

**-NOTICE OF A PUBLIC MEETING-**  
**Governmental Body: Van Meter City Council**  
**Date of Meeting: Monday, August 12, 2013**  
**Time/Place of Meeting: 7:00 p.m. – City Hall, 505 Grant St**

Business Meeting Agenda:

1. Call to Order
2. Approval of Agenda
3. Introductions
4. Citizens Hearing
5. Consent Agenda:
  - a. Approve the Minutes of July 15, July 17, and August 2, 2013 Council Meetings
  - b. Approve the July Claims list
  - c. Approve the July Financial Statement
  - d. Approve Main Street Storm Sewer Project Change Order #1
  - e. Approve SRTS Sidewalk Project Pay Estimate No 1 in the amount of \$100,595.11 to Dennis Carter
  - f. Approve a Memorandum of Understanding with the Van Meter Community School District for the construction of a Sanitary Sewer Main southerly along R16
  - g. Approve an Agreement with Knapp Properties for the construction of a Sanitary Sewer Main southerly along R16
6. Consideration of the Van Meter Community School's East Campus Site Plan – Forwarded from Planning and Zoning with a recommendation for approval.
7. Consideration of the Van Meter Community School District's proposal to construct a pedestrian underpass under R16.
8. A resolution setting the date and time for a public hearing and receipt of bids for the Richland Road Sanitary Sewer Project.
9. Public hearing on Essential Purpose Loan Agreement
10. Public hearing on General Purpose Loan Agreement
11. Resolution taking additional action to enter into a Loan Agreement, approving Bond Purchase Agreement and authorizing call of Bonds
12. Resolution setting date for public hearing on urban renewal plan amendment
13. Reorganization Plan Discussion and Guidance
  - a. Approve and Adopt Council Committee/Liaison Assignments
14. Reports:
  - a. Parks/Recreation
  - b. Library
  - c. Public Safety
  - d. Public Works
  - e. Attorney
  - f. Engineer
  - g. Council
  - h. Mayor
  - i. City Administrator
15. Adjourn

# Agenda Item #1 - Call to Order

Submitted for:

Recommendation:

Sample Motions:

Mayor: *The time is Seven O'clock PM on Monday, August 12, 2013. I hereby call this meeting of the Van Meter City Council to order.*

# Agenda Item #2 - Approval of the Agenda

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Do I hear a motion to approve the agenda?*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll call please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The agenda is adopted. Thank you.*

# Agenda Item #3 - Introductions

Submitted for:

Information

Recommendation:

Sample Language:

Mayor: *Would those present please introduce themselves?*

# Agenda Item #4 - Citizens Hearing

Submitted for:  
Information  
Recommendation:

Sample Language:

Mayor: *At this time I will recognize members of the public that would like to address the City Council. Once given the floor those addressing the City Council will be given 5 minutes to read their comments into the record.*

# Agenda Item #5 - Consent Agenda

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please review the Consent Agenda.*

Staff: *Gives Review.*

Mayor: *Does the City Council wish to discuss any item on the consent agenda separately? If not, I would entertain a motion to approve a Resolution Adopting the Consent Agenda as it has been presented to us.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The Consent Agenda is adopted. Thank you.*

- 1) The Van Meter City Council met for a regular council meeting on Monday, July 15, 2013 at City Hall. Mayor Allan Adams called the meeting to order at 7:00PM. The following council members were present upon roll call: Richard Booge, Bob Lacy, Becca Wiederholt, Kim Sacker, and Adam Coyle.

Also present were, Jerry Oliver, Tom Wittman, Library Board President Rachel Backstrom, Library Director Jolena Welker, Library Assistant Michelle Boren, Public Safety Director William Daggett, City Engineer Bob Veenstra, City Attorney Erik Fisk, and City Administrator Jake Anderson.

- 2) Mayor Adams asked for a motion to approve the agenda. Motioned by Lacy supported by Wiederholt. Passed unanimously.
- 3) Introductions were made.
- 4) Mayor Adams opened the citizens hearing. Hearing none Mayor Adams closed the citizens hearing.
- 5) Mayor Adams reviewed the consent agenda, and asked for discussion. City Administrator Anderson noted amendments to the claims list. Mayor Adams asked for a motion to adopt, “A Resolution Adopting the Revised Consent Agenda.” which included the following:
  - a. Minutes of the May 13, and May 21, 2013 council meetings
  - b. June Claims list

3E ELECTRICAL ENG & EQUIP	\$ 219.04
ACCO	\$ 574.00
TYCO INTERGRATED SECURITY	\$ 120.00
AG SOURCE LABORATORIES	\$ 292.00
AMERICAN LIBRARY ASSOC	\$ 175.00
ANDERSON SERVICE	\$ 130.00
BOB BROWN CHEVROLET	\$ 3.72
BOY SCOUTS OF AMERICA	\$ 535.00
CARPENTER UNIFORM CO	\$ 139.78
CASEY'S GENERAL STORE	\$ 1,005.87
CENTURY LINK	\$ 332.46
CITY OF DESOTO	\$ 34.93
COAST TO COAST SOLUTIONS	\$ 287.00
COMPASS BUSINESS SOLUTIONS	\$ 1,060.67
CONSUMER REPORTS	\$ 26.00
CULLIGAN	\$ 34.45
DAKOTA SUPPLY GROUP	\$ 508.95
DALLAS COUNTY NEWS	\$ 115.87
DANKO	\$ 1,011.00
DAVID SMITH	\$ 45.00
DEPT OF ADMINSTRATIVE SERVICES	\$ 250.00
EFTPS	\$ 8,834.32
ELECTRONIC ENGINEERING	\$ 209.04
EMERGENCY MEDICAL PRODUCTS	\$ 27.75
GREATER DALLAS CO - GDCDA	\$ 2,032.00
HEARTLAND COOP	\$ 119.20

HERMAN WELDING	\$ 600.00
HILL BROS ASPHALT CORP	\$ 825.00
IOWA DNR	\$ 100.00
IOWA LEAGUE OF CITIES	\$ 622.00
IOWA LIBRARY SERVICES	\$ 391.44
IOWA ONE CALL	\$ 45.20
IPERS	\$ 4,806.02
JIMS JOHNS INC	\$ 50.00
JONES CREEK APPAREL	\$ 2,034.11
LESLIE HERMAN RAGBRAI SIGNS	\$ 775.30
LOWE'S OFFICE SUPPLIES	\$ 63.22
MAFFIN OUTDOOR POWER & AUTO MAINSTAY NETWORK	\$ 304.51
MAINTENANCE	\$ 670.00
MATHESON TRI GAS INC OXYGEN	\$ 32.60
MICHAEL FREDERICK BOOKS	\$ 32.00
MIDAMERICAN ENERGY GAS/ELEC	\$ 2,225.71
MIDWESTERN CULVERT LTD	\$ 292.30
MORRIS EXCAVATING LTD	\$ 220.00
MURRAY'S AUTO PIT STOP	\$ 90.28
OFFICE DEPOT	\$ 196.02
PETE HOWE INDUSTRIAL	\$ 3,621.20
REBECCA WIEDERHOLT	\$ 524.73
RHODES INC	\$ 1,056.77
TREAS - STATE OF IOWA W/H	\$ 1,628.00
US POSTMASTER	\$ 184.00
VEENSTRA & KIMM INC	\$24,016.27
VERIZON WIRELESS	\$ 304.22
VM REC FOUNDATION	\$ 8,239.06
WASTE CONNECTIONS	\$ 5,717.35
WEBSPEC DESIGN	\$ 1,000.00
WELLS FARGO CC	\$ 1,025.91
WHITFIELD & EDDY PLC	\$ 575.00
***** REPORT TOTAL *****	\$80,391.27

c. Approve the May Financial Statement

FUND	RECIEPTS	DISBURSMENTS
001 GENERAL	\$ 32,598.18	\$ 40,262.63
051 LIBRARY TECHNOLOGY FUND	\$ 0.01	\$ -
110 ROAD USE TAX	\$ 4,601.46	\$ 7,533.77
112 EMPLOYEE BENEFITS	\$ 7,455.55	\$ 3,303.51
119 EMERGENCY FUND	\$ 660.60	\$ -
121 LOCAL OPTION SALES TAX	\$ 7,644.76	\$ 7,644.76
125 TIF-CR ESTATE	\$ 9,056.51	\$ -
126 TIF-WH PINES SUBDIVISION	\$ 2,947.62	\$ -
180 PARK/REC TRUST FUND	\$ 8,111.02	\$ -
182 LIBRARY TRUST FUND	\$ 0.17	\$ 469.68

183 VM COMMUNITY BETTERMENT	\$ 3,327.00	\$ 3,727.74
200 DEBT SERVICE	\$ 7,754.53	\$ -
600 WATER	\$ 16,023.76	\$ 8,748.61
610 SEWER	\$ 11,073.70	\$ 7,129.51
*****REPORT TOTAL*****	\$111,254.87	\$ 78,820.21

d. Approve the June Financial Statement/Quarterly Investment Report

FUND	RECIEPTS	DISBURSMENTS
001 GENERAL	21,520.83	60,640.95
051 LIBRARY TECHNOLOGY FUND	0.01	0
058 FARMERS MARKET	275	37.6
110 ROAD USE TAX	7,815.92	17,508.60
112 EMPLOYEE BENEFITS	992.4	3,811.40
119 EMERGENCY FUND	76.71	0
121 LOCAL OPTION SALES TAX	8,239.06	8,239.06
125 TIF-CR ESTATE	0	37,788.58
126 TIF-WH PINES SUBDIVISION	1,163.18	0
127 TIF-POLK CO. BANK	0	8,601.15
180 PARK/REC TRUST FUND	0.15	6,835.80
182 LIBRARY TRUST FUND	50.18	768.66
183 VM COMMUNITY BETTERMENT	1,108.70	2,216.27
200 DEBT SERVICE	880.19	66,865.00
205 DEBT SERVICE-WATER	0	28,398.75
213 DEBT SERVICE-LIFT STATIO	0	11,887.51
600 WATER	10,143.98	10,144.98
610 SEWER	10,752.63	9,276.96
*****REPORT TOTAL*****	63,018.94	273,021.27

- e. Resolution #2013-28, “A Resolution Transferring Funds”
- f. Resolution #2013-29, “A Resolution Appointing William Daggett as Director of Public Safety”
- g. Approve a Police Reserve Program/Public Safety Officer Department Policy Revisions
- h. Approve an Agreement for Professional Services with V&K for the engineering services for the Richland Road Sanitary Sewer
- i. Approve Main Street Extension Project Change Order #1
- j. Approve a proposal from Kelly Cortum Inc. for the construction of the Main Street Storm Sewer Outlet
- k. Resolution #2013-30 “Waiving Building Permit Fees, Water Connection Fees, and Sewer Connection Charges for the first two permits issued for new residential construction between July 1, 2013 and September 30, 2013.”

Lacy moved supported by Sacker to adopt and approve Resolution #2013-31, “A Resolution Adopting the Revised Consent Agenda” less item “g” the Police Reserve Program/Public Safety Officer Department Policy Revision to be considered separately. Passed unanimously.

Public Safety Director Daggett presented his revised Police Reserve Program/Public Safety Officer Department Policy Revisions. Lacy suggested that individual volunteer officers should be interviewed and approved by the City Council or at least a Council Committee as opposed to the Council authorizing a number of positions. Coyle moved supported by Wiederholt that volunteer officers be interviewed by staff and a recommendation for approval be brought to the Council for final approval. On roll call the votes were as follows: Lacy – NO; Booge – YES; Wiederholt – YES; Coyle – YES; Motion passed and approved.

- 6) Jerry Oliver and Tom Wittman representing Knapp Properties presented to the City Council both a preliminary and final plat on the Hilltop Property. Oliver noted that Knapp Properties has been in conversation with the City regarding sanitary sewer and is planning to participate in a larger sanitary sewer project that will benefit the four lots affronting Richland Road/R16 and that consistent with previous discussions with the Planning and Zoning Commission and City Council the plats propose septic tanks and lateral fields for the back two lots as the topography on the property is such that gravity sewer in the Richland Road corridor cannot to serve the back lots. Oliver went on to note that all 6 lots are in excess of an acre. Oliver noted as per discussions with City Staff the alleviation of the development standards related to improving the road back to the cemetery.

City Engineer Veenstra presented comments suggesting the Council require an additional fire hydrant in the northwest corner of the development. Veenstra suggested the Council approve of the preliminary plat subject to the comments set forth in his letter to Jake Anderson dated June 14, 2013. City Attorney Erik Fisk reported that he had been in conversation with the attorney for Knapp Properties and that Knapp will be deeding the cemetery road to the City in order to meet the frontage requirements for the back two lots. Veenstra also suggested the Council recommend approval of the final plat subject to bonding and improvements. Lacy moved supported by Wiederholt to approve the preliminary plat subject to staff comments and Knapp deeding the City the cemetery road. On roll call the votes were as follows: Lacy – YES; Booge – YES; Wiederholt – YES; Coyle – NO; Motion passed and approved. Lacy moved supported by Booge to approve the final plat subject to improvements and bonding. On roll call the votes were as follows: Lacy – YES; Booge – YES; Wiederholt – YES; Coyle – NO; Motion passed and approved.

- 7) Jolena Welker presented the Library's annual report in accordance with Chapter 22.09 of the Van Meter Code of Ordinances. Welker noted various changes the library has undertaken in the past year particularly the digitization of the card catalog and the hiring of the new library assistant Michelle Boren. Mayor Adams and the City Council thanked Welker for the information and praised her for her work.
- 8) City Administrator Anderson presented a resolution to the City Council fixing a date for public hearings on a proposal to enter into loan agreements and borrow money in a principle amount not to exceed \$995,000 and authorizing the use of a preliminary official statement in connection therewith. Anderson explained that the proposed resolution initiates the borrowing that the Council directed staff to proceed with in February which was delayed due to certain economic development opportunities and that the resolution establishes Monday, August 12, 2013 at 7:00PM as the date and time for the public hearing. Lacy moved supported by Coyle to approve and adopt Resolution #2013-31. Passed unanimously.
- 9) Mayor Adams opened the public hearing on a proposed resolution annexing certain property into the City of Van Meter. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing and asked for a motion to approve and adopt Resolution #2013-33. Moved by Lacy supported by Coyle. Passed unanimously.
- 10) Mayor Adams asked City Administrator Anderson to present the proposed action initiating the rezoning of the JSC and Diligent property from Agriculture to Business Park. Anderson explained the property annexed by the Resolution #2013-33 entered the City limits zoned Agricultural and that the Site Certification program requires that our entire site be annexed and properly zoned. Anderson asked the Council to exercise its authority to initiate the rezoning of the property to Business Park. Moved by Lacy supported by Wiederholt. Passed unanimously.
- 11) Mayor asked City Engineer Bob Veenstra, and Linda Wunsch with the Dallas County Development Alliance to update and brief the Council on the status of the Certified Site project. Wunsch and Veenstra explained the progress made and work left to do on various aspects of the certification.
- 12) Mayor Adams opened the public hearing on the first reading of a proposed ordinance amending Chapter 155 of the Van Meter Code providing for the Building Code. Anderson noted that the proposed ordinance updates the Code from the 2006 version of the International Building Codes to the 2012 version of the International Building Codes. Hearing no public comment and having received none in writing Mayor

Adams closed the public hearing and asked for a motion to approve the first reading of the proposed ordinance. Moved by Lacy supported by Coyle. Passed unanimously. Mayor Adams asked if there was interest in waiving the second reading of the proposed ordinances. Moved by Lacy supported by Coyle. Passed unanimously. Mayor Adams asked if there was interest in waiving the third reading of the proposed ordinances. Moved by Lacy supported by Coyle. Passed unanimously. Mayor Adams then asked for a motion to approve and adopt the proposed ordinance. Moved by Lacy supported by Sacker. Ordinance 237 passed and approved unanimously.

