



July 7, 2026

Mr. Khalid Gharrawi, Environmental Engineer
Iowa Department of Natural Resources
6200 Park Avenue, Suite 200
Des Moines, Iowa 50321

**RE: Transfer of Title and Permit
Adel Municipal Landfill and Recycling Center
(formerly South Dallas County Sanitary Landfill)
IDNR Permit No. 25-SDP-01-75P
HLW PN 6045-26A.200**

Dear Mr. Gharrawi:

The City of Adel began operating the former South Dallas County Sanitary Landfill, IDNR Permit No. 25-SDP-01-75P, on July 1, 2026. The landfill is now being referred to as the Adel Municipal Landfill and Recycling Center. By virtue of this letter, the City of Adel is requesting the Transfer of Title and Permit for the former South Dallas County Sanitary Landfill to the City of Adel. The request is in accordance with IAC 567-113.4(3), *Transfer of title and permit*.

113.4(3)a

This letter serves as the written request to transfer IDNR Permit No. 25-SDP-01-75P to the City of Adel.

113.4(3)b

The facility is in compliance with Iowa Code chapters 455B and 455D, IAC 567-113, and the provisions of IDNR Permit No. 25-SDP-01-75P.

113.4(3)c

The South Dallas County Sanitary Landfill Agency no longer exists and has transferred all property, personnel, equipment, assets (including restricted closure/postclosure funds), and supplies to the City of Adel. The transfer will allow the City of Adel to continue to operate the landfill in accordance with Iowa Code chapter 455B, IAC 567-113, and the provisions of IDNR Permit No. 25-SDP-01-75P.

The landfill will continue to be operated on the same property and in the same manner as it is now. The City of Adel requests that IDNR Permit No. 25-SDP-01-75P be transferred to the Adel Municipal Landfill and Recycling Center if possible.

The following documentation is attached to this letter to support the request:

Attachment A. Resolution No. 26-39, Resolution Authorizing Staff to Proceed with Transition of Landfill Property and Operations to the City of Adel

Attachment B. Real Estate and Asset Purchase Agreement between the South Dallas County Sanitary Landfill Agency and the City of Adel

Please send future correspondence for IDNR Permit No. 25-SDP-01-75P to the following:

Timothy Vick, City Administrator
City of Adel
301 S. 10th Street, PO Box 248
Adel, IA 50003
(515)993-4525
tvick@adeliowa.gov

Mike Fountas, Director
Adel Municipal Landfill and Recycling Center
2000 Main Street, PO Box 263
Adel, IA 50003
(515)993-3148
mfountas@adeliowa.gov

Please let me know if any additional information is needed to transfer IDNR Permit No. 25-SDP-01-75P to the City of Adel.

Sincerely,
HLW Engineering Group



Douglas J. Luzbetak, P.E.
Project Manager

cc: *Mike Fountas, Adel Municipal Landfill and Recycling Center*

ATTACHMENT A

RESOLUTION NO. 26-39

RESOLUTION AUTHORIZING STAFF TO PROCEED WITH
TRANSITION OF LANDFILL PROPERTY AND OPERATIONS
TO THE CITY OF ADEL

WHEREAS, on April 20, 1970, the City of Adel entered into a 28E Agreement creating the South Dallas County Sanitary Landfill Agency; and

WHEREAS, the South Dallas County Sanitary Landfill Agency was created for the purpose of collecting and disposing of solid waste within its member communities; and

WHEREAS, since 1992, the City of Adel has been the sole member of the South Dallas County Sanitary Landfill Agency; and

WHEREAS, currently all real and personal property, employees, permits, agreements and insurance related to the landfill's operations are held in the name of the South Dallas County Sanitary Landfill Agency; and

WHEREAS, the Adel City Council has authorized proceeding with the transfer of the assets, liabilities and operations of the South Dallas County Sanitary Landfill Agency to the City of Adel to be operated as a City enterprise, to be effective on July 1, 2026; and

WHEREAS, a Real Estate and Asset Purchase Agreement has been prepared formally transferring all real estate and assets of the South Dallas County Sanitary Landfill Agency to the City of Adel.

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

Section 1. That the terms and conditions of the Real Estate and Asset Transfer Agreement are hereby approved, and the Mayor is authorized and directed to sign the Real Estate and Asset Transfer Agreement on behalf of the City of Adel.

Section 2. That City staff, in consultation with legal counsel, is authorized and directed to prepare all documents and take all action which may be necessary or appropriate to carry out the terms of the Real Estate and Asset Transfer Agreement.

