEET).

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City to the proposal to vacate the public right-of-way. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to vacate the public property.

This Notice is given by authority of the City Council of the City of Adel.

Dated this 1st day of August, 2024.

Carrie Erickson
City Clerk, City of Adel, Iowa

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL
OF THE CITY OF ADEL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO AMEND CERTAIN
UNIFORM BUILDING CODES ADOPTED BY THE CITY OF
ADEL**

PUBLIC NOTICE is hereby given that the Council of the City of Adel in the State of Iowa, will hold a public hearing at its meeting on September 10, 2024, at 6:00 P.M., in the Council Chambers, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to take action on the proposal to amend the uniform building codes adopted by the City of Adel.

The City proposes to repeal the following previously adopted uniform codes:

1. The *International Building Code*, 2006 Edition, as published by the International Code Council.
2. The *International Property Maintenance Code*, 2006 Edition, as published by the International Code Council.

Meanwhile, the City proposes to adopt the following uniform codes in their place:

1. The *International Building Code*, 2018 Edition, as published by the International Code Council.
2. The *International Property Maintenance Code*, 2018 Edition, as published by the International Code Council.

Copies of these codes are available for public inspection in the office of the City Clerk.

This notice is given by order of the City Council of the City of Adel in the State of Iowa, as provided by Section 380.10 of the Code of Iowa.

Dated this 29th day of August, 2024.

Carrie Erickson
City Clerk, City of Adel in the State of Iowa

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Adel, Iowa intends to construct sanitary sewer facilities in specified areas throughout the City, as well as areas outside the city limits, and has caused to be placed on file for public inspection in the office of the City Clerk a proposed connection fee ordinance establishing the Old Portland Road Basin Sanitary Sewer Connection Fee District, pursuant to which ordinance a connection fee would be imposed upon the owners of properties within said District who make application to connect their properties to the sanitary sewer utility of the City.

The City Council will meet at 6:00 P.M on the 10th day of September, 2024, at the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at which time a public hearing will be held on the proposed connection fee ordinance. The owners of properties within the proposed Sanitary Sewer Connection Fee District or any other person having an interest in said matter, may appear and be heard for or against the boundaries of the proposed Sanitary Sewer Connection Fee District, or the proposed connection fees. A property owner will be deemed to have waived all objections unless at the time of the hearing the property owner has filed objections with the City Clerk.

Description of Improvements Constructed

The improvements are known as the “Old Portland Road Basin Sanitary Sewer” (hereinafter referred to as the “Project”) and consist generally of the following:

The Project includes the proposed construction of sanitary sewer infrastructure including lift stations, trunk sewer mains and appurtenances thereto. The Project will be constructed in phases over several years, with the first phase having been completed in 2023.

General Description of Water Connection Fee Districts

A copy of the proposed ordinance establishing the Old Portland Road Basin Sanitary Sewer Connection Fee District outlining the connection fee for the Connection Fee District has been placed on file for public inspection in the office of the City Clerk. A map of the proposed Sanitary Sewer Connection Fee District, identifying the specific lots and parcels included within the District, is also available for inspection in the office of the City Clerk. The description of the District set forth below is qualified in its entirety by reference to the foregoing ordinance and map.

The area to be known as the Old Portland Road Basin Sanitary Sewer Connection Fee District is an area described as follows:

Beginning at the northeast corner of government lot 8 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence west along the north line of said government lot 8 to the northwest corner

of said government lot 8, also being the northeast corner of government lot 7 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence west along the north line of said government lot 7 to the northwest corner of said government lot 7, also being the northeast corner of government lot 6 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence west along the north line of said government lot 6 to the northwest corner of said government lot 6;

Thence south along the west line of said government lot 6 to the southwest corner of said government lot 6, also being the northwest corner of government lot 11 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of said government lot 11 to the southwest corner of said government lot 11;

Thence east along the south line of said government lot 11 to the southeast corner of said government lot 11, also being the northwest corner of government lot 15, in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of said government lot 15 to the southwest corner of said government lot 15, also being the northwest corner of government lot 18 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa ;

Thence south along the west line of said government lot 18 to a point on the north right-of-way line of 315th Court;

Thence east along the north right-of-way of 315th Court to a point on the east line of said government lot 18;

Thence south along the east line of said government lot 18 to the southeast corner of said government lot 18;

Thence south along the west line of the northeast quarter of the southeast quarter of said section 1 to the southwest corner of the said northeast quarter of the southeast quarter, also being the northwest corner of the southeast quarter of the southeast quarter of section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of the southeast quarter of the southeast quarter of said section 1 to the southwest corner of said southeast quarter of the southeast quarter, also being the northwest corner of the northeast quarter of the northeast quarter of section 12, township 78 north, range 28 west of the 5th p.m., Dallas

County, Iowa;

Thence south along the west line of the northeast quarter of the northeast quarter of said section 12 to the north right-of-way line of Heritage Drive;

Thence east along the north right-of-way line of Heritage Drive to the intersection of the northerly extension of the east line of Lot A, Scenic View Subdivision;

Thence south along the northerly extension of the east line of said Lot A and the east line of said Lot A to a point due west of the intersection the east right-of-way of U.S. Highway #169 and the north right-of-way of 323rd Place;

Thence due east the intersection of the east right-of-way of U.S. Highway #169 and the north right-of-way of 323rd Place;

Thence easterly along the north right-of-way line of 323rd Place to a point on the on the east line of the southwest quarter of the northeast quarter of section 7, township 78 north, range 27 west of the 5th p.m., Dallas County, Iowa;

Thence north along the east line of the southwest quarter of the northeast quarter of said section 7 to the northeast corner of the southwest quarter of the northeast quarter of said section 7;

Thence west along the north line of the southwest quarter of the northeast quarter of said section 7 to the southwest corner of Lot 7 of Old Portland Place subdivision, Dallas County, Iowa;

Thence north along the west line of Old Portland Place subdivision to a point on the north line of the northwest quarter of the northeast quarter of said section 7;

Thence east along the north line of the northwest quarter of the northeast quarter of said section 7 to the northeast corner of the northwest quarter of the northeast quarter of said section 7, also being the southeast corner of the southwest quarter of the southeast quarter of section 6, township 78 north, range 27 west of the 5th p.m., Dallas County, Iowa;

Thence north along the east line of the southwest quarter of the southeast quarter of said section 6 to the northeast corner of the southwest quarter of the southeast quarter of said section 6, also being the southeast corner of the northwest quarter of the southeast quarter of said section 6;

Thence north along the east line of the northwest quarter of the southeast quarter to a point on the westerly right-of-way line of Old Portland Road;

Thence northwesterly along the westerly right-of-way line of Old Portland Road to the south right-of-way line of Bradfield Street;

Thence southwesterly along the south right-of-way line of Bradfield Street, as shown on the final plat of Southbridge Plat 3, to the most southerly corner of Lot G of Southbridge Plat 3, city of Adel, Dallas County, Iowa;

Thence continuing along the south right-of-way line of Bradfield Street for 92.00 feet;

Thence northwest to the southwest corner of Outlot Z of Southbridge Plat 7, city of Adel, Dallas County, Iowa;

Thence northwest along the west line of said Outlot Z to the northwest corner of said Outlot Z of Southbridge Plat 7, city of Adel, Dallas County, Iowa, also being the southeast corner of Lot 8 of Southbridge Plat 3 replatted, city of Adel, Dallas County, Iowa;

Thence west along the south line of Lot 8, Lot 9, & Lot 10 of said Southbridge Plat 3 replatted to the southwest corner of said Lot 10, a point on the east right-of-way line of U.S. Highway 169;

Thence north along the east right-of-way line of U.S. Highway 169 and the northerly extension of said east right-of-way line to a point on the north line Government Lot 5 in section 6, township 78 north, range 27 west of the 5th p.m.;

Thence west along the north line of said Government Lot 5 to the point of beginning.

Connection Fee

Property owners within the proposed Old Portland Road Basin Sanitary Sewer Connection Fee District whose properties are within the corporate boundaries of the City of Adel will be eligible to connect to the sanitary sewer utility upon application and approval thereof and payment of the connection fee herein described.

Pursuant to Iowa Code section 364.4, properties outside the corporate limits of Adel shall be eligible to connect to the Old Portland Road Basin Sanitary Sewer upon payment of the connection fee and compliance with all other requirements of this code.

Pursuant to the Amended and Restated Infrastructure Reimbursement Agreement between the City of Adel and Cramer and Associates, Inc., dated August 23, 2021, (the "Agreement") the property identified as the Southbridge Development Property, within the Agreement, is exempted from paying the connection fee.

The established connection fee shall also apply to any property outside of the Old Portland Road Basin Sanitary Sewer Connection Fee District that uses or derives benefit from any of the sewer facilities constructed for the Old Portland Road Basin Sanitary Sewer Connection Fee District. The appropriate fee shall be imposed at the time of determination that a

benefit is derived from the property.

The connection fees are due and payable when a utility connection application is filed with the city. A connection fee may include the equitable cost of extending the utility to the properties, including reasonable interest from the date of construction to the date of payment. All fees collected under this subsection shall be paid to the city treasurer. The moneys collected as fees shall only be used for the purposes of operating the utility, or to pay debt service on obligations issued to finance improvements or extensions to the utility.

The connection fee for property owners served by the sanitary sewer facilities as part of the proposed project shall be \$5,682.15 for Connections made by October 1, 2024, said amount to increase annually, which includes increases into which a reasonable amount of interest has been calculated from the date of construction to the date of payment. The interest rate will not apply to the connection fee before the construction of the particular phase of the sanitary sewer facilities in the Benefitted District to which a property owner may connect has been completed.

After adoption, publication and recording by the Clerk of a connection fee ordinance for the Old Portland Road Basin Sanitary Sewer Connection Fee District, all owners of those properties within the Benefitted District whose properties are eligible for connection, and who propose to connect such properties directly or indirectly to the Sanitary Sewer Utility, shall make application to the City for such connection. The submittal of construction plans to the City for sanitary sewer improvements on property being subdivided for development shall constitute an application to the City. The sewer connection fee shall be due and payable at the time application is made to the City for connection to the Sanitary Sewer Utility. No connection shall be made to a Sanitary Sewer Utility until such application has been approved and until the required connection fee has been paid. The sewer connection fee shall be paid before the City will approve the final plat of property subject to the connection fee.

The sewer connection fees are in addition to, and not in lieu of, any other fees for Connection required under the plumbing code, other provisions of the municipal code, or City policy. The property owner paying a connection fee will be responsible for the full cost of providing any necessary sanitary sewer extensions or services lines from the private property improvements or buildings to the trunk sewers being constructed as part of the Project.

In the event a Connection is made to a city sewer utility serving Connection Fee District without the permit required, or without payment of the connection fee, or if any installment payment of such fee as provided by subsequent resolution of the Council is not made, the City shall disconnect such service from the City sewer utility until such time as the property owner has received a permit for the Connection and paid the required connection fee. In addition, the City may pursue any other remedy allowed by law.

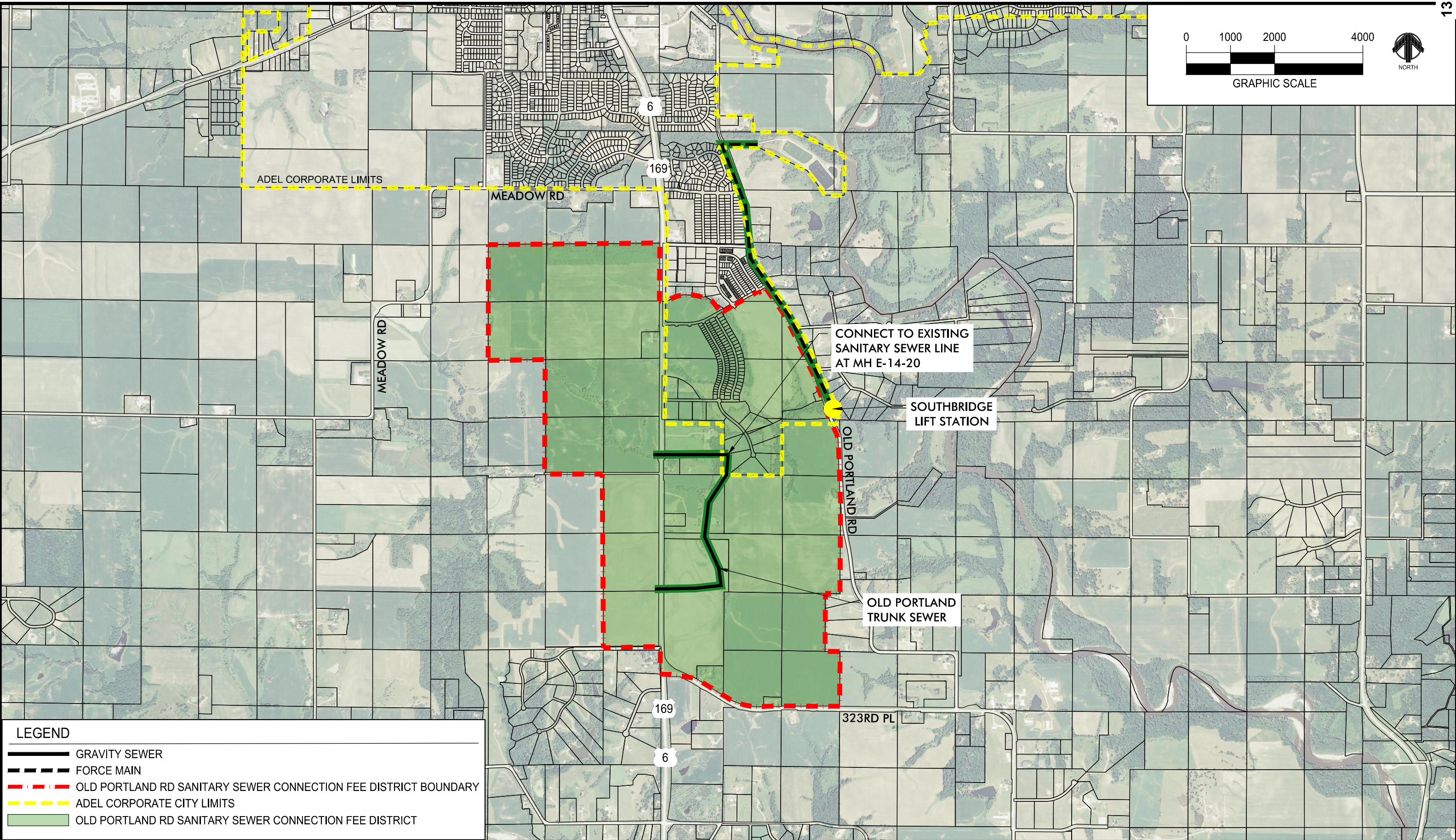
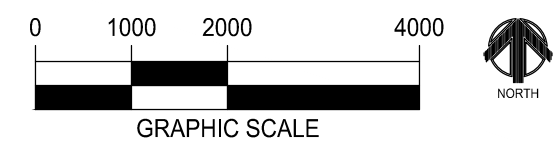
Any unauthorized connection(s) to the East Annex Sanitary Sewer Connection Fee District will constitute a municipal infraction pursuant to Section 3.01 of the City Code.

This notice is given by authority of the Council of the City of Adel, Iowa as provided in Section 384.38(3) of the Code of Iowa, 2023, as amended.

Dated this 29th day of August, 2024.

Carrie Erickson

City Clerk



LEGEND

	GRAVITY SEWER
	FORCE MAIN
	OLD PORTLAND RD SANITARY SEWER CONNECTION FEE DISTRICT BOUNDARY
	ADEL CORPORATE CITY LIMITS
	OLD PORTLAND RD SANITARY SEWER CONNECTION FEE DISTRICT

CONNECT TO EXISTING
SANITARY SEWER LINE
AT MH E-14-20

SOUTHBRIDGE
LIFT STATION

OLD PORTLAND
TRUNK SEWER

ADEL CORPORATE LIMITS

MEADOW RD

MEADOW RD

OLD PORTLAND RD

323RD PL

6

169

169

6



Old Portland Road
Connection Fee District
City of Adel, Iowa



P:\191336\06-DRAWINGS\CIVIL\EXHIBITS\OLD PORTLAND RD_ADEL.DWG - 2024-6-28

July 25, 2024

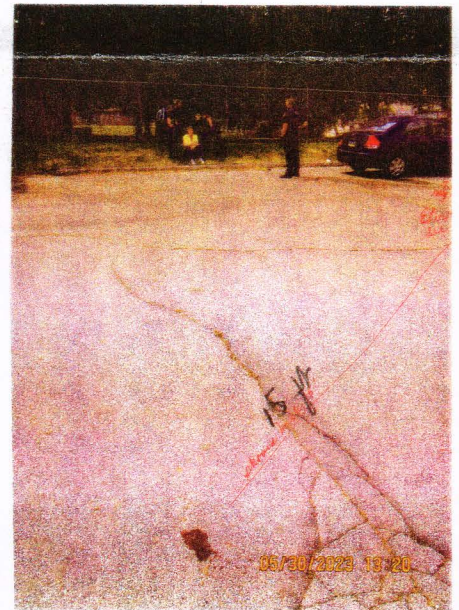
Adel Mavor and City Council
P.O.Box 248
Adel, Iowa 50003

I would like to be put on your agenda for the August 13 meeting to tell you about the difficulties brain-impaired people have when trying to cope with government subsidized housing management.

Thank you

Gladys Harvey

Gladys Virginia Harvey Age 89
2121 Greene St # A18
Adel, Iowa 50003 - [REDACTED]



Adel City Council
August 26, 2024 - Meeting Minutes

The Adel City Council met in regular session at Adel City Hall, 301 S. 10th Street, Adel, Iowa on Monday, August 26, 2024. At 6:00 p.m., Mayor Peters called the meeting to order. The following answered roll: Christensen, McAdon, Selby, West, and Ockerman.

Staff Present: City Administrator Brown, Deputy City Administrator/Finance Director Sandquist, City Clerk Erickson, Police Chief Book, Parks & Recreation Director Schenck, and Public Works Director Overton.

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

2.a. Consider Approval of City Minutes Dated August 13, 2024

Motion by Ockerman, seconded by McAdon, to approve the Consent Agenda.

Roll: Ayes - Unanimous. Motion Carried.

NEW BUSINESS

3.a. Discussion / Possible Action on RFQ for Engineering Services for the Rapids Street Reconstruction Project

Council Member Christensen, Chair of Street Committee, shared that City staff created a RFQ for the engineering services for the Rapids Street Reconstruction Project. This project is not just street reconstruction but includes infrastructure reconstruction. The RFQ selection committee read the proposals, interviewed the top three candidates, and then the committee came together to discuss, but could not come to a consensus on which firm to select. The top two firms up for selection were McClure Engineering and SEH, Inc.

Discussion ensued about the differences and similarities of the two firms. The main difference between the firms was that SEH had a lower fee estimate than McClure by \$7,000. Both firms included a project cost estimate and SEH was lower on that estimate as well. The project cost estimate was not a requested section of the RFQ and was not considered when the selection committee was scoring the submissions. The scoring rubric used by the selection committee showed that SEH got the higher score overall, but by less than one point. When the committee took out the outlying individual scores that were very low or very high compared to the rest of the individual scores, the result was that McClure received the higher overall score. The council members on the selection committee felt that with such a close score they had to put into consideration that McClure had done an almost identical project with the reconstruction of Main Street in 2017. It was a successful project and came in under bid by \$600,000. Other members of the selection committee shared that SEH should be selected because of their lower fee estimate and the fact that they received the higher score when taking the original scores of the selection committee.

Motion by Christensen, seconded by Ockerman, to direct City Staff to enter into contract negotiations with McClure Engineering for the Rapids Street Reconstruction Project.

Roll: Ayes - Ockerman, Christensen, McAdon and West. Nays - Selby. Motion carried.

OTHER BUSINESS

- 1. Council Member Ockerman gave an update on the annexation efforts near the Ortonville area. The annexation committee met with five landowners and are proceeding with negotiations. The committee is working with Greater Dallas County Alliance to set up a**

meeting with developers to show the landowners future development plans. Landowners have been fairly receptive so far.

2. Council Member Christensen shared that there is a firm that is interested in bringing in fiber to Adel.

ADJOURNMENT

Meeting was adjourned at 7:19 p.m.

