ADM Community School District, in partnership with our communities, is committed to engaging all students in a challenging and supportive learning environment that ensures individual student success as measured by a comprehensive system of assessments.

"Experiencing Success Today, Achieving Dreams Tomorrow"

NOTICE OF PUBLIC MEETING

You are hereby notified that the Board of Directors of the Adel DeSoto Minburn Community School District will meet in special session at 7:00 a.m. on the 5th day May 2014, in the Board Room, Adel, Iowa.

The tentative agenda is as follows:

BOARD MEETING AGENDA
BOARD ROOM

OPENING:
7:00 Call to order
Roll call

ACTION ITEMS:
7:05 Fence replacement for MS Softball Field

ADJOURNMENT:
7:30 Adjournment

May 5, 2014
7:00 A.M.
Adel DeSoto Minburn Board of Education
Special Meeting – Monday, May 5, 2014
7:00 a.m. @ ADM MS Board Room

Attendance:
Present: Tim Canney
Bart Banwart
Rod Collins
Kim Roby
Superintendent Greg Dufoe
Secretary Nancy Gee

Absent: Kelli Book

Call to Order/Roll Call: President Tim Canney called the meeting to order. Roll call was taken. Present were Bart Banwart, President Tim Canney, Vice President Kim Roby, and Rod Collins. Kelli Book was absent.

Fence Replacement for Middle School Softball Field: It was moved by Banwart, seconded by Roby, to approve the contract from American Fence Company for the fencing around the Middle School softball field for $17,500 and an additional batting cage for $6,735. Another quote was received from Des Moines Steel Fence, Co., Inc. for $23,645 for the fencing and $8,800 for the batting cage. Motion carried unanimously.

Adjournment: It was moved by Collins, seconded by Banwart to adjourn. Motion carried unanimously. President Canney adjourned the meeting at 7:05 a.m.

Minutes approved as
Tim Canney, President

Dated
Nancy Gee, Secretary
AMERICAN FENCE COMPANY

13225 Industrial Rd.  1922 Delaware  3331 N. 35th Street  2205 E. Pky 10  47051 Charlotte Ct  5930 Lackman Road
Omaha, NE 68144  Des Moines, IA 50317  Lincoln, NE 68504  Grand Island, NE 68802  Sioux Falls, SD 57106  Lenexa KS, 66219
Fax 402-896-9730  Fax 515-265-6100  Fax 402-467-2512  Fax: 308-395-3901  Fax: 913-492-8774

Date:  4/29/2014  Phone:  515-993-4283  Fax:  

Customer Name:  ADM Schools
Billing Address:  801 Nile Kinnick Dr
Location of Job:  Adel JV Softball Field
City:  Adel  State:  Iowa  50003
Cell Phone:  E-Mail  doee@adm.k12.ia.us

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All posts for backstop and 16' tall fence to be in 12”x48” concrete footings, all out field posts in 8x42” footings. All posts for 6’ tall fence in 10”x42” footings. Add $2751 for AFC to provide and install 4” line topper (red) to all 4’ tall fence.

Backstop and 16’ tall fence- $10,500.00
Front of dugouts- $1,160.00
Sidelines-$2,840.00
Outfield fence- $3,200.00

Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. staked the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer’s property. Customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses for damage to utilities and/or property if the contract price is not paid when due, thereby allowing American Fence Co. to trespass on to their property and remove fence at the company’s discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. Customer agrees to allow American Fence Co. to re-plant the fence based on the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado, and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal.

American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

We will provide materials and labor in accordance with the above specifications for the sum of $17,500.00

Authorized Signature:  
Customer/Contractor Signature:  

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586'4758'0.16'Location of Job: Adel JV Softball Field
American Fence Company

Date: 4/9/2014 Phone: 515-993-4283 Fax: 308-368-9939

Customer Name: ADM Schools
Billing Address: 801 Nile Kinnick Dr
Location of Job: Adel High School
City: Adel State: Iowa Zip: 50003
Cell Phone: 9 ga 3" E-Mail coachdillinger@gmail.com

Diagram

Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. staked the fence based on the proposal and in consideration of existing utilities that do not reflect the actual location of customer's property.

Customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems.

Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company’s discretion. Furthermore, customer agrees to indemnify American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month - 60% per annum will apply to delinquent accounts past 10 days.

We will provide materials and labor in accordance with the above specifications for the sum of $__________.

Authorized Signature: [Signature] Date: April 9, 2014

Customer/Contractor Signature: [Signature] Date: [Signature] Date:
Des Moines Steel Fence Co., Inc

TO   Adel Desoto
Attn: Rick

Email: coachdillinger@gmail.com

PROJECT NAME & ADDRESS:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>PRICE EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.)</td>
<td></td>
<td>Dugouts</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Labor and materials to replace 32' of 8' tall chain link fabric on the fronts of the dugouts.</td>
<td>$ 780.00</td>
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<td></td>
<td></td>
<td><strong>Optional tear out &amp; haul away</strong></td>
<td>$ 150.00</td>
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<tr>
<td>5.)</td>
<td></td>
<td>Optional materials cost for new red cap on all the new red caps on all the new 4' fence.</td>
<td>$ 1,065.00</td>
<td></td>
</tr>
<tr>
<td>6.)</td>
<td></td>
<td>Labor to repair the rail at the top of the existing backstop and straighten a post in the outfield.</td>
<td>$ 275.00</td>
<td></td>
</tr>
<tr>
<td>7.)</td>
<td></td>
<td>Materials cost only for new red cap on the existing black vinyl field.</td>
<td>$ 1,195.00</td>
<td></td>
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<tr>
<td>8.)</td>
<td></td>
<td>Labor and material to add another 14' x 70' x 12' batting cage on the side of the existing one with a chain link top &amp; new 4' walk gates.</td>
<td>$ 8,880.00</td>
<td></td>
</tr>
</tbody>
</table>

**Customer must apply for fence permit.**

Property lines and any required permits are the responsibility of the owner or general contractor, unless otherwise noted.