PASSED AND APPROVED this 10th day of March, 2026.

T-10
Mayor

ATTEST:

Candi
City Clerk

4927-7021-1476-1\10113-1014

ATTACHMENT B

REAL ESTATE AND ASSET PURCHASE AGREEMENT

This Asset Transfer Agreement (the "Agreement"), dated March 10th, 2026, is entered into between the South Dallas County Sanitary Landfill Agency (the "Agency"), and the City of Adel, Iowa (the "City"). The Agency and the City are occasionally referred herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Agency is an Iowa Code Chapter 28E entity organized to provide for the economic collection and disposal of solid waste produced and generated by its member municipalities.

WHEREAS, the Agency owns and operates certain real property, facilities, equipment, and other assets used in connection with the operation of a sanitary landfill and related solid waste management and disposal activities (collectively, the "Landfill Operations").

WHEREAS, being that the City is currently the sole member of the Agency, it is the intent of the Parties to transfer the operation and management of the Landfill Operations from the Agency to the City.

WHEREAS, in furtherance of this mutual intent, the Agency wishes to sell to the City, and the City wishes to purchase from the Agency, all of the assets of the Agency subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Assets. At closing, the Agency shall sell, convey, transfer and deliver to the City, and the City shall purchase from the Agency, all of the Agency's rights, title, and interest in all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located, which relate to, or are used or held for use in connection with the Landfill Operations (collectively, the "Purchased Assets"), including, without limitation, the assets listed below:

A. Real Property. The Agency shall convey the real property situated in Dallas County, Iowa, locally known as the South Dallas County Landfill and legally described and depicted on **Exhibit A** (the "Real Estate") to the City by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as acceptable to City in its sole discretion.

B. Fixtures. Included with the Real Estate shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the Real Estate, whether attached or detached.

C. Personal Property and Equipment. Agency shall convey all personal property and equipment physically present on the Real Estate or used in the

operation of the Landfill Operations that is personally owned by Agency as of the date of this Agreement, including but not limited to the property described on **Exhibit B** (the "Personal Property"), to City by a bill of sale.

D. Cash. All cash, including all restricted and unrestricted cash balances, and all other cash equivalents.

E. Accounts Receivable. All accounts receivable held by the Agency in connection with the Landfill Operations.

F. Contracts. All contracts, leases, licenses, orders, agreements, promises or similar legally binding arrangements, whether written or oral, used in and necessary to the Landfill Operations and to which the Agency is a party.

G. Rights. All of the Agency's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any of the Purchased Assets.

H. Insurance Benefits. All insurance benefits, including rights and proceeds, arising from or relating to the Landfill Operations or the Purchased Assets.

I. Books and Records. Originals or, where not available, copies, of all books and records necessary and incidental to the Landfill Operations, including, but not limited to, books of account, ledgers, and general, financial, and accounting records; minute books; employee personnel records; machinery and equipment maintenance files; research and development files, records, and data; marketing materials; and quality control records and procedures.

The Agency and City shall execute any and all documents necessary or appropriate to evidence the transfers, including bills of sale, transfers of title, or other documents sufficient to evidence the transfer of free and clear ownership of the Purchased Assets from the Agency to the City. The Agency's chair and the City's city administrator are hereby authorized to execute such documents.

2. Assignment. At closing, the Agency hereby assigns to the City:

A. any and all warranties, express and implied, including warranties of merchantability and fitness for a particular purpose, that Agency may have in the Purchased Assets;

B. any and all claims or causes of action Agency may have arising out of the purchase, use or ownership of the Purchased Assets.

3. Financial Obligations. The City shall assume all executory obligations that the Agency has, to the closing date, incurred or promised to incur for the payment of money, for property acquisition and for the construction, maintenance and operation of the Landfill Operations. Agency assigns all of its right, title and interest to the City in all contracts and agreements that the Agency entered into in the business of operating the Landfill Operations, and

the City shall hold harmless and defend the Agency from all obligations under such contracts and agreements.

4. Employee Transfers. As of the closing date, all Agency employees will be employed by the City with the same compensation and benefits that each employee held with the Agency at the time of their transfer.

5. Closing and Possession.

A. Pre-Closing Access. The City may access the Real Estate prior to the closing date for due diligence purposes and to perform any long lead-time activities that may be necessary for City to assume operations of the Landfill Operations upon Closing, as mutually agreed by the Parties in writing.