- 13) Mayor Adams asked City Administrator Anderson to present the proposed ordinance amending the Code of Ordinances by amending the chapter concerning the "Council" by amending the Council's compensation. Anderson noted that per the Council's direction the proposed annual amount was amended to \$1,000 per year per member. Mayor Adams then opened the public hearing on the third reading of the proposed ordinance. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing and asked for a motion to approve the third reading of the proposed ordinance. Moved by Wiederholt supported by Sacker. On roll call the votes were as follows: Lacy – NO; Booge – YES; Wiederholt – YES; Coyle – YES; Motion passed and approved. Mayor Adams asked for a motion to approve and adopt the proposed ordinance. Moved by Wiederholt supported by Coyle. On roll call the votes were as follows: Lacy – NO; Booge – YES; Wiederholt – YES; Coyle – YES; Ordinance 238 passed and approved.
- 14) Mayor Adams asked City Administrator Anderson to present the proposed ordinance amending the Code of Ordinances by amending the chapter concerning the "Mayor" by amending the Mayor's compensation. Anderson noted that per the Council's direction the proposed annual amount was amended to \$4,000 per year. Mayor Adams then opened the public hearing on the third reading of the proposed ordinance. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing and asked for a motion to approve the third reading of the proposed ordinance. Moved by Sacker supported by Coyle. On roll call the votes were as follows: Lacy – NO; Booge – YES; Wiederholt – YES; Coyle – YES; Motion passed and approved. Mayor Adams asked for a motion to approve and adopt the proposed ordinance. Moved by Coyle supported by Wiederholt. On roll call the votes were as follows: Lacy – NO; Booge – YES; Wiederholt – YES; Coyle – YES; Ordinance 239 passed and approved.
- 15) Mayor Adams asked City Administrator Anderson to discuss the Reorganization Plan. Anderson reported that he had no discussion for the Council this month. Mayor Adams tabled the discussion till next month.
- 16) Mayor asked if there was discussion relevant to RAGBRAI. Wiederholt and Coyle updated the Council regarding various aspects of the event on July 23<sup>rd</sup>.
- 17) Reports –  
  
Anderson asked the Council about their feelings pertaining to Audits versus Examinations. The Council directed Anderson to seek proposals from various Auditing firms.
- 18) Having no other business Mayor Adams asked for a motion to adjourn. Moved by Lacy supported by Sacker. Passed unanimously by those present.

\_\_\_\_\_ Allan B. Adams, Mayor

ATTEST

\_\_\_\_\_ Liz Thompson, City Clerk

City of Van Meter, Iowa  
City Council Minutes – 7-17-2013

- 1) The Van Meter City Council met for a regular council meeting on Wednesday, July 15, 2013 at City Hall. Mayor Allan Adams called the meeting to order at 6:02PM. The following council members were present upon roll call: Richard Booge, Bob Lacy, Becca Wiederholt, Kim Sacker, and Adam Coyle.

Also present were, Warren Brott, and Public Safety Director William Daggett.

- 2) Mayor Adams asked for a motion to approve the agenda. Motioned by Sacker supported by Coyle. On roll call the votes were as follows: Lacy – NO; Booge – YES; Wiederholt – YES; Coyle – YES Sacker - YES; Motion passed and approved.
- 3) Introductions were made. Mayor Adams discussed group cohesion and respectful working relationships.
- 4) Mayor Adams asked for a motion to approve Fat Randi’s Liquor License for outdoor services for RAGBRAI. Lacy expressed frustration and left the meeting at 6:25PM. Wiederholt moved supported by Booge to approve Fat Randi’s Liquor License On roll call the votes were as follows: Lacy – ABSENT; Booge – YES; Wiederholt – YES; Coyle – YES Sacker - YES; Motion passed and approved.
- 5) Mayor Adams asked Public Safety Director Daggett to present the appointment of Christopher Boswell as a Public Safety Reserve Officer. Moved by Sacker supported by Wiederholt to approve Boswell’s appointment. On roll call the votes were as follows: Lacy – ABSENT; Booge – YES; Wiederholt – YES; Coyle – YES Sacker - YES; Motion passed and approved.
- 6) Mayor Adams asked Public Safety Director Daggett to present the appointment of Chris Reha as a Public Safety Reserve Officer. Moved by Sacker supported by Coyle to approve Reha’s appointment. On roll call the votes were as follows: Lacy – ABSENT; Booge – YES; Wiederholt – YES; Coyle – YES Sacker - YES; Motion passed and approved.
- 7) Having no other business Mayor Adams asked for a motion to adjourn. Moved by Coyle supported by Booge. On roll call the votes were as follows: Lacy – ABSENT; Booge – YES; Wiederholt – YES; Coyle – YES Sacker - YES; Motion passed and approved.

\_\_\_\_\_ Allan B. Adams, Mayor

ATTEST

\_\_\_\_\_ Liz Thompson, City Clerk

City of Van Meter, Iowa  
City Council Minutes – 8-2-2013

- 1) The Van Meter City Council met for a special council meeting/business leaders meeting on Friday, August 2, 2013 at the Veterans Reception Center at 910 Main Street. Mayor Allan Adams called the meeting to order at 3:07PM. The following council members were present upon roll call: Bob Lacy, Becca Wiederholt, and Adam Coyle. Absent were Kim Sacker, and Richard Booge,
- 2) Mayor Adams asked for a motion to approve the agenda. Motioned by Lacy supported by Coyle. Passed unanimously.
- 3) Introductions were made and the group discussed the RAGBRAI pass-through event on July 23. Strengths were recapped and lessons learned were identified.
- 4) City Administrator Jake Anderson discussed the City Government's current efforts relative to development, redevelopment and infrastructure planning. A round table discussion was held updating the group on various business activities of those present.
- 5) Becca Wiederholt discussed with the group holding quarterly meetings and holding Holiday open houses in December.
- 6) Having no other business Mayor Adams asked for a motion to adjourn. Moved by Lacy supported by Coyle. Passed unanimously.

\_\_\_\_\_ Allan B. Adams, Mayor

ATTEST

\_\_\_\_\_ Liz Thompson, City Clerk

ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR		CHECK
		TOTAL	CHECK#	DATE
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ACCOUNTS PAYABLE CLAIMS				
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ACCO	WATER CHEMICALS	868.40		
ADAM COYLE	MILEAGE	149.89		
AG SOURCE LABORATORIES	WATER TESTING	48.00		
BAUDER ICE CREAM	RAGBRAI VENDOR FEE REBATE	200.00		
BOBS AUTO PARTS	POLICE CAR OIL CHANGE	29.95		
CARPENTER UNIFORM CO	UNIFORM MISC	99.97		
CASEY'S GENERAL STORE	PD GAS	1,023.29		
CENTURY LINK	CITY HALL	334.71		
CHICOS SANDWICH SHOPPE	RAGBRAI VENDOR FEE REBATE	200.00		
CHRIS BOSWELL	RAGBRAI SECURITY	312.50		
CHUBBYS STREET EATS	RAGBRAI VENDOR FEE REBATE	200.00		
CJSULLIVAN PHOTOGRAPHY	SCAN/EDIT/STORE PHOTOS	315.45		
COMPASS BUSINESS SOLUTIONS	CUSTOM WINDOW ENV - UT BILLS	295.86		
CULLIGAN	WATER	91.45		
DALLAS COUNTY NEWS	RAGBRAI FULL COLOR ADD	300.00		
DATA TECHNOLOGOIES INC	BALANCE GENERAL LEDGER	577.69		
DELTA DENTAL	Employee Dental Ins	313.82	11178262	7/01/13
DENNIS CARTER	SRTS SIDEWALK PAY EST #1	100,595.11		
DIXIE RADKE	COSTCO REIMBURSE	30.72		
DO IT YOURSELF MAGAZINE	SUBSCRIPTION X 1 YR	19.97		
DOGGIN IT HOT DOGS	RAGBRAI VENDOR FEE REBATE	200.00		
DON HOCKING	RAGBRAI SECURITY	200.00		
DWIGHT STEARNS	RAGBRAI SECURITY	225.00		
EARL MAY	GARDEN PLANTS	59.94		
EFTPS	FED/FICA TAX	3,159.89	11178258	8/02/13
EMERGENCY MEDICAL PRODUCTS	FIRE & RESCUE SUPPLIES	136.29		
GARY HERRICK	POSTAGE REIMBURSE	5.60		
GOLF CARS OF IOWA	6 PASSENGER RENTAL	415.00		
HEARTLAND AG-BUSINESS GROUP	SUBSCRIPTION X 1 YR	33.00		
HEARTLAND COOP	FD FUEL	264.13		
HENNINGSEN CONST INC	MILL ST/ALL AMERICAN TURF	11,740.00		
HYVEE	RAGBRAI GROCERIES	1,916.29	23933	7/26/13
INDUSTRIAL CHEM LABS	SEWER CLEANER	146.21		
INTERSTATE ALL BATTERY CENTER	LIT CR123A PVOLT BAG	53.90		
IOWA DEPARTMENT OF NATURAL RES	ANNUAL WATER SUPPLY FEE FY14	123.08		
IOWA ONE CALL	FAXES	39.80		
AMES POLICE DEPT	CONFERENCE	30.00		
JACOB ANDERSON	RAGBRAI SUPPLIES	898.37		
JESSICA WAMBOLD	RAGBRAI VENDOR FEE REBATE	200.00		
JIMS JOHNS INC	RAGBRAI 2013	1,450.00		
JONES CREEK APPAREL	COTTON TSHIRT	144.39		
JW TREE SERVICE	GRANT/PLEASANT; ELLIS/GRANT;	1,000.00		
KATIES CRUSADERS	RAGBRAI VENDOR FEE REBATE	300.00		
KELLY OWEN	RAGBRAI SECURITY	150.00		
LA MICHAOCANA	RAGBRAI VENDOR FEE REBATE	200.00		
LESLIE HERMAN	REIMBURSE FOR SIGNS	74.18		
LEUKEMIA & LYMPHOMA SOC	RAGBRAI VENDOR FEE REBATE	200.00		
LOWE'S	RAGBRAI WATER PROJECT	215.25		
MAIN STREET DINER	RAGBRAI VENDOR FEE REBATE	200.00		
MATHESON TRI GAS INC	OXYGEN	33.52		
MIDAMERICAN ENERGY	GAS AND ELECTRIC	2,215.17		

\*\*\* CITY OF VAN METER IA \*\*\*  
ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR		CHECK
		TOTAL	CHECK#	DATE
MIDWEST INFLATABLES	RAGBRAI WATER SLIDE	38.50		
MIDWESTERN CULVERT LTD	CULVERT PIPE	572.22		
MODERN MARKETING	LIBRARY SUPPLIES	335.05		
MUNICIPAL SUPPLY INC	SIDEWALK PROJECTS	69.00		
OFFICE DEPOT	MISC SUPPLIES/OFFICE	100.01		
OLYMPIA BOOK CORP	BOOKS	1,500.00		
OVERDRIVE INC	FY14 WILBOR	391.44		
PETTY CASH	RAGBRAI CHANGE FUND	2,000.00	23932	7/22/13
PLS INVESTMENTS	RAGBRAI VENDOR FEE REBATE	200.00		
RENEAR INC	RAGBRAI VENDOR FEE REBATE	200.00		
SQUARE, INC	July CC Fees	23.86	11178259	7/31/13
THE HARTFORD	Employee Life/Dis Insurance	209.38	11178263	7/31/13
TREAS - ST OF IA SALES TX	2ND QUARTER SALES TAX 2013	1,983.00	11178254	7/17/13
ULTIMATE BODY APPLICATOR	RAGBRAI VENDOR FEE REBATE	200.00		
UNITYPOINT CLINIC	DATA MEMBERSHIP DUES	15.00		
US POSTMASTER	STAMPS X 3 ROLLS	138.00		
US POSTMASTER	AUG UT BILLS/NEWSLETTERS	185.38	323.38	23934 7/31/13
VAN METER BAPTIST CHRUCH	RAGBRAI VENDOR FEE REBATE	200.00		
VAN WALL EQUIPMENT	PUBLIC WORKS TRACTOR	33,083.39		
VEENSTRA & KIMM INC	PROFESSIONAL SERVICES	23,281.92		
VAN METER RECREATION FOUNDATIO	JULY LOST	8,239.06	23935	7/31/13
WASTE CONNECTIONS	GARBAGE CONTRACT	6,089.29		
WELLMARK	Employee Health Ins	3,482.49	11178261	7/16/13
WELLS FARGO CC	CREDIT CARD PURCHASES	9,508.52		
WHITFIELD & EDDY PLC	LEGAL FEES	799.00		
ZIEGLER INC	EQUIPMENT RENTAL	1,925.00		
**** PAID	TOTAL ****	21,513.17		
**** SCHED	TOTAL ****	205,292.13		
**** OPEN	TOTAL ****			
**** ON HOLD	TOTAL ****			
***** REPORT TOTAL *****		226,805.30		

\*\*\* CITY OF VAN METER IA \*\*\*  
ACCOUNTS PAYABLE ACTIVITY  
CLAIMS DEPT SUMMARY

DEPT	DEPT NAME	TOTAL	CHECK#	DATE
	LIABILITIES	3,159.89		
	POLICE	1,961.67		
	EMERGENCY MANAGEMENT	11.72		
	FIRE	552.86		
	AMBULANCE	286.20		
	ROADS, BRIDGES, SIDEWALKS	58,369.58		
	STREET LIGHTING	213.08		
	GARBAGE	6,347.29		
	LIBRARY	4,924.73		
	PARKS	130.65		
	RECREATION	26,085.74		
	ECONOMIC DEVELOPMENT	8,910.70		
	CLERK/TREASURER/ADM	1,024.46		
	LEGAL SERVICES/ATTORNEY	1,760.00		
	CITY HALL/GENERAL BLDGS	907.83		
	CAPITAL PROJECTS	100,595.11		
	WATER	3,805.38		
	SEWER/SEWAGE DISPOSAL	7,758.41		



**CITY OF VAN METER**

**Bank Reconciliation/Financial Summary - Month/Year: July 2013**

<u><i>Treasurer's Report</i></u>	
<b>Book Balance, Beginning of Month:</b>	<b>\$910,607.57</b>
Add: Total Revenues this Month: with transfers	\$150,531.06
Less: Total Expenditures this Month: with trans	( <b>\$188,543.31</b> )
Add: Δ Liability	\$2,077.25
<b>Book Balance End of Month:</b>	<b>\$874,672.57</b>

<u><i>Bank Reconciliation</i></u>	
<b>Checking Account Balance End of Month:</b>	\$382,804.21
Less: Outstanding Transactions (Cash Report):	( <b>\$33,002.00</b> )
<b>Adjusted Checking Account Balance:</b>	<b>\$349,802.21</b>
<b>Currency</b>	
Petty Cash: (res Nov 2004)	\$100.00
Change Fund:	\$30.00
<b>Total Currency:</b>	<b>\$130.00</b>
<b>Investments: (Interest for month included)</b>	
IPAIT	
IPAIT – general	\$220,784.67
IPAIT – park	\$20,619.13
IPAIT – library	\$17,058.05
IPAIT – library/technology	\$1,187.01
IPAIT TOTAL:	\$259,648.86
Certificate of Deposit/ESB	\$250,000.00
Wells Fargo – savings acc't	\$15,091.50
<b>Total Investments:</b>	<b>\$524,740.36</b>
<b>Total of Bank Statements End of Month</b>	<b>\$874,672.57</b>

<b>Difference:</b>	<b>\$0.00</b>
Note(s):	