James F. Peters, Mayor

Attest: _____
Carrie Erickson, City Clerk

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCO	8/29/24	CHLORINE & CALCIUM FLAKES	GENERAL FUND	Pool	1,337.75_
				TOTAL:	1,337.75
ADT Security Services	9/05/24	MUSEUM SECURITY 9/11-10/10	GENERAL FUND	Museum	61.20_
				TOTAL:	61.20
AHeinz57 Pet Rescue & Transport	8/29/24	3 ANIMAL DROP OFFS	GENERAL FUND	Animal Control	150.00_
				TOTAL:	150.00
ASSURITY LIFE INSURANCE COMPANY	8/20/24	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	20.22
	9/05/24	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	20.22
	8/20/24	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	32.09
	9/05/24	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	32.09
	8/20/24	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	4.62
	9/05/24	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	4.62_
				TOTAL:	113.86
Adel Tire & Service	8/29/24	2 TIRES FOR PATCH CART	ROAD USE TAX	Road Use Tax	250.00_
				TOTAL:	250.00
Adel TV & Appliance	8/29/24	AC SERVICE @ LIFT STATION	SEWER UTILITY FUND	Sewer	360.95_
				TOTAL:	360.95
Ahlers & Cooney, P.C.	8/29/24	PROF SERVICES	GENERAL FUND	Police Department	74.10
	9/10/24	PERSONEL	GENERAL FUND	Police Department	390.00
	8/29/24	PROF SERVICES	GENERAL FUND	Animal Control	401.85
	9/10/24	PROF SRVCS	GENERAL FUND	Parks	50.45
	8/29/24	PROF SERVICES	GENERAL FUND	Finance	847.10
	9/10/24	PROF SRVCS	GENERAL FUND	Finance	534.40
	9/10/24	PERSONEL	GENERAL FUND	Finance	390.00
	8/29/24	PROF SERVICES	GENERAL FUND	Zoning/Compliance/Perm	488.60
	9/10/24	PROF SRVC	GENERAL FUND	Zoning/Compliance/Perm	70.00
	9/10/24	PROF SRVCS	GENERAL FUND	Zoning/Compliance/Perm	1,377.51
	9/10/24	PROF SRVCS	ROAD USE TAX	Road Use Tax	592.75
	8/29/24	PROF SERVICES	CIRTPA TRAILS	CAPITAL PROJECTS	418.95
	9/10/24	OLD PORTLAND RD BASIN CONN	SEWER UTILITY FUND	Sewer	370.50
	9/10/24	PROF SRVCS	SEWER UTILITY FUND	Sewer	277.46_
				TOTAL:	6,283.67
Air Filter Sales & Service, Inc	9/10/24	DEHUMID FILTERS	WATER UTILITY	Water	180.36_
				TOTAL:	180.36
Alley Auto Sales	8/29/24	OIL & FILTER #2, #7, & #5	GENERAL FUND	Police Department	338.90_
				TOTAL:	338.90
Amazon	9/05/24	PLANNERS & PARKING PASSES	GENERAL FUND	Parks	56.54
	9/05/24	PLANNERS & PARKING PASSES	GENERAL FUND	Finance	15.94
	9/05/24	AIR FILTER & SOCKET SET	SEWER UTILITY FUND	Sewer	110.87
	9/05/24	AIR FILTER & SOCKET SET	SEWER UTILITY FUND	Sewer	74.41_
				TOTAL:	257.76
Amega Garage Doors and Openers	8/29/24	KEYPAD FOR GARAGE	GENERAL FUND	Parks	60.00_
				TOTAL:	60.00
American Express	8/31/24	August '24 Bank & CC Fees	GENERAL FUND	Finance	23.00_
				TOTAL:	23.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Arnold Motor Supply	8/29/24	AUG 2024 PURCHASES	ROAD USE TAX	Road Use Tax	84.90
	8/29/24	AUG 2024 PURCHASES	ROAD USE TAX	Road Use Tax	16.92
	8/29/24	AUG 2024 PURCHASES	SEWER UTILITY FUND	Sewer	13.99
				TOTAL:	115.81
Authentic Gateway	8/31/24	August '24 Bank & CC Fees	GENERAL FUND	Recreation	12.35
				TOTAL:	12.35
Baldon Hardware	9/10/24	PD AUG 2024 PURCHASES	GENERAL FUND	Police Department	13.66
	9/10/24	JULY & AUG 2024 PURCHASES	GENERAL FUND	Parks	325.33
	9/10/24	POOL AUG 2024 PURCHASES	GENERAL FUND	Pool	33.53
	9/10/24	CITY HALL AUG 2024 PURCHASES	GENERAL FUND	Finance	5.69
	9/10/24	STREETS AUG 2024 PURCHASES	ROAD USE TAX	Road Use Tax	347.51
	9/10/24	WATER AUG 24 PURCHASES	WATER UTILITY	Water	375.75
	9/10/24	SWR AUG 2024 PURCHASES	SEWER UTILITY FUND	Sewer	237.11
				TOTAL:	1,338.58
Baldon Plumbing & Heating	9/05/24	FAUCET REPLACE	GENERAL FUND	Finance	359.09
				TOTAL:	359.09
BankCard	8/31/24	August '24 Bank & CC Fees	GENERAL FUND	Recreation	797.20
				TOTAL:	797.20
Base	8/31/24	August '24 HRA & Flex Reim	TRUST AND AGENCY	General Government	2,456.23
	8/31/24	August '24 HRA & Flex Reim	TRUST AND AGENCY	General Government	545.91
	8/31/24	August '24 HRA & Flex Reim	TRUST AND AGENCY	General Government	204.11
	9/05/24	OCT 2024 HRA	TRUST AND AGENCY	General Government	99.16
	9/05/24	OCT 2024 FLEX	TRUST AND AGENCY	General Government	18.30
	8/31/24	August '24 HRA & Flex Reim	WATER UTILITY	Water	963.38
	9/05/24	OCT 2024 HRA	WATER UTILITY	Water	16.08
	9/05/24	OCT 2024 FLEX	WATER UTILITY	Water	4.80
	8/31/24	August '24 HRA & Flex Reim	SEWER UTILITY FUND	Sewer	849.55
	9/05/24	OCT 2024 HRA	SEWER UTILITY FUND	Sewer	17.42
	9/05/24	OCT 2024 FLEX	SEWER UTILITY FUND	Sewer	6.60
	8/31/24	August '24 HRA & Flex Reim	STORM WATER UTILIT	STORM WATER UTILITY	26.08
	9/05/24	OCT 2024 HRA	STORM WATER UTILIT	STORM WATER UTILITY	1.34
	9/05/24	OCT 2024 FLEX	STORM WATER UTILIT	STORM WATER UTILITY	0.30
			TOTAL:	5,209.26	
Bax Sales, Inc.	8/29/24	RAGS	ROAD USE TAX	Road Use Tax	30.60
				TOTAL:	30.60
Business Furniture Warehouse	8/29/24	OFFICE DESK	GENERAL FUND	Police Department	803.00
				TOTAL:	803.00
C & C Lawn Services, LLC	8/29/24	FERTILIZER @ CITY GROUNDS	GENERAL FUND	Parks	4,475.00
	8/29/24	FERTILIZER @ CITY GROUNDS	GENERAL FUND	Cemetery	1,270.00
	8/29/24	FERTILIZER @ CITY GROUNDS	GENERAL FUND	Recreation	954.00
				TOTAL:	6,699.00
CAMS	9/05/24	SEPT 24 WTP CLEANING	WATER UTILITY	Water	500.00
				TOTAL:	500.00
CITY OF ADEL (FLEX SPENDING ACCOUNTS)	8/20/24	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	129.71
	9/05/24	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	129.71
	8/20/24	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	64.76

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/05/24	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	64.76
	8/20/24	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.05
	9/05/24	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.05
	8/20/24	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	9/05/24	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	8/20/24	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	32.80
	9/05/24	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	32.80
	8/20/24	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	9/05/24	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	8/20/24	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	57.48
	9/05/24	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	57.48
	8/20/24	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	9/05/24	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	8/20/24	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.46
	9/05/24	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.46
	8/20/24	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
	9/05/24	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04_
				TOTAL:	789.00
Capital City Equipment Co	8/29/24	OIL FILTER & DISCHARGE COV	GENERAL FUND	Cemetery	202.85_
				TOTAL:	202.85
Capital Sanitary Supply	9/10/24	TRASHBAGS & HAND SOAP	GENERAL FUND	Parks	263.96_
				TOTAL:	263.96
CenturyLink	9/05/24	TELEPHONE 8/19-9/18	WATER UTILITY	Water	70.06_
				TOTAL:	70.06
Christian Printers	8/29/24	BILL & LATE NOTICE SHELL,	WATER UTILITY	Water	1,399.50
	9/05/24	SEPT 2024 FOLD INSERT & MA	WATER UTILITY	Water	1,211.50
	8/29/24	BILL & LATE NOTICE SHELL,	SEWER UTILITY FUND	Sewer	1,399.50
	9/05/24	SEPT 2024 FOLD INSERT & MA	SEWER UTILITY FUND	Sewer	1,211.50_
				TOTAL:	5,222.00
Cintas Corporation	8/29/24	FIRST AID KIT	ROAD USE TAX	Road Use Tax	25.50
	9/10/24	FIRST AID KITS	ROAD USE TAX	Road Use Tax	23.43
	8/29/24	FIRST AID KIT	WATER UTILITY	Water	25.51
	9/10/24	FIRST AID KITS	WATER UTILITY	Water	23.44
	8/29/24	FIRST AID KIT	SEWER UTILITY FUND	Sewer	25.50
	9/10/24	FIRST AID KITS	SEWER UTILITY FUND	Sewer	23.43_
				TOTAL:	146.81
Collections Services Center	8/20/24	CHILD SUPPORT W/H	ROAD USE TAX	NON-DEPARTMENTAL	206.10
	9/05/24	CHILD SUPPORT W/H	ROAD USE TAX	NON-DEPARTMENTAL	206.10
	8/20/24	CHILD SUPPORT W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	22.90
	9/05/24	CHILD SUPPORT W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	22.90_
				TOTAL:	458.00
Core & Main LP	8/29/24	BANNER CLAMPS	ROAD USE TAX	Road Use Tax	180.00
	9/10/24	TESTING SUPPLIES	WATER UTILITY	Water	450.15_
				TOTAL:	630.15
Core-Mark Midcontinent, Inc.	9/10/24	FOOD @ POOL	GENERAL FUND	Pool	454.95_
				TOTAL:	454.95
Dakota Supply Group	8/29/24	SWITHC BROOMS	ROAD USE TAX	Road Use Tax	180.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	180.00
Dallas County News, Inc.	8/29/24	DALLAS CO NEWSPAPER	GENERAL FUND	Library	46.80_
				TOTAL:	46.80
Dallas County Sheriff	8/29/24	NEW WORLD MODULE	GENERAL FUND	Police Department	1,309.00
	9/05/24	CREW FORCE APP	GENERAL FUND	Fire Department	476.00_
				TOTAL:	1,785.00
Dallas County Treasurer	9/10/24	PROPERTY TAX	GENERAL FUND	Parks	948.00_
				TOTAL:	948.00
Danko Emergency Equipment	9/05/24	FIREFIGHTER HOODS	GENERAL FUND	Fire Department	225.19
	9/05/24	FLASHLIGHTS FOR BUNKER GEA	GENERAL FUND	Fire Department	1,625.00
	9/05/24	FIRE GLOVES	GENERAL FUND	Fire Department	145.00_
				TOTAL:	1,995.19
Delta Dental Plan of Iowa	8/20/24	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	236.67
	9/05/24	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	217.96
	8/20/24	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	23.99
	9/05/24	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	23.99
	8/29/24	SEPT 24 DENTAL PREMIUMS	TRUST AND AGENCY	General Government	2,091.49
	8/20/24	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	29.06
	9/05/24	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	29.06
	8/29/24	SEPT 24 DENTAL PREMIUMS	WATER UTILITY	Water	339.16
	8/20/24	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	21.66
	9/05/24	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	21.66
	8/29/24	SEPT 24 DENTAL PREMIUMS	SEWER UTILITY FUND	Sewer	367.43
	8/20/24	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	2.75
	9/05/24	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	2.75
	8/29/24	SEPT 24 DENTAL PREMIUMS	STORM WATER UTILIT	STORM WATER UTILITY	28.26_
				TOTAL:	3,435.89
Delta Dental of Iowa (Vision)	8/20/24	PY-INSURANCE PREMIUM VISIO	GENERAL FUND	NON-DEPARTMENTAL	16.04
	9/05/24	PY-INSURANCE PREMIUM VISIO	GENERAL FUND	NON-DEPARTMENTAL	16.04
	8/20/24	PY-INSURANCE PREMIUM VISIO	ROAD USE TAX	NON-DEPARTMENTAL	2.07
	9/05/24	PY-INSURANCE PREMIUM VISIO	ROAD USE TAX	NON-DEPARTMENTAL	2.07
	8/20/24	PY-INSURANCE PREMIUM VISIO	WATER UTILITY	NON-DEPARTMENTAL	3.10
	9/05/24	PY-INSURANCE PREMIUM VISIO	WATER UTILITY	NON-DEPARTMENTAL	3.10
	8/20/24	PY-INSURANCE PREMIUM VISIO	SEWER UTILITY FUND	NON-DEPARTMENTAL	2.49
	9/05/24	PY-INSURANCE PREMIUM VISIO	SEWER UTILITY FUND	NON-DEPARTMENTAL	2.49
	8/20/24	PY-INSURANCE PREMIUM VISIO	STORM WATER UTILIT	NON-DEPARTMENTAL	0.24
	9/05/24	PY-INSURANCE PREMIUM VISIO	STORM WATER UTILIT	NON-DEPARTMENTAL	0.24_
				TOTAL:	47.88
Des Moines Printing	8/29/24	NEW PATRON CARDS	GENERAL FUND	Library	178.19_
				TOTAL:	178.19
Dryer Painting	9/10/24	REPAINTING @ AQUATIC CENT	GENERAL FUND	Pool	63,441.00_
				TOTAL:	63,441.00
Elder Corporation	8/27/24	PAYMENT NO. 2	CIRTPA TRAILS	CAPITAL PROJECTS	123,221.94
	8/27/24	PAYMENT NO. 3	CIRTPA TRAILS	CAPITAL PROJECTS	332,738.78_
				TOTAL:	455,960.72
Electric Pump & Tool Inc	8/29/24	LIFT STATION MAINTANCE	SEWER UTILITY FUND	Sewer	976.25

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	976.25
Envirotech Services	8/29/24	DUST CONTROL	ROAD USE TAX	Road Use Tax	13,062.50_
				TOTAL:	13,062.50
Fareway Stores #124	9/05/24	AUG 2024 PURCHASE	GENERAL FUND	Police Department	15.75
	9/05/24	AUG 2024 PURCHASE	GENERAL FUND	Pool	52.88_
				TOTAL:	68.63
Fountain People Inc	9/10/24	SPLASH PAD NOZZLE	GENERAL FUND	Pool	399.00_
				TOTAL:	399.00
Fuller Petroleum Service	9/05/24	AUG 24 FUEL & DIESEL	GENERAL FUND	Police Department	772.67
	9/05/24	AUG 24 FUEL & DIESEL	GENERAL FUND	Fire Department	98.66
	9/05/24	AUG 24 FUEL & DIESEL	GENERAL FUND	Parks	270.69
	9/05/24	AUG 24 FUEL & DIESEL	GENERAL FUND	Parks	163.59
	9/05/24	AUG 24 FUEL & DIESEL	GENERAL FUND	Recreation	103.01
	9/05/24	AUG 24 FUEL & DIESEL	GENERAL FUND	Zoning/Compliance/Perm	71.03
	9/05/24	AUG 24 FUEL & DIESEL	ROAD USE TAX	Road Use Tax	326.85
	9/05/24	AUG 24 FUEL & DIESEL	ROAD USE TAX	Road Use Tax	163.60
	9/05/24	AUG 24 FUEL & DIESEL	WATER UTILITY	Water	285.38
	9/05/24	AUG 24 FUEL & DIESEL	WATER UTILITY	Water	163.60
	9/05/24	AUG 24 FUEL & DIESEL	SEWER UTILITY FUND	Sewer	411.01
	9/05/24	AUG 24 FUEL & DIESEL	SEWER UTILITY FUND	Sewer	163.60
	9/05/24	AUG 24 FUEL & DIESEL	STORM WATER UTILIT	STORM WATER UTILITY	163.60_
				TOTAL:	3,157.29
Galls	8/29/24	MED KITS & EVIDENCE BAGS	GENERAL FUND	Police Department	328.72_
				TOTAL:	328.72
Gannett Iowa LocaliQ	8/29/24	JULY 2024 PUBLICATION	GENERAL FUND	Finance	282.00
	8/29/24	JULY 2024 PUBLICATION	GENERAL FUND	Zoning/Compliance/Perm	114.60_
				TOTAL:	396.60
Hawkins Inc.	9/10/24	CHEMICALS	WATER UTILITY	Water	1,289.71
	9/10/24	CHEMICALS	WATER UTILITY	Water	879.60_
				TOTAL:	2,169.31
Heartland Coop	8/29/24	WEED SPRAY	ROAD USE TAX	Road Use Tax	320.00_
				TOTAL:	320.00
Herberger Construction Co., Inc.	8/21/24	N 15th St Bridge	N 15TH ST BRIDGE R	CAPITAL PROJECTS	171,337.48_
				TOTAL:	171,337.48
House Works	8/29/24	JANITORIAL	GENERAL FUND	Library	1,145.00
	9/05/24	JANITORIAL	GENERAL FUND	Library	1,060.00_
				TOTAL:	2,205.00
IOWA RETIREMENT INVESTORS' CLUB (RIC)	8/20/24	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	166.50
	9/05/24	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	166.50
	8/20/24	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	282.08
	9/05/24	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	282.08
	8/20/24	RIC PRETAX CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	70.00
	9/05/24	RIC PRETAX CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	70.00
	8/20/24	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	191.67
	9/05/24	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	191.67

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/20/24	RIC PRETAX CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	105.00
	9/05/24	RIC PRETAX CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	105.00
	8/20/24	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	287.50
	9/05/24	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	287.50
	8/20/24	RIC PRETAX CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	105.00
	9/05/24	RIC PRETAX CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	105.00
	8/20/24	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	287.50
	9/05/24	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	287.50
	8/20/24	RIC ROTH % CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	370.34
	9/05/24	RIC ROTH % CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	370.34
	8/20/24	RIC PRETAX CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	3.50
	9/05/24	RIC PRETAX CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	3.50
	8/20/24	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	9.58
	9/05/24	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	9.58
				TOTAL:	3,757.34
IPERS	8/20/24	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	2,206.06
	9/05/24	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	2,207.48
	8/20/24	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	2,071.03
	9/05/24	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	2,061.56
	8/20/24	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	663.31
	9/05/24	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	672.29
	8/20/24	PY-IPERS REG	ROAD USE TAX	Road Use Tax	995.49
	9/05/24	PY-IPERS REG	ROAD USE TAX	Road Use Tax	1,008.96
	8/31/24	Adjust to IPERS Report	TRUST AND AGENCY	General Government	0.14
	8/20/24	PY-IPERS REG	TRUST AND AGENCY	General Government	3,310.82
	9/05/24	PY-IPERS REG	TRUST AND AGENCY	General Government	3,312.95
	8/20/24	PY-POLICE IPERS	TRUST AND AGENCY	General Government	3,104.86
	9/05/24	PY-POLICE IPERS	TRUST AND AGENCY	General Government	3,090.69
	8/20/24	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	889.31
	9/05/24	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	897.39
	8/20/24	PY-IPERS REG	WATER UTILITY	Water	1,334.69
	9/05/24	PY-IPERS REG	WATER UTILITY	Water	1,346.82
	8/20/24	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	985.45
	9/05/24	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	978.20
	8/20/24	PY-IPERS REG	SEWER UTILITY FUND	Sewer	1,478.98
	9/05/24	PY-IPERS REG	SEWER UTILITY FUND	Sewer	1,468.10
	8/20/24	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	67.98
	9/05/24	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	68.43
	8/20/24	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	101.99
	9/05/24	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	102.68
				TOTAL:	34,425.66
Image360	9/05/24	STREET SIGNS	ROAD USE TAX	Road Use Tax	517.18
	8/29/24	PARKING & SIDEWALK SIGNS	ROAD USE TAX	Road Use Tax	947.83
				TOTAL:	1,465.01
Infomax Office Systems Inc	9/05/24	COPIER LEASE	GENERAL FUND	Library	131.44
				TOTAL:	131.44
Iowa Codification Inc.	8/29/24	UPDATING ONLINE CODES	GENERAL FUND	Finance	1,108.00
				TOTAL:	1,108.00
Iowa Communities Assurance Pool	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Police Department	13,280.23
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Fire Department	16,418.53
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Roads, Bridges, Sidewa	21,251.42

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Library	12,012.03
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Museum	1,749.58
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Parks	17,090.20
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Pool	15,932.60
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Recreation	2,300.46
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Finance	7,954.63
	8/23/24	24-25 ICAP RENEWAL	GENERAL FUND	Zoning/Compliance/Perm	2,365.89
	8/23/24	24-25 ICAP RENEWAL	WATER UTILITY	Water	68,333.45
	8/23/24	24-25 ICAP RENEWAL	SEWER UTILITY FUND	Sewer	59,682.15
	8/23/24	24-25 ICAP RENEWAL	STORM WATER UTILIT	STORM WATER UTILITY	1,648.83_
				TOTAL:	240,020.00
Iowa Dept of Natural Resources	8/29/24	NPDES PERMIT FEE	SEWER UTILITY FUND	Sewer	1,275.00_
				TOTAL:	1,275.00
Iowa One Call	9/05/24	JULY 24 LOCATE	WATER UTILITY	Water	154.20_
				TOTAL:	154.20
Johnson Controls	9/05/24	SYSTEM REPAIRS	GENERAL FUND	Library	879.38_
				TOTAL:	879.38
Keystone Laboratories, Inc.	9/05/24	AUG 2024 MONTHLY TESTING	WATER UTILITY	Water	457.75
	9/05/24	AUG 2024 MONTHLY TESTING	SEWER UTILITY FUND	Sewer	1,404.00_
				TOTAL:	1,861.75
Knight Building Company	9/10/24	DOOR @ MUSEUM	GENERAL FUND	Finance	3,541.54_
				TOTAL:	3,541.54
Kurita America	9/10/24	FILTER , REPAIR KIT & GASK	WATER UTILITY	Water	2,262.18_
				TOTAL:	2,262.18
Laser Line Striping	8/29/24	PAINT PICKLEBALL LINES	GENERAL FUND	Parks	420.00_
				TOTAL:	420.00
Lexipol	8/29/24	POLICE ONE USER 12 USERS	GENERAL FUND	Police Department	1,112.40_
				TOTAL:	1,112.40
Linda Johnson	9/05/24	AUG 2024 CLEANING	GENERAL FUND	Police Department	405.00
	9/05/24	AUG 2024 CLEANING	GENERAL FUND	Museum	108.00
	9/05/24	AUG 2024 CLEANING	GENERAL FUND	Finance	405.00_
				TOTAL:	918.00
Logan Contractors Supply Inc	8/29/24	SAFETY HARNESS & LANYARD	ROAD USE TAX	Road Use Tax	243.81
	9/10/24	LIMESTONE URETHANE & SUP	ROAD USE TAX	Road Use Tax	114.58_
				TOTAL:	358.39
Logoed Apparel & Promotions	9/10/24	CLOTHING ALLOWANCE C. PRIC	GENERAL FUND	Parks	192.06_
				TOTAL:	192.06
MJR Development, LLC	9/10/24	MUSEUM REHAB PHASE 2	GENERAL FUND	Museum	20,600.00_
				TOTAL:	20,600.00
MacQueen Equipment	9/05/24	VALVE AIR PACK FIL STATION	GENERAL FUND	Fire Department	109.00
	8/29/24	WINCAN SOFTWARE	SEWER UTILITY FUND	Sewer	8,000.00_
				TOTAL:	8,109.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
Mainstay Systems Inc.	8/29/24	VPN LIC	GENERAL FUND	Police Department	95.00_
				TOTAL:	95.00
Manatts Inc.	9/10/24	CONCRETE 9TH/ALLEY	SEWER UTILITY FUND	Sewer	543.00
	9/10/24	CONCRETE 9TH/ALLEY	SEWER UTILITY FUND	Sewer	1,529.50_
				TOTAL:	2,072.50
Martin Marietta Materials	8/29/24	ROCK FOR BIN	ROAD USE TAX	Road Use Tax	1,460.36_
				TOTAL:	1,460.36
McClure Engineering Company	9/10/24	SUBDIVISION	GENERAL FUND	Zoning/Compliance/Perm	725.00
	9/10/24	WWTP LAB/ ADMIN	NEW WASTEWTR TRTMN	CAPITAL PROJECTS	750.00
	8/21/24	ADEL WELL NO. 7	WATER UTIL IMPROV	CAPITAL PROJECTS	100.00
	9/10/24	WELL #7	WATER UTIL IMPROV	CAPITAL PROJECTS	4,099.90
	9/10/24	N 15TH ST BRIDGE REPLACE	N 15TH ST BRIDGE R	CAPITAL PROJECTS	27,365.43
	9/10/24	EVANS PARK TRAIL	CIRTPA TRAILS	CAPITAL PROJECTS	10,895.00
	9/10/24	BAILEYS GROVE CHANNEL STAB	CHANNEL STABILIZAT	CAPITAL PROJECTS	17,215.00
	9/10/24	SOUTHBRIDGE LIFT STATION	SEWER UTILITY FUND	Sewer	945.00_
				TOTAL:	62,095.33
Mediacom	9/05/24	SRVC SEPT 2024	GENERAL FUND	Library	70.90
	9/05/24	SRVC SEPT 2024	GENERAL FUND	Library	416.28
	9/05/24	SRVC SEPT 2024	GENERAL FUND	Pool	45.71
	9/05/24	SRVC SEPT 2024	ROAD USE TAX	Road Use Tax	114.98
	8/29/24	INTERNET @WTP	WATER UTILITY	Water	367.42
	9/05/24	SRVC SEPT 2024	STORM WATER UTILIT	STORM WATER UTILITY	114.97_
				TOTAL:	1,130.26
Menards	8/29/24	VACUUM, MOP & ALGAECIDE	GENERAL FUND	Parks	309.51
	8/29/24	MISC SUPPLIES	ROAD USE TAX	Road Use Tax	330.70
	8/29/24	SUPPLIES	SEWER UTILITY FUND	Sewer	41.43_
				TOTAL:	681.64
Mid-Iowa Solid Waste Equipment Co., In	8/29/24	FOOTBALL NOZZEL	SEWER UTILITY FUND	Sewer	130.72_
				TOTAL:	130.72
MidAmerican Energy	9/10/24	SEPT 2024	GENERAL FUND	Police Department	681.06
	9/10/24	SEPT 2024	GENERAL FUND	Police Department	49.93
	9/10/24	SEPT 2024	GENERAL FUND	Fire Department	17.19
	9/10/24	SEPT 2024	GENERAL FUND	Street Lighting	4,835.11
	9/10/24	SEPT 2024	GENERAL FUND	Traffic Control & Safe	32.01
	9/10/24	SEPT 2024	GENERAL FUND	Library	4,076.56
	9/10/24	SEPT 2024	GENERAL FUND	Museum	122.84
	9/10/24	SEPT 2024	GENERAL FUND	Parks	186.03
	9/10/24	SEPT 2024	GENERAL FUND	Parks	1,033.20
	9/10/24	SEPT 2024	GENERAL FUND	Pool	3,914.92
	9/10/24	SEPT 2024	GENERAL FUND	Finance	492.87
	9/10/24	SEPT 2024	GENERAL FUND	Finance	17.12
	9/10/24	SEPT 2024	ROAD USE TAX	Road Use Tax	165.28
	9/10/24	SEPT 2024	WATER UTILITY	Water	6,909.51
	9/10/24	SEPT 2024	SEWER UTILITY FUND	Sewer	4,538.17_
				TOTAL:	27,071.80
Miracle Recreation Equipment Co.	8/29/24	TOT SEAT @ KF PARK	GENERAL FUND	Parks	229.88_
				TOTAL:	229.88