B. Closing. Closing shall occur on a date mutually agreed to between the parties on or before July 1, 2026 (the "Closing Date"). This transaction shall be considered closed upon:

i. The delivery and filing of all title transfer documents, including the warranty deed, bill of sale, and any ancillary documents, and

ii. Agency's receipt of all funds due from City under this Agreement ("Closing").

All actions to be taken at the closing pursuant to this Agreement shall be deemed to have occurred simultaneously on the closing date, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such acts, documents and transactions have been taken, delivered or effected. The Parties agree that they may change the closing arrangement by mutual written agreement.

C. Possession. Possession of the Purchased Assets ("Possession") shall be delivered to City on the closing date, subject to Section 5(b) of this Agreement.

6. Purchase Price. At closing, the City shall pay the Agency a total purchase price of one dollar (\$1.00).

7. Effect of Closing. Upon Closing, the City shall assume all legal, contractual and regulatory obligations associated with the Acquired Assets and arising or accruing from the management of the Landfill Operations on or after the closing date (collectively "Assumed Liabilities").

8. Pre-Closing Cooperation. The Agency and the City shall cooperate and promptly take all actions reasonably necessary to consummate the transactions contemplated by this Agreement, including cooperating in obtaining all necessary third-party, governmental, or regulatory approvals or consents.

9. Exclusivity. Between the date of this Agreement and the closing, the Agency shall not solicit, entertain or enter into any discussions, negotiations or similar activities relating to the sale or disposition of any direct or indirect interest in the Acquired Assets.

10. Transaction Expenses. The Agency and the City shall each pay their own expenses (including legal and accounting fees and disbursement and required filing fees) in connection with the transactions contemplated by this Agreement.

11. Risk of Loss and Insurance.

A. Risk of Loss. Agency shall bear the risk of loss or damage to the Purchased Assets prior to closing.

B. Insurance against Loss. Agency shall maintain its current insurance with respect to all Purchased Assets up to and including the closing date. The City may purchase additional insurance against the Purchased Assets prior to the closing date.

C. Event of Loss. If any of the Purchased Assets are substantially damaged or destroyed prior to closing, the City may elect to take any of the following actions:

i. Terminate this Agreement by providing written notice of termination to Agency.

ii. Proceed to closing and receive all insurance proceeds payable under policies carried under Section 11(b).

12. The Agency's Representations and Warranties. The Agency represents to the City, as of the date of this Agreement and as of the closing date, as follows:

A. The Agency has the power and the authority to execute and deliver this Agreement, legally transfer the assets contemplated by this Agreement, and perform its obligations under this Agreement.

B. This Agreement has been duly authorized, executed, and delivered by the Agency.

C. The Agency is legally qualified to own, use, and sell the Purchased Assets in accordance with the applicable state and federal laws, rules and regulations.

D. There is no pending or threatened claim, legal action or other legal, administrative or tax proceeding pending, to the knowledge of the Agency, threatened against the Agency, which, if adversely determined would reasonably be expected to have a material adverse effect on the Landfill Operations, the Purchased Assets or the ability of the Agency to perform its obligations under this Agreement.

E. The Agency has good and marketable and valid record and equitable title to, and is the lawful owner of, the Purchased Assets, free and clear of any lien. The Agency has the full right to sell, convey, transfer, assign and deliver the Purchased Assets to the City.

F. The Purchased Assets are, and the Agency's Landfill Operations are, to the Agency's knowledge, in material compliance with all applicable federal, state, and local environmental laws and requirements, and the Agency has, to its knowledge, conducted all hazardous material activities involving the Purchased Assets and the Landfill Operations in material compliance with all environmental laws and requirements. The Agency has not received any written notice from any governmental or regulatory authority that alleges it is in violation of any environmental law or requirement or has any liability arising under any environmental law or requirement, including any investigatory, remedial or corrective obligation, relating to the Purchased Assets.

G. To the Agency's knowledge, no representation by the Agency contained in this Agreement nor any other agreement, document, or certificate delivered herewith, or furnished or to be furnished by or on behalf of the Agency to the City in connection with this Agreement contains any untrue statement of a material fact, or omits to state any material fact required to make the statements contained therein not misleading. There is no fact known to the Agency that has specific application to the Agency, the Landfill Operations, or the Purchased Assets that materially adversely affects or, as far as the Agency can reasonably foresee, materially threatens, the Purchased Assets or the Landfill Operations that has not been set forth in this Agreement or otherwise disclosed to the City in writing.