**Verify: Mayor or Mayor Pro Tem:**

CALENDAR 7/2013, FISCAL 1/2014

ACCOUNT TITLE	LAST MONTH	RECEIVED	DISBURSED	CHANGE IN	ENDING
	END BALANCE			LIABILITY	BALANCE
001 GENERAL	42,237.86	13,087.66	71,723.70	899.14	15,499.04-
049 VEHICLE INSPECTION FUND	38,491.91	.00	.00	.00	38,491.91
051 LIBRARY TECHNOLOGY FUND	1,432.52	.01	391.44	.00	1,041.09
052 PW-VEHICLE REPLACEMENT	7,000.00	.00	.00	.00	7,000.00
053 FD-VEHICLE REPLACEMENT	8,000.00	.00	.00	.00	8,000.00
054 VEHICLE REPLACEMENT-POLI	5,631.25	.00	.00	.00	5,631.25
055 VEHICLE REPLACEMENT-FIRS	3,000.00	.00	.00	.00	3,000.00
056 TECHNOLOGY REPLACEMENT-L	5,000.00	.00	.00	.00	5,000.00
057 BUILDING REPAIR RESERVE	3,000.00	.00	.00	.00	3,000.00
058 FARMERS MARKET	2,529.81	205.00	.00	.00	2,734.81
110 ROAD USE TAX	249,932.73	8,102.17	15,147.60	356.90	243,244.20
112 EMPLOYEE BENEFITS	57,940.21	1,493.18	5,064.26	.00	54,369.13
119 EMERGENCY FUND	13,563.83	121.98	.00	.00	13,685.81
121 LOCAL OPTION SALES TAX	.00	8,239.06	8,239.06	.00	.00
125 TIF-CR ESTATE	147,772.54	139.06	.00	.00	147,911.60
126 TIF-WH PINES SUBDIVISION	88,230.07	.00	40,286.26	.00	47,943.81
127 TIF-POLK CO. BANK	34,328.94	.00	.00	.00	34,328.94
128 TIF-STANDBROUGH	.00	.00	.00	.00	.00
180 PARK/REC TRUST FUND	25,251.97	.14	.00	.00	25,252.11
181 PARK SUBDIVISION TRUST	.00	.00	.00	.00	.00
182 LIBRARY TRUST FUND	19,362.97	25,623.88	6,227.67	.00	38,759.18
183 VM COMMUNITY BETTERMENT	505.94	24,687.06	7,300.43	.00	17,892.57
184 CDBG/HOUSING PROJECT	.00	.00	.00	.00	.00
200 DEBT SERVICE	10,918.50	1,248.27	.00	.00	12,166.77
205 DEBT SERVICE-WATER	28,398.75-	28,398.75	.00	.00	.00
213 DEBT SERVICE-LIFT STATIO	11,887.51-	11,887.51	.00	.00	.00
300 SIDEWALK CAPITAL PROJECT	18,544.71-	.00	.00	.00	18,544.71-
500 CEMETARY-PERPETUAL CARE	11,900.00	.00	.00	.00	11,900.00
600 WATER	49,395.32	16,818.64	16,877.27	409.36	49,746.05
606 WATER MAIN PROJECT	41,242.47	.00	.00	.00	41,242.47
610 SEWER	102,769.70	10,478.69	17,285.62	411.85	96,374.62
612 DEBT SERVICE-SEWER LAGOO	.00	.00	.00	.00	.00
Report Total	910,607.57	150,531.06	188,543.31	2,077.25	874,672.57



August 9, 2013

Jake Anderson  
City Administrator  
City of Van Meter  
505 Grant Street  
P.O. Box 160  
Van Meter, Iowa 50261-0160

**CITY OF VAN METER, IOWA  
MAIN STREET STORM SEWER OUTLET  
CHANGE ORDER NO. 1**

Enclosed is Change Order No. 1 for the contract between the City of Van Meter and Kelly Cortum, Inc. for the Main Street Storm Sewer Outlet project. Change Order No. 1 increases the contract price by \$2,932.

The original quotation by Kelly Cortum, Inc. was in the amount of \$21,234. The City of Van Meter previously awarded contract to Kelly Cortum, Inc. in the amount of \$21,234. With Change Order No. 1 the revised contract amount will be \$24,166.

Change Order No. 1 is to revise the design of the northern end of the 18-inch outlet storm sewer. The original design was based on locating an area intake southeast end of the new pavement. The original design was intended to intercept the runoff from Main Street and some of the overland flow from the American Legion property located south of Main Street. Shortly before the City received quotations on the storm sewer outlet the American Legion indicated it had developed a new plan for draining its property. The American Legion requested the City to modify the storm sewer design to eliminate the intake located southeast of the end of Main Street. The revision requested by the American Legion occurred too late to incorporate in the quotations originally received. The City awarded contract based on the original quotation. The changes requested by the American Legion are being incorporated as part of Change Order No. 1.

Had the American Legion indicated its plan for drainage early enough the City would have incorporated the changes as part of the original design.

Based on the small size of the change order and the need to complete the project, the City previously indicated to Kelly Cortum, Inc. the project will be constructed based on the revised design. It is necessary to formally incorporate the change by change order.

Jake Anderson  
August 9, 2013  
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:pjh  
19351  
Enclosure



August 6, 2013

**CHANGE ORDER NO. 1**

**CITY OF VAN METER, IOWA  
MAIN STREET OUTLET STORM SEWER**

This change order is to incorporate the revisions to the design of the storm sewer to accommodate the request by the American Legion related to the storm water drainage in and near the east end of Main Street. The original design of the outlet storm sewer was based on an area intake located south of the east end of Main Street. The intake was to collect the runoff from Main Street as well as the drainage immediately south of Main Street on the American Legion property. Just before the City received quotations the American Legion indicated it had changed its plan and would be addressing all of the drainage south of Main Street as part of the improvements on its property. The American Legion requested the City locate the intakes for its storm sewer on the future extension of Main Street.

Change Order No. 1 is to incorporate the revisions into the design to locate the intakes on the future extension of Main Street. The change order deletes the original Type C area intake and adds two new Type B area intakes. The length of the storm sewer increased by 47 feet.

The change order increases the 18-inch pipe at the unit price in the contract. Kelly Cortum, Inc. proposed a unit price for the Type B area intakes that is lower than the price in the original proposal for the Type C area intake.

Change Order No. 1 makes the following modifications to the contract:

1.2 18-inch HDPE Storm Sewer 47LF @ \$28/LF	=	\$1,316.00
1.3 (original) Type C Area Intake 1 @ - \$2,116	=	-\$2,116.00
1.3 (revised) Type B Area Intake 2 @ \$1,866	=	<u>\$3,732.00</u>
Total		\$2,932.00

Change Order No. 1 increases the contract price by \$2,932. The original contract price of \$21,234 is increased to \$24,166 with the inclusion of Change Order No. 1.

KELLY CORTUM, INC.

By Curdy A. Simpson

Title Treas

Date 8-7-13

VEENSTRA & KIMM, INC.

By [Signature]

Title President

Date August 9, 2013

CITY OF VAN METER, IOWA

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**VEENSTRA & KIMM, INC.**

1000 Westown Parkway • West Des Moines, Iowa 50266-1338  
515-225-8000 • 515-225-7840 • FAX • 515-225-8000 (TDD)

August 8, 2013

Jake Anderson  
City Administrator  
City of Van Meter  
505 Grant Street  
P.O. Box 160  
Van Meter, Iowa 50261-0160

VAN METER, IOWA  
SAFE ROUTES TO SCHOOL SIDEWALK IMPROVEMENTS  
PAY ESTIMATE NO. 1

Enclosed are two copies of Pay Estimate No. 1 for work completed on the Safe Routes to School Sidewalk Improvements project for the period July 8, 2013 to August 3, 2013 under the contract between the City of Van Meter and Dennis Carter dated June 10, 2013. We have checked the pay request and recommend payment to Dennis Carter in the amount of \$100,595.11.

Upon approval of Pay Estimate No. 1, please sign both copies of Pay Estimate No. 1 in the space provided and return one executed copy to our office.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

  
Jordan Kappos

JDK  
19343  
Enclosures  
cc: Dennis Carter

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
CITY OF VAN METTER - SAFE ROUTES TO SCHOOL

Cost Center: POC: Siskiyew/Trial  
Type of Work: 8/0/2013  
Date of the Est.: 8/0/2013  
Estimate No.: 1  
Sheet No.: 1/Total

Payable To: Devere Camer  
Address: 202 Elm P.O. Box 128  
Van Meter, IA 50261

Contract No.: 26-7987-903  
County: Dallas  
Project No. SRTS-11-195V(003)-4U-25 Accounting ID: 2012

LINE NO	Plan Quantity from By Specifications	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWS INCL/EXCL)		AMOUNTS (EWS INCL/EXCL)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
<b>SECTION 0001 SIDEWALK ITEMS</b>									
0010	210 V0850002	CLEANING AND GRUBBING	UNIT	35.000	18.000	20.000	\$ 1,710.00	\$ 1,638.00	113.39%
0000	2102-2623000	EMBANKMENT-PLACE	CY	14.250	283.000	283.000	\$ 4,032.75	\$ 4,032.75	100.00%
0000	2105-2423015	TOPSOIL STRIP SALVAGE AND SPREAD	CY	14.250	618.500	534.000	\$ 7,388.63	\$ 7,610.21	103.00%
0000	2125-2221000	RESHAPING DITCHES	STA	260.000	12.000	12.000	\$ 4,560.00	\$ 4,560.00	100.00%
0000	2210-6743000	REMOVAL OF CURB	STM	1,710.000	0.200	0.200	\$ 810.00	\$ 810.00	100.00%
0070	2315-0273025	SUBFACING DRIVEWAY, CLASS A CRUSHED STONE	TON	30.300	72.000	72.000	\$ 2,181.60	\$ 2,181.60	100.00%
0080	2417-1037000	CORRUGATED PIPE CULVERT, METAL 12 IN ENTRANCE	LF	31.400	41.000	41.000	\$ 1,287.40	\$ 1,287.40	100.00%
0080	2417-1037000	CORRUGATED PIPE CULVERT, POLYETHYLENE 6 IN ENTRANCE	LF	4.750	74.000	88.000	\$ 351.50	\$ 465.50	132.43%
0100	2417-1040018	CULVERT CORRUGATED METAL ENTRANCE PIPE 10 IN DIA	LF	41.000	35.000	35.000	\$ 1,435.00	\$ 1,435.00	100.00%
0110	2405-02521218	INFRAE SW-112 18 IN.	EACH	1,980.000	1.000	1.000	\$ 1,980.00	\$ 1,980.00	100.00%
0120	2435-0709020	CONNECTION TO EXISTING INFRAE	EACH	540.000	1.000	1.000	\$ 545.00	\$ 545.00	100.00%
0130	2489-9090100	CLEAN OUT PIPE CULVERT	LF	76.000	54.000	50.000	\$ 3,200.00	\$ 3,800.00	100.00%
0140	2503-0114212	STORM SEWER GRAVITY MAIN TRENCHED REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III) 12 IN	LF	202.300	15.000	15.000	\$ 3,034.50	\$ 3,034.50	100.00%
0150	2611-4745200	REMOVAL OF SIDEWALK	SY	17.500	23.000	23.000	\$ 393.50	\$ 283.30	100.00%
0160	2611-4726004	SIDEWALK, P.C. CONCRETE 4 IN.	SY	40.500	856.000	684.000	\$ 24,101.00	\$ 26,632.76	105.08%
0170	2611-4526006	SIDEWALK, P.C. CONCRETE 6 IN.	SY	51.000	70.000	70.000	\$ 3,570.00	\$ 3,620.49	101.41%
0180	2611-4526011	DETECTABLE WARRINGS	SF	48.500	128.000	140.000	\$ 6,208.00	\$ 7,178.00	115.63%
0190	2612-1856000	CURB, SPECIAL, AS PER PLAN	LF	28.400	28.000	29.000	\$ 852.00	\$ 852.00	100.00%
0200	2615-2475006	DRIVEWAY, P.C. CONCRETE 6 IN.	SY	48.600	53.000	54.520	\$ 2,028.80	\$ 2,709.15	103.02%
0210	2616-2475007	DRIVEWAY, P.C. CONCRETE 7 IN.	SY	71.250	121.000	122.000	\$ 5,821.25	\$ 6,602.50	100.83%
0220	2615-6749000	REMOVAL OF PAVED DRIVEWAY	SY	17.100	180.000	178.480	\$ 3,078.00	\$ 3,051.67	99.14%
0230	2624-6785010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	143.000	3.600	3.000	\$ 429.00	\$ 429.00	100.00%
0240	2626-0219000	CONSTRUCTION SURVEY	LINEAR	3,800.000	1.000	1.000	\$ 3,600.00	\$ 3,600.00	100.00%
0250	2629-0445110	TYPING CONTRACT	LINEAR	710.000	1.000	1.000	\$ 710.00	\$ 710.00	100.00%

Cost Center: FCC Strategic Plan  
 Date of This Est: 8/27/13  
 Estimate No: 1  
 Sheet No: 3 of 4

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
 CITY OF VAN METER - SAFE ROUTES TO SCHOOL

Payable To: Dennis Carter  
 Address: 209 Elm P.O. Box 128  
 Van Meter, IA 50261

Contract No.: 20-7167-403  
 County: Dallas  
 Project No.: SMTB-U-PC180721-00-25 Accounting ID: 30757

LINE NO	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCL/EXCL)		AMOUNTS (EWO'S INCL/EXCL)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
0260	2500 (2500.00)	MOBILIZATION	LUMP	1,520.00	1,000	1,000	\$ 1,520.00	\$ 1,520.00	100.00%
0270	2500 (2500.00)	TENCH-TRENCH HYDRANT RELOCATION	EACH	4,200.00	1,000	1,000	\$ 4,200.00	\$ -	100.00%
0280	2601-2630 (10)	SEDIMENT PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE 9 IN. DIA	SQ	47,500	280,000	280,000	\$ 13,300.00	\$ -	100.00%
0290	2602-2690 (50)	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	3,800	250,000	250,000	\$ 950.00	\$ 950.00	100.00%
0310	2602-2610 (10)	MOBILIZATION, EROSION CONTROL	EACH	500.00	1,000	1,000	\$ 500.00	\$ 500.00	100.00%

We, the undersigned, certify that the items and amount listed herein are true and correct to the best of our knowledge.

Veronica K. Kinn, Inc.

*Veronica Kinn*  
 Project Engineer (SMTB-U-PC180721-00-25)  
 Dallas, IA 50261

Date: 8/27/13

City of Van Meter

Original Contract Amount: \$118,214.23  
 Approved Contract Amount: \$118,214.23

Total Completed To Date = \$ 103,706.20  
 Amount Retained @ 5% = \$ 5,508.03  
 Eligible Amount = \$ 109,214.23  
 Previously Reimbursed = \$ -  
 Amount Due & Payable = \$ 109,214.23

Date: 8-7-13

Dennis Carter  
*Dennis Carter*

Date: 8-7-13

MEMORANDUM OF UNDERSTANDING  
RICHLAND ROAD SANITARY SEWER  
VAN METER, IOWA

This Memorandum of Understanding made and entered into this \_\_\_ day of \_\_\_\_\_ by and between the CITY OF VAN METER, IOWA referred to as the City and the VAN METER COMMUNITY SCHOOL DISTRICT, hereinafter referred to the School District.

WITNESSETH, THAT WHEREAS, the School District is planning to develop an athletic complex on the east side of Richland Road, and

WHEREAS, the athletic complex requires sanitary sewer service, and

WHEREAS, the City's plan for sanitary sewer service includes a sanitary sewer located along Richland Road in the area of the property owned by the School District, and

WHEREAS, the City anticipates the design and construction of a sanitary sewer along the east side of Richland Road from the existing sanitary sewer near the south end of East Street southerly to the private access easement extending to the cemetery, and

WHEREAS, under the Code of Ordinances of the City of Van Meter the School District would have an obligation to extend sanitary sewer to serve its property, and

WHEREAS, the City and School District have determined it is more efficient for the City to design and construction the sanitary sewer adjacent to the School District property with the School District reimbursing the City the cost for the design and construction of the sanitary sewer that would be appropriately allocated to the School District.

NOW, THEREFORE the parties to this Memorandum of Understanding agree as follows:

1. **SCOPE OF PROJECT.** The scope of the Richland Road sanitary sewer project includes the construction of a sanitary sewer along the east side of Richland Road extending from an existing manhole on the City's 12-inch trunk sewer with said manhole being located near the south end of East Street, with the sanitary sewer extending south along the east side of Richland Road to the south boundary of the School District property and continuing southerly. ("Richland Road Sanitary Sewer Project")
2. **THE CITY OF VAN METER AGREES AS FOLLOWS:**
  - A. Design and construct a sanitary sewer along the east side of Richland Road adjacent to the School District's east athletic complex with said sewer extending to the south boundary of the School District property unless the parties otherwise approve terminus point north of the south property line.