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
Motorola Solutions Inc	8/29/24	RADIOS	GENERAL FUND	Police Department	3,292.98_
				TOTAL:	3,292.98
Municipal Supply Inc.	8/29/24	SWR SUPPLIES	SEWER UTILITY FUND	Sewer	18.20_
				TOTAL:	18.20
Nationwide Office Cleaners LLC	8/29/24	CARPET CLEANING	GENERAL FUND	Library	1,960.00
	8/29/24	WINDOW CLEANING	GENERAL FUND	Library	588.00
	8/29/24	WINDOW CLEANING @CH	GENERAL FUND	Finance	329.00_
				TOTAL:	2,877.00
PRINCIPAL LIFE INSURANCE CO - SBD GRAN	8/20/24	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	225.04
	9/05/24	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	225.04
	8/20/24	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	8.07
	9/05/24	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	8.07
	8/29/24	SEPT 24 LIFE & DISABILITY	TRUST AND AGENCY	General Government	1,142.71
	8/20/24	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	11.29
	9/05/24	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	11.29
	8/29/24	SEPT 24 LIFE & DISABILITY	WATER UTILITY	Water	209.23
	8/20/24	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	26.99
	9/05/24	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	26.99
	8/29/24	SEPT 24 LIFE & DISABILITY	SEWER UTILITY FUND	Sewer	241.42
	8/20/24	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	0.79
	9/05/24	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	0.79
	8/29/24	SEPT 24 LIFE & DISABILITY	STORM WATER UTILIT	STORM WATER UTILITY	16.09_
				TOTAL:	2,153.81
People's Bank	8/20/24	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	2,555.24
	9/05/24	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	2,493.46
	8/31/24	August '24 Bank & CC Fees	GENERAL FUND	Finance	78.60
	8/20/24	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	373.63
	9/05/24	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	381.23
	8/20/24	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	567.25
	9/05/24	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	542.15
	8/20/24	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	697.36
	9/05/24	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	659.26
	8/20/24	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	37.52
	9/05/24	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	37.90_
				TOTAL:	8,423.60
Peoples Trust & Savings	8/20/24	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	4,975.52
	9/05/24	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	4,781.83
	8/20/24	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	5,292.20
	9/05/24	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	4,183.19
	8/20/24	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	1,237.70
	9/05/24	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	978.30
	8/20/24	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	1,034.23
	9/05/24	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	1,064.69
	8/20/24	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	621.12
	9/05/24	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	629.97
	8/20/24	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	145.27
	9/05/24	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	147.33
	8/20/24	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	621.14
	9/05/24	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	629.98
	8/20/24	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	145.28
	9/05/24	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	147.34

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/20/24	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	5,292.21
	9/05/24	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	4,183.22
	8/20/24	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	1,237.69
	9/05/24	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	978.31
	8/20/24	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	1,410.90
	9/05/24	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	1,373.33
	8/20/24	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	896.69
	9/05/24	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	845.27
	8/20/24	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	209.71
	9/05/24	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	197.69
	8/20/24	PY-FICA W/H & MATCH	WATER UTILITY	Water	896.70
	9/05/24	PY-FICA W/H & MATCH	WATER UTILITY	Water	845.27
	8/20/24	PY-MC W/H & MATCH	WATER UTILITY	Water	209.72
	9/05/24	PY-MC W/H & MATCH	WATER UTILITY	Water	197.69
	8/20/24	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	1,728.48
	9/05/24	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	1,632.67
	8/20/24	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	986.24
	9/05/24	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	919.70
	8/20/24	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	230.66
	9/05/24	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	215.10
	8/20/24	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	986.23
	9/05/24	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	919.70
	8/20/24	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	230.65
	9/05/24	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	215.10
	8/20/24	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	100.19
	9/05/24	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	101.71
	8/20/24	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	63.68
	9/05/24	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	64.11
	8/20/24	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	14.88
	9/05/24	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	14.99
	8/20/24	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	63.65
	9/05/24	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	64.07
	8/20/24	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	14.88
	9/05/24	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	14.97
				TOTAL:	53,991.15
Philip L Ascheman, PH.D	8/29/24	MMPI MCALLISTER	GENERAL FUND	Police Department	235.00_
				TOTAL:	235.00
Pink Stew Entertainment	8/29/24	BALLOON WORKSHOP	GENERAL FUND	Library	145.00_
				TOTAL:	145.00
Pomp's Tire Service	9/10/24	REPAIR BACK HOE TIRE	ROAD USE TAX	Road Use Tax	62.00_
				TOTAL:	62.00
Premier Pest Control	8/29/24	MOSQUITO SPRAYING 8/8	STORM WATER UTILIT	STORM WATER UTILITY	900.00
	9/05/24	MOSQUITO SPRAY 8/22	STORM WATER UTILIT	STORM WATER UTILITY	1,000.00_
				TOTAL:	1,900.00
Quality Striping, Inc	8/29/24	PAINTING STREET LINES	ROAD USE TAX	Road Use Tax	2,785.00_
				TOTAL:	2,785.00
Ray Hemphill	9/10/24	STORAGE OF SANDBAGS AUG 24	GENERAL FUND	Police Department	150.00_
				TOTAL:	150.00
Rick's Maintenance	9/10/24	UPDATING ELECTRICAL PEDEST	GENERAL FUND	Parks	2,526.12

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	2,526.12
Ricoh USA, Inc.	8/29/24	PD COPIER RENT 8/29-9/28	GENERAL FUND	Police Department	138.34
	8/29/24	COPIER RENT 9/8-10/7	GENERAL FUND	Recreation	27.88
	8/29/24	COPIER RENT 9/8-10/7	GENERAL FUND	Finance	27.88
	8/29/24	COPIER RENT 9/8-10/7	GENERAL FUND	Zoning/Compliance/Perm	27.87
	8/29/24	COPIER RENT 9/8-10/7	ROAD USE TAX	Road Use Tax	27.88
	8/29/24	COPIER RENT 9/8-10/7	WATER UTILITY	Water	27.88
	8/29/24	COPIER RENT 9/8-10/7	SEWER UTILITY FUND	Sewer	27.88
				TOTAL:	305.61
SAM	8/29/24	UPDATE STORM SWR @GIS	STORM WATER UTILIT	STORM WATER UTILITY	750.00
				TOTAL:	750.00
SSI Specialties, Inc	9/10/24	SHIRTS ADULT LEAGUE	GENERAL FUND	Recreation	937.53
				TOTAL:	937.53
Schwinger Lawn Service Inc	9/10/24	REMOVAL OF TREE @ COURT ST	GENERAL FUND	Parks	2,177.50
				TOTAL:	2,177.50
South Dallas Co. Landfill	9/10/24	TELEPHONE POLES DROP OFF	GENERAL FUND	Parks	151.00
	9/10/24	AUG & SEPT CAPITA	GARBAGE/RECYCLING	Garbage	6,879.50
	9/10/24	AUG 2024 STICKERS 15	GARBAGE/RECYCLING	Garbage	315.00
				TOTAL:	7,345.50
Staples Advantage	9/05/24	AUG 2024 PURCHASES	GENERAL FUND	Police Department	114.70
	9/05/24	AUG 2024 PURCHASES	GENERAL FUND	Library	33.22
	9/05/24	AUG 2024 PURCHASES	GENERAL FUND	Parks	130.41
	9/05/24	AUG 2024 PURCHASES	GENERAL FUND	Recreation	33.22
	9/05/24	AUG 2024 PURCHASES	GENERAL FUND	Finance	33.22
	9/05/24	AUG 2024 PURCHASES	GENERAL FUND	Zoning/Compliance/Perm	33.22
	9/05/24	AUG 2024 PURCHASES	ROAD USE TAX	Road Use Tax	128.42
	9/05/24	AUG 2024 PURCHASES	WATER UTILITY	Water	33.22
	9/05/24	AUG 2024 PURCHASES	SEWER UTILITY FUND	Sewer	33.22
				TOTAL:	572.85
Star Equipment	9/10/24	CRACKING SEALING	ROAD USE TAX	Road Use Tax	1,648.72
				TOTAL:	1,648.72
Stivers Ford Inc	8/29/24	DIAG & REPLACE BRAKES	GENERAL FUND	Police Department	1,440.30
				TOTAL:	1,440.30
StopStick LTD	8/29/24	STOP STICKS	GENERAL FUND	Police Department	1,054.00
				TOTAL:	1,054.00
T-Mobile	9/05/24	SRVC 7/21-8/20	GENERAL FUND	Parks	87.63
	9/05/24	SRVC 7/21-8/20	GENERAL FUND	Pool	14.60
	9/05/24	SRVC 7/21-8/20	GENERAL FUND	Recreation	43.82
	9/05/24	SRVC 7/21-8/20	GENERAL FUND	Finance	29.21
	9/05/24	SRVC 7/21-8/20	GENERAL FUND	Zoning/Compliance/Perm	29.21
	9/05/24	SRVC 7/21-8/20	ROAD USE TAX	Road Use Tax	116.84
	9/05/24	SRVC 7/21-8/20	WATER UTILITY	Water	79.79
	9/05/24	SRVC 7/21-8/20	SEWER UTILITY FUND	Sewer	101.16
				TOTAL:	502.26
Temporary Vendo DELANEY KAHLER	8/29/24	LIFEGUARD CERT REIMBURSEME	GENERAL FUND	Parks	225.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SHASTA HILLMER	8/29/24	LIFEGUARD CERT REIMBURSEME	GENERAL FUND	Pool	175.00_
				TOTAL:	400.00
The Northway Corporation	8/21/24	ADEL WELL NO. 7	WATER UTIL IMPROV	CAPITAL PROJECTS	141,488.25_
				TOTAL:	141,488.25
The Sherwin Williams Company	9/10/24	PARTS FOR SPRAYER	ROAD USE TAX	Road Use Tax	183.96_
				TOTAL:	183.96
Treasurer State of Iowa - Sales Tax	8/21/24	SALES TAX	GENERAL FUND	Pool	1,552.68
	8/21/24	WET TAX	WATER UTILITY	Water	11,226.22
	8/21/24	SALES TAX	SEWER UTILITY FUND	Sewer	1,294.33_
				TOTAL:	14,073.23
Truck Equipment Inc	8/29/24	LOAD BOOSTERS	ROAD USE TAX	Road Use Tax	572.00
	9/10/24	MISC EQUIPMENT	ROAD USE TAX	Road Use Tax	8.58_
				TOTAL:	580.58
Twisted Yoga 108	9/05/24	YOGA PROGRAM	GENERAL FUND	Library	966.00_
				TOTAL:	966.00
Tyler Technologies, Inc.	8/31/24	August '24 Bank & CC Fees	GENERAL FUND	Finance	3,276.30_
				TOTAL:	3,276.30
USA Blue Book	9/10/24	MISC SUPPLIES	WATER UTILITY	Water	260.49
	9/05/24	WTP SUPPLIES	WATER UTILITY	Water	83.48_
				TOTAL:	343.97
USDA Rural Development	8/31/24	USDA #3 Pmt (\$7,000,000)	WATER UTILITY	Water	12,099.67
	8/31/24	USDA #3 Pmt (\$7,000,000)	WATER UTILITY	Water	6,030.33
	8/31/24	USDA #3 (\$9,603,000)	WATER UTILITY	Water	16,152.03
	8/31/24	USDA #3 (\$9,603,000)	WATER UTILITY	Water	9,295.97
	8/31/24	USDA #6 Pmt (\$4,713,000)	WATER UTILITY	Water	7,595.51
	8/31/24	USDA #6 Pmt (\$4,713,000)	WATER UTILITY	Water	5,177.49
	8/31/24	USDA #4 Pmt	SEWER UTILITY FUND	Sewer	9,435.99
	8/31/24	USDA #4 Pmt	SEWER UTILITY FUND	Sewer	8,083.01
	8/31/24	USDA #1 Pmt	SEWER UTILITY FUND	Sewer	1,802.60
	8/31/24	USDA #1 Pmt	SEWER UTILITY FUND	Sewer	1,721.40
	8/31/24	USDA #5 Pmt (\$785,000)	SEWER UTILITY FUND	Sewer	1,330.08
	8/31/24	USDA #5 Pmt (\$785,000)	SEWER UTILITY FUND	Sewer	703.92
	8/31/24	USDA #5 Pmt (\$1,000,000)	SEWER UTILITY FUND	Sewer	1,580.51
	8/31/24	USDA #5 Pmt (\$1,000,000)	SEWER UTILITY FUND	Sewer	1,199.49
	8/31/24	USDA #5 Pmt (\$9,880,000)	SEWER UTILITY FUND	Sewer	15,616.06
	8/31/24	USDA #5 Pmt (\$9,880,000)	SEWER UTILITY FUND	Sewer	11,850.94
	8/31/24	USDA #2 Pmt	STORM WATER UTILIT	STORM WATER UTILITY	2,493.22
	8/31/24	USDA #2 Pmt	STORM WATER UTILIT	STORM WATER UTILITY	2,461.78_
				TOTAL:	114,630.00
Verizon Wireless	9/05/24	EMERGENCY ALARM 7/26-8/26	GENERAL FUND	Police Department	7.02
	9/05/24	IPAD DATA	GENERAL FUND	Fire Department	80.02
	8/29/24	GATEWAY SD 7/16-8/15	WATER UTILITY	Water	40.02
	8/29/24	GATEWAY SD 7/16-8/15	SEWER UTILITY FUND	Sewer	40.02_
				TOTAL:	167.08
Vestis	8/29/24	RENTAL JULY 2024	GENERAL FUND	Parks	34.20
	8/29/24	RENTAL JULY 2024	GENERAL FUND	Finance	67.54

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/29/24	RENTAL JULY 2024	ROAD USE TAX	Road Use Tax	34.20
	8/29/24	RENTAL JULY 2024	WATER UTILITY	Water	34.20
	8/29/24	RENTAL JULY 2024	SEWER UTILITY FUND	Sewer	34.20_
				TOTAL:	204.34
Visa	8/30/24	MICROSOFT SRVC	GENERAL FUND	Police Department	354.45
	8/30/24	MENARDS- SURGE PROTECTOR	GENERAL FUND	Police Department	58.20
	8/30/24	AUTO ADDICTION- TINT	GENERAL FUND	Police Department	220.21
	8/30/24	VERIZON- CELL SRV	GENERAL FUND	Police Department	508.71
	8/30/24	WIRETAPE- PHONE SRVC	GENERAL FUND	Police Department	43.05
	8/30/24	FAMILY DOLLAR- WIPES	GENERAL FUND	Police Department	6.10
	8/30/24	BROWNELLS- TRAINNG DEVICES	GENERAL FUND	Police Department	312.88
	8/30/24	BROWNELLS- TRAINNG DEVICES	GENERAL FUND	Police Department	219.99
	8/30/24	PALMETTO	GENERAL FUND	Police Department	315.98
	8/30/24	AMAZON- LIFEJACKETS & CORD	GENERAL FUND	Fire Department	270.00
	8/30/24	DAY STAR: GAS ALERT	GENERAL FUND	Fire Department	1,815.61
	8/30/24	BACKGROUND CHECK	GENERAL FUND	Fire Department	15.00
	8/30/24	MICROSOFT SRVC	GENERAL FUND	Fire Department	6.00
	8/30/24	MICROSOFT SRVC	GENERAL FUND	Library	145.01
	8/30/24	IA SEC OF STATE- NOTARY	GENERAL FUND	Library	30.00
	8/30/24	SCHEDULEBASE-	GENERAL FUND	Library	10.00
	8/30/24	USPS- ILL POSTAGE	GENERAL FUND	Library	17.60
	8/30/24	ESTY-PROGRAMMING SUPPLIES	GENERAL FUND	Library	2.42
	8/30/24	AMAZON- PROGRAMING SUPPLIE	GENERAL FUND	Library	25.50
	8/30/24	AMAZON- BOARD GAMES	GENERAL FUND	Library	147.39
	8/30/24	PLAYAWAY-WONDERBOOK CHRG	GENERAL FUND	Library	59.99
	8/30/24	DOMINOES- PIZZA FOR BOOK S	GENERAL FUND	Library	70.07
	8/30/24	AMAZON- PROGRAMMING SUPPLI	GENERAL FUND	Library	111.51
	8/30/24	DELTA- AIR FARE	GENERAL FUND	Parks	500.00
	8/30/24	SATELLITE CENTER- INTERNET	GENERAL FUND	Parks	400.00
	8/30/24	MICROSOFT SRVC	GENERAL FUND	Parks	18.00
	8/30/24	DEERY BROTHERS- 2017 ESCAP	GENERAL FUND	Cemetery	131.59
	8/30/24	HYVEE- CONCESSION SUPPLIES	GENERAL FUND	Pool	248.59
	8/30/24	TEE PUBLIC- LIFE GUARD SHIR	GENERAL FUND	Pool	122.71
	8/30/24	LIFEGUARD STORE- ROPE	GENERAL FUND	Pool	64.80
	8/30/24	SATELLITE CENTER- INTERNET	GENERAL FUND	Pool	99.99
	8/30/24	DELTA- AIR FARE	GENERAL FUND	Recreation	853.90
	8/30/24	DEERY BROTHERS- 2017 ESCAP	GENERAL FUND	Recreation	108.42
	8/30/24	IPRA- FALL REG	GENERAL FUND	Recreation	350.00
	8/30/24	IPRA- FALL REG	GENERAL FUND	Recreation	360.00
	8/30/24	MICROSOFT SRVC	GENERAL FUND	Recreation	33.81
	8/30/24	WIRETAPE- PHONE SRVC	GENERAL FUND	Finance	130.78
	8/30/24	BACKGROUND CHECK	GENERAL FUND	Finance	90.00
	8/30/24	MICROSOFT SRVC	GENERAL FUND	Finance	158.10
	8/30/24	DES MOINES DIGITAL COPY	GENERAL FUND	Finance	16.04
	8/30/24	LIFE SAFETY- HARD HAT	GENERAL FUND	Zoning/Compliance/Perm	134.20
	8/30/24	PIZZA RANCH- LUNCH @ METG	GENERAL FUND	Zoning/Compliance/Perm	13.90
	8/30/24	MICROSOFT SRVC	GENERAL FUND	Zoning/Compliance/Perm	23.00
	8/30/24	DAUGHTRY- SICKLE BAR	ROAD USE TAX	Road Use Tax	290.00
	8/30/24	MICROSOFT SRVC	ROAD USE TAX	Road Use Tax	35.00
	8/30/24	MICROSOFT SRVC	WATER UTILITY	Water	52.00
	8/30/24	SIP- ALARM	SEWER UTILITY FUND	Sewer	32.36
	8/30/24	FAIRFIELD- HOTEL @ CONF	SEWER UTILITY FUND	Sewer	159.85
	8/30/24	IRWA- CONF REG	SEWER UTILITY FUND	Sewer	360.00
	8/30/24	FLEET FARM- WADERS	SEWER UTILITY FUND	Sewer	128.38
	8/30/24	SATELLITE CENTER- INTERNET	SEWER UTILITY FUND	Sewer	109.99