Any private utilities, including propane and sprinkler lines, must be located by customer. Any damages are not the responsibility of Des Moines Steel Fence.

You are hereby authorized to furnish and install the above described fencing of the prices and upon terms and conditions specified herein. (we) accept full responsibility for the location of all property lines, and (we) hereby consent to Company's entry upon the property where the fence is to be installed and to Company's removal of said fence, without notice. If the contract is not paid in full when due, (we) hereby warrant that (we) are in and entitled to possession of the property where the fence is to be installed, and (we) hereby agree to Indemnify Company for any damage to said property because of the removal of said fence as foreclosed. (we) understand that all the terms and conditions set forth herein are subject to act of God, government action, strikes, labor disturbances, fires, additional areas, floods, earthquakes, inability to obtain the materials described herein, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond Company's control, whether or not similar to any of the causes specifically enumerated, and if performance in whole or part is prevented or hindered, or cost is abnormally increased as a result thereof, Company shall not be liable for any losses, damages or delay occasioned thereby, and performance hereunder shall be excused without liability on Company's part. (we) further understand that this order constitutes the agreement between the parties in reference to material described herein.

2% monthly interest will be charged on all past due accounts over 30 days. Reasonable collection and attorney fees will be assessed on all accounts placed for collection. Customer will be responsible for any restocking or permit fees incurred if job is cancelled prior to installation. No materials accepted for return without authorization.

IMPORTANT - All owners, principals, partners and senior staff members signing below, by execution of this contract, give their full and unconditional personal guarantee for the entire fulfillment of this contract and its contract conditions and terms.

Must be signed by owner, proprietor, or corporate officer.

Robert Ayers
04/21/14
### PROPOSAL

**PROJECT NAME & ADDRESS:**

**TO:** Adel Desoto  
**Attn:** Rick  
**Email:** coachdillinger@gmail.com

**DATE:** 04/21/14

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>1.) Backstop - Dugout to Dugout</td>
<td></td>
<td>Labor and materials to install 28' x 22' x 20' tall backstop with a 4' overhang along with 30' of 16' tall fence on each wing coming out to the dugouts.</td>
<td>$11,690.00</td>
<td><strong>Optional tear out &amp; haul away</strong> $1,300.00</td>
</tr>
<tr>
<td>2.) Baselines</td>
<td></td>
<td>Labor and materials to install 148' of new 4' tall galvanized chain link fence on the baselines.</td>
<td>$1,790.00</td>
<td><strong>Optional tear out &amp; haul away</strong> $550.00</td>
</tr>
<tr>
<td>3.) Outfield</td>
<td></td>
<td>Labor and materials to install 355' of new 4' tall galvanized chain link fence on the outfield.</td>
<td>$3,950.00</td>
<td><strong>Optional tear out &amp; haul away</strong> $900.00</td>
</tr>
</tbody>
</table>

Property lines and any required permits are the responsibility of the owner or general contractor, unless otherwise noted. Any private utilities, including propane and sprinkler lines, must be located by customer. Any damages are not the responsibility of Des Moines Steel Fence.

You are hereby authorized to furnish and install the above described fencing at the prices and upon terms and conditions specified herein. I (we) accept full responsibility for the location of all property lines, and I (we) hereby consent to Company's entry upon the property where the fence is to be installed and to Company's removal of said fence, without notice, if the contract is not paid in full when due. I (we) hereby warrant that I (we) am in and entitled to possession of the property where the fence is to be installed, and I (we) hereby agree to indemnify Company and hold it harmless for any damages to said property because of the removal of said fences as foreseen. I (we) understand that all the terms and conditions set forth herein are subject to act of God, governmental action, strikes, labor disturbances, fire, additional taxes, floods, earthquakes, inability to obtain the materials described herein, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond Company's control, whether or not similar to any of the causes specifically enumerated, and if performance in whole or part is prevented or hindered, or cost is abnormally increased as a result thereof, Company shall not be liable for any expenses, damages or delay occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the agreement between the parties in reference to materials described herein.

2% monthly interest will be charged on all past due accounts over 30 days. Reasonable collection and attorney fees will be assessed on all accounts placed for collection. Customer will be responsible for any restocking fees or permit costs incurred if job is cancelled prior to installation. No materials accepted for return without authorization.

**IMPORTANT - All owners, principals, partners and senior staff members signing below, by execution of this contract, give their full and unconditional personal guarantee for the entire fulfillment of this contract and its contract conditions and terms.**

Must be signed by owner, proprietor, or corporate officer.

Robert Ayers  
[Signature]  
04/21/14