- B Utilize its best efforts to complete the construction of the project by October 31, 2013.
- C Provide a manhole on the sanitary sewer at a location consistent with the sanitary sewer service line extending from the public sanitary sewer easterly to serve the buildings on the School District site.

3. THE SCHOOL DISTRICT AGREES AS FOLLOWS:

- A Provide the City of Van Meter a payment in the amount of \$25,000 to fund the School District's share of the sanitary sewer. The payments shall be made to the City within 30 days after the City notifies the School District it has awarded a construction contract for the Richland Road Sanitary Sewer. Such payment represents the District's complete and total obligation for construction the Richland Road Sanitary Sewer Project.
- B Provide the City at no cost temporary and/or permanent easements necessary for construction of the Richland Road sanitary sewer.
- C Construct the sanitary sewer service line extending from the Richland Road sanitary sewer to serve the east athletic complex.
- D Coordinate the design of the planned pedestrian underpass with the alignment and profile of the Richland Road sanitary sewer.

IN WITNESSETH WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF VAN METER, IOWA

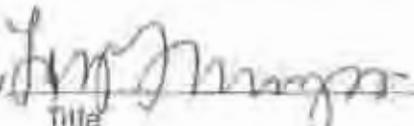
ATTEST:

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

VAN METER COMMUNITY SCHOOL DISTRICT

ATTEST:

By   
Title

By   
Title

## **AGREEMENT**

### **RICHLAND ROAD SANITARY SEWER VAN METER, IOWA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **CITY OF VAN METER, IOWA**, a municipal corporation hereinafter referred to as the **CITY**, and **KNAPP PROPERTIES, INC.**, as agent for Hilltop Van Meter, L.C. hereinafter referred to as **KNAPP**,

**WITNESSETH, THAT WHEREAS**, Knapp has submitted a preliminary and final plat for a project referred to as Hilltop generally located in the southeast quarter of the northwest quarter of Section 27-78-27 lying east of the highway and north of the road lying south of the Jennings Subdivision, except for the cemetery and except for Parcel A, and

**WHEREAS**, the City of Van Meter has approved the preliminary plat of Hilltop consisting of four lots adjoining the east side of Richland Road with the requirement the four lots be provided with sanitary sewer service, and

**WHEREAS**, the City's plan for sanitary sewer includes a sanitary sewer located along the east side of Richland Road extending from the City's 12-inch trunk sewer southerly with the long term goal of extending the sewer southerly to a point near County Road F90, and

**WHEREAS**, the City and the Van Meter Community School District have reached an agreement for the funding of the sanitary sewer along the Van Meter Community School District property located along the east side of Richland Road, and

**WHEREAS**, under the City of Van Meter Code of Ordinances the developer is responsible for extending sanitary sewer to serve the property and to continue the sanitary sewer to property lines to provide service to adjoining property owners, and

**WHEREAS**, the City and Knapp have determined it is more efficient for the City to design and construct a sanitary sewer along the east side of Richland Road extending from the existing trunk sewer southerly to a point near the south boundary of the Knapp property, and

**WHEREAS**, the City and Knapp have agreed that Knapp is responsible for the cost for design and construction of that portion of the sanitary sewer, referred to as the Richland

Road Sanitary Sewer, that lies within the right-of-way of Richland Road adjacent to the proposed Hilltop development, and

**WHEREAS,** to meet the schedule requirements of the Van Meter Community School District and Knapp, the City is moving forward for the construction of the project to be completed by October 31, 2013.

**NOW, THEREFORE,** the parties to this Agreement agree as follows:

1. **Scope of Project.** The scope of the Richland Road sanitary sewer project includes the construction of a sanitary sewer along the east side of Richland Road extending from an existing manhole on the City's 12-inch trunk sewer with said manhole being located near the south end of East Street, with the sanitary sewer extending south along the east side of Richland Road to the school property and continuing southerly to a mutually agreed point near the south line of the Knapp property to the City of Van Meter. The project will include a sewer service to each of the four proposed lots in Hilltop that adjoin Richland Road.
2. The City of Van Meter agrees as follows:
  - a. Design and construct the Richland Road Sanitary Sewer extending from the existing 12-inch trunk sewer to the mutually agreed point near the south line of the Knapp property.
  - b. Prior to the receipt of bids provide Knapp a copy of the proposal and estimate quantities identifying the quantities or portions of a quantity of the sewer project lying adjacent to the Knapp property, including the four service lines.
  - c. Receive bids on the Project as required under the Code of Iowa for a public improvement project.
  - d. Following receipt of bids, provide Knapp a summary of the bids received showing the cost for the sanitary sewer lying adjacent to the Knapp property, including the construction costs and any allocated share of non-construction costs.
  - e. Following concurrence by Knapp in its participation the City shall proceed with the award of construction contract if the City Council determines the award of contract is appropriate and in the best interest of the public.

- f. In the event Knapp disapproves of its participation in the project cost, the City may reduce the scope of the project to exclude the sewer adjacent to the Knapp property and award contract accordingly.
- g. If the sanitary sewer adjacent to the Knapp property is constructed by the City as part of the Richland Road Sanitary Sewer the City shall provide Knapp a reconciliation of the final cost. The reconciliation will be provided to Knapp at least 4 calendar days prior to the final acceptance of the project by the City.
- h. Notify Knapp of any discretionary changes proposed for the sewer adjacent to the Knapp property. Discretionary changes to the sewer adjacent to the Knapp property will be implemented only with the concurrence of Knapp.
- i. In the event the final cost for the sewer allocated to Knapp exceeds the prior payments by Knapp the City will reimburse any overpayment. The reimbursement will occur within 30 days after both parties concur in the final allocation of costs or the final cost allocation is determined as provided in this Agreement.

3. Knapp Properties, Inc. agrees as follows:

- a. Within 3 business days following receipt of the City's initial estimate of quantities and cost Knapp shall concur in writing or notify the City of its non-concurrence and the reason for the non-concurrence. In the event of a non-concurrence the City and Knapp will use their respective best efforts to reach agreement on the estimated quantities. In the event the parties are unable to reach agreement on the quantities and estimated cost the City will delete the sewer adjacent to the Knapp property from the project and there will be no further obligation of Knapp.
- b. Within 3 business days after receipt of the results of the bid letting and the City's determination of the cost allocated to Knapp, Knapp will notify the City in writing if it concurs or does not concur in the cost.
- c. If Knapp concurs in the cost and the City awards the construction contract including the sewer adjacent to the Knapp property, Knapp will deposit with the City its estimated share of the project within 10 business days following the award of the construction contract by the City.

- d. Within 3 business days review and either concur or not concur to any discretionary charges that affect the final cost of the sewer allocated to Knapp.
- e. Following completion of the project review and concur or not concur in the final costs of the sewer allocated to Knapp as presented in writing by the City. In the event Knapp determines non-concurrence in the final cost the City and Knapp will meet in an effort to obtain Knapp's concurrence. If following the meeting there is continuing non-concurrence the City and Knapp will pick a disinterested registered professional engineer to review all documentation and to provide an independent opinion of the final cost of the sewer adjacent to the Knapp property. The City and Knapp agree to split the cost of the independent review and the determination of the independent reviewer as to cost allocated to Knapp shall be final and binding on both parties.
- f. Within 14 days following concurrence in the final cost or the determination of the independent review as to the final cost, Knapp shall pay to the City any outstanding balance for the cost of the sewer allocated to Knapp as determined by the final cost less the previous deposit to the City.

**IN WITNESS WHEREOF** the parties hereto have subscribed their name on the date first written above.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

**CITY OF VAN METER, IOWA**

By \_\_\_\_\_  
Mayor

**ATTEST:**

By \_\_\_\_\_  
City Clerk

**KNAPP PROPERTIES, INC. as agent for Hilltop Van Meter, L.C.**

By Arnold Raymont  
Title President

**ATTEST:**

By Steven Ruddy  
Title General Counsel, Knapp Properties, Inc.

# Agenda Item #6 - VM Schools East Campus Site Plan

Submitted for:

Action

Recommendation:

Approval subject to comments and recommendations

Sample Language:

Mayor: *Would the School Districts representative please present the proposed site plan?*

School District Representative: *Gives presentation.*

Mayor: *Would the Staff please present their comments and the Planning and Zoning Commission's recommendation*

Staff: *Presents Comments and recommendations.*

Mayor: *Does the City Council wish to discuss further the School's proposed site plan? If not, I would entertain a motion to approve the site plan subject to staff's comments and recommendations.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The Site Plan is approved. Thank you.*

City of Van Meter Planning and Zoning Commission  
Minutes 7-24-2013

- 1) The Van Meter Planning and Zoning Commission met on Wednesday, July 24, 2013 at City Hall. Ranking member Ernie Hockenberry called the meeting to order at 6:21P.M. Members present were: Cristie Sullivan, Gayle O'Brien, and Jerney Feldman. Members Absent: Kent Kunkel, Jesse Leckband, and Garret Hulse.

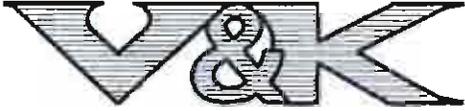
Also present was Johnny Boyd representing the Van Meter School District, City Engineer Bob Veenstra Jr. and, City Administrator Jake Anderson.

- 2) Ranking Member Hockenberry asked for a motion to approve the agenda. Moved by Feldman supported by O'Brien. Passed unanimously.
- 3) Ranking Member Hockenberry asked for a motion to approve the minutes as presented. Moved by Feldman supported by O'Brien. Passed unanimously.
- 4) City Administrator Jake Anderson and City Engineer Bob Veenstra Jr. presented the City Council initiated rezoning of the Diligent and JSC properties. Anderson noted that the City Council annexed the property on July 15 and at the same time initiated the rezoning of the property from Agricultural to Business Park consistent with the Future Land Use plan and necessary for the Certified Site Project. Anderson noted that the Business Park zoning classification permits data centers and other business support facilities. O'Brien moved supported by Feldman to recommend approval of the rezoning to the City Council. Passed unanimously.
- 5) Johnny Boyd and City Engineer Veenstra presented the School's site plan for their campus east of R16. Veenstra noted several comments and suggested the commission recommend approval to the City Council subject to the following conditions 1) a waiver of the hard surface parking requirement subject to periodic consultations at intervals of the Council's choosing and 2) the submittal of storm sewer designs. Sullivan moved supported by Feldman. Passed unanimously.
- 6) There was no discussion or update information to present.
- 7) Having no further business Chair Leckband asked for a motion to adjourn. Moved by Feldman supported by O'Brien to adjourn. Passed unanimously.

\_\_\_\_\_ Ernie Hockenberry, Ranking Member

ATTEST:

\_\_\_\_\_ Jake Anderson, City Administrator



July 23, 2013

Jake Anderson  
City Administrator  
City of Van Meter  
505 Grant Street  
P.O. Box 160  
Van Meter, Iowa 50261-0160

VAN METER, IOWA  
EAST ATHLETIC CAMPUS SITE PLAN REVIEW

On July 22, 2013 the writer received a copy of the site plan submittal for the Van Meter Community School District East Athletic Complex. The documents submitted for review include the following:

- Site plan prepared by Oris PLC
- Turning radius template prepared by CGA
- Site survey prepared by Boldman Surveying Consultants
- Field lighting plan prepared by Musco Sports Lighting
- Pedestrian underpass detail prepared by CGA
- Storm water report submitted by CGA
- Storm Water Pollution Prevention Plan prepared by CGA
- Guardrail plan submitted by Oris PLC

For your information enclosed is a copy of all of the submittal documents received on July 22, 2013.

The City of Van Meter received a preliminary submittal of the site plan for review in early June 2013. The submittal of July 22, 2013 is similar to the preliminary site plan submitted in June 2013. The major change between the two plans deals with the configuration of the parking lot and the primary access drive to the new parking lot.

Based on review of the site plan the following comments are offered:

1. The site plan shows a 2 ½-inch water service connecting to the City water main along Richland Road and extending east to the two buildings between the softball and baseball field.
2. Fire protection for the site is provided by an existing hydrant located on the east side of Richland Road approximately midway between the existing driveway and the new driveway. Although the site plan does not show hydrant coverage for the existing hydrant, the existing hydrant is located close enough to the building facilities on the site plan.
3. The City will not require fire protection coverage for the athletic fields.
4. The site plan shows the 4-inch sanitary sewer service extending from the proposed sewer along Richland Road to the two buildings.
5. The site plan shows the preliminary alignment of a sanitary sewer extending from Richland Road northerly. The City of Van Meter, the Van Meter Community School District and Knapp Properties, Inc. are entering into agreements that would provide for the City to construct a sanitary sewer along the east side of Richland Road extending from north of the School District property to south of the School District property. The City of Van Meter intends to start construction of this project in September 2013. The target completion date for the project is in late fall 2013.
6. The City of Van Meter will provide a manhole at the location of the proposed sanitary sewer service.
7. Transportation access to the site is provided by a new driveway that connects to Richland Road southwesterly of the proposed parking lot.
8. The site plan proposes paving this access and 25 parking stalls in the parking lot.

9. The site plan shows the existing driveway located near the north boundary of the School District property will remain.

The final site plan shows the access easement located along the northern boundary of the property. The City's review of the site plan did not take into consideration any requirements relative to the access easement. The City only notes the access easement is shown on the site plan.

10. In review comments for the preliminary site plan the writer expressed some concern regarding site distance at the existing driveway access point. Assuming the new driveway is the primary access point to the parking lot, the site visibility issues are no longer a major concern.
11. In the review comments for the preliminary site plan the writer requested a review of the turning radius at the driveway to ensure the radius was adequate to prevent centerline crossover. The site plan includes an analysis of the turning radius. The analysis would indicate the radius shown on the curves is adequate based on the turning movement of a school bus.
12. The site plan shows a combination of paved and unpaved driveway and parking stalls. The driveway and 25 parking stalls in the new parking lot will be paved. The site plan shows what appear to be approximately 22 parking stalls in the primary parking lot that will not be paved. The existing access drive will remain and will not be paved.
13. The site plan shows an interconnection between the parking lot and existing driveway that will not be paved. The site plan shows parking stalls located along the south side of the existing access road near the football practice field that will not be paved.
14. Under the site plan requirements all driveways and parking areas must be hard surfaced. The School District requested a waiver of this requirement due to cost. As part of the preliminary site plan review the City gave indication it would be favorably inclined to foregoing the requirement for paving all of the driveways and parking lots.

15. If the City of Van Meter forgoes the requirement for paved parking and driveways at this time, the City may wish to consider alternatives. One alternative would be a complete waiver of the requirement. A second alternative would be to establish a date certain by which the parking lot and driveways would need to be paved. Under this alternative the City would have the option to extend the date at some point in the future. A third alternative would be to require the City and School District to consult periodically (e.g. every 5 years) to determine if the City will require paving of the driveway and parking lot and, if so, by what date.

The site plan shows internal sidewalks and pedestrian areas. The site plan would indicate the sidewalk and pedestrian areas are to be paved.

16. The site plan provides a separation of vehicular traffic and pedestrian traffic. From a configurationally prospective locating the vehicular traffic north of the pedestrian traffic provides a level of separation that would be considered very suitable for this type of athletic complex.
17. The site plan shows an interconnection to the existing school campus on the west side of Richland Road.
18. The School District is proposing a pedestrian underpass under Richland Road. The pedestrian underpass would be a reinforced concrete box culvert with a width of 12 feet and a height of 9 feet.
19. The pedestrian underpass would be constructed in open cut across Richland Road. Originally the School District considered both open cut construction and tunneled construction. The site plan appears to be based on the precast box section installed in open cut.
20. A closure of Richland Road will be required for installation of the pedestrian underpass. The schedule for the road closure will need to be coordinated between the City and School District.
21. By separate correspondence the writer has indicated the City of Van Meter will require Richland Road to be replaced with 8-inch HMA with a design of 300K ESAL.