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/30/24	USPS- RETURN POSTAGE	SEWER UTILITY FUND	Sewer	5.95
	8/30/24	MICROSOFT SRVC	SEWER UTILITY FUND	Sewer	35.00
	8/30/24	NAPA- STORM WTR	STORM WATER UTILIT	STORM WATER UTILITY	101.65_
				TOTAL:	9,933.68
Voss Signs LLC	8/29/24	NO PARKING SIGNS	GENERAL FUND	Police Department	524.00_
				TOTAL:	524.00
Waste Solutions of IA	8/29/24	PORT A POTS @ KF	GENERAL FUND	Recreation	146.00_
				TOTAL:	146.00
Waukee Power Equipment	8/29/24	CHAIN & OIL	GENERAL FUND	Cemetery	87.38
	8/29/24	CHAIN & OIL	GENERAL FUND	Cemetery	49.44
	9/10/24	CHAINSAW PARTS	ROAD USE TAX	Road Use Tax	85.08_
				TOTAL:	221.90
Webspec Design	9/05/24	SEPT 2024 WEBHOSTING	GENERAL FUND	Finance	71.66
	9/05/24	SEPT 2024 WEBHOSTING	WATER UTILITY	Water	71.67
	9/05/24	SEPT 2024 WEBHOSTING	SEWER UTILITY FUND	Sewer	71.67_
				TOTAL:	215.00
Wellmark/BCBS of Iowa	8/20/24	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	2,641.77
	9/05/24	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	2,641.77
	8/20/24	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	387.23
	9/05/24	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	387.23
	8/29/24	SEPT 24 PREMIUMS	TRUST AND AGENCY	General Government	26,868.24
	8/20/24	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	432.56
	9/05/24	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	432.56
	8/29/24	SEPT 24 PREMIUMS	WATER UTILITY	Water	4,357.01
	8/20/24	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	500.39
	9/05/24	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	500.39
	8/29/24	SEPT 24 PREMIUMS	SEWER UTILITY FUND	Sewer	4,720.10
	8/20/24	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	43.91
	9/05/24	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	43.91
	8/29/24	SEPT 24 PREMIUMS	STORM WATER UTILIT	STORM WATER UTILITY	363.08_
				TOTAL:	44,320.15
Wex Bank	9/05/24	AUG 2024 FUEL	GENERAL FUND	Police Department	2,457.10
	9/05/24	AUG 2024 FUEL	GENERAL FUND	Fire Department	207.55
	9/05/24	AUG 2024 FUEL	GENERAL FUND	Parks	149.05
	9/05/24	AUG 2024 FUEL	ROAD USE TAX	Road Use Tax	68.09_
				TOTAL:	2,881.79
**PAYROLL EXPENSES	8/15/2024 - 9/10/2024		GENERAL FUND	Police Department	72,923.44
			GENERAL FUND	Library	26,542.30
			GENERAL FUND	Parks	14,358.43
			GENERAL FUND	Cemetery	4,274.90
			GENERAL FUND	Pool	20,004.73
			GENERAL FUND	Recreation	10,786.47
			GENERAL FUND	Finance	6,438.47

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
**PAYROLL EXPENSES			GENERAL FUND	Zoning/Compliance/Perm	4,031.50
			ROAD USE TAX	Road Use Tax	21,233.75
			WATER UTILITY	Water	29,363.81
			SEWER UTILITY FUND	Sewer	32,177.28
			STORM WATER UTILIT	STORM WATER UTILITY	2,168.52_
				TOTAL:	244,303.60

===== FUND TOTALS =====

001	GENERAL FUND	483,212.00
110	ROAD USE TAX	57,926.02
112	TRUST AND AGENCY	57,937.04
333	NEW WASTEWTR TRTMNT PLNT	750.00
338	WATER UTIL IMPROV P2	145,688.15
342	N 15TH ST BRIDGE REPLACE	198,702.91
343	CIRTPA TRAILS	467,274.67
346	CHANNEL STABILIZATION	17,215.00
600	WATER UTILITY	203,378.11
610	SEWER UTILITY FUND	195,048.28
615	STORM WATER UTILITY	13,345.69
670	GARBAGE/RECYCLING UTILITY	7,194.50
----- GRAND TOTAL: -----		1,847,672.37

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-ADEL
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 8/15/2024 THRU 9/10/2024
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 8/15/2024 THRU 9/10/2024

PRINT OPTIONS

PRINT DATE: Item Date
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES



MOBILE FOOD UNIT CONSENT FORM

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

Snappy's Stick Fire BBQ
Mobile Food Unit Business Name

Property Owner Name:	City of Adel
Property Owner Phone Number:	515-993-4525
Property Owner Email:	cerickson@adeliowa.org
Property Owner Address (where Mobile Food Unit listed above will be in operation):	Kinnick Feller Park – 483 N. 10 th Street, Adel

Property Owner's Signature

Date

CEMETERY SIGN REPLACEMENT AGREEMENT

THIS CEMETERY SIGN REPLACEMENT AGREEMENT (the "Agreement") is made by and between the City of Adel, Iowa, an Iowa municipal corporation ("City"), and Summers' Enterprise, Inc., an Iowa corporation ("Summers"). The City and Summers are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, the City maintains a municipal cemetery within its corporate limits known as the Oakdale Cemetery ("Cemetery"); and

WHEREAS, the Cemetery is identified by a permanent sign approximately located at the northwest corner of Kinnick-Fellar Park ("Sign"); and

WHEREAS, in June 2024, an employee of Summers unintentionally knocked down the Sign while working on the City's 15th Street Bridge Project, thus requiring the Sign's complete replacement, and Summers has agreed to reimburse the City for the cost of replacing the Sign; and

WHEREAS, the Parties wish to memorialize and reduce to writing their understandings and obligations in this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Cemetery Sign Replacement. The City has sought and received bids to procure the necessary materials and perform the necessary work to replace the Cemetery's Sign. The City will select the lowest, responsible responsive bidder to complete the proposed replacement project. The Cemetery's new Sign will be substantially similar to the original Sign.
2. Replacement Cost. The cost of the City's replacement of the Cemetery Sign is expected to be Ten Thousand Three Hundred Seventy-Five Dollars and No Cents (\$10,375.00) ("Replacement Cost"). The Replacement Cost may be modified by mutual agreement of the City and the selected bidder, pursuant to their contract. The Parties agree that any modification of the Replacement Cost between the City and the selected bidder subsequent to the execution of this Agreement shall also result in a modification to the Replacement Cost of the Cemetery Sign under this Agreement. The City shall notify Summers in writing of any updated Replacement Cost subsequent to the execution of this Agreement.
3. Responsibility for Replacement Cost. Summers hereby agrees to pay the City the entire Replacement Cost for the Cemetery's Sign. Summers shall remit its payment via check made payable to "City of Adel, Iowa" by personal delivery, registered or certified mail return receipt requested, or by an overnight courier service to the City's address provided in Section 11(a)(ii).

4. Payment Due. Summers hereby agrees to issue its payment for the entire Replacement Cost to the City within 10 business days of its receipt of the City's request to Summers for payment, which shall include a copy of the City's payable invoice from its third-party contractor. The City's request for payment shall be sent by either e-mail with relevant attachments or certified mail return receipt requested, or both.
5. Summers Guarantee. By signing this Agreement, Summers hereby guarantees to the City performance by Summers of all the terms and provisions of this Agreement pertaining to Summers obligations with respect to the replacement of the Cemetery Sign. Without limiting the generality of the foregoing, Summers guarantees that Summers shall pay all costs of constructing and replacing the Cemetery's Sign when due.
6. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty, or covenant made by such Party hereunder, or (ii) negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.
7. Events of Default. Failure by Summers to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall be an "Event of Default" under this Agreement. Whenever any Event of Default occurs and is continuing, the City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Summers' under this Agreement, after giving ten (10) days' written notice to Summers of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said ten (10) days, or if the Event of Default cannot reasonably be cured within ten (10) days and Summers does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such

right and power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

8. Miscellaneous.

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

i. In the case of Summers, is addressed or delivered personally to:

Attn: Todd Summers
Summers' Enterprise, Inc.
1776 Buchanan-Delaware Avenue
Masonville, Iowa 50654

and

ii. In the case of the City, is addressed to or delivered personally to:

Attn: City Clerk
City of Adel City Hall
301 S. 10th Street
Adel, Iowa 50003

b. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the Parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all Parties hereto. Any titles of the several parts, paragraph, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

- d. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- e. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
- f. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN APPROVED AND EXECUTED BY THE PARTIES ON THE DATES LISTED BELOW.

[remainder of page intentionally left blank; signature pages follow]

CITY OF ADEL, IOWA:

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

SUMMERS' ENTERPRISE, INC.

By: Angela Summers

Name: Angela Summers

Its: Secretary

Date: 9/3/24



City of Adel Special Event Permit Guidelines & Requirements

As an individual or organization requesting use of City of Adel public property or right-of-way in the conduct of a special event, you have basic responsibilities to fulfill in order to conduct your event with the approval of the City of Adel. However, receiving approval from the City of Adel does not preclude responsibility for any additional permits, approvals, or state and federal regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances. A non-refundable application fee must accompany the application. (see fee schedule on the application form)

The following general guidelines and responsibilities apply to activities such as parades, timed events, athletic events, street fairs, outdoor concerts, and / or rallies involving the use of public land.

1. If your event will be using any part of the Raccoon River Valley Trail, please fill out the application at www.dallascountyiowa.gov/conservation prior to applying with the City of Adel. You must provide proof of approval from the Dallas County Conservation Board before the City of Adel can accept your application.
2. Prior to receiving a permit, the applicant must comply with insurance provisions including providing certificate of insurance naming the City of Adel as an additional insured in the following amounts:
 - a. Public Liability Insurance for any one person not less than \$500,000
 - b. Public Liability Insurance for any one accident not less than \$1,000,000
 - c. Each policy and certificate shall list the City of Adel as an additional insured.
3. At the time of application, an Indemnification and Hold Harmless Agreement (prepared by the City of Adel) holding the City of Adel and its Boards, Commissions, Officers and Employees harmless must be executed by the applicant or an authorized representative.
4. The application must include a map of the specific area to be used or route of travel. The map must delineate the City property to be used (Streets/Sidewalks/Trails, etc.), start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet and liquor dispensing area(s), if any.
5. The applicant must comply with all federal, state, county, and city laws, ordinances and regulations including all regulations adopted and established by the City.
6. The applicant must assume extra costs associated with public safety and sanitation at the level of service recommended by the City of Adel. This includes street closures (barricades), number of toilets / kybos and trash receptacles, and the number and hours of police officers.
7. If alcoholic beverages are to be sold or if an entrance or admission is charged for an event at which alcoholic beverages will be served, a Liquor Permit and Dram Shop Insurance will be required. This permit, which is not included in the application fee for the Special Event, requires consideration and approval by the Adel City Council and by the State of Iowa. Contact the City

Clerk at 515-993-4525 with questions concerning liquor permits.

8. If the event is held in a secured area, allowance must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency.
9. The use of a tent of more than 200 square feet (enclosed) or canopy style (open on three sides) of more than 400 square feet will require the Adel Volunteer Fire & Rescue Department to review proof of fire retardancy from the manufacturer or supplier as well as the proposed location and intended use of the tent.
10. A building/electric permit will be required for construction, electric, or plumbing work necessitated by the event. The cost of the permit, issued by the Code Compliance Officer, is not included in the application fee for the Special Event.
11. If the event will utilize amplified sound, a sound permit will be needed. As indicated above, the cost of the permit, issued by the City Administrator/City Clerk is not included in the application fee for the Special Event.
12. Type III barricades are always required, with lights added after dark. The barricades must be sufficient so as to completely close the street or roadway but yet be easily and quickly removable solely for emergency vehicle access.
13. The following number of portable toilets/kybos is required in accordance with estimated event attendance:
 - For events with alcohol: 1 toilet/kybo for every 150 people
 - For events without alcohol: 1 toilet/kybo for every 250 people
14. The applicant must utilize police officers if recommended by the Adel Police Department. When alcohol is available at the event, the Chief of Police requires the applicant to have police officers present. Contact the Police Department at 515-993-6723 for details.
15. The applicant must propose a plan to address sanitation/garbage collection for the event and include the plan with their application.
16. A deposit of \$100.00 is required and will be refunded once the event area is fully cleaned up and all barricades, if used, are returned in satisfactory condition.
17. Applications must be submitted with the date requested at least 30 days prior to the event. If the application is received 14-30 days prior to the event, a non-refundable late fee of \$15 will be added. If the application is received less than 14 days prior to the event, a non-refundable late fee of \$30 will be added. Once all required documentation and signatures are received, only then will an application be considered for final approval. A representative is strongly recommended to be present at the council meeting when the application is being considered for approval by the City Council. City Council meetings are held the second Tuesday of the month.
18. The City Administrator or City Clerk is authorized to grant or deny permission for most special events unless arterial streets are closed, the event will go past 9:00 p.m. weekdays / 10:00 p.m. on weekends, or a request for a partial or full fee waiver has been submitted.



City of Adel Special Event Permit Application

Please complete this form and submit it to the City Clerk's Office, 301 South 10th Street, Adel, IA 50003
at least 30 days prior to the proposed event.

Event Name John's Baby Steps Date(s) of Event 10/5/2024

Sponsor / Contact Jessica D Gornke

Address 33107 W Trail Ridge Cr City Adel State IA Zip 50003

Day Phone _____ Cell Phone 515/314-9171

Email Address info@johnscharity.org

Type of Event:
Check all that apply

Time of Event:

- Parade: _____
- Athletic Event: _____
- Walk/Run: X
- Fair/Festival: _____
- Outdoor Concert: _____
- Other: _____

- Event Set-up: 5:30A
- Event Start: 8:00A
- Event End: 11:00A
- Event Cleanup: 11:30A

Event Description: *Please attach additional pages if necessary*

5K Route 1 Mile Memory Walk Route to remember Angel Babies & raise money to donate AED's to area schools help families coping & keepakes along w/ education & prevention of infant & young child loss. Includes Tot Trot, Kids Fun run & other kids activities

Please attach a map of the event layout that includes details like tent locations / kybos / sound/stage, etc.

Estimated Attendance: 150

Admission Registration Fees: Yes X No _____

Amount: \$25/\$30

Will alcohol be served or sold? Yes _____ No X

A liquor permit and Dram Shop Insurance are required for the sale of alcohol to the public during any event where an admission fee is charged. City Council approval is required for sale or service of alcohol. Certified police officers are required by the Chief of Police, at the applicant's expense, for all events requiring an alcohol license. Please contact the Chief of Police to confirm the number of certified police officers needed for your event at 515-993-6723.



City of Adel Special Event Permit Application

- ✓ Will you be using outdoor tents greater than 200 square feet? Yes _____ No X
- ✓ Will you be using an outdoor canopy greater than 400 square feet? Yes _____ No X
Location of the tent or canopy must be coordinated with the City Staff. If using a tent, permission must be granted before tent stakes are drilled or pounded into parking lots or grounds, and the applicant must pay for any repairs associated with the installation of the tent.
- ✓ Will you be using inflatable rides or devices: Yes X No _____ (weather permitting)
Location of the inflatable must be coordinated with City Staff.
- ✓ Will you need access to a water source? Yes _____ No X
If yes, what is the water to be used for?

*** Additional charges may apply. ***

- ✓ Will you be using live amplified sound? Yes _____ No X
If yes, a sound permit is required as noted in City Ordinance Chapter 43. The Sound Permit Form is included in the packet. Please complete and return with fees.
- ✓ Will you need access to electricity? Yes X No _____
If yes, please explain. Electricity is limited. Please be specific regarding equipment used and amperage needed. On site power may be insufficient to meet all electrical needs.
We use a small microphone to sing National Anthem & to kick off event in the white gazebo - not loud
- ✓ Will your event have fireworks or pyrotechnics? Yes _____ No X
If yes, explain the location and type of fireworks/pyrotechnics:

List competent Operator's name, phone, and email: _____

- ✓ Will you need temporary street closures? Yes X No _____ *****Additional fee of \$25 will apply*****
If yes, please list the requested street closures (i.e., Main St between 9th St and 10th St)
Just the entrance to Kinnick-Feller Park & coenep on 10th St. of between Kinnick-Feller Park & Bike Trail & @ Bike Trail & 14th St

- ✓ **Notification of Businesses and/or Residents**
If the event requires street closures, all businesses and residents must be notified of the street closures and directed to contact the City Clerk with any concerns or complaints. Please advise how you plan to notify (door-to-door, mailer/flyer, etc.) If using a mailer/flyer, please attach a copy for review.
Door-to-door w/ flyer, left in door if not home



City of Adel Special Event Permit Application

✓ **Sanitation:** Number of portable toilets / kybos provided: 0
 Garbage collection plans: we collect garbage and dispose of it

✓ **Is there any special set-up that you will need the City to provide?** Yes ___ No X
If yes, please explain in detail. Note: Any volunteers/event staff along a race route or road will be required to wear a high-visibility clothes on the outermost part of their clothing.
Barricades left @ corners on street crossings on 5K route, volunteers will set up & tear down morning of

SPECIAL EVENT PERMIT – FEE SCHEDULE	
NON-REFUNDABLE FEES:	
Special Event Permit Application Fee	\$75.00
Street Closure Fee	\$25.00
Late Fee (application received 14-30 days prior to event)	\$15.00
Late Fee (application received less than 14 days prior to event)	\$30.00
REFUNDABLE FEES:	
Refundable Deposit (<i>separate payment</i>)	\$100.00
TOTAL NON-REFUNDABLE FEES DUE:	
TOTAL REFUNDABLE FEES DUE:	
<i>Please make check payable to the City of Adel</i>	

w/ waived non-profit

*** Fees for all City, Chamber, ADM School, and Dallas County events will be waived.
 However, the late fee charges will still apply ***

Request for Fee Waiver

The below criteria must be met in order to be considered for a fee waiver. Only City Council can approve a partial or full fee waiver. **NOTE: Late fee charges will still apply.**

Criteria

- ✓ The event is sponsored by a non-profit agency or organization.
- ✓ Proceeds from the event will benefit a local charity, non-profit organization, fundraisers/benefits for local resident/families, or civic organizations.
(Local = within ADM School District area)

To request a fee waiver, a **written request** must be received with the following information

- Requesting a partial or full fee waiver. If requesting a partial fee waiver, please advise how much you are requesting to be waived.
- The reason for requesting a partial or full fee waiver.



City of Adel Hold Harmless Agreement

WHEREAS, the City of Adel, Iowa (City) owns certain real property and public right-of-way which are under the direction and control of the Adel City Council.

WHEREAS, (the "Organization") desires to use and occupy certain property containing the facilities and grounds at, Kinnick-Feller Park (Location)

WHEREAS, the City is willing to grant to the Organization the right to use and occupy the location provided the City, its officers, employees and agents, (collectively called "City") are held harmless.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City and the Organization agree as follows:

1. The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the 5TH day of October, 2024 and ending on the 5TH day of October, 2024 for the purpose of the Organization activities.
2. To the extent permitted by law, the Organization shall defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omission, negligence, or willful misconduct on the part of the Organization, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the City for all legal fees, expenses, and cost incurred by it.
3. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Iowa law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Iowa law.
4. This Agreement shall be governed exclusively by the laws of Iowa, without regard to conflict of law provisions.
5. Any lawsuit or legal proceedings arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in federal and state courts of Iowa. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives that right to challenge this jurisdiction and/or venue as improper.

or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Dated this 15th day of August, 2024

By _____
City Clerk

By [Signature]
Organization Representative



Contact Information



Contact Information

NAME/BUSINESS	EMAIL ADDRESS	PHONE NUMBER
CITY OF ADEL CONTACTS		
1 ST Point of Contact – Chamber/Bike Committee	chamber@adelpartners.org	515-993-5472
Adel City Hall – Carrie Erickson, City Clerk	cerickson@adeliowa.org	515-993-4525
Adel Police Department – Wade Book, Chief	adelpolice@adeliowa.org	515-993-6723
Adel Fire Department – Braden Nemechek, Chief	bnemechek@adeliowa.org	515-993-6723
Mayor – Jim Peters	jpeters@adeliowa.org	515-993-4436
DALLAS COUNTY CONTACTS		
1 ST Point of Contact – Curt Cable, Dallas Co. Conservation	Curt.Cable@dallascountyiowa.gov	515-465-3577
Dallas County Sheriff Office – Adam Infante, Sheriff		515-993-4567
Dallas County EMS – Mike Thomason		515-229-4409
Dallas County Road Department – Al Miller		515-993-4289

RESOLUTION NO. 24-50

**RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN
CONNECTION WITH A SPECIAL EVENT KNOWN AS
JOHN'S BABY STEPS**

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

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

WHEREAS, the John D Gomke Charity has requested closure of the following streets and parking spaces for the date(s) & time(s) listed below, in conjunction with the special event known as John's Baby Steps.