13. The City's Representations and Warranties. The City represents to the Agency, as of the date of this Agreement and as of the closing date, as follows:

A. The City has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

B. This Agreement has been duly authorized, executed and delivered by the authorized representative of the City.

C. The City is legally qualified to acquire, own, and use the Purchased Assets in accordance with applicable state and federal laws, rules and regulations.

14. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Iowa. The parties agree that the sole and exclusive venue for any and all actions in connection with this Agreement must be brought in Dallas County, Iowa. Each party hereby waives any right it may have to demand that a jury hear and decide any matter in dispute.

15. Entire Agreement. This Agreement constitutes all the terms, conditions, and understandings agreed upon by the parties relating to the subject matter of this Agreement and no

other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties.

16. Binding Effect. All terms, covenants, and agreements contained in this Agreement will be binding upon and will insure to the benefit of the successors, assigns, and legal representatives of the respective parties.

17. Further Assurances. After the closing, each party shall at the request of, and without further cost or expense to the other, execute and deliver such further instruments and perform such further acts as may be reasonably required to carry out the intent and purposes of this Agreement.

18. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

19. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) the same day if delivered personally or via email prior to 5:00 p.m. at the place of delivery; (b) the next business day if sent by overnight delivery via a reliable express delivery service or if delivered personally or via email after 5:00 p.m. at the place of delivery; or (c) five (5) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the City:
Tim Vick
City Administrator
City of Adel
301 S. 10th Street
PO Box 248
Adel, IA 50003

If to the Agency:
Shirley McAdon
Agency Chair
1305 South 15th Street
Adel, IA 50003

Any party may change the address to which notices, requests, demand, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

20. Headings. Paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

21. Force Majeure. Neither the City nor the Agency will be liable for delays in performance caused by acts of God or government regulatory authority, war, riot, sabotage, storm, flood, inclement weather, strike, or work stoppage, or other cause beyond the reasonable control of the City or the Agency.

22. Counterpart Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail

message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

23. Severability. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement and the application of its remaining provisions will not be affected, unless the Agreement without the unenforceable provisions fails in an essential purpose. If any provision is held to be unenforceable, the parties will work together to amend this Agreement to reflect the parties' original intention.

24. Amendments. Any and all changes or amendments to this Agreement must be in writing and duly executed by both parties.

25. Agreement Construction. The Recitals are by this reference incorporated in this Agreement. Words and phrases used in this Agreement are intended to be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context.

26. Consultation with Independent Counsel. The parties have each consulted with and been counseled by their own legal counsel and are entering into this Agreement voluntarily and with a full understanding of the meaning and legal effects of each provision contained in this Agreement. The parties and their respective legal counsel have been involved in the negotiation and drafting of this Agreement. In the event of any dispute regarding the interpretation of any provision of this Agreement, the parties agree that this Agreement and the provisions hereof shall not be construed against any one party as the drafter of this Agreement.

[end of text; next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date above first written.

City of Adel, Iowa

By: T-/m

Name: Timothy Crannell

Title: Mayor

South Dallas County Sanitary Landfill Agency

By: Shirley McAdon

Name: Shirley McAdon

Title: Chair

Exhibit A
Real Estate

1. Dallas Co. Parcel No. 1130300011, legally described in the attached survey
2. The Access Road Easement, legally described in the attached Exhibit G