22. To replace the asphalt surface on Richland Road the underpass will need to be completed before mid-November.

It would be preferable if the sanitary sewer being constructed by the City of Van Meter were installed before the installation of the underpass. Available information would indicate the likely schedule for the sewer installation will be in the October 2013 timeframe.

23. It is understood the School District would like to start using the athletic complex in 2014. Based on this schedule, a late fall installation of the underpass appears to be preferable. The alternative would be an early spring 2014 installation.

24. The site plan indicates the culvert barrel will extend at least 10 feet beyond the edge of the pavement on both sides of Richland Road. The Iowa Department of Transportation recommends a 10-foot wide clear zone on either side of Richland Road. Based on the length of the culvert it would appear the culvert could be designed without guardrails on either side of Richland Road.

There is a fairly noticeable side slope on Richland Road beyond the shoulder area. A vehicle traveling off the edge of the road would travel down the slope. Although guardrails may not be technically required, guardrails may be advantageous. The guardrails would be designed to prevent any vehicle leaving the road from actually driving into the open approach section to the pedestrian underpass.

25. The guardrails would be located within the public right-of-way. Based on first impression, the City could consider the guardrails to be a direct attribute of the pedestrian underpass that would be considered responsibility of the School District in the same manner the underpass would be the responsibility of the School District.

26. The natural slope of the property is south to north with some easterly orientation of the drainage.

27. The site plan shows the outlet for the site drainage to be a 27-inch pipe that would extend under the existing access drive. The site plan shows a storm sewer extending west along the north line of the baseball field and softball field to intercept drainage in the northwesterly quadrant of the site.

28. The site plan shows a 24-inch pipe extending southeasterly from the outlet pipe to a drainage swale located between the football practice field and the outfield fence of the baseball field.
29. The site plan shows a small berm to be located along the south side of the ball fields that would force the runoff from the south to flow easterly along the south edge of the berm.
30. Low flows along the south edge of the berm would be intercepted by an 18-inch culvert that would extend under the berm into the drainage swale located between the practice field and baseball field. Under small events from the south part of the site would be conveyed through this culvert.
31. For larger rainfall events with runoff in excess of the capacity of the culvert the runoff would continue northeasterly across the football practice field.
32. The storm water drainage report submitted with the site plan indicates the area of the site is 29.56 acres.
33. The storm water drainage analysis is based on the site drainage, plus an additional 22.46 acres tributary to the site from the south.
34. The storm water drainage analysis was based on the current condition of row crop for the entire site.
35. The future condition was based on 28.82 acres of grass area and 0.74 acres of impervious area, including roof, sidewalk and pavement.
36. The site analysis was based on a CN of 80 for the current condition and a composite CN of 77 for the future condition.
37. The storm water drainage report projects the existing 5 year runoff to have a peak of 76 cfs. Under the future condition the runoff would decrease to 73 cfs.
38. For a 100 year storm the analysis indicates the current runoff is approximately 191.5 cfs. The future runoff under the same event is projected to be 170 cfs.

39. The site plan and storm water report did not specifically indicate the design capacity of the storm sewer system. The storm water report indicated the site drainage was designed to accommodate a 100 year event without flooding the baseball field or softball field. During event greater than a 25 year event the football practice field will be subject to over surface runoff.
40. Under larger storm events the site plan relies on a series of small ponding areas scattered around the fields to store water in excess of the capacity of the outlet storm sewer system.
41. The writer would request additional clarification of the design of the storm sewer components of the storm water plan. The information is being requested primarily for file purposes. The writer does not believe any changes relative to the storm water drainage plan will be requested based on review of supplemental information.
42. The project disturbs more than one acre and the School will need to obtain General Permit No. 2. The City of Van Meters review is limited to a determination there is a Storm Water Pollution Prevention Plan the School District has obtained General Permit No. 2. Prior to the start of construction the School District should submit a copy of General Permit No. 2 to the City for record purposes.

The City will not review the Storm Water Pollution Prevention Plan for substantive detail and the City will not conduct storm water inspection during construction. It will be the responsibility of the School District to comply with applicable requirements relative to storm water management.

In summary, based on the site plan review the following items were noted:

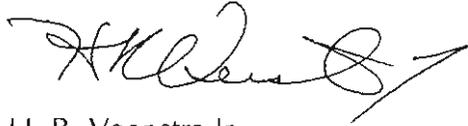
1. As part of the site plan review the City will need to formalize any waiver of the requirement for paving the entire driveway and parking areas.
2. It is requested that the design criteria for the storm sewer pipes be submitted for review and record purposes.
3. The City and School District should determine the timeline for installing the pedestrian underpass in relationship to the City's sewer project and the School District's construction schedule.

Jake Anderson  
July 23, 2013  
Page 8

4. If guardrails are constructed along Richland Road the City will need to confirm whether it will require the School District to maintain the guardrails or if the City will assume responsibility for the guardrails located in public right-of-way.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

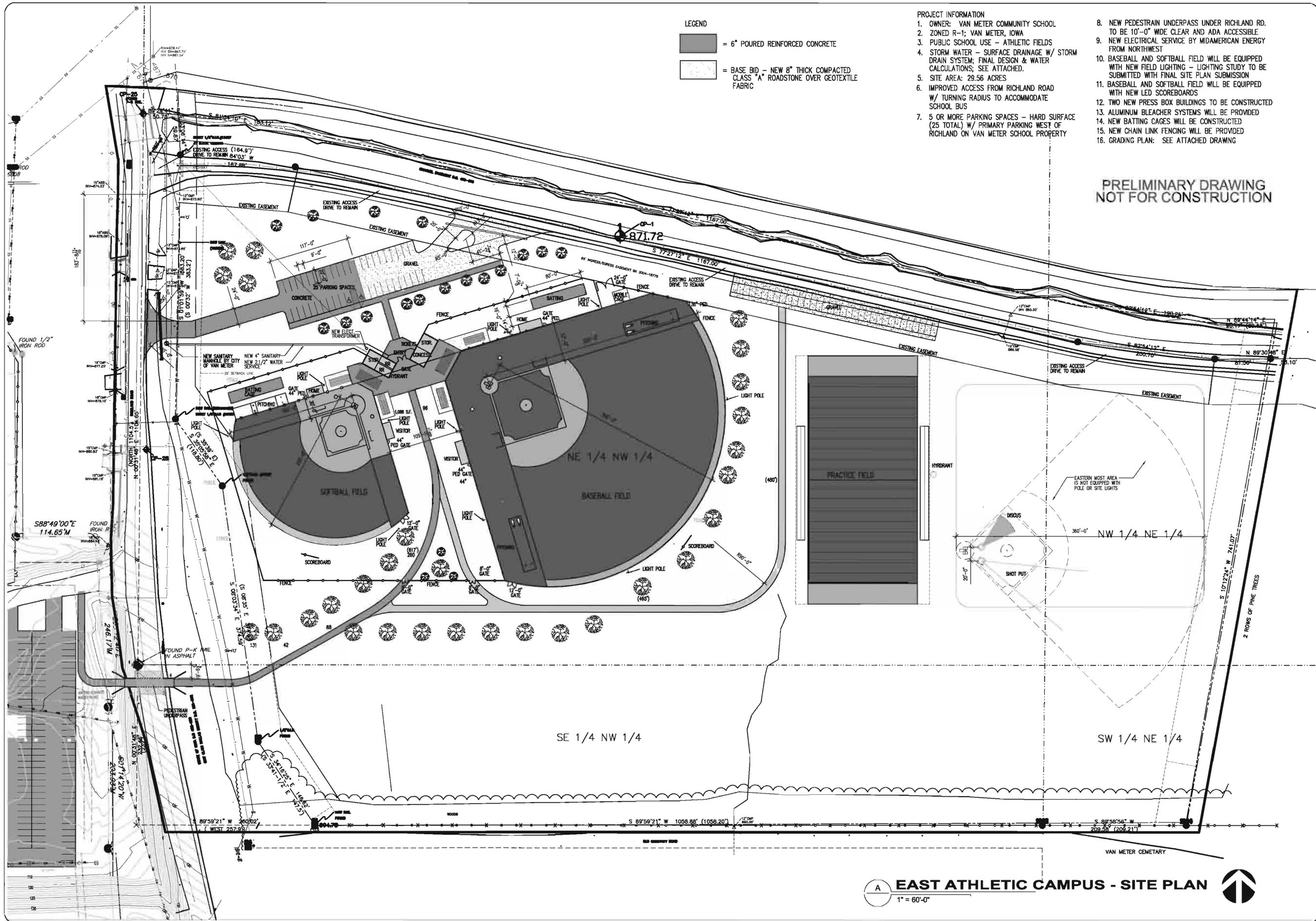


H. R. Veenstra Jr.

HRVJr:pjh  
600-11

Enclosures

cc: Johnny Boyd, Oris PLC w/enclosures



- LEGEND**
- = 6" POURED REINFORCED CONCRETE
  - = BASE BID - NEW 8" THICK COMPACTED CLASS "A" ROADSTONE OVER GEOTEXTILE FABRIC

- PROJECT INFORMATION**
1. OWNER: VAN METER COMMUNITY SCHOOL
  2. ZONED R-1; VAN METER, IOWA
  3. PUBLIC SCHOOL USE - ATHLETIC FIELDS
  4. STORM WATER - SURFACE DRAINAGE W/ STORM DRAIN SYSTEM; FINAL DESIGN & WATER CALCULATIONS; SEE ATTACHED.
  5. SITE AREA: 29.56 ACRES
  6. IMPROVED ACCESS FROM RICHLAND ROAD W/ TURNING RADIUS TO ACCOMMODATE SCHOOL BUS
  7. 5 OR MORE PARKING SPACES - HARD SURFACE (25 TOTAL) W/ PRIMARY PARKING WEST OF RICHLAND ON VAN METER SCHOOL PROPERTY

8. NEW PEDESTRAIN UNDERPASS UNDER RICHLAND RD. TO BE 10'-0" WIDE CLEAR AND ADA ACCESSIBLE
9. NEW ELECTRICAL SERVICE BY MIDAMERICAN ENERGY FROM NORTHWEST
10. BASEBALL AND SOFTBALL FIELD WILL BE EQUIPPED WITH NEW FIELD LIGHTING - LIGHTING STUDY TO BE SUBMITTED WITH FINAL SITE PLAN SUBMISSION
11. BASEBALL AND SOFTBALL FIELDS WILL BE EQUIPPED WITH NEW LED SCOREBOARDS
12. TWO NEW PRESS BOX BUILDINGS TO BE CONSTRUCTED
13. ALUMINUM BLEACHER SYSTEMS WILL BE PROVIDED
14. NEW BATTING CAGES WILL BE CONSTRUCTED
15. NEW CHAIN LINK FENCING WILL BE PROVIDED
16. GRADING PLAN: SEE ATTACHED DRAWING

**PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION**

**FACILITIES MASTER PLAN  
VAN METER  
COMMUNITY SCHOOLS**

**ORIS  
PLC**  
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DATE	July 12, 2013
REVISION DATE	
JOB NUMBER	1092
SHEET NAME	EAST ATHLETIC CAMPUS
SHEET NUMBER	SP.1

**A EAST ATHLETIC CAMPUS - SITE PLAN**  
1" = 60'-0"

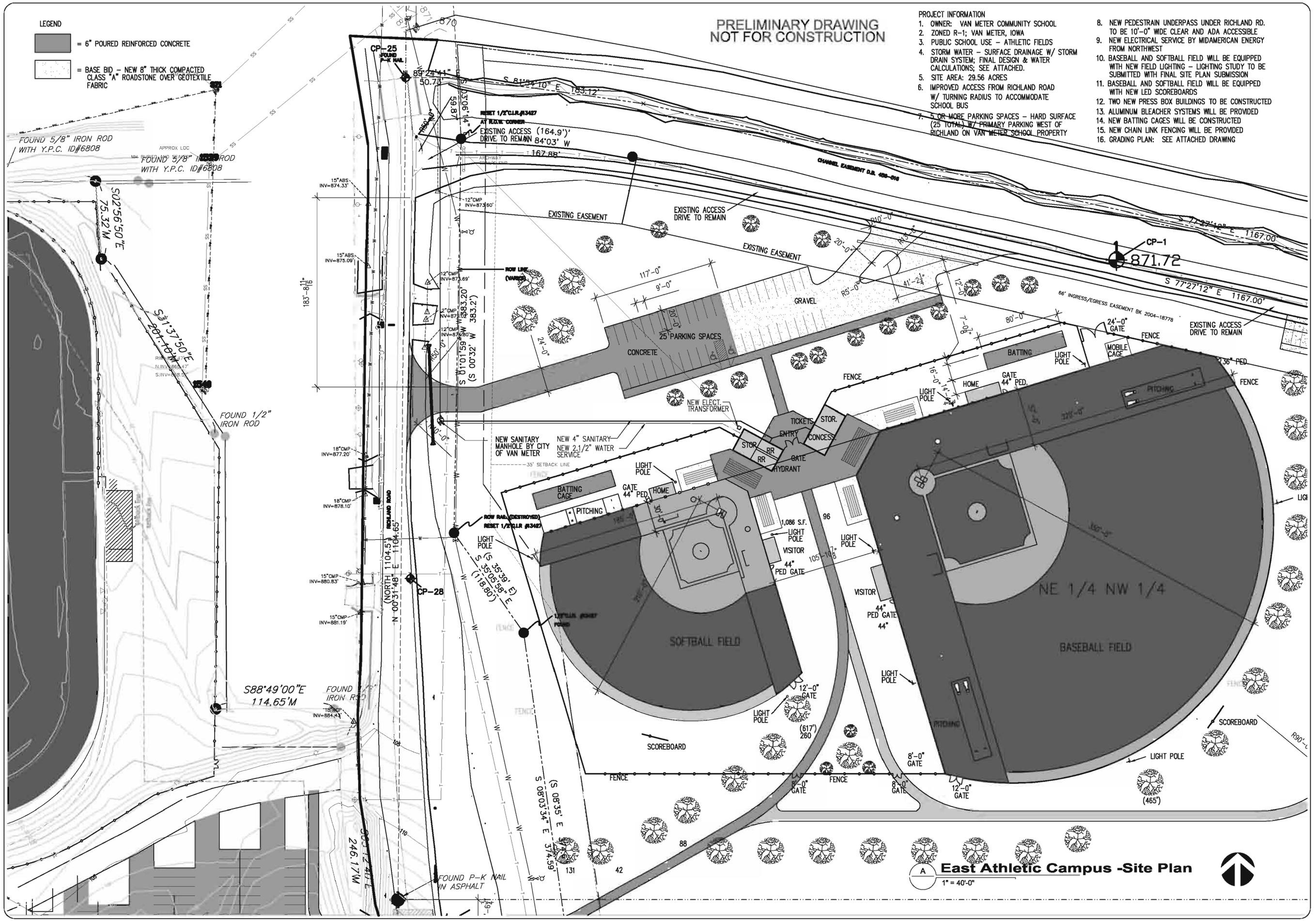
VAN METER, IOWA

**PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION**

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- LEGEND**
- = 6" POURED REINFORCED CONCRETE
  - = BASE BID - NEW 8" THICK COMPACTED CLASS "A" ROADSTONE OVER GEOTEXTILE FABRIC



**East Athletic Campus -Site Plan**  
1" = 40'-0"

**FACILITIES MASTER PLAN  
VAN METER  
COMMUNITY SCHOOLS**

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PLC**  
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DATE PLOTTED	DATE TITLE
July 12, 2013	
DESIGNER NAME	REVISION TITLE
JOB NUMBER	1092
SHEET NAME	EAST ATHLETIC CAMPUS
SHEET NUMBER	SP.2

**DALLAS COUNTY  
POLLUTION PREVENTION PLAN**

ALL CONTRACTORS/SUBCONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS FROM LEAVING THE PROJECT SITE. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE POLLUTION PREVENTION PLAN (PPP) FOR THEIR ENTIRE CONTRACT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THIS PPP.