Saturday, October 5, 2024 5:30 a.m. – Saturday, October 5, 2024 11:30 a.m.
Entrance to Kinnick-Feller Park
10th Street between Kinnick-Feller Park and Raccoon River Trail
14th Street and Raccoon River Trail

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

Dated this date: _____

James F. Peters, Mayor

ATTEST:

Carrie Erickson, City Clerk

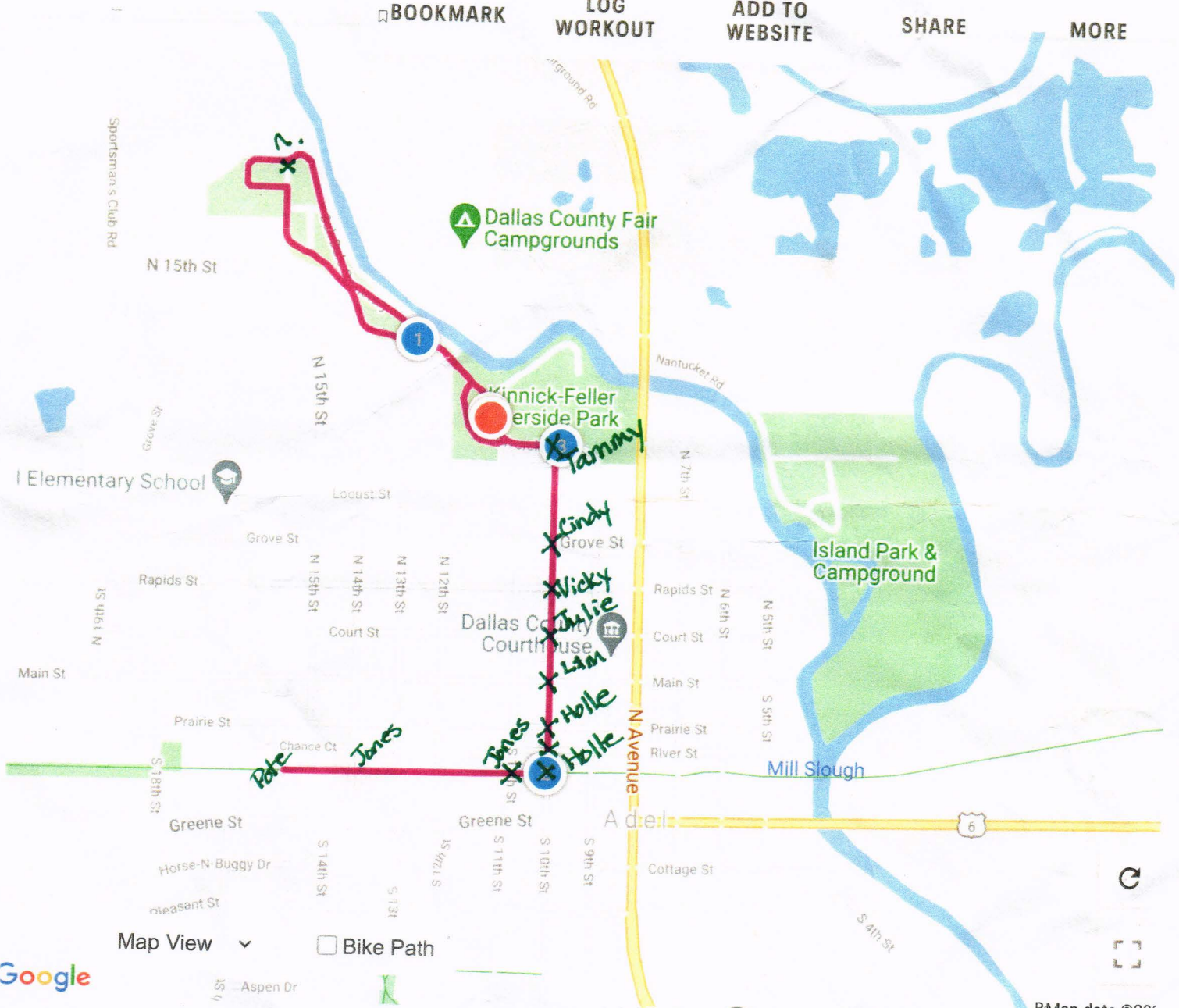


Jessica Gomke | Friends

RUN 3.11 MI 72 FT

JOHN'S BABY STEPS 5K

BOOKMARK LOG WORKOUT ADD TO WEBSITE SHARE MORE



Map View Bike Path

ELEVATION (FT)

START	MAX	GAIN
896 ft	931 ft	72 ft

<https://www.mapmyrun.com/routes/view/4583969902>

RESOLUTION NO. 24-51

RESOLUTION SUPPORTING THE REFERENDUM TO INCREASE BOARD MEMBERSHIP OF THE DALLAS COUNTY BOARD OF SUPERVISORS

WHEREAS, the City of Adel, Dallas County, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS, the Dallas County Board of Supervisors currently consists of three (3) elected members; and

WHEREAS, Dallas County is the fastest growing county in the State of Iowa and is among the fastest growing counties within the United States; and

WHEREAS, following the receipt of a petition of over 5,000 signatures from Dallas County residents, the County has placed a referendum vote on the November 5, 2024 ballot to increase the membership of the Dallas County Board of Supervisors to five (5) elected members; and

WHEREAS, considering the continuing growth of Dallas County and to provide representation commensurate with the number of Dallas County residents to be served, the Adel City Council supports the November 5, 2024 ballot measure to increase the Board membership to five members.

NOW, THEREFORE, be it resolved by the City Council of Adel, Iowa that it supports the November 5, 2024 ballot measure to increase the membership of the Dallas County Board of Supervisors from three (3) to five (5) members.

PASSED AND APPROVED this 10th day of September, 2024.

CITY OF ADEL, IOWA

By: _____
James F. Peters, Mayor

ATTEST:

By: _____
Carrie Erickson, City Clerk



McClure Engineering Co.

Detailed Payment

25-0035-604

Description TAP-U-0035(604)--8I-25, Letting Date- March 19, 2024
 In the City of Adel, a Rec Trail along Penoach St., S. 12th St., and south of Lynne Dr
 MEC#: 2022000190-000

Payment Number 4

Pay Period 07/30/2024 to 09/02/2024

Prime Contractor ELDER CORPORATION
 5088 EAST UNIVERSITY
 DES MOINES, IA 50327-7098

Payment Status Pending

Awarded Project Amount \$1,124,000.00

Authorized Amount \$1,126,958.00

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - TAP-U-0035(604)--8I-25, Trail Items										
0010	2101-0850001	ACRE	\$38,500.000	0.230	0.000	0.184	0.184	0.184	\$0.00	\$7,084.00
CLEARING AND GRUBBING										
0020	2102-2710070	CY	\$7.750	2,477.000	0.000	1,952.000	1,952.000	1,952.000	\$0.00	\$15,128.00
EXCAVATION, CLASS 10, ROADWAY AND BORROW										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2102-2710090	CY	\$32.000	806.000	0.000	640.500	640.500	640.500	\$0.00	\$20,496.00
EXCAVATION, CLASS 10, WASTE										
0040	2105-8425015	CY	\$15.000	1,532.000	0.000	766.000	766.000	766.000	\$0.00	\$11,490.00
TOPSOIL, STRIP, SALVAGE AND SPREAD										
0050	2123-7450020	STA	\$380.000	96.000	2.500	72.500	75.000	75.000	\$950.00	\$28,500.00
SHOULDER FINISHING, EARTH										
0060	2315-8275025	TON	\$60.000	44.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SURFACING, DRIVEWAY, CLASS A CRUSHED STONE										
0070	2401-6750001	LS	\$840.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$840.00
REMOVALS, AS PER PLAN										
0080	2416-0100024	EACH	\$2,300.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,300.00
APRONS, CONCRETE, 24 IN. DIA.										
0090	2431-0000100	SF	\$90.000	1,467.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SEGMENTAL BLOCK RETAINING WALL										
0100	2435-0251224	EACH	\$2,300.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,300.00
INTAKE, SW-512, 24 IN.										
0110	2435-0600010	EACH	\$1,600.000	4.000	0.000	2.000	2.000	2.000	\$0.00	\$3,200.00
MANHOLE ADJUSTMENT, MINOR										
0120	2435-0700010	EACH	\$1,200.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$2,400.00
CONNECTION TO EXISTING MANHOLE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	2503-0110015	LF	\$164.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, 15 IN.										
0140	2503-0110024	LF	\$154.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, 24 IN.										
0150	2504-0200404	LF	\$141.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0160	2511-0302500	SY	\$49.500	4,965.800	184.700	4,399.700	4,584.400	4,584.400	\$9,142.65	\$226,927.80
RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.										
0170	2511-0302600	SY	\$55.000	31.800	0.000	21.700	21.700	21.700	\$0.00	\$1,193.50
RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.										
0180	2511-0310100	STA	\$340.000	48.000	0.000	37.000	37.000	37.000	\$0.00	\$12,580.00
SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL										
0190	2511-6745900	SY	\$8.750	318.000	0.000	203.100	203.100	203.100	\$0.00	\$1,777.13
REMOVAL OF SIDEWALK										
0200	2511-7526004	SY	\$52.000	158.000	60.980	84.620	145.600	145.600	\$3,170.96	\$7,571.20
SIDEWALK, P.C. CONCRETE, 4 IN.										
0210	2511-7526006	SY	\$89.000	104.500	74.100	19.200	93.300	93.300	\$6,594.90	\$8,303.70
SIDEWALK, P.C. CONCRETE, 6 IN.										
0220	2511-7528101	SF	\$51.000	217.000	148.000	61.000	209.000	209.000	\$7,548.00	\$10,659.00
DETECTABLE WARNINGS										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0230	2514-0000200	STA	\$3,100.000	0.650	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF CURB										
0240	2515-2475006	SY	\$85.250	173.500	0.000	103.900	103.900	103.900	\$0.00	\$8,857.48
DRIVEWAY, P.C. CONCRETE, 6 IN.										
0250	2515-6745600	SY	\$16.500	175.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF PAVED DRIVEWAY										
0260	2516-8625000	CY	\$1,210.000	7.500	0.000	7.500	7.500	7.500	\$0.00	\$9,075.00
COMBINED CONCRETE SIDEWALK AND RETAINING WALL										
0270	2519-1002048	LF	\$54.000	77.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FENCE, CHAIN LINK, 48 IN. HEIGHT										
0280	2519-4200120	LF	\$5.000	77.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF FENCE, CHAIN LINK										
0290	2524-6765010	EACH	\$550.000	2.000	0.000	0.500	0.500	0.500	\$0.00	\$275.00
REMOVE AND REINSTALL SIGN AS PER PLAN										
0300	2524-9276010	LF	\$35.000	232.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POSTS										
0310	2524-9325001	SF	\$35.000	115.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TYPE A SIGNS, SHEET ALUMINUM										
0320	2527-9263109	STA	\$450.000	34.200	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0330	2528-8445110	LS	\$11,200.000	1.000	0.500	0.250	0.750	0.750	\$5,600.00	\$8,400.00
TRAFFIC CONTROL										
0335	2529-2242304	EACH	\$105.000	9.000	0.000	8.000	8.000	8.000	\$0.00	\$840.00
CD JOINT ASSEMBLY										
0340	2529-5070110	SY	\$111.000	103.000	107.250	0.000	107.250	107.250	\$11,904.75	\$11,904.75
PATCHES, FULL-DEPTH FINISH, BY AREA										
0350	2529-5070120	EACH	\$476.000	3.000	2.000	2.000	4.000	4.000	\$952.00	\$1,904.00
PATCHES, FULL-DEPTH FINISH, BY COUNT										
0360	2533-4980005	LS	\$106,277.830	1.000	0.000	1.000	1.000	1.000	\$0.00	\$106,277.83
MOBILIZATION										
0370	2554-0210201	EACH	\$6,400.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FIRE HYDRANT ASSEMBLY, WM-201										
0380	2554-0210205	EACH	\$640.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FIRE HYDRANT ASSEMBLY REMOVAL										
0390	2601-2634105	ACRE	\$4,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING, BONDED FIBER MATRIX										
0400	2601-2636015	ACRE	\$2,000.000	0.030	0.000	0.000	0.000	0.000	\$0.00	\$0.00
NATIVE GRASS SEEDING										
0410	2601-2636070	ACRE	\$1,450.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HYDRAULIC SEEDING: (URBAN)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0420	2601-2638352	SQ	\$15.000	12.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SLOPE PROTECTION, WOOD EXCELSIOR MAT										
0430	2601-2639010	SQ	\$65.000	303.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SODDING										
0440	2601-2642120	ACRE	\$850.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)										
0450	2601-2643110	MGAL	\$75.000	181.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION										
0460	2602-0000020	LF	\$1.600	4,932.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SILT FENCE										
0470	2602-0000071	LF	\$0.010	4,932.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS										
0480	2602-0000101	LF	\$0.010	4,932.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK										
0490	2602-0000150	LF	\$25.210	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STABILIZED CONSTRUCTION ENTRANCE, EC-303										
0500	2602-0000309	LF	\$1.950	2,632.000	0.000	4,775.000	4,775.000	4,775.000	\$0.00	\$9,311.25
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.										
0510	2602-0000351	LF	\$0.100	2,632.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0520	2602-0010010	EACH	\$600.000	1.000	0.000	4.000	4.000	4.000	\$0.00	\$2,400.00
MOBILIZATIONS, EROSION CONTROL										
0530	2602-0010020	EACH	\$1,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATIONS, EMERGENCY EROSION CONTROL										
8001	2435-0600020	EACH	\$4,558.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,558.00
MANHOLE ADJUSTMENT, MAJOR										
8002	2599-9999009	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('LINEAR FEET' ITEM): 6in HDPE Pipe										
Section Totals:									\$45,863.26	\$526,553.64
Section: 0002 - TAP-U-0035(604)--8I-25, 80'-0 x 14'-0 Steel Truss Pedestrian Bridge										
0540	2402-2720000	CY	\$33.000	65.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CLASS 20										
0550	2403-0100010	CY	\$1,150.000	42.100	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STRUCTURAL CONCRETE (BRIDGE)										
0560	2404-7775005	LB	\$2.000	5,744.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REINFORCING STEEL, EPOXY COATED										
0570	2414-6445100	LF	\$650.000	42.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STRUCTURAL STEEL PEDESTRIAN HAND RAILING										
0580	2429-0000100	EACH	\$160,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE,: 80'-0 x 14'-0										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0590	2501-0201057	LF	\$55.000	725.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PILES, STEEL, HP 10 X 57										
0600	2507-2638650	SY	\$150.000	19.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BRIDGE WING ARMORING - EROSION STONE										
0610	2507-3250005	SY	\$6.000	162.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ENGINEERING FABRIC										
0620	2507-6800061	TON	\$69.000	123.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REVTMENT, CLASS E										
Section Totals:									\$0.00	\$0.00
Total Payments:									\$45,863.26	\$526,553.64

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 06/03/2024, Liquidated Damage Rate - 1,000	75.0 Days	75.0 Days	8.0 Days	\$0.00	36.0 Days	39.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$45,863.26
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$1,375.90
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$44,487.36
Previous Payment:	\$332,738.78

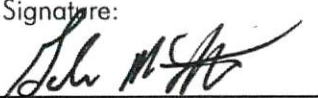

Approved Work To Date:	\$526,553.64
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$15,796.61
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$510,757.03
Previous Payments To Date:	\$466,269.67

Funding Details

25-0035-604-CAT-1 25-0035-604-CAT-1 25-0035-604:	\$45,863.26
25-0035-604-CAT-2 25-0035-604-CAT-2 25-0035-604:	\$0.00
25-0035-604-CAT-3 NON-PARTICIPATING:	\$0.00
Current Payment:	\$45,863.26

25-0035-604-CAT-1 25-0035-604-CAT-1 25-0035-604 To Date:	\$526,553.64
25-0035-604-CAT-2 25-0035-604-CAT-2 25-0035-604 To Date:	\$0.00
25-0035-604-CAT-3 NON-PARTICIPATING To Date:	\$0.00
Payments To Date:	\$526,553.64

Contractor's Application for Payment

Owner: <u>City of Adel, IA</u> Engineer: <u>McClure Engineering Co. - Clive, IA</u> Contractor: <u>The Northway Corporation - Waukee, IA</u> Project: <u>Water Utility Improvements</u> Contract: <u>New Well No. 7</u>	Owner's Project No.: <u>-</u> Engineer's Project No.: <u>2022001273-000</u> Contractor's Project No.: <u>-</u>																										
Application No.: <u>3 (Three)</u> Application Period: From <u>7/13/2024</u> to <u>8/30/2024</u> Application Date: <u>9/3/2024</u>																											
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	<table style="width:100%; border-collapse: collapse;"> <tr><td>1. Original Contract Price</td><td style="text-align: right;">\$ 469,885.50</td></tr> <tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 114,525.75</td></tr> <tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 584,411.25</td></tr> <tr><td>4. Total Work Completed and Materials Stored to Date (Column J Unit Price Total)</td><td style="text-align: right;">\$ 387,834.22</td></tr> <tr><td>5. Retainage</td><td></td></tr> <tr><td> a. 5% X \$ 387,834.22 Work Completed</td><td style="text-align: right;">\$ 19,391.71</td></tr> <tr><td> b. 5% X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr> <tr><td> c. Less Early Release of Retainage</td><td style="text-align: right;">\$ -</td></tr> <tr><td> d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)</td><td style="text-align: right;">\$ 19,391.71</td></tr> <tr><td>6. Amount Eligible to Date (Line 4 - Line 5.d)</td><td style="text-align: right;">\$ 368,442.51</td></tr> <tr><td>7. Less Previous Payments (Line 6 from Prior Application)</td><td style="text-align: right;">\$ 294,443.48</td></tr> <tr style="background-color: yellow;"><td>8. Amount Due This Application</td><td style="text-align: right;">\$ 73,999.03</td></tr> <tr><td>9. Balance to Finish, Including Retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$ 196,577.03</td></tr> </table>	1. Original Contract Price	\$ 469,885.50	2. Net change by Change Orders	\$ 114,525.75	3. Current Contract Price (Line 1 + Line 2)	\$ 584,411.25	4. Total Work Completed and Materials Stored to Date (Column J Unit Price Total)	\$ 387,834.22	5. Retainage		a. 5% X \$ 387,834.22 Work Completed	\$ 19,391.71	b. 5% X \$ - Stored Materials	\$ -	c. Less Early Release of Retainage	\$ -	d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)	\$ 19,391.71	6. Amount Eligible to Date (Line 4 - Line 5.d)	\$ 368,442.51	7. Less Previous Payments (Line 6 from Prior Application)	\$ 294,443.48	8. Amount Due This Application	\$ 73,999.03	9. Balance to Finish, Including Retainage (Line 3 - Line 4)	\$ 196,577.03
1. Original Contract Price	\$ 469,885.50																										
2. Net change by Change Orders	\$ 114,525.75																										
3. Current Contract Price (Line 1 + Line 2)	\$ 584,411.25																										
4. Total Work Completed and Materials Stored to Date (Column J Unit Price Total)	\$ 387,834.22																										
5. Retainage																											
a. 5% X \$ 387,834.22 Work Completed	\$ 19,391.71																										
b. 5% X \$ - Stored Materials	\$ -																										
c. Less Early Release of Retainage	\$ -																										
d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)	\$ 19,391.71																										
6. Amount Eligible to Date (Line 4 - Line 5.d)	\$ 368,442.51																										
7. Less Previous Payments (Line 6 from Prior Application)	\$ 294,443.48																										
8. Amount Due This Application	\$ 73,999.03																										
9. Balance to Finish, Including Retainage (Line 3 - Line 4)	\$ 196,577.03																										
Contractor: <u>The Northway Corporation</u> Signature:  Date: <u>9/5/2024</u>	Recommended by Engineer - McClure Engineering Company By:  Title: <u>Proj Engr</u> Date: <u>9/05/2024</u> Approved by Owner - City of Adel, IA By: _____ Title: _____ Date: _____ Approved by Funding Agency By: _____ Title: _____ Date: _____																										

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Adel, IA
 Engineer: McClure Engineering Co. - Clive, IA
 Contractor: The Northway Corporation - Waukee, IA
 Project: Water Utility Improvements
 Contract: New Well No. 7

Owner's Project No.: -
 Engineer's Project No.: 2022001273-000
 Contractor's Project No.: -

Application No.: 3 (Three) Application Period: From 07/13/24 to 08/30/24 Application Date: 09/03/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract - Base Bid - Well No. 7											
1	MOBILIZATION	1.00	LS	35,500.00	35,500.00	1.00	35,500.00		35,500.00	100%	-
2	BONDS & INSURANCE	1.00	LS	3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-
3	48 IN. DRILL HOLE	44.50	VF	725.00	32,262.50	43.50	31,537.50		31,537.50	98%	725.00
4	CLEARING & GRUBBING	0.10	AC	17,250.00	1,725.00	0.10	1,725.00		1,725.00	100%	-
5	16 IN. CASING PIPE	34.00	VF	182.00	6,188.00	34.00	6,188.00		6,188.00	100%	-
6	16 IN. WELL SCREEN	17.50	VF	460.00	8,050.00	17.50	8,050.00		8,050.00	100%	-
7	GRAVEL PACK	17.50	VF	250.00	4,375.00	17.50	4,375.00		4,375.00	100%	-
8	GROUT SETUP & REMOVAL	1.00	LS	2,750.00	2,750.00	1.00	2,750.00		2,750.00	100%	-
9	CEMENT GROUT	32.00	VF	500.00	16,000.00	16.00	8,000.00		8,000.00	50%	8,000.00
10	WELL DEVELOPMENT WASTE REMOVAL	1.00	LS	1,750.00	1,750.00	1.00	1,750.00		1,750.00	100%	-
11	TEST PUMP SETUP 7 REMOVAL	1.00	LS	3,000.00	3,000.00	1.00	3,000.00		3,000.00	100%	-
12	TEST PUMPING	24.00	HR	375.00	9,000.00	24.00	9,000.00		9,000.00	100%	-
13	WATER SAMPLES	1.00	LS	5,750.00	5,750.00	1.00	5,750.00		5,750.00	100%	-
14	WELL DISINFECTION	1.00	LS	1,750.00	1,750.00	-	-		-	0%	1,750.00
15	PITLESS UNIT	1.00	LS	53,630.00	53,630.00	1.00	53,630.00		53,630.00	100%	-
16	WELL PUMP & MOTOR	1.00	LS	15,250.00	15,250.00	-	-		-	0%	15,250.00
17	DISCHARGE COLUMN W/CHECK VALVE	1.00	LS	5,750.00	5,750.00	-	-		-	0%	5,750.00
18	WELL ACCESS DECK	1.00	LS	35,750.00	35,750.00	-	-		-	0%	35,750.00
19	WWPPP MANAGEMENT (NPDES GENERAL PERMIT NO.	1.00	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
20	IMPLEMENT WWPPP	1.00	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
21	EXCAVATION FOR WELL DEVELOPMENT LAGOON	1.00	LS	14,375.00	14,375.00	1.00	14,375.00		14,375.00	100%	-
22	DEVELOPMENT-REMOVAL OF DRILLING MATERIALS	1.00	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
23	ACID TREATMENT	1.00	LS	1,500.00	1,500.00	-	-		-	0%	1,500.00
24	DEVELOPMENT-SURGING & BAILING	100.00	HRS	225.00	22,500.00	100.00	22,500.00		22,500.00	100%	-
25	CHLORINE SHOCK TREATMENT	1.00	LS	1,750.00	1,750.00	1.00	1,750.00		1,750.00	100%	-
26	VIDEO TAPING	1.00	LS	1,000.00	1,000.00	-	-		-	0%	1,000.00
27	6 IN. RAW WATERMAIN	160.00	LF	75.00	12,000.00	290.00	21,750.00		21,750.00	181%	(9,750.00)
28	FLOW METER & STRUCTURE COMPLETE	1.00	LS	27,120.00	27,120.00	1.06	28,676.72		28,676.72	106%	(1,556.72)
29	6 IN. GATE VALVES	3.00	EA	4,620.00	13,860.00	4.00	18,480.00		18,480.00	133%	(4,620.00)
30	ELECTRIC, CONTROLS	1.00	LS	97,300.00	97,300.00	0.80	77,840.00		77,840.00	80%	19,460.00
31	CRUSHED STONE ACCESS ROAD	100.00	SY	110.00	11,000.00	190.00	20,900.00		20,900.00	190%	(9,900.00)
32	EARTHWORK & SEEDING	1,000.00	CY	21.00	21,000.00	-	-		-	0%	21,000.00
Original Contract Totals					\$ 469,885.50		\$ 385,527.22	\$ -	\$ 385,527.22	82%	\$ 84,358.28

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Adel, IA
 Engineer: McClure Engineering Co. - Clive, IA
 Contractor: The Northway Corporation - Waukee, IA
 Project: Water Utility Improvements
 Contract: New Well No. 7

Owner's Project No.: -
 Engineer's Project No.: 2022001273-000
 Contractor's Project No.: -

Application No.: 3 (Three) Application Period: From 07/13/24 to 08/30/24 Application Date: 09/03/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO-1.1	Well No.7 - Test Well Drilling	1.00	LS	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-
CO-2.1	Flowmeter Change - 6" Propeller to 4" Magnetic	1.00	LS	(1,693.00)	(1,693.00)	1.00	(1,693.00)		(1,693.00)	100%	-
CO-3.1	Upgrade / Installation to Water Radio Telemetry System	1.00	LS	112,218.75	112,218.75	-	-		-	0%	112,218.75
Change Order Totals					\$ 114,525.75		\$ 2,307.00	\$ -	\$ 2,307.00	2%	\$ 112,218.75
Original Contract and Change Orders											
Project Totals					\$ 584,411.25		\$ 387,834.22	\$ -	\$ 387,834.22	66%	\$ 196,577.03



McClure Engineering Co.