Exhibit B
Personal Property

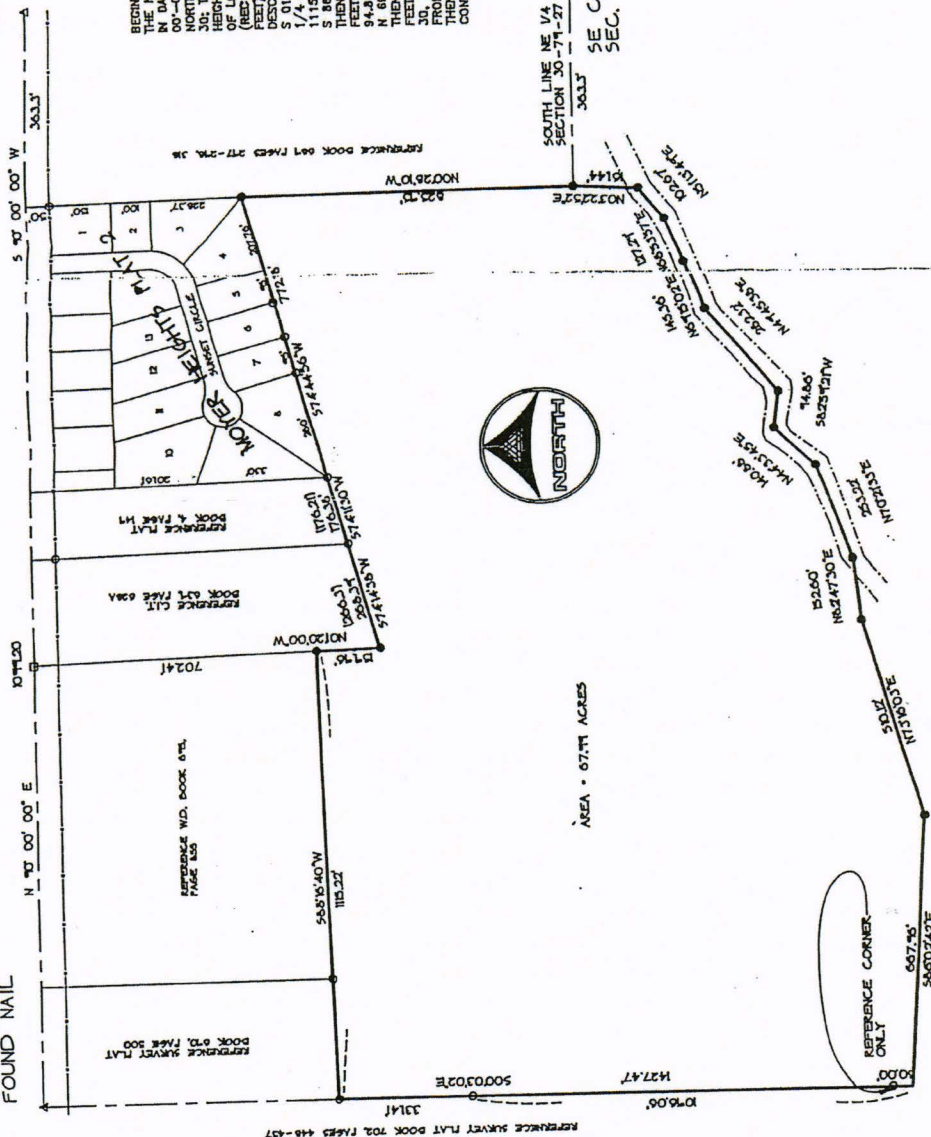
2010 Doppstadt SM 720 Trommel
Ecoverse Doppstadt Inventhor Type 6 Slow Speed Shredder
2024 Caterpillar 963 Track Loader
2018 John Deere 350G Excavator
H260 Compacter
Toolcat
Property Scheduled
2019 Komatsu D61N Dozer
1997 John Deere 770CH Road Grader
1997 Terex 3066C
1998 Komatsu PC150LC-6
2014 Freightliner FM 2 Water Truck

4906-4008-8973-1\10113-1014

SOUTH DALLAS COUNTY LANDFILL COMMISSION SURVEY

NW COR., SE 1/4, NW 1/4
SEC. 30-79-27
FOUND NAIL

NE COR. SW 1/4, NE 1/4
SEC. 30-79-27
FOUND NAIL

[illegible]

NE 1/4
79-27
A

CERTIFICATION: I HEREBY CERTIFY THAT THIS MAP, PLAT OR SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

THOMAS V. CRAFT
RED, L.S. NO. 7549
DATE: 20 OCTOBER 1972
MY REGISTRATION EXPIRES DECEMBER 31, 1993

DATE _____
MY REGISTRATION EXPIRES DECEMBER 31, 1993

LEGAL DESCRIPTION OF EASEMENT FOR ACCESS ROAD TO LANDFILL

Commencing at the SE corner of Lot 3 of Moyer Heights, Plat 2 in the NE 1/4, Section 30, T79N, R 27W of the 5th P.M. in Dallas County, Iowa, thence S 00 28' 10" E. 825.95 feet, thence S 03 22' 52" W 161.44 feet, thence S 51 13' 49" W 102.67 feet, thence S 68 53' 57" W 127.29 feet, thence S 69 15' 02" W 27.05 feet to the point of Beginning of said easement, thence S 00 00' 08" E 316.15 feet with an easement width of 60 feet on the westerly side of said line and an easement width of 25 feet on the easterly side of said line, thence S 06 14' 12" W 1038.2 feet with an easement width of 25 feet on each side of said line, which terminates at the North right of line of Main Street.