**1. SITE DESCRIPTION**

THIS POLLUTION PREVENTION PLAN (PPP) IS FOR THE BUILDING ADDITIONS AND SITE IMPROVEMENTS FOR THE PROPOSED NEW ATHLETIC FACILITIES INCLUDING GRADING, PAVING, UTILITIES, AND BUILDING ADDITION.

THIS PPP COVERS APPROXIMATELY XXX ACRES WITH AN ESTIMATED XXX ACRES BEING DISTURBED.

THE PPP IS LOCATED IN AN AREA OF XXX SOIL ASSOCIATION. THE ESTIMATED AVERAGE RUNOFF COEFFICIENT FOR THIS PPP AFTER COMPLETION WILL BE XXX.

REFER TO THIS SHEET, AND THE GRADING SHEET FOR LOCATIONS OF TYPICAL SLOPES, DITCH GRADES, AND MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS. A COPY OF THIS PLAN WILL BE ON FILE AT THE PROJECT ENGINEER'S OFFICE. RUNOFF FROM THIS WORK WILL FLOW INTO THE CITY STORM SEWER SYSTEM, THROUGH AN OPEN CHANNEL EAST OF THE SITE AND TO THE RACCOON RIVER.

**POTENTIAL SOURCES OF POLLUTION**

SITE SOURCES OF POLLUTION GENERATED AS A RESULT OF THIS WORK RELATE TO SILTS AND SEDIMENT WHICH MAY BE TRANSPORTED AS A RESULT OF A STORM EVENT. HOWEVER, THIS PPP PROVIDES CONVEYANCE FOR OTHER NON-PROJECT RUNOFF THAT IS BEYOND THE CONTROL OF THIS PPP. POTENTIALLY THIS RUNOFF CAN CONTAIN VARIOUS POLLUTANTS RELATED TO SITE-SPECIFIC LAND USES. EXAMPLES ARE:

COMMERCIAL AND INDUSTRIAL ACTIVITIES - RUNOFF FROM COMMERCIAL, INDUSTRIAL, AND COMMERCE LAND USE MAY CONTAIN CONSTITUENTS ASSOCIATED WITH THE SPECIFIC OPERATION. SUCH OPERATIONS ARE SUBJECT TO POTENTIAL LEAKS AND SPILLS WHICH COULD BE COMMINGLED WITH RUNOFF FROM THE FACILITY. POLLUTANTS ASSOCIATED WITH COMMERCIAL AND INDUSTRIAL ACTIVITIES ARE NOT READILY AVAILABLE SINCE THEY ARE TYPICALLY PROPRIETARY.

**2. CONTROLS**

PRIOR TO BEGINNING GRADING, EXCAVATION, OR CLEARING AND GRUBBING OPERATIONS, SILT FENCE SHALL BE PLACED ALONG THE PERIMETER OF THE AREAS TO BE DISTURBED AT LOCATIONS WHERE RUNOFF CAN MOVE OFFSITE. VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION SHALL BE PRESERVED. AS AREAS REACH THEIR FINAL GRADE, ADDITIONAL SILT FENCES, SILT BASINS, COMPOST FILLED SOCKS, INTERCEPTING DITCHES, SOD FLUMES, LETDOWNS, BRIDGE EDGE DRAINS, AND EARTH DIKES SHALL BE INSTALLED AS SPECIFIED IN THE PLANS AND/OR AS REQUIRED BY THE PROJECT ENGINEER. THIS WILL INCLUDE USING SILT FENCE OR EQUIVALENT AS DITCH CHECKS AND TO PROTECT INTAKES. TEMPORARY STABILIZING MULCH SHALL BE COMPLETED AS THE DISTURBED AREAS ARE CONSTRUCTED. IF CONSTRUCTION ACTIVITY IS NOT PLANNED TO OCCUR IN A DISTURBED AREA FOR AS LEAST 21 DAYS, THE AREA SHALL BE STABILIZED BY TEMPORARY MULCHING WITHIN 14 DAYS. OTHER STABILIZING METHODS SHALL BE USED OUTSIDE THE SEEDING PERIOD.

**THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.**

AS THE WORK PROGRESSES, ADDITIONAL EROSION CONTROL ITEMS SUCH AS STRAW BALE BARRIER, SEDIMENT TRAPS, AND OTHER APPROPRIATE MEASURES SHALL BE INSTALLED BY THE PRIME OR SUBCONTRACTOR AS DETERMINED BY THE ENGINEER AFTER FIELD INVESTIGATION. THE CONSTRUCTION WILL BE COMPLETED WITH THE ESTABLISHMENT OF PERMANENT PERENNIAL VEGETATION OF ALL DISTURBED AREAS.

**3. OTHER CONTROLS**

CONTRACTOR DISPOSAL OF UNUSED CONSTRUCTION MATERIALS AND CONSTRUCTION MATERIAL WASTES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEM REGULATIONS. IN THE EVENT OF A CONFLICT WITH OTHER GOVERNMENTAL LAWS, RULES AND REGULATIONS, THE MORE RESTRICTIVE LAWS, RULES OR REGULATIONS SHALL APPLY.

**APPROVED STATE OR LOCAL PLANS**

DURING THE COURSE OF THIS CONSTRUCTION, IT IS POSSIBLE THAT SITUATIONS WILL ARISE WHERE UNKNOWN MATERIALS WILL BE ENCOUNTERED. WHEN SUCH SITUATIONS ARE ENCOUNTERED, THEY WILL BE HANDLED ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS IN EFFECT AT THE TIME.

**4. MAINTENANCE**

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES IN PROPER WORKING ORDER, INCLUDING CLEARING, REPAIRING, OR REPLACING THEM THROUGHOUT THE CONTRACT PERIOD. CLEANING OF SILT CONTROL DEVICES SHALL BEGIN WHEN THE FEATURES HAVE LOST 50% OF THEIR CAPACITY.

**5. INSPECTIONS**

INSPECTIONS SHALL BE MADE JOINTLY BY THE CONTRACTOR AND THE CONTRACTING AUTHORITY EVERY SEVEN CALENDAR DAYS AND AFTER EACH STORM EVENT THAT IS 1/2" OR GREATER. THE CONTRACTOR SHALL IMMEDIATELY BEGIN CORRECTIVE ACTION ON ALL DEFICIENCIES FOUND. THE FINDINGS OF THIS INSPECTION SHALL BE RECORDED IN THE PROJECT DIARY. THIS PPP MAY BE REVISED BASED ON THE FINDINGS OF THE INSPECTION. THE CONTRACTOR SHALL IMPLEMENT ALL REVISIONS. ALL CORRECTIVE ACTIONS SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS OF THE INSPECTION.

**6. NON-STORM DISCHARGES**

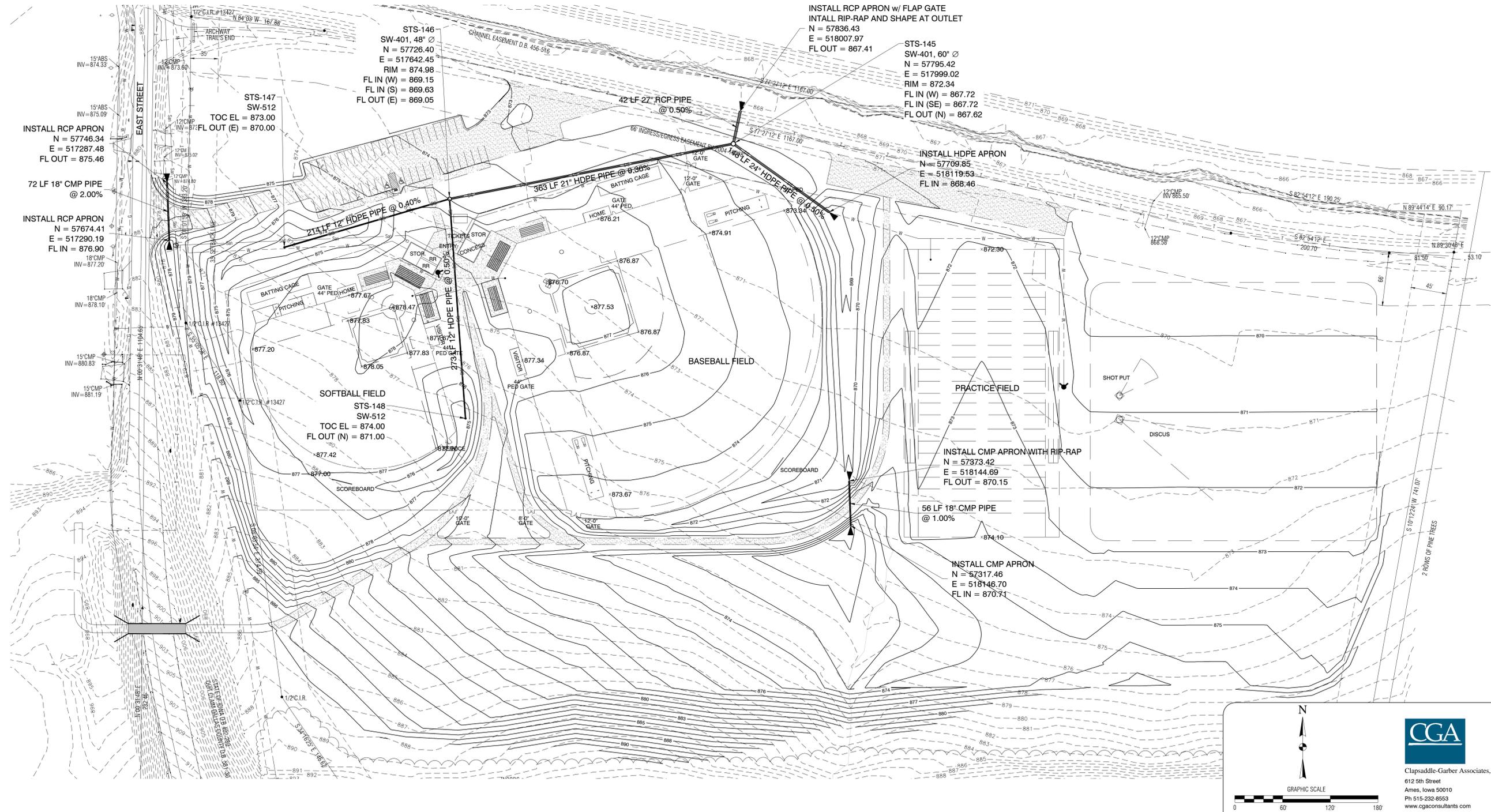
THIS INCLUDES SUBSURFACE DRAINS (I.E. LONGITUDINAL AND STANDARD SUBDRAINS), SLOPE DRAINS AND BRIDGE END DRAINS. THE VELOCITY OF THE DISCHARGE FROM THESE FEATURES MAY BE CONTROLLED BY THE USE OF PATIO BLOCKS, CLASS A STONE OR EROSION STONE.

**NOTE:**

THE POLLUTION PREVENTION PLAN ON THIS SHEET IS NOT THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS THE PRIME CONTRACTOR'S RESPONSIBILITY TO DEVELOP AND UPDATE THE SWPPP AS NEEDED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH IOWA DNR AND CITY OF VAN METER GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY, AND DOCUMENTING SUCH WITHIN THE SWPPP. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID. ALL EROSION CONTROL ITEMS SHALL BE REMOVED AT THE END OF THE PROJECT.

(A) INSTALL SILT FENCE - TO BE REMOVED AT END OF PROJECT

(B) INSTALL FILTER SOCK OR DROP-IN INLET PROTECTION - TO BE REMOVED AT END OF PROJECT



C:\Civil 3D Projects\5485\dwg\Sheets\5485-C300 Overall Grading Plan.dwg - CGA 24638 Plan - 07-20-13 - 5:20pm - MMJ225

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REVIEW  
SET

ISSUE DATE

ISSUE TITLE

REVISION DATE

REVISION TITLE

JOB NUMBER

SHEET NAME

OVERALL GRADING  
PLAN

SHEET NUMBER

C.300

**CGA**  
Clapsdille-Garber Associates, Inc  
612 9th Street  
Ames, Iowa 50010  
Ph 515-232-8559  
www.cgaconsultants.com

# VAN METER COMMUNITY SCHOOL ATHLETIC FIELD COMPLEX

## LEGAL DESCRIPTION

FROM BOOK 2005 PAGE 21756

PARCEL "C" OF THE SURVEY OF A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE 5TH P.M. CITY OF VAN METER, AS RECORDED IN BOOK 2004, PAGE 15778 IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA.

## OWNER/ADDRESS

VAN METER COMMUNITY SCHOOLS  
520 N. ST. AVENUE  
VAN METER, IOWA 50281

## REQUESTED BY:

JOHNNY BOYD, III  
ORIS PLC  
PO BOX 760  
WALKEZ, IOWA 50263

## SURVEYOR

BOLDMAN SURVEYING CONSULTANTS, LLC  
521 WEST GREEN STREET  
WINTERSET, IOWA 50273

## SITE AREA:

79.36 ACRES

## ZONING:

R-1 ZONING  
FRONT YARD-33'  
REAR YARD-45'  
SIDE YARD- 10% OF THE WIDTH MINIMUM 5'

FOR FURTHER INFORMATION CALL VAN METER CITY HALL 515-996-2544

## CONTROL POINTS/BENCHMARKS

BENCHMARK ELEVATIONS ARE NAVD83 (GEOID 12A). A BENCH LEVEL LOOP WAS RUN BETWEEN AN EXISTING PROJECT BENCHMARK ON THE WEST SCHOOL CAMPUS CONNECTING TO TWO NEW CONTROL POINTS ON THE EAST SIDE. TO CONVERT TO WEST SIDE DATUM SUBTRACT 787.52' (-787.52') FROM EAST SIDE ELEVATIONS TO GET WEST SIDE ELEVATIONS.

HORIZONTAL COORDINATES ARE DERIVED FROM IOWA STATE PLANE COORDINATE SYSTEM (1102) USING NAD83 (2011) DATUM.

## UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ARE TAKEN FROM EXISTING PUBLIC RECORDS AND LOCATIONS BY IOWA ONE CALL (TICKET #131030187 AND # 131851281) AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATION OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

## NOTES:

A 60' WIDE ACCESS EASEMENT AS SHOWN ON PLAT OF SURVEY RECORDED BOOK 2004 PAGE 18273. RUNS 60' SOUTHERLY FROM SOUTHERLY LINE OF CHANNEL EASEMENT. THE SOUTHERLY LINE OF THE CHANNEL EASEMENT (AS RECORDED) WAS MONUMENTED IN A PREVIOUS SURVEY AND IS SHOWN ON THIS SURVEY.



## UTILITY LEGEND

These standard symbols will be found in the drawing.

- X—X— FENCE
- D—D— GAS LINE
- SS—SS— SANITARY SEWER
- T—T— TELEPHONE/INTERNET
- Y—Y— TREE LINE
- W—W— WATER MAIN
- SANITARY MANHOLE
- x SPOT ELEVATION
- FIRE HYDRANT
- 1 SIGN
- POWER POLE
- JUNCTION BOX
- CURB WIRE
- TREES



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Craig S. Boldman P.L.S. No. 13427

Renewal date is December 31, 2014

Pages or sheets covered by this seal \_\_\_\_\_

## SURVEY LEGEND

These standard symbols will be found in the drawing.