Detailed Payment

25-0035-603

Description BRM-0035(603)--8N-25, Acct ID- 39641, Letting Date- September 19, 2023
MEC Project #: 0000211533-000

Payment Number 5

Pay Period 08/03/2024 to 09/04/2024

Prime Contractor HERBERGER CONSTRUCTION CO., INC.
2508 WEST 2ND AVENUE
INDIANOLA, IA 50125-0000

Payment Status Pending

Awarded Project Amount \$1,099,367.96

Authorized Amount \$1,115,149.46

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - BRM-0035(603)--8N-25, Acct ID- 39641, ITEMS FOR 100'-0 X 36'-0 CONTINUOUS CONCRETE SLAB BRIDGE										
0010	2101-0850001	ACRE	\$90,000.000	0.110	0.000	0.120	0.120	0.120	\$0.00	\$10,800.00
CLEARING AND GRUBBING										
0020	2102-2710070	CY	\$9.000	994.000	240.000	0.000	240.000	240.000	\$2,160.00	\$2,160.00
EXCAVATION, CLASS 10, ROADWAY AND BORROW										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2102-2710090	CY	\$24.000	260.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CLASS 10, WASTE										
0040	2105-8425015	CY	\$14.000	206.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOPSOIL, STRIP, SALVAGE AND SPREAD										
0050	2123-7450020	STA	\$400.000	2.900	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SHOULDER FINISHING, EARTH										
0060	2212-5070310	SY	\$320.000	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PATCHES, FULL-DEPTH REPAIR										
0070	2212-5070330	EACH	\$325.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PATCHES BY COUNT (REPAIR)										
0080	2301-0690205	SY	\$290.000	686.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BRIDGE APPROACH, BR-205										
0090	2301-6911722	LS	\$1.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES										
0100	2303-6911000	LS	\$650.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HOT MIX ASPHALT PAVEMENT SAMPLES										
0110	2401-6745625	LS	\$48,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$48,000.00
REMOVAL OF EXISTING BRIDGE										
0120	2402-2720000	CY	\$40.000	96.000	48.000	48.000	96.000	96.000	\$1,920.00	\$3,840.00
EXCAVATION, CLASS 20										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	2403-0100010	CY	\$926.000	267.000	13.500	13.500	27.000	27.000	\$12,501.00	\$25,002.00
STRUCTURAL CONCRETE (BRIDGE)										
0140	2404-7775000	LB	\$4.800	124.000	62.000	62.000	124.000	124.000	\$297.60	\$595.20
REINFORCING STEEL										
0150	2404-7775005	LB	\$1.800	69,067.000	1,809.000	1,809.000	3,618.000	3,618.000	\$3,256.20	\$6,512.40
REINFORCING STEEL, EPOXY COATED										
0160	2414-6424110	LF	\$90.000	222.200	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONCRETE BARRIER RAILING										
0170	2501-0201042	LF	\$57.000	1,170.000	210.000	960.000	1,170.000	1,170.000	\$11,970.00	\$66,690.00
PILES, STEEL, HP 10 X 42										
0180	2501-5478042	LF	\$149.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONCRETE ENCASEMENT OF STEEL H PILES, HP 10 X 42 (P10L TYPE 3)										
0190	2501-6335010	LF	\$58.000	120.000	60.000	60.000	120.000	120.000	\$3,480.00	\$6,960.00
PREBORED HOLES										
0200	2505-4008120	LF	\$9.500	106.000	0.000	106.000	106.000	106.000	\$0.00	\$1,007.00
REMOVAL OF STEEL BEAM GUARDRAIL										
0210	2505-4008300	LF	\$35.000	37.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STEEL BEAM GUARDRAIL										
0220	2505-4008420	EACH	\$1,800.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-221										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0230	2505-4021010	EACH	\$400.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED										
0240	2505-4021722	EACH	\$2,800.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-225										
0250	2507-3250005	SY	\$4.200	275.000	349.000	0.000	349.000	349.000	\$1,465.80	\$1,465.80
ENGINEERING FABRIC										
0260	2507-6800061	TON	\$75.000	380.000	331.980	0.000	331.980	331.980	\$24,898.50	\$24,898.50
REVTMENT, CLASS E										
0270	2510-6745850	SY	\$30.000	429.600	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF PAVEMENT										
0280	2524-6765010	EACH	\$420.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND REINSTALL SIGN AS PER PLAN										
0290	2527-9263109	STA	\$210.000	17.800	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0300	2528-2518000	EACH	\$250.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$500.00
SAFETY CLOSURE										
0310	2528-8445110	LS	\$13,500.000	1.000	0.500	0.250	0.750	0.750	\$6,750.00	\$10,125.00
TRAFFIC CONTROL										
0320	2528-9290050	CDAY	\$210.000	10.000	0.000	25.000	25.000	25.000	\$0.00	\$5,250.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0330	2533-4980005	LS	\$61,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$61,000.00
MOBILIZATION										
0340	2551-0000230	EACH	\$31,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERMANENT CRASH CUSHION, SEVERE USE (SU)										
0350	2551-0000300	EACH	\$500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERMANENT CRASH CUSHION SPARE PARTS KIT										
0360	2554-0202200	EACH	\$3,050.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$12,200.00
FITTINGS BY COUNT, DUCTILE IRON,: 12 IN. 22.5 DEGREE BEND										
0370	2554-0202200	EACH	\$5,950.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$11,900.00
FITTINGS BY COUNT, DUCTILE IRON,: 12 IN. X 10 IN. REDUCER										
0380	2554-0207012	EACH	\$6,475.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$12,950.00
VALVE, GATE, DIP, 12 IN.										
0390	2601-2634100	ACRE	\$2,500.000	0.500	0.000	0.220	0.220	0.220	\$0.00	\$550.00
MULCHING										
0400	2601-2636018	ACRE	\$15,000.000	0.010	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WETLAND GRASS SEEDING										
0410	2601-2636043	ACRE	\$3,500.000	0.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SEEDING AND FERTILIZING (RURAL)										
0420	2601-2638352	SQ	\$25.000	45.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SLOPE PROTECTION, WOOD EXCELSIOR MAT										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0430	2601-2642100	ACRE	\$400.000	0.500	0.000	0.220	0.220	0.220	\$0.00	\$88.00
STABILIZING CROP - SEEDING AND FERTILIZING										
0440	2602-0000020	LF	\$5.000	766.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SILT FENCE										
0450	2602-0000071	LF	\$0.010	766.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS										
0460	2602-0000101	LF	\$1.000	766.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK										
8000	2602-0000309	LF	\$3.300	500.000	0.000	362.000	362.000	362.000	\$0.00	\$1,194.60
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.										
8001	2599-9999010	LS	\$2,695.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,695.00
('LUMP SUM' ITEM): Additional Detour Signing										
8002	2501-5478042	LF	\$165.000	304.100	0.000	304.100	304.100	304.100	\$0.00	\$50,176.50
CONCRETE ENCASEMENT OF STEEL H PILES, HP 10 X 42(P10L TYPE 3)										
Section Totals:									\$68,699.10	\$366,560.00
Section: 0003 - BRM-0035(603)--8N-25, Acct ID- 39641, ALTERNATE ?AA? OPTION 2: WATER MAIN, TRENCHLESS, BID THIS SECTION IF ALTERNATE ?AA? OPTION 2 IS CHOSEN										
0490	2554-0124012	LF	\$237.000	330.000	0.000	330.000	330.000	330.000	\$0.00	\$78,210.00
WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
Section Totals:									\$0.00	\$78,210.00
Total Payments:									\$68,699.10	\$444,770.00

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 07/08/2024, Liquidated Damage Rate - 1,000	85.0 Days	89.0 Days	20.0 Days	\$0.00	49.5 Days	39.5 Days	\$0.00
Total Damages:							\$0.00

Stockpiles

Stockpile	Fund Package	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
#1 - 2501-0201042 PILES, STEEL, HP 10 X 42	25-0035-603-CAT-1 25-0035-603-CAT-1 25-0035-603	\$0.00	\$29,526.12	\$1,181.05	\$29,526.12
Totals:		\$0.00	\$29,526.12	\$1,181.05	\$29,526.12

Summary

Current Approved Work:	\$68,699.10
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$1,181.05
Current Retainage:	\$2,060.97
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$65,457.08
Previous Payment:	\$171,337.48

Approved Work To Date:	\$444,770.00
Stockpile Advancement To Date:	\$29,526.12
Stockpile Recovery To Date:	\$29,526.12
Retainage To Date:	\$13,343.10
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$431,426.90
Previous Payments To Date:	\$365,969.82

Funding Details

25-0035-603-CAT-1 25-0035-603-CAT-1 25-0035-603:	\$68,699.10
25-0035-603-CAT-3 25-0035-603-CAT-3 25-0035-603:	\$0.00
Current Payment:	\$68,699.10

25-0035-603-CAT-1 25-0035-603-CAT-1 25-0035-603 To Date:	\$366,560.00
25-0035-603-CAT-3 25-0035-603-CAT-3 25-0035-603 To Date:	\$78,210.00
Payments To Date:	\$444,770.00

Timeline for Fiscal Year 2025-2026 Budget	
October 9	Begin preparation on all worksheets, staffing, CIP, wages, insurance, and narratives
October 25	Department heads submit major staffing and CIP requests
Oct. 21-25	<i>Dept. heads meet with Anthony & Brittany to review completed worksheets</i>
November 8	Deadline for department heads to submit all completed materials and handouts
November 11	Begin review of submitted materials and enter line-item budget into Incode
December 31	Input valuation data from County for general levy amount and complete rough draft of line-item budget and State budget forms
January 10	Department heads submit revisions, if necessary
January 23-24	Distribute first draft budget (balanced), CIP, new programs/personnel, & handouts
January 27	<i>Joint Budget Committee / Council / Department Head Meeting (food provided)</i>
January 31	Submit revisions to Budget Committee for review, if necessary
February 4	<i>Budget Committee Meeting, if necessary</i>
March 5	Information submitted to Dept. of Management for taxpayer statements
Mar. 4 - Mar. 14	Proposed Property Tax Notice Published in DCN / Register (Confirm Latest Email Date) & Posted to Social Media No Later than the Date of Publication
March 11	<i>Council Meeting – Set Public Hearings for Proposed Property Tax Amounts/New Taxpayer Statements</i>
March 15	Mailing of taxpayer statements to be completed by County Auditor
March 24	<i>Special Council Meeting (To Be Held Prior to Regular Council Meeting) – Public Hearing for Proposed Property Tax Amounts & New Taxpayer Statements & Council Meeting – Set Public Hearing for FY25-26 Budget</i>
Mar. 19-Mar. 29	Budget Notice Published in DCN / Register (Confirm Latest Email Date)
April 8	<i>Council Meeting – Public Hearing and Adoption of FY25-26 Budget</i>

***Post notices online (including social media) and request newspaper clippings*

April 30	Budget certified to County Auditor and filed online with Dept. of Management
May 10	Persons affected by budget have 10 days after date of cert. to file written protest

Timeline for Fiscal Year 2024-2025 Budget Amendment*	
March 18	Distribute amendment worksheets and detail information to department heads
April 1	Deadline for department heads to submit completed amendment materials
April 8	<i>Council Meeting – Set FY24-25 Budget Amendment Hearing</i>
April 23-May 3	Amendment Notice published in DCN / Register (<i>confirm email dates</i>)
May 13	<i>Council Meeting – Public Hearing and Adoption of FY24-25 Budget Amendment</i>
May 14	Budget amendment certified to County Auditor

**Use similar timeline if a budget amendment is needed earlier in the fiscal year.*

***Post notices online (including social media) and request newspaper clippings*



AGENDA ITEM NO. 4.b
AGENDA SECTION: DEPARTMENT
HEAD REPORT

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

AGENDA HEADING: Update on Audit Timeline

STAFF/COMMITTEE RECOMMENDATION:

The dates for the Audit Fieldwork will be September 30th - October 4th, 2024.

ATTACHMENTS:



AGENDA ITEM NO. 5.a
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Consider Approval of Ordinance No. 410, Approval of Proposed Vacations of Right-of-Ways Along Bradfield Street Within Southbridge Plat 7 - First Reading

STAFF/COMMITTEE RECOMMENDATION:

This item was continued on to the September 10th City Council meeting during the August 13th City Council meeting as the Planning & Zoning Commission needed to meet first and recommend approval.

The Planning & Zoning Commission met on Wednesday, August 21st, 2024. At that meeting they recommended approval.

City Staff is recommending approval of the first reading and waiving the second and third readings to adopt.

ATTACHMENTS:

[Ordinance No. 410, Vacating ROW Southbridge.pdf](#)

[P&Z Minutes - 2024.08.21.pdf](#)

[1st ROW Vacation Location - Plat 7.pdf](#)

[2nd ROW Vacation Location - Plat 7.pdf](#)

ORDINANCE NO. 410

**AN ORDINANCE VACATING THE RIGHT-OF-WAY ALONG
BRADFIELD STREET WITHIN SOUTHBRIDGE PLAT 7, AN
OFFICIAL PLAT IN THE CITY OF ADEL**

WHEREAS, the City of Adel, Iowa (the “City”) has proposed to vacate a portion of the right-of-way along Bradfield Street, as more particularly described herein, and, consistent with the requirements of the City Code of the City of Adel, the City Council referred the proposed vacation to the Planning and Zoning Commission for recommendation; and

WHEREAS, Iowa Code Sections 306.11, 306.12, and 364.12(2)(a) require that public ways be vacated by ordinance, after published and mailed notice and a public hearing before the City Council; and

WHEREAS, the City Council set a public hearing on the proposed vacation for its meeting held on August 13, 2024 and, following notice given as directed by law, held said public hearing; and

WHEREAS, the City Council now wishes to proceed with the vacation of the public right-of-way.

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

Section 1: That no claim for damages was filed at or before the hearing and no person is entitled to damages from the vacation of this public right-of-way.

Section 2: That the public right-of-way legally described as follows is hereby vacated:

A PART OF STREET LOT 'B', SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID STREET LOT 'B'; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID STREET LOT 'B' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 45°05'12" EAST, 35.36 FEET; THENCE SOUTH 89°54'49" EAST ALONG SAID SOUTHERLY LINE, 77.50 FEET; THENCE NORTH 83°44'46" EAST ALONG SAID SOUTHERLY LINE, 45.28 FEET; THENCE SOUTH 89°54'49" EAST ALONG SAID SOUTHERLY LINE, 48.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'49" EAST, 110.00 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD

BEARS SOUTH 45°05'20" WEST, 35.35 FEET; THENCE NORTH 89°55'03" WEST ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'40" WEST, 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,768 SQUARE FEET);

AND

A PART OF STREET LOT 'B', SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 1, SAID SOUTHBRIDGE PLAT 7; THENCE SOUTH 60°03'04" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 388.01 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 508.49 FEET AND WHOSE CHORD BEARS SOUTH 75°04'08" WEST, 502.68 FEET; THENCE SOUTH 05°54'12" EAST, 60.00 FEET TO THE SOUTHERLY LINE OF SAID STREET LOT 'B' AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.65 FEET AND WHOSE CHORD BEARS SOUTH 42°05'38" WEST, 33.46 FEET; THENCE SOUTH 00°05'28" WEST ALONG SAID SOUTHERLY LINE, 5.77 FEET; THENCE NORTH 89°54'32" WEST ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'49" WEST, 35.36 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 107.59 FEET AND WHOSE CHORD BEARS NORTH 87°05'21" EAST, 107.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,841 SQUARE FEET).

Section 3: That no public or private utility easements are located within this now-vacated public right-of-way.

Section 4: All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5: If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Adel, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the _____ on _____, 2024.

City Clerk, City of Adel, State of Iowa



The City of Adel's Planning and Zoning Commission met at Adel City Hall, 301 S. 10th Street, on Wednesday, August 21, 2024, at 6:00 p.m.

The Commissioners present were Stephanie Poole, Danielle Roberts, Summer Portzen, Jerry Adams, Jonathan Fokken, and Code Compliance Officer Steve Nichols. The Commissioner absent was Tim Crannell and Patrick Halsey. Also present was Monte Applegate with Snyder & Associates.

I. Discussion / Possible Action on Reviewing the Site Plan and Standards for Matta Family Dental Building in Eagle Vista.

Poole called the meeting to order. Applegate presents the site plan for Matta Family Dental. Nichols stated that city personnel have met and reviewed the site plan, noting the sidewalk on the east side needs to be added. The materials being used meet our criteria according to Poole. It was mentioned the front of the building will face Highway 6 and will carry a Highway 6 address. It was also mentioned that the building will also be equipped with solar panels. **Fokken made the motion approve the site plan, second by Portzen. Motion passed unanimously.**

II. Discussion / Possible Action on vacating Southbridge Plat 7 Right of Way and make recommendation to City Council. Nichols explained that these right of ways were a part of Southbridge Plat 7 and are not needed now after Planning & Zoning and the City Council approved amending Southbridge Plat 8 to include commercial property at these two street entry points. **Portzen made a motion to vacate the two street right of way entry points, second by Fokken. Motion passed unanimously.**

Meeting Adjourned at 6:30 p.m.

Respectfully,

Steve Nichols

EXHIBIT 'A' - RIGHT-OF-WAY VACATION

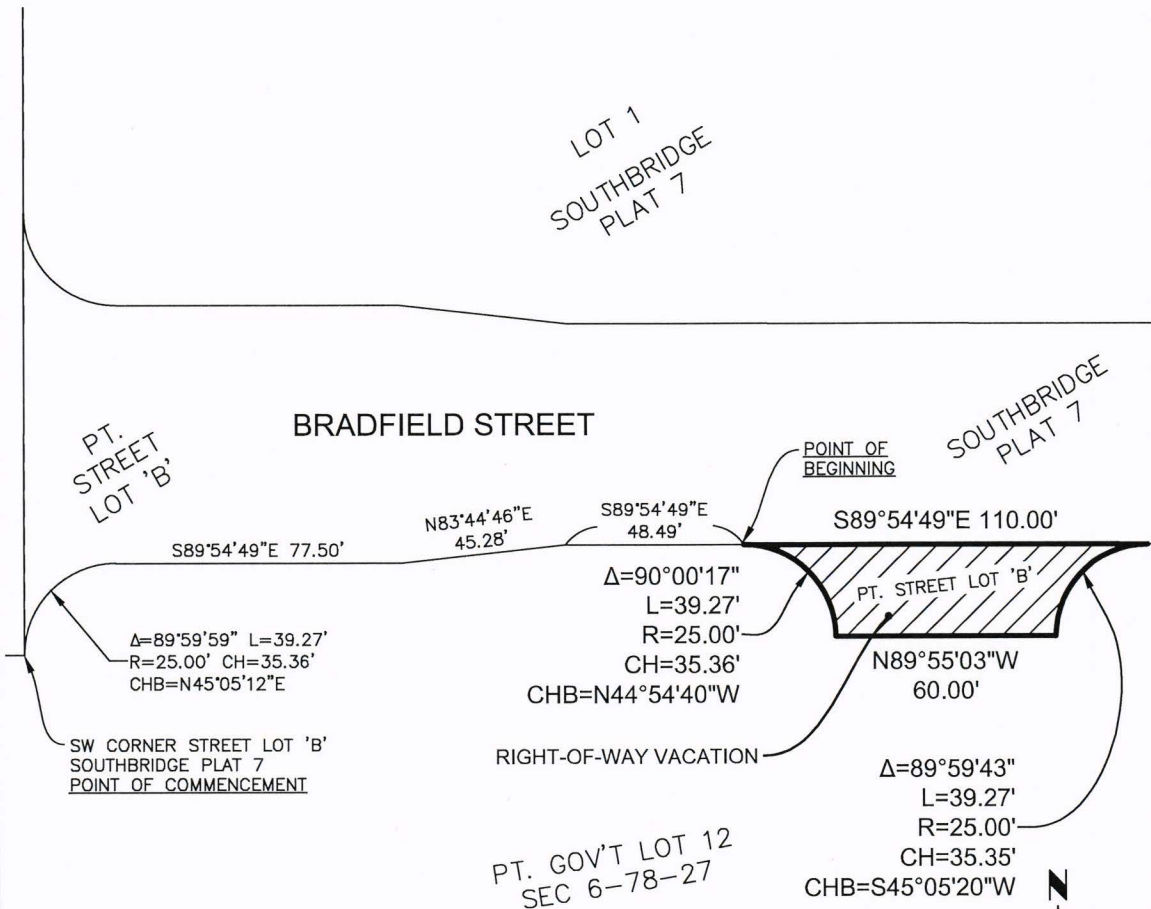
OWNER _____

CITY OF ADEL

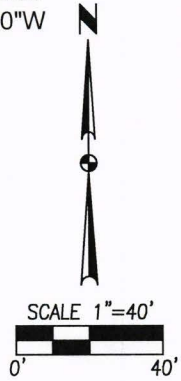
RIGHT-OF-WAY VACATION DESCRIPTION

A PART OF STREET LOT 'B', SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID STREET LOT 'B'; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID STREET LOT 'B' AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 45°05'12" EAST, 35.36 FEET; THENCE SOUTH 89°54'49" EAST ALONG SAID SOUTHERLY LINE, 77.50 FEET; THENCE NORTH 83°44'46" EAST ALONG SAID SOUTHERLY LINE, 45.28 FEET; THENCE SOUTH 89°54'49" EAST ALONG SAID SOUTHERLY LINE, 48.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'49" EAST, 110.00 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS SOUTH 45°05'20" WEST, 35.35 FEET; THENCE NORTH 89°55'03" WEST ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'40" WEST, 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,768 SQUARE FEET).



LEGEND	FOUND
1/2" REBAR, CAP #18660 (UNLESS OTHERWISE NOTED)	●
MEASURED BEARING & DISTANCE	M
RECORDED BEARING & DISTANCE	R
DEEDED BEARING & DISTANCE	D
ARC LENGTH	AL
CENTERLINE	---
SECTION LINE	---
EASEMENT LINE	---
VACATION AREA	



FILE: H:\2021\2103207\DWG\2103207-VACATION.DWG
 FILE DATE: 5/6/24 DATE PLOTTED: 5/6/2024 8:44 AM
 PLOTTED BY: JON ERDAHL:

EXHIBIT 'A' - RIGHT-OF-WAY VACATION

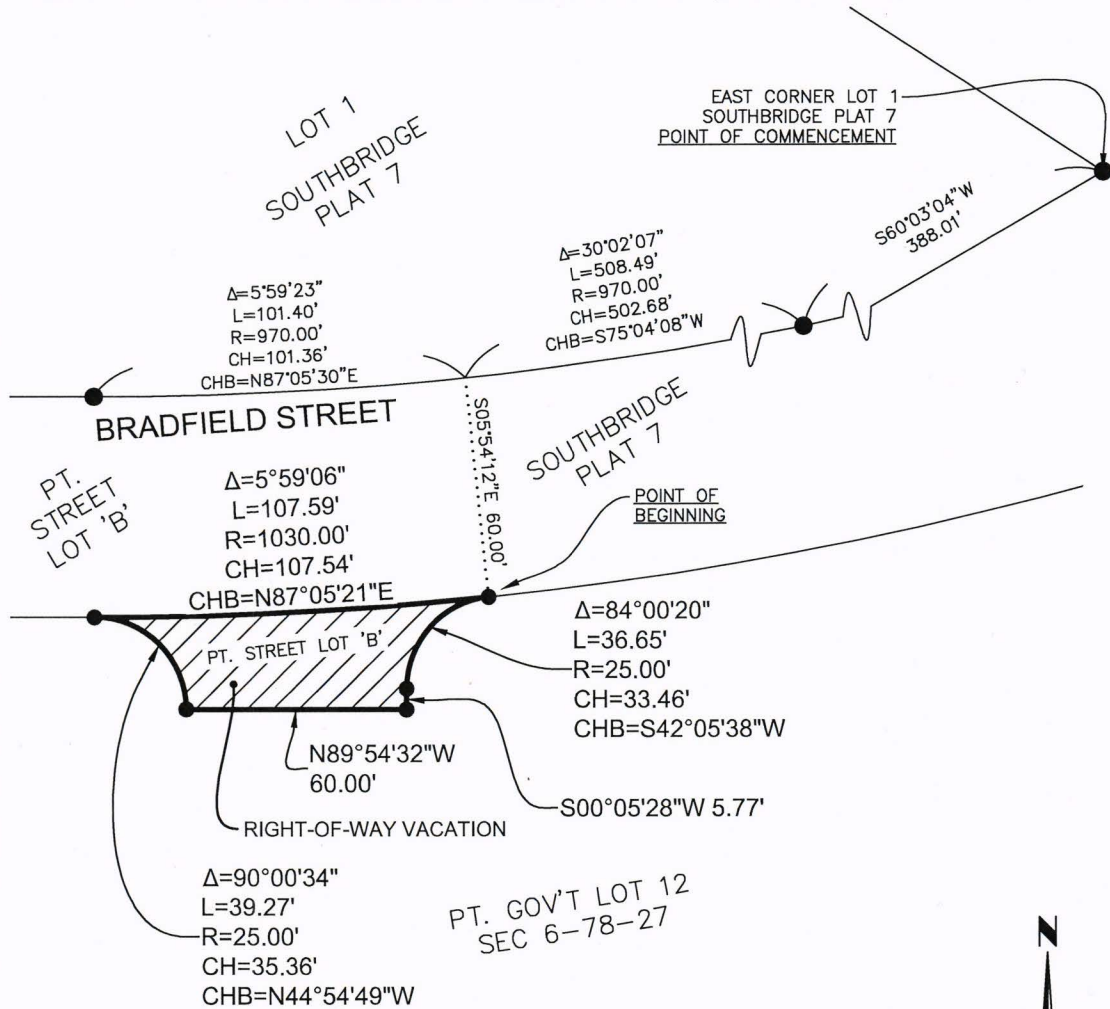
OWNER _____

CITY OF ADEL

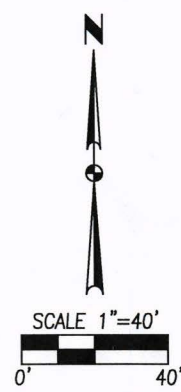
RIGHT-OF-WAY VACATION DESCRIPTION

A PART OF STREET LOT 'B', SOUTHBRIDGE PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 1, SAID SOUTHBRIDGE PLAT 7; THENCE SOUTH 60°03'04" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 388.01 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 508.49 FEET AND WHOSE CHORD BEARS SOUTH 75°04'08" WEST, 502.68 FEET; THENCE SOUTH 05°54'12" EAST, 60.00 FEET TO THE SOUTHERLY LINE OF SAID STREET LOT 'B' AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.65 FEET AND WHOSE CHORD BEARS SOUTH 42°05'38" WEST, 33.46 FEET; THENCE SOUTH 00°05'28" WEST ALONG SAID SOUTHERLY LINE, 5.77 FEET; THENCE NORTH 89°54'32" WEST ALONG SAID SOUTHERLY LINE, 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'49" WEST, 35.36 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 107.59 FEET AND WHOSE CHORD BEARS NORTH 87°05'21" EAST, 107.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,841 SQUARE FEET).



LEGEND	FOUND
1/2" REBAR, CAP #18660 (UNLESS OTHERWISE NOTED)	●
MEASURED BEARING & DISTANCE	M
RECORDED BEARING & DISTANCE	R
DEEDED BEARING & DISTANCE	D
ARC LENGTH	AL
CENTERLINE	---
SECTION LINE	---
EASEMENT LINE	---
VACATION AREA	



FILE: H:\2021\2103207\DWG\2103207-VACATION.DWG
 FILE DATE: 5/1/24 DATE PLOTTED: 5/1/2024 8:40 AM
 PLOTTED BY: JON ERDAHL:



AGENDA ITEM NO. 5.b
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

AGENDA HEADING: Consider Approval of Ordinance No. 411, An Ordinance to Adopt the 2018 Version of the International Building Code - First Reading

ATTACHMENTS:
[Ordinance No. 411, Amending Building Codes.pdf](#)

Ordinance No. 411

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, BY REPEALING AND REPLACING SECTION 156.03, ADOPTION OF BUILDING CODES, FOR THE PURPOSE OF UPDATING CERTAIN UNIFORM BUILDING CODES PREVIOUSLY ADOPTED BY THE CITY OF ADEL

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Adel, Iowa, that:

SECTION 1. Section 156.03, Adoption of Building Codes, of the Code of Ordinances is hereby repealed and replaced as follows:

156.03 ADOPTION OF BUILDING CODES.

Pursuant to published notice and public hearing, as required by law, the following codes are hereby adopted as the Building Code, to regulate the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height and area of buildings or structures within the City and the same are by this reference incorporated herein as fully and completely as if set forth in full herein with the name "City of Adel" inserted in Section 101.1 of each code:

1. The *International Building Code*, 2018 Edition, as published by the International Code Council.
 - a. Section 109.2 Fees. The permit fee schedule (Exhibit "A") is established by the City and is on file at City Hall.
 - b. Rate Adjustments. Before July 1 of each year, the Clerk shall compute and present to the Council an adjustment to the permit fees based upon the multiplication of the current rate by a factor equal to the increase in the Consumer Price Index (C.P.I.) as calculated by the Iowa League of Cities budget report.
 - c. Section 109.3. Valuations. Building valuations shall be determined using the latest Building Valuation Data Sheet.
 - d. Section 1612.3. The most current flood map issued by the Federal Emergency Management Agency shall be used.
2. The *International Residential Code for One & Two Family Dwellings*, 2006 Edition, as published by the International Code Council.

- a. R108.2. Fees. The permit fee schedule (Exhibit “A”) is established by the City and is on file at City Hall.
 - b. Rate Adjustments. Before July 1 of each year, the Clerk shall compute and present to the Council an adjustment to the permit fees based upon the multiplication of the current rate by a factor equal to the increase in the Consumer Price Index (C.P.I.) as calculated by the Iowa League of Cities budget report for budgeting purposes.
3. The *International Mechanical Code*, 2021 Edition, as published by the International Code Council.
 4. The *International Plumbing Code*, 2021 Edition, as published by the International Code Council.
 5. The *National Electrical Code*, 2020 Edition, as published by the National Fire Protection Association.
 6. The *International Existing Building Code*, 2006 Edition, as published by the International Code Council.
 7. The *International Property Maintenance Code*, 2018 Edition, as published by the International Code Council.
 8. The *International Energy Conservation Code*, 2012 Edition, as published by the International Code Council.

Building requirements of the City Zoning Code shall supersede those requirements in the International Building Codes if they are more restrictive than the adopted Building, Mechanical, Plumbing and Electrical Code.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

First Reading Passed: _____

Second Reading Passed: _____

Third Reading Passed: _____

Passed and adopted this _____ day of _____, 2024.

James F. Peters, Mayor

ATTEST:

Carrie Erickson, City Clerk



AGENDA ITEM NO. 5.c
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & Council

FROM: Anthony Brown, City Administrator

AGENDA HEADING: Consider Approval of Ordinance No. 412, Establishing the Old Portland Road Basin Sanitary Sewer Connection Fee District - First Reading

PREVIOUS COUNCIL ACTION: The council approved an infrastructure reimbursement agreement with Cramer & Associates, Inc. in September 2019. This agreement was for Cramer's Southbridge development to construct a lift station and force main for part of that area.

The council approved the code [Chapter 99A - Benefited Sewer Districts ordinance](#) in May 2020 for the unrelated East Annex sanitary sewer district.

The council approved an amended and restated infrastructure reimbursement agreement with Cramer & Associates in August 2021.

STAFF/COMMITTEE RECOMMENDATION:

This proposed ordinance considers adding a new sanitary sewer connection fee area (i.e., Old Portland Road Basin) to the City's benefited sewer district code.

A public hearing will be held earlier in the meeting.

This proposed ordinance will meet the City's infrastructure reimbursement agreement with Cramer & Associates, Inc. The ordinance will require fees for future development as the City grows west and south.

A portion of those fees will reimburse Cramer & Associates due to its Southbridge lift station

and force main project.

The boundaries of the proposed Old Portland Road Basin are within the City's *Envision Adel 2040* Future Land Use Plan. Most of the boundaries are outside City limits today, though some are within City limits due to the City's agreement with Cramer & Associates.

City staff is recommending approval of the first reading and waiving the second and third reading to adopt this ordinance.

ATTACHMENTS:

[Ordinance No. 412, Old Portland Road Basin connection fee.pdf](#)

[Old Portland Rd_ADEL.pdf](#)

[Resolution No. 21-64, Approval of Amended and Restated Infrastructure Reimbursement Agreement with Cramer & Associates, Inc..pdf](#)

ORDINANCE No. 412

**AN ORDINANCE ESTABLISHING THE OLD PORTLAND ROAD BASIN
SANITARY SEWER CONNECTION FEE DISTRICT**

WHEREAS, Iowa Code Section 384.38(3) allows the City to establish districts and schedules of fees for the connection of property to the sanitary sewer utility; and

WHEREAS, such fees may include the equitable cost of extending the utility to the property, including reasonable interest from the date of construction to the date of payment; and

WHEREAS, the City Council of the City of Adel, Iowa, after public notice and hearing as prescribed by law, has determined the necessity of establishing the Old Portland Road Basin Sanitary Sewer Connection Fee District (the “Benefited District”) and the imposition of a fee for connecting to the City sanitary sewer upon each person who owns property in said areas and who will be served by connecting to the City sanitary sewer; and

WHEREAS, the City Council of the City of Adel, Iowa has declared its intent to utilize connection fees to recover the costs for design and construction of such major sanitary sewer facilities from property owners who connect to such facilities subsequent to their construction; and

WHEREAS, the City Council of the City of Adel, Iowa has set forth the method of recovery of proportional cost shares from those property owners who connect their properties to major sanitary sewer facilities subsequent to their construction, so that in the event that all property, other than street and road right-of-way, which lies within the Benefited District is connected to the major sanitary sewer facilities during their expected useful life, then those properties shall bear, in the aggregate, up to 100 percent of the cost for design and construction of such facilities, including legal, administrative, and interest expenses associated therewith; and

WHEREAS, the sanitary sewer facilities in the Benefitted District will be constructed in phases over several years, with the first phase having been completed in 2023.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ADEL, DALLAS COUNTY, IOWA:**

SECTION 1. Section 99A.05, Old Portland Road Basin Sanitary Sewer Connection Fee District, of the Code of Ordinances of the City of Adel is hereby adopted as follows:

**99A.05. OLD PORTLAND ROAD BASIN SANITARY SEWER CONNECTION FEE
DISTRICT.**

1. DEFINITIONS.

- A. "Benefitted Service Area" means a designated area to which sanitary sewer service will be provided by a sanitary sewer utility of a given design and capacity.
- B. The boundaries of the "Old Portland Road Basin Sanitary Sewer Connection Fee District" are as follows:

Beginning at the northeast corner of government lot 8 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence west along the north line of said government lot 8 to the northwest corner of said government lot 8, also being the northeast corner of government lot 7 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence west along the north line of said government lot 7 to the northwest corner of said government lot 7, also being the northeast corner of government lot 6 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence west along the north line of said government lot 6 to the northwest corner of said government lot 6;

Thence south along the west line of said government lot 6 to the southwest corner of said government lot 6, also being the northwest corner of government lot 11 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of said government lot 11 to the southwest corner of said government lot 11;

Thence east along the south line of said government lot 11 to the southeast corner of said government lot 11, also being the northwest corner of government lot 15, in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of said government lot 15 to the southwest corner of said government lot 15, also being the northwest corner of government lot 18 in section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa ;

Thence south along the west line of said government lot 18 to a point on the north right-of-way line of 315th Court;

Thence east along the north right-of-way of 315th Court to a point on the east line of said government lot 18;

Thence south along the east line of said government lot 18 to the southeast corner of said government lot 18;

Thence south along the west line of the northeast quarter of the southeast quarter of said section 1 to the southwest corner of the said northeast quarter of the southeast quarter, also being the northwest corner of the southeast quarter of the southeast quarter of section 1, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of the southeast quarter of the southeast quarter of said section 1 to the southwest corner of said southeast quarter of the southeast quarter, also being the northwest corner of the northeast quarter of the northeast quarter of section 12, township 78 north, range 28 west of the 5th p.m., Dallas County, Iowa;

Thence south along the west line of the northeast quarter of the northeast quarter of said section 12 to the north right-of-way line of Heritage Drive;

Thence east along the north right-of-way line of Heritage Drive to the intersection of the northerly extension of the east line of Lot A, Scenic View Subdivision;

Thence south along the northerly extension of the east line of said Lot A and the east line of said Lot A to a point due west of the intersection the east right-of-way of U.S. Highway #169 and the north right-of-way of 323rd Place;

Thence due east the intersection of the east right-of-way of U.S. Highway #169 and the north right-of-way of 323rd Place;

Thence easterly along the north right-of-way line of 323rd Place to a point on the on the east line of the southwest quarter of the northeast quarter of section 7, township 78 north, range 27 west of the 5th p.m., Dallas County, Iowa;

Thence north along the east line of the southwest quarter of the northeast quarter of said section 7 to the northeast corner of the southwest quarter of the northeast quarter of said section 7;

Thence west along the north line of the southwest quarter of the northeast quarter of said section 7 to the southwest corner of Lot 7 of Old Portland Place subdivision, Dallas County, Iowa;

Thence north along the west line of Old Portland Place subdivision to a point on the north line of the northwest quarter of the northeast quarter of said section 7;

Thence east along the north line of the northwest quarter of the northeast quarter of said section 7 to the northeast corner of the northwest quarter of the northeast quarter of said section 7, also being the southeast corner of the southwest quarter of the southeast quarter of section 6, township 78 north, range 27 west of the 5th p.m., Dallas County, Iowa;

Thence north along the east line of the southwest quarter of the southeast quarter of said section 6 to the northeast corner of the southwest quarter of the southeast quarter of said section 6, also being the southeast corner of the northwest quarter of the southeast quarter of said section 6;

Thence north along the east line of the northwest quarter of the southeast quarter to a point on the westerly right-of-way line of Old Portland Road;

Thence northwesterly along the westerly right-of-way line of Old Portland Road to the south right-of-way line of Bradfield Street;

Thence southwesterly along the south right-of-way line of Bradfield Street, as shown on the final plat of Southbridge Plat 3, to the most southerly corner of Lot G of Southbridge Plat 3, city of Adel, Dallas County, Iowa;

Thence continuing along the south right-of-way line of Bradfield Street for 92.00 feet;

Thence northwest to the southwest corner of Outlot Z of Southbridge Plat 7, city of Adel, Dallas County, Iowa;

Thence northwest along the west line of said Outlot Z to the northwest corner of said Outlot Z of Southbridge Plat 7, city of Adel, Dallas County, Iowa, also being the southeast corner of Lot 8 of Southbridge Plat 3 replatted, city of Adel, Dallas County, Iowa;

Thence west along the south line of Lot 8, Lot 9, & Lot 10 of said Southbridge Plat 3 replatted to the southwest corner of said Lot 10, a point on the east right-of-way line of U.S. Highway 169;

Thence north along the east right-of-way line of U.S. Highway 169 and the northerly extension of said east right-of-way line to a point on the north line Government Lot 5 in section 6, township 78 north, range 27 west of the 5th p.m.;

Thence west along the north line of said Government Lot 5 to the point of beginning.

Connection fees are hereby established and shall be imposed upon owners of properties within the Benefitted District at the time of application to connect their property to said sewer facilities.

- C. "Sanitary Sewer Utility" means and includes sanitary sewer trunk lines and sanitary sewer interceptors, sanitary sewer force mains, pumping stations and detention basins.
- D. "Connection" means any act that results in a direct or indirect discharge into a city sewer utility, including but not limited to, the connection of a private sewer system to a lateral

sewer or manhole or the connection of a lateral sewer serving a subdivision to a trunk sewer or manhole.

- E. "Original Cost" means all costs incurred in the design, construction and financing of City sewer utilities necessary to provide sanitary sewer service to the Old Portland Road Basin Sanitary Sewer Connection Fee District, including but not limited to, the cost of labor, materials, engineering, fees, legal fees, closing costs, and interest from the date of construction to payment at the rate equal to 5%.

2. FEE SCHEDULE. Connection fees shall be imposed as follows:

- A. Connection Fee. A connection fee is established for all existing and future connections for property directly adjoining and abutting the sanitary sewer facilities constructed in the Benefitted District according to the following schedule adjusted annually, which includes increases into which a reasonable amount of interest has been calculated from the date of construction of each particular phase of sanitary sewer facilities to the date of payment:

Effective Date	Connection Fee (\$/acre)*
October 1, 2024.....	\$5,682.15
July 1, 2025.....	\$5,966.26
July 1, 2026.....	\$6,264.57
July 1, 2027.....	\$6,577.80
July 1, 2028.....	\$6,906.69
July 1, 2029.....	\$7,252.02
July 1, 2030.....	\$7,614.62
July 1, 2031.....	\$7,995.35
July 1, 2032.....	\$8,395.12
July 1, 2033.....	\$8,814.88
July 1, 2034.....	\$9,255.62

**

* An interest rate of 5% is applied annually to the connection fee.

**The connection fee shall increase in each subsequent year by applying simple interest thereto at the rate of 5% percent per annum. The interest rate will not apply to the connection fee before the construction of the particular phase of the sanitary sewer facilities in the Benefitted District to which a property owner may connect has been completed. For example, if a particular phase of the sanitary sewer facilities is not constructed until 2026, then the connection fee in 2026 for property owners who may connect to that particular phase of the sanitary sewer facilities would be \$5,682.15 and the fee schedule for those property owners would run from there.

- B. Property Outside City limits. Pursuant to Iowa Code section 364.4, properties outside the corporate limits of Adel shall be eligible to connect to the Old Portland Road Basin Sanitary Sewer upon payment of the connection fee and compliance with all other requirements of this code.

3. FEE OUTSIDE DISTRICT.

The established connection fee shall apply to any property outside of the Benefitted District that uses or derives benefit from any of the sewer facilities constructed for the Old Portland Road Basin Sanitary Sewer Connection Fee District. The appropriate fee shall be imposed at the time of determination that a benefit is derived from the property.

4. EXCEPTION WITHIN DISTRICT.

The established connection fee shall not apply to the following properties within the benefitted district:

- A. Pursuant to the Amended and Restated Infrastructure Reimbursement Agreement between the City of Adel and Cramer and Associates, Inc., dated August 23, 2021, (the “Agreement”) the property identified as the Southbridge Development Property, within the Agreement, is exempted from paying the connection fee.
- B. The connection fee shall not apply to any properties within the Old Portland Road Basin Sanitary Sewer Connection Fee District which do not use or derive benefit from any sewer facilities constructed for the Old Portland Road Basin Sanitary Sewer Connection Fee District.

5. PAYMENT.

The determination that a property is to be connected to the sewer facilities shall occur and the appropriate connection fee shall be paid prior to the time of release of a final plat for recordation or the issuance of a building or plumbing permit, whichever occurs first.