- PERMANENT FOUND COR. SET
- FOUND IRON ROD, PIPE, ETC.
- SET 1/2" CAPPED IRON ROD (C.I.R.) #13427
- △ FOUND PLSS COR.
- FOUND PLSS COR.
- SURVEY CONTROL POINT

**BOLDMAN SURVEYING CONSULTANTS**  
521 WEST GREEN STREET WINTERSET, IOWA 50273  
PHONE 515-462-9242  
www.boldmansurveying.com

SITE SURVEY  
VAN METER COMMUNITY SCHOOL  
ATHLETIC FIELD COMPLEX  
VAN METER, IOWA

Project No. 13025

Fieldwork

Started

8-13-13

Completed

8-18-13

Fieldbook No. 29

Drawing date

8-25-13

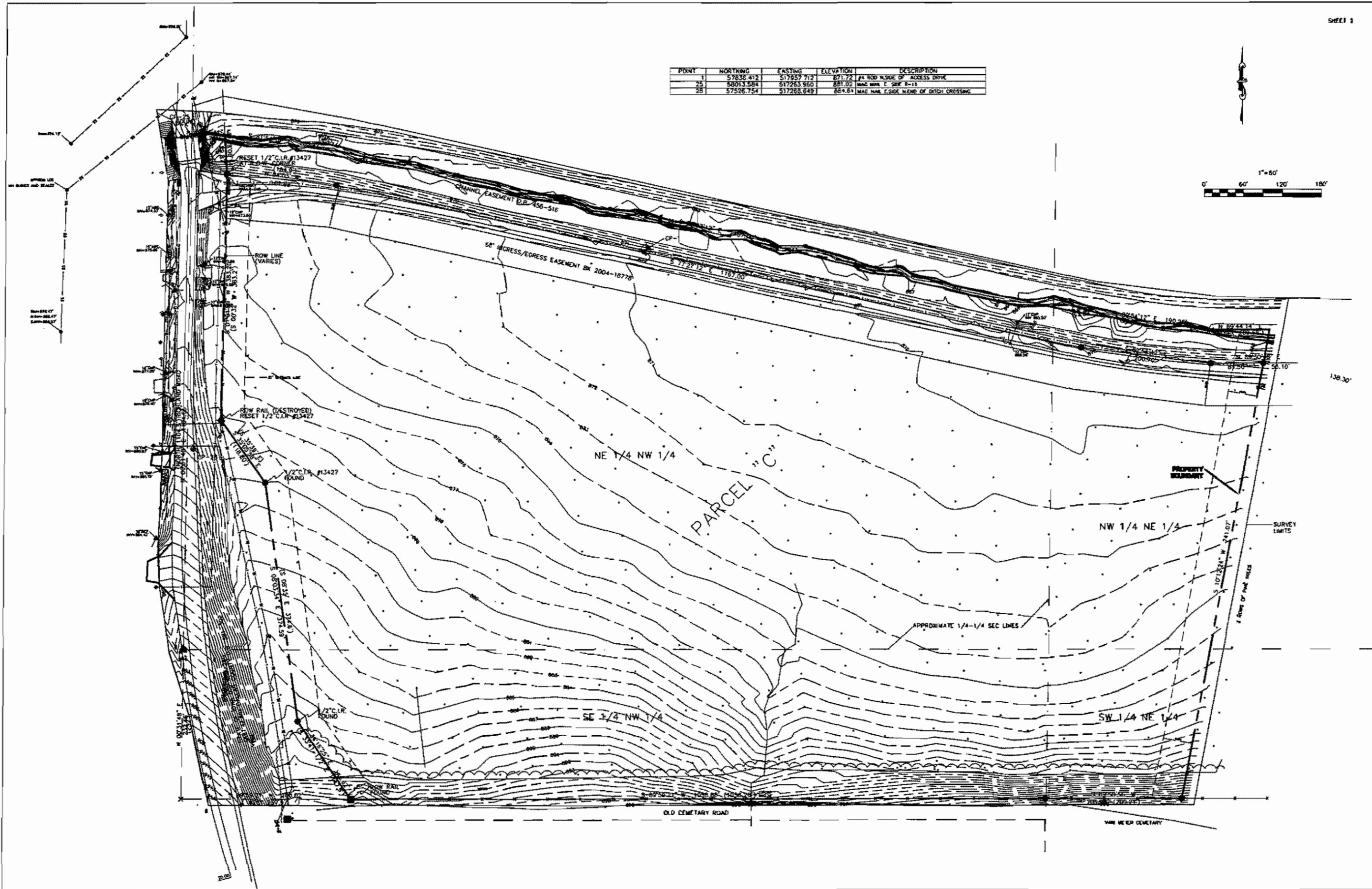
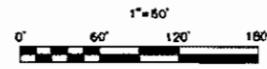
Revisions

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	57836.412	517957.712	871.72	#4 ROAD W/IDE OF ACCESS DRIVE
24	58013.584	517283.980	881.02	ROAD MARK E SIDE R-11
25	57528.754	517283.849	884.64	MARK N/NE E SIDE W/END OF DITCH CROSSING



### EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	A1-A2 C1-C2	70'	-	70'	1500W MZ	6	6	0
2	B1-B2	80'	-	80'	1500W MZ	10	10	0
6	TOTALS					44	44	0



### MY PROJECT

Name: **Van Meter High School Baseball**  
Location: Van Meter, IA

### GRID SUMMARY

Name: **Baseball**  
Size: Irregular 320' / 350' / 305'  
Spacing: 30.0' x 30.0'  
Height: 3.0' above grade

### CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>50</b>	<b>30</b>
Scan Average:	50.74	30.87
Maximum:	58	42
Minimum:	36	21
Avg / Min:	1.40	1.50
<b>Guaranteed Max / Min:</b>	<b>2</b>	<b>2.5</b>
Max / Min:	1.60	2.06
UG (adjacent pts):	1.22	1.54
CV:	0.12	0.16
No. of Points:	25	95

LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	44
Avg KW:	68.82 (74.8 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

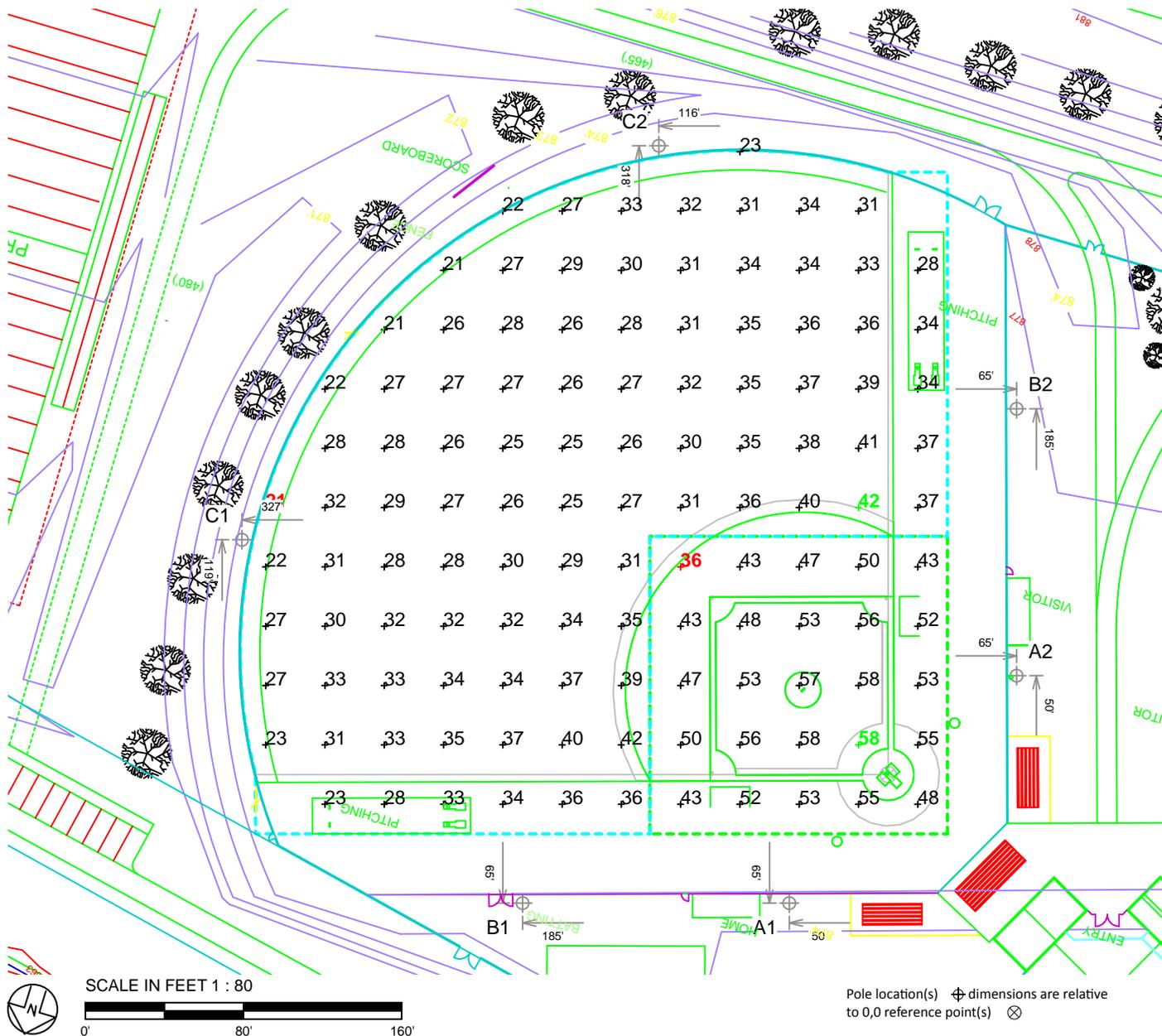
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

### ENGINEERED DESIGN

By: **Matt Pearson, LC**  
File # / Date: 132441B 16-Jul-13

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2013 Musco Sports Lighting, LLC.



SCALE IN FEET 1 : 80

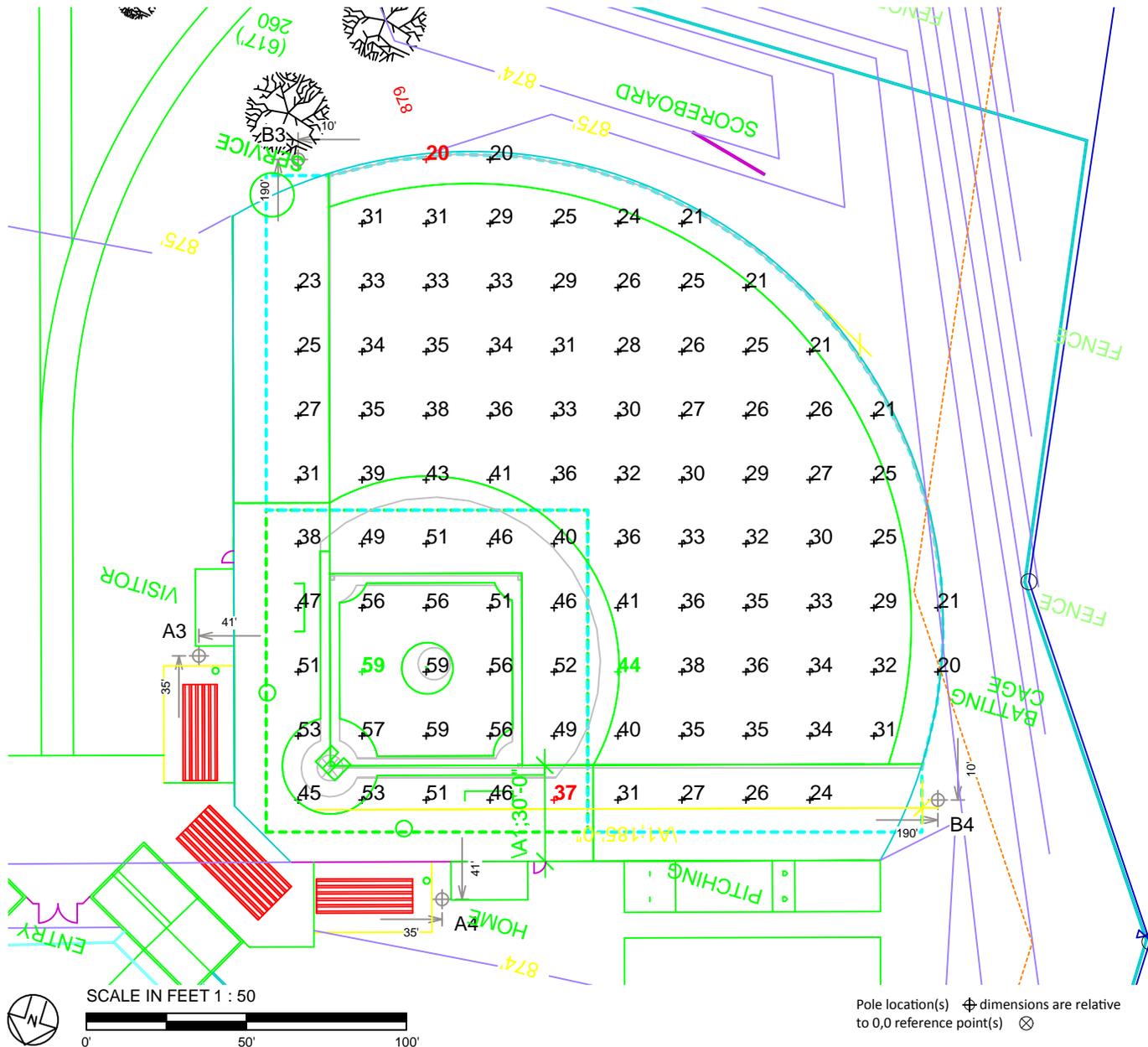


Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

## ILLUMINATION SUMMARY

**EQUIPMENT LIST FOR AREAS SHOWN**

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	-	60'	1500W MZ	3	3	0
2	B3-B4	70'	-	70'	1500W MZ	5	5	0
4	TOTALS					16	16	0



**MY PROJECT**

**Name:** Van Meter High School Baseball  
**Location:** Van Meter, IA

**GRID SUMMARY**

**Name:** Softball  
**Size:** 185'/210'/185' - basepath 60'  
**Spacing:** 20.0' x 20.0'  
**Height:** 3.0' above grade

**CONSTANT ILLUMINATION**

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>50</b>	<b>30</b>
Scan Average:	50.58	30.32
Maximum:	59	44
Minimum:	37	20
Avg / Min:	1.35	1.50
<b>Guaranteed Max / Min:</b>	<b>2</b>	<b>2.5</b>
Max / Min:	1.58	2.19
UG (adjacent pts):	1.32	1.55
CV:	0.13	0.19
No. of Points:	25	71

**LUMINAIRE INFORMATION**

**Luminaire Type:** Green Generation  
**Rated Lamp Life:** 5,000 hours  
**Avg Lumens / Lamp:** 134,000  
**Avg Lamp Tilt Factor:** 1.000  
**No. of Luminaires:** 16  
**Avg KW:** 25.02 (27.2 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

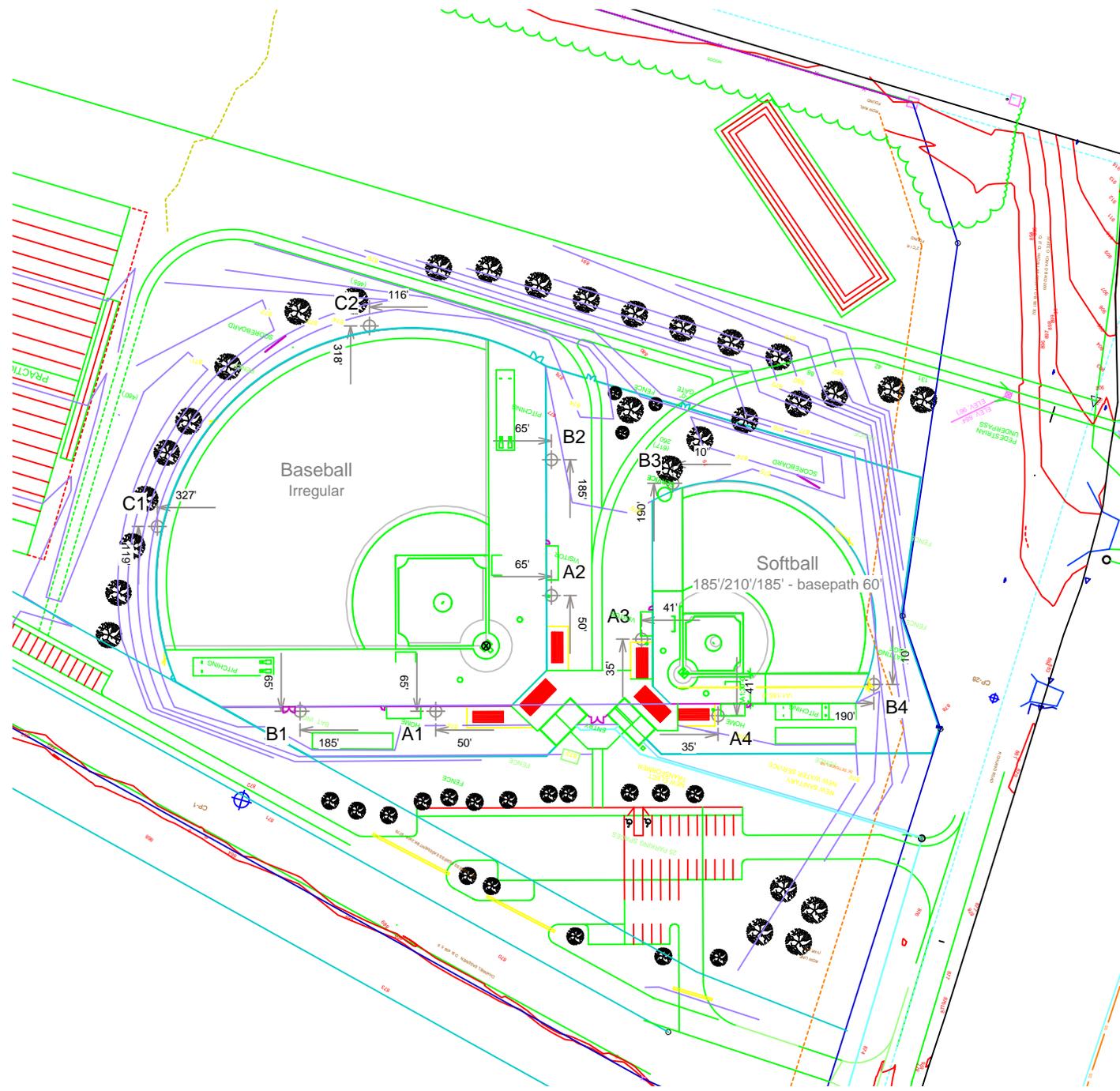
**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

**By:** Matt Pearson, LC  
**File # / Date:** 132441B 16-Jul-13

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**ILLUMINATION SUMMARY**



**MY PROJECT**  
 Name: Van Meter High School Baseball  
 Location: Van Meter, IA

**EQUIPMENT LAYOUT**

**INCLUDES:**  
 Baseball  
 Softball

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

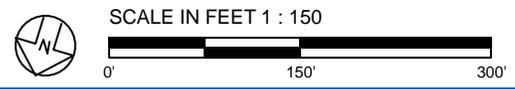
**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	Pole SIZE	GRADE ELEVATION	Luminaires		QTY / POLE
				MOUNTING HEIGHT	LAMP TYPE	
4	A1-A2 C1-C2	70'	-	70'	1500W MZ	6
2	A3-A4	60'	-	60'	1500W MZ	3
2	B1-B2	80'	-	80'	1500W MZ	10
2	B3-B4	70'	-	70'	1500W MZ	5
10	TOTALS					60

**SINGLE LUMINAIRE AMPERAGE DRAW CHART**

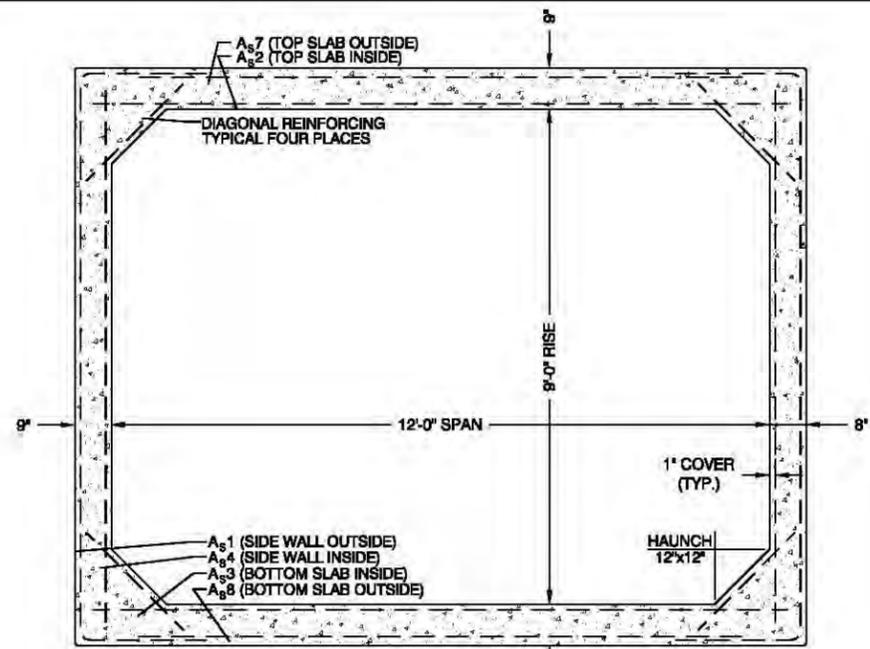
Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7	3.7

**ENGINEERED DESIGN**  
 By: Matt Pearson, LC  
 File # / Date: 132441B 16-Jul-13



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

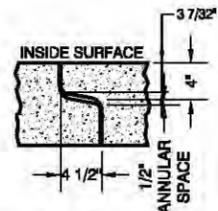
Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2013 Musco Sports Lighting, LLC.



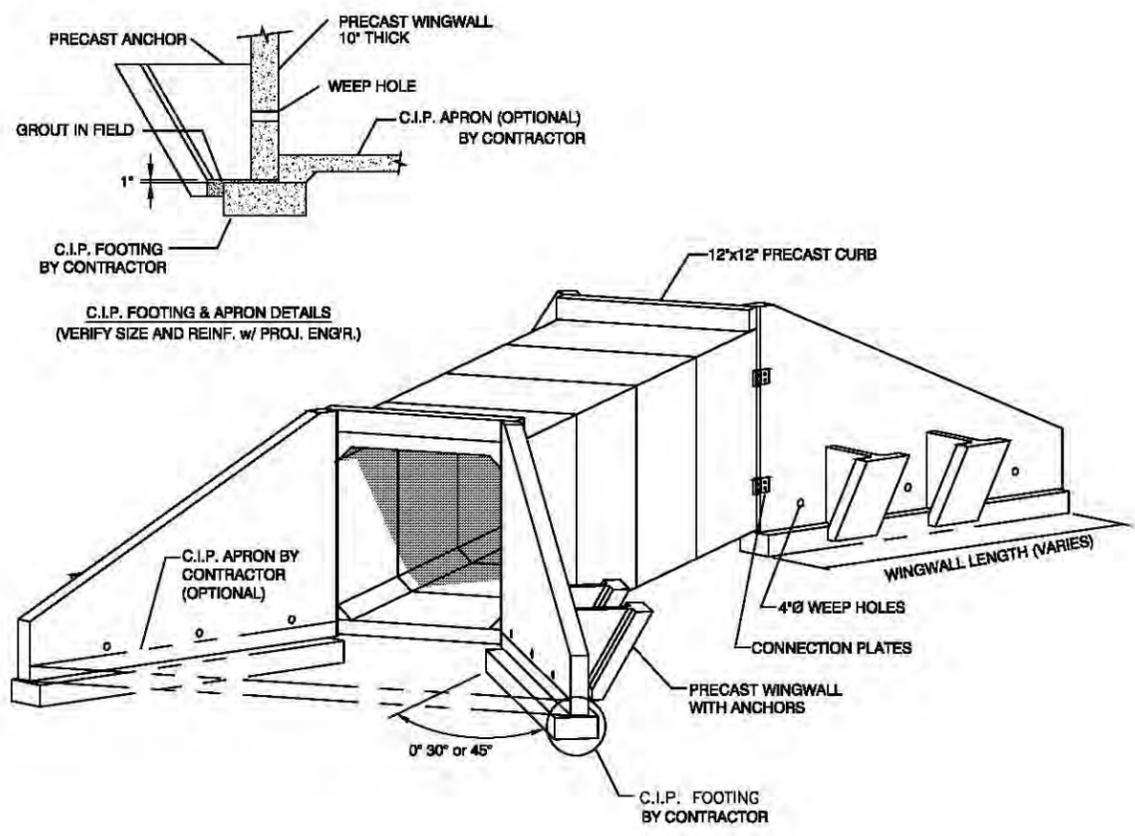
**SECTION VIEW**

WEIGHT / FT. = 5,100 LBS.

LOADING, DESIGN METHODS AND MATERIALS  
 COMPLY WITH ASTM C789 or C850  
 Standard laying length = 8'-0"  
 WWF ASTM A185,  $f_y = 65$  KSI  
 Concrete Strength,  $f_c = 5$  KSI  
 Box culvert design and analysis is performed on  
 the BOX CAR computer program.

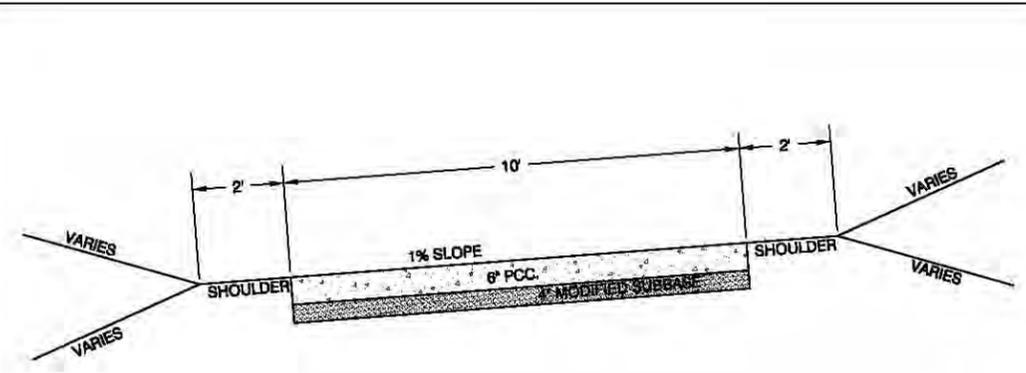


**TYPICAL JOINT DETAIL**



**C.I.P. FOOTING & APRON DETAILS  
 (VERIFY SIZE AND REINF. w/ PROJ. ENGR.)**

**12' x 9' SINGLE CELL BOX CULVERT**



**TRAIL TYPICAL SECTION**

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA**  
 Chaparral-Gerber Associates, Inc.  
 612 9th Street  
 Ames, Iowa 50010  
 PH 515-225-3685  
 www.cgaonline.com

DESIGNED: XXX DATE: \_\_\_\_\_  
 DRAWN: XXX DATE: \_\_\_\_\_  
 CHECKED: XXX DATE: \_\_\_\_\_  
 APPROVED: XXX DATE: \_\_\_\_\_

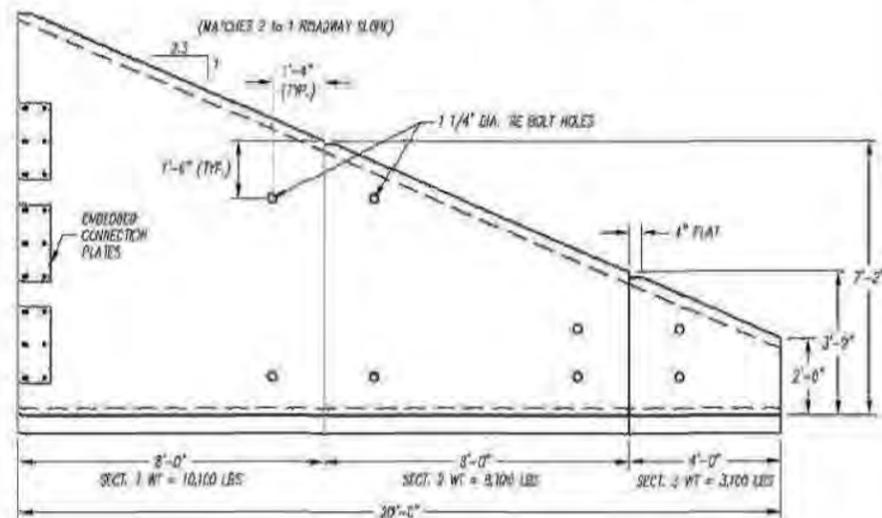
**VAN METER PEDESTRIAN UNDERPASS**  
 VAN METER, IOWA

**DETAILS**

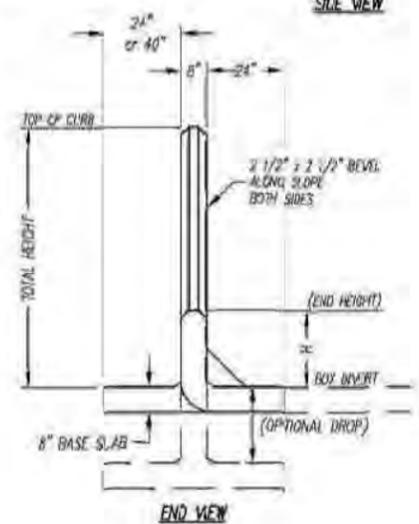
PROJECT NO.  
1635  
 SHEET NO.  
B.01

J:\6556\proj\Sheets\1635 B Sheets.rvt - B.01 - 07-19-13 - 3:20pm - g126

30 DEG. FLARED END SECTION  
FOR 9' RISE BOX CULVERT



SIDE VIEW



END VIEW



CONNECTION PLATE DETAIL

J:\1635.dwg (Sheet) 1635 B Sheets.dwg - 8.02 - 01-14-13 - 3:38pm - g1022

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Chesapeake-Corbin Associates, Inc.  
612 695 8800  
Fenton, Iowa 50501  
P.O. Box 225-4997  
www.cga.com

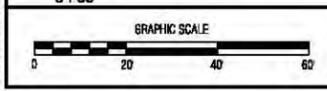
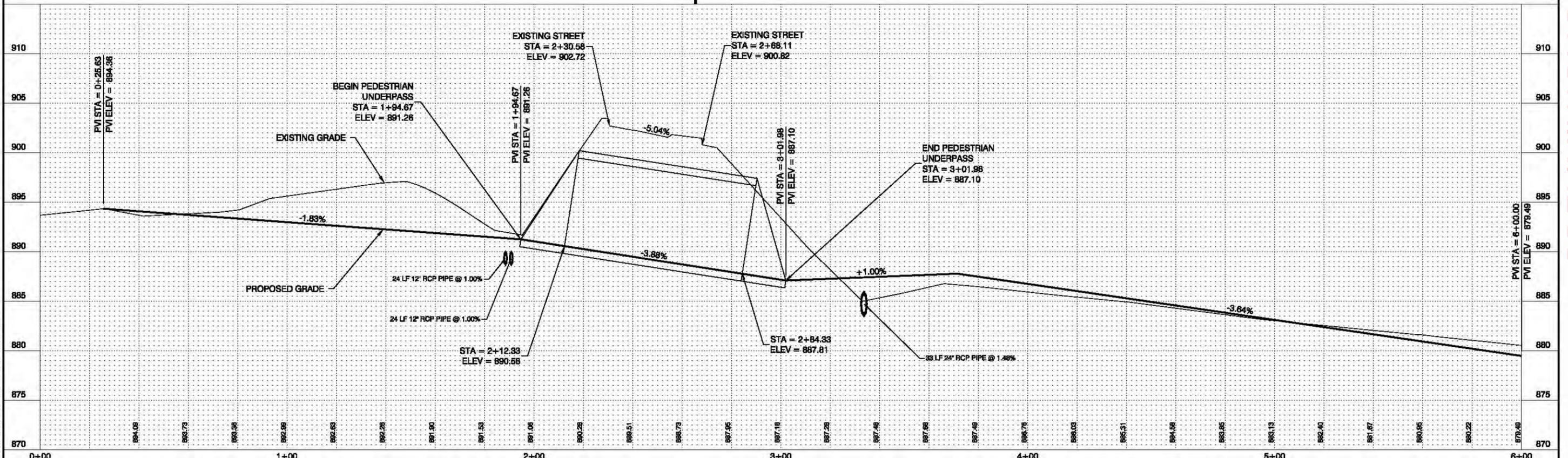