6. EXISTING SINGLE FAMILY RESIDENCE.

Any single family residences within the Old Portland Road Basin Sanitary Sewer Connection Fee District, in existence or under construction upon the effective date of the ordinance are eligible for connection to the Sanitary Sewer Utility.

The owners of residences on parcels of less than one acre located within the Old Portland Road Basin Sanitary Sewer Connection Fee District may connect such residences to the Sanitary Sewer Utility upon approval of their application for connection, payment of the connection fee for the parcel, and construction, at the owner’s expense, of appropriate connection structures, as determined necessary by the City.

Any single family residence existing or under construction upon the effective date of the ordinance codified in this section located upon a parcel in excess of one acre may apply for connection upon division of said parcel into a single family residence parcel and a remainder parcel in the payment of a single connection fee. Any development of said parcel shall necessitate a revised application for connection and payment of the appropriate connection fee. For purposes of this section, subdivision of the property into a single family residence parcel and

a remainder parcel shall only require a reasonably accurate graphical division of the property and shall not be construed to require a legal division of the property.

The owners of residences on parcels in excess of one acre located within the Old Portland Road Basin Sanitary Sewer Connection Fee District may connect such residences to the Sanitary Sewer Utility upon approval of their application for connection, division of said parcel into a residence parcel and a remainder parcel, payment of the connection fee for the residence parcel, and construction, at the owner's expense, of appropriate connection structures, as determined necessary by the City.

The connection fee for the remainder parcel shall be payable at such time as the remainder parcel shall be connected to the Sanitary Sewer Utility. A parcel may be divided once. For purposes of this section, division of the property into a residence parcel and a remainder parcel may be accomplished by submitting a drawing showing a graphical depiction of the two parcels including dimensions accurate to within a distance of one foot, a legal description of the entire parcel and a legal description of the residence parcel with such accuracy as to allow the City to determine a reasonable description of the remainder parcel. For purposes of this section, the division of property does not require a subdivision of the property or a plat of survey.

7. OTHER PROPERTY.

All other property located within the Old Portland Road Basin Sanitary Sewer Connection Fee District shall be eligible for connection to the Sanitary Sewer Utility upon approval of an application for connection by the owner thereof, as hereafter provided, and payment of the connection fee for such property, provided such property has been appropriately subdivided for development, and, where applicable, all sanitary sewer improvements necessary to serve said property have been constructed, at the owner's expense, and accepted by the City.

8. PROCEDURE.

After adoption, publication and recording by the Clerk of a connection fee ordinance for the Old Portland Road Basin Sanitary Sewer Connection Fee District, all owners of those properties within the Benefitted District whose properties are eligible for connection, and who propose to connect such properties directly or indirectly to the Sanitary Sewer Utility, shall make application to the City for such connection. The submittal of construction plans to the City for sanitary sewer improvements on property being subdivided for development shall constitute an application to the City. The sewer connection fee shall be due and payable at the time application is made to the City for connection to the Sanitary Sewer Utility. No connection shall be made to a Sanitary Sewer Utility until such application has been approved and until the required connection fee has been paid. The sewer connection fee shall be paid before the City will approve the final plat of property subject to the connection fee.

9. UNAUTHORIZED CONNECTIONS CONSTITUTE MUNICIPAL INFRACTION.

Any unauthorized connection(s) to the Sanitary Sewer Utility in the Benefitted District will constitute a municipal infraction pursuant to Section 3.01 of the City Code.

10. DISCONNECTION OF UNAUTHORIZED CONNECTIONS.

In the event any property owner connects his or her property within the Benefitted District to a Sanitary Sewer Utility without having made application therefor or without having received approval thereof or without having paid the required connection fee established by a connection fee ordinance, the City shall be entitled to disconnect such private sewer connection until such time as the property owner has made and received approval of his or her application, and/or has paid the required connection fee.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this ordinance are intended and shall be construed so as to fully implement the provisions of Section 384.38(3) of the Code of Iowa, 2023, as amended. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 384.38(3) of the Code of Iowa with reference to the assessment and collection of fees for connection to a sewer utility.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, adoption, and publications as required by law.

SECTION 4. The Clerk shall certify a copy of the ordinance codified in this section and any amendments to the County Recorder for recording.

Passed and approved by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

Resolution No. 21- 64

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

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

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

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

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


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

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

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

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

Passed and approved this 23rd day of August, 2021.



James F. Peters, Mayor

Attest: 

Carrie Erickson, City Clerk

**AMENDED AND RESTATED
INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

THIS AMENDED AND RESTATED INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this "Agreement") is entered into this 23rd day of August, 2021 (the "Effective Date") by and between the City of Adel (the "City") and Cramer and Associates, Inc. ("Cramer"). This Agreement amends, restates, and replaces the Infrastructure Reimbursement between the City and Cramer dated September 10, 2019 (the "Original Agreement").

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

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

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

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

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

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

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the "Southbridge Development Property"); and

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

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

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

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

ARTICLE I: LIFT STATION PROJECT

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

Section 1.2. City Responsibilities.

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

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

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

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

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

Section 1.6. Connection Fee District.

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

ARTICLE II. COST OF LIFT STATION PROJECT

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

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

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

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

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

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

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

ARTICLE III. TERM AND TERMINATION

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

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

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

ARTICLE IV. GENERAL PROVISIONS

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

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

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

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

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

If to the City:

City Administrator
City of Adel
PO Box 248
301 South 10th Street
Adel, IA 50003

If to Cramer:

Cramer & Associates, Inc.

3100 SW Brookside Drive,
Grimes, IA 50111

Notices shall be effective upon receipt or refusal.

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

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

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

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

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


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

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

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


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

CITY OF ADEL, IOWA

By: 
James F. Peters, Mayor

I, Carrie Erickson of the City of Adel, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Adel by Resolution and Roll Call No. 21-64, passed on the 23rd day of August, 2021 and this certificate is made pursuant to authority contained in said Resolution.

Signed this 23rd day of August, 2021.


City Clerk, City of Adel, Iowa

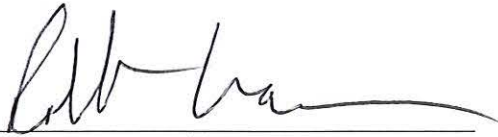
STATE OF IOWA, COUNTY OF DALLAS, ss:

On the 23rd day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James F. Peters and Carrie Erickson to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Adel, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.



Emily J. Light
Notary Public in and for the State of Iowa

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

By: 
Robert Cramer, President

Signature Date: 8/23/21

STATE OF IOWA, COUNTY OF Polk, ss

On this 23 day of August, 2021, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Cramer, to me personally known, who being by me duly sworn did say that he is the President of Cramer and Associates, Inc., that the instrument to which this is attached was signed on behalf of said company by authority of its Board of Directors; and that the said Robert Cramer as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

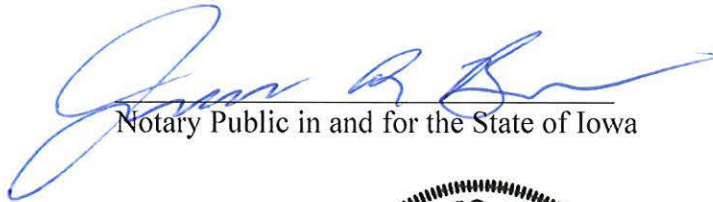

Notary Public in and for the State of Iowa



EXHIBIT A
DESCRIPTION OF LIFT STATION

The Lift Station is planned to include the following improvements:

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

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

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

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

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

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

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

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

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

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

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

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

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



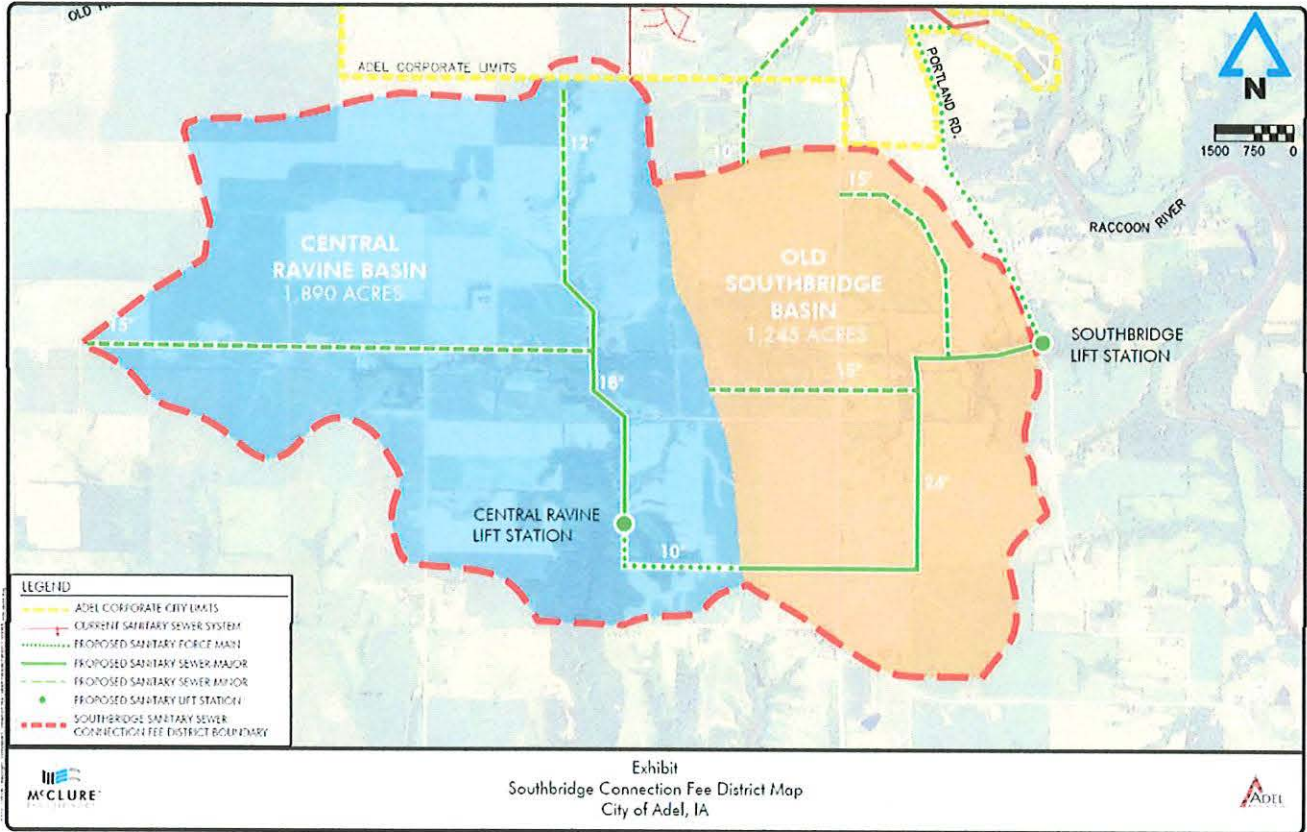
Engineer's Estimated Quantities

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



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

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



01921827-1\10113-120



AGENDA ITEM NO. 5.d
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Consider Approval of Ordinance No. 413, Amending Provisions Pertaining to Bond Requirements for City Officials - First Reading

STAFF/COMMITTEE RECOMMENDATION:

From Simmering-Cory & Iowa Codification 2024 Legislative Summary: "**HF 2398 - Relating to Changes in Bond Requirement for City Officials.** HF 2398 offers as an alternative to procurement of bonds for City officials an insurance policy."

City Staff and City Attorney recommend approval.

ATTACHMENTS:

[Ordinance No. 413, Bonds.pdf](#)

ORDINANCE NO. 413

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, IOWA, BY AMENDING PROVISIONS PERTAINING TO BOND REQUIREMENTS

Be It Enacted by the City Council of the City of Adel, Iowa:

SECTION 1. SECTION MODIFIED. Section 5.02 of the Code of Ordinances of the City of Adel, Iowa, is repealed and the following adopted in lieu thereof:

5.02 BONDS. Surety bonds are provided in accordance with the following:

1. Required. The Council shall provide by resolution for a surety bond or blanket position bond running to the City and covering the Mayor, Clerk, Treasurer, and such other officers and employees as may be necessary and advisable except as allowed in Subsection 5.

(Code of Iowa, Sec. 64.13)

2. Bonds Approved. Bonds shall be approved by the Council.

(Code of Iowa, Sec. 64.19)

3. Bonds Filed. All bonds, after approval and proper record, shall be filed with the Clerk.

(Code of Iowa, Sec. 64.23(6))

4. Record. The Clerk shall keep a book, to be known as the "Record of Official Bonds" in which shall be recorded the official bonds of all City officers, elective or appointive.

(Code of Iowa, Sec. 64.24(1)(a))

5. Insurance Policy in Lieu of Bond. In lieu of a bond, a public officer required to obtain a bond pursuant to Chapter 64 of the *Code of Iowa* may obtain an insurance policy in an amount not less than the amounts required of a bond.

(Code of Iowa, Sec. 64.3)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk



AGENDA ITEM NO. 5.e
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Consider Approval of Ordinance No. 414, Amending Provisions Pertaining to Electronic Meetings - First Reading

STAFF/COMMITTEE RECOMMENDATION:

From Simmering-Cory & Iowa Codification 2024 Legislative Summary: "**SF 2385 - Relating to Electronic Meetings.** Chapter 21 of the *Code of Iowa* regulates public meetings of governing bodies and boards and commission of public bodies. SF 2385 makes changes to the process and conditions of holding electronic meetings for these entities."

City Staff and City Attorney recommend approval.

ATTACHMENTS:

[Ordinance No. 414, Electronic Meetings.pdf](#)

ORDINANCE NO. 414

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, IOWA, BY AMENDING PROVISIONS PERTAINING TO ELECTRONIC MEETINGS

Be It Enacted by the City Council of the City of Adel, Iowa:

SECTION 1. SECTION MODIFIED. Section 5.06 of the Code of Ordinances of the City of Adel, Iowa, is repealed and the following adopted in lieu thereof:

5.06 MEETINGS. All meetings of the Council, any board or commission, or any multi-membered body formally and directly created by any of the foregoing bodies shall be held in accordance with the following:

1. Definitions. The following terms are defined for use in this section.
 - A. “Closed session” means a meeting to which all members of the public do not have access as allowed by Section 21.5 of the *Code of Iowa*.
 - B. “Hybrid meeting” means a meeting involving both remote participation and in-person participation by members.
(Code of Iowa, Sec. 21.8(4)(a))
 - C. “Open session” means a meeting to which all members of the public have access.
(Code of Iowa, Sec. 21.2(3))
 - D. “Remote participation” means real-time participation by a remotely located individual in a meeting which is being held in a different physical location using integrated audio, video, and other digital tools.
(Code of Iowa, Sec. 21.8(4)(b))
 - E. “Reasonable notice” means advising the news media who have filed a request for notice with the governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if not such office exists, at the building in which the meeting is to be held.
(Code of Iowa, Sec. 21.4(1))
 - F. “Teleconference participation” means participation using audio conference tools involving multiple participants in at least two separate locations.
(Code of Iowa, Sec. 21.8(4)(c))
 - G. “Virtual meeting” means a meeting involving real-time interaction using integrated audio, video, and other digital tools, in which participants do not share a physical location.
(Code of Iowa, Sec. 21.8(4)(d))
2. Notice of Meetings. Reasonable notice of the time, date, and place of each meeting and its tentative agenda shall be given.
(Code of Iowa, Sec. 21.4)
3. Meetings Open. All meetings shall be held in open session unless closed sessions are held as expressly permitted by State law.
(Code of Iowa, Sec. 21.3)

4. Minutes. Minutes shall be kept of all meetings showing the date, time, and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session. The minutes shall be public records open to public inspection.

(Code of Iowa, Sec. 21.3)

5. Closed Session. A closed session may be held only by affirmative vote of either two-thirds of the body or all of the members present at the meeting and in accordance with Chapter 21 of the Code of Iowa.

(Code of Iowa, Sec. 21.5)

6. Cameras and Recorders. The public may use cameras or recording devices at any open session.

(Code of Iowa, Sec. 21.7)

7. Electronic Meetings. A governmental body shall provide for hybrid meetings, teleconference participation, virtual meetings, remote participation, and other hybrid options for the members of the governmental body to participate in official meetings. A governmental body conducting a meeting pursuant to this subsection shall comply with all of the provisions of Chapter 21 of the Code of Iowa.

(Code of Iowa, Sec. 21.8)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk



AGENDA ITEM NO. 5.f
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Consider Approval of Ordinance No. 415, Amending Provisions Pertaining to Operating Budget Preparation - First Reading

STAFF/COMMITTEE RECOMMENDATION:

From Simmering-Cory & Iowa Codification 2024 Legislative Summary: "**SF 2442 - Relating to Operating Budget Preparation of a City.** SF 2442 made changes to required dates for a City to comply with when completing their annual operating budget. Includes additional clarification changes adopted in SF 2442."

City Staff and City Attorney recommend approval.

ATTACHMENTS:

[Ordinance No. 415, Fiscal Mgt.pdf](#)

ORDINANCE NO. 415

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, IOWA, BY AMENDING PROVISIONS PERTAINING TO OPERATING BUDGET PREPARATION

Be It Enacted by the City Council of the City of Adel, Iowa:

SECTION 1. SUBSECTION MODIFIED. Subsection 4 of Section 7.05 of the Code of Ordinances of the City of Adel, Iowa, is repealed and the following adopted in lieu thereof:

4. Annual Statement.

(Code of Iowa, Sec. 24.2A(2))

A. On or before 4:00 p.m. on March 5 of each year, the City shall file, with the Department of Management, a report containing all necessary information for the Department of Management to compile and calculate amounts required to be included in the statement mailed under Paragraph B.

B. Not later than March 15, the County Auditor, using information compiled and calculated by the Department of Management shall send to each property owner or taxpayer within the County, by regular mail, an individual statement containing all of the required information as provided under Section 24.2(2)(B)(1-10) of the *Code of Iowa*.

C. The Department of Management shall prescribe the form for the report required under Paragraph A, the statements to be mailed under Paragraph B, and the public hearing notice required under Paragraph D.

D. The Council shall set a time and place for a public hearing on the City's proposed property tax amount for the budget year and the City's information included in the statements under Paragraph B. The proposed property tax hearing shall be set on a date on or after March 20 of the budget year immediately preceding the budget year for which the tax is being proposed. At the hearing, the Council shall receive oral or written testimony from any resident or property owner of the City. This public hearing shall be separate from any other meeting of the Council, including any other meeting or public hearing relating to the City's budget, and other business of the City that is not related to the proposed property tax amounts and the information in the statements shall not be conducted at the public hearing. After all testimony has been received and considered, the governing body may decrease, but not increase, the proposed property tax amount to be included in the City's budget.

(1) Notice of the public hearing shall be published not less than 10 nor more than 20 days prior to the hearing, in a newspaper published at least once weekly and having general circulation in the City. However, if the City has a population of 200 or less, publication may be made by posting in three public places in the City.

(2) Notice of the hearing shall also be posted and clearly identified on the City's internet site for public viewing beginning on the date of the newspaper publication and shall be maintained on the City's internet site with all such prior year notices.

(3) Additionally, if the City maintains a social media account on one or more social media applications, the public hearing notice or an

electronic link to the public hearing notice shall be posted on each such account on a date no later than the date of publication of the notice.

(4) Failure of a newspaper to publish a required notice under this paragraph shall not be considered a failure of a political subdivision to provide required notice under this paragraph if all of the following conditions are met:

a. Notice of the public hearing was provided to each property owner and each taxpayer within the political subdivision in statements required under Subsection 2, Paragraph B.

b. The political subdivision can demonstrate to the county auditor that the political subdivision provided sufficient time for the newspaper to publish the notice.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk



AGENDA ITEM NO. 5.g
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Consider Approval of Ordinance No. 416, Amending Provisions Pertaining to Publication of Minutes - First Reading

STAFF/COMMITTEE RECOMMENDATION:

From Simmering-Cory & Iowa Codification 2024 Legislative Summary: "**SF 2331 - Relating to Publication of Minutes.** SF2331 made changes to the requirements for publication of minutes of a City Council meeting."

City Staff and City Attorney recommend approval.

ATTACHMENTS:

[Ordinance No. 416, Publication.pdf](#)

ORDINANCE NO. 416

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, IOWA, BY AMENDING PROVISIONS PERTAINING TO PUBLICATION OF MINUTES

Be It Enacted by the City Council of the City of Adel, Iowa:

SECTION 1. SECTION MODIFIED. Section 18.04 of the Code of Ordinances of the City of Adel, Iowa, is repealed and the following adopted in lieu thereof:

18.04 PUBLICATION OF MINUTES. Within 15 days following a regular or special meeting of the Council, the Clerk shall cause the minutes of the proceedings of the Council, including the total expenditure from each City fund, to be delivered to a newspaper of general circulation in the City for publication. The publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claims.

(Code of Iowa, Sec. 372.13(6))

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk



AGENDA ITEM NO. 5.h
AGENDA SECTION: NEW
BUSINESS

ADEL CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: September 10, 2024

TO: Mayor & City Council

FROM: Carrie Erickson, City Clerk

AGENDA HEADING: Consider Approval of Ordinance No. 417, Amending Provisions Pertaining to Fire Department Authority to Cite Violations - First Reading

STAFF/COMMITTEE RECOMMENDATION:

From Simmering-Cory & Iowa Codification 2024 Legislative Summary: "**HF 2686 - Relating to Fire Department Authority to Cite Violations.** HF 2686 amended and clarifies, based on specific regulations, who within a fire company is authorized to cite violations."

City Staff and City Attorney recommend approval.

ATTACHMENTS:

[Ordinance No. 417, Fire Officials.pdf](#)

ORDINANCE NO. 417

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ADEL, IOWA, BY AMENDING PROVISIONS PERTAINING TO FIRE OFFICIALS AUTHORITY TO CITE VIOLATIONS

Be It Enacted by the City Council of the City of Adel, Iowa:

SECTION 1. SECTION MODIFIED. Section 35.14 of the Code of Ordinances of the City of Adel, Iowa, is repealed and the following adopted in lieu thereof:

35.14 AUTHORITY TO CITE VIOLATIONS. Fire officials acting under the authority of Chapter 10A, Subchapter V, Part 2 of the *Code of Iowa*, may issue citations in accordance with Chapter 805 of the *Code of Iowa*, for violations of Chapter 10A, Subchapter V, Part 2 of the *Code of Iowa* or a violation of a local fire safety code.
(*Code of Iowa, Sec. 100.41*)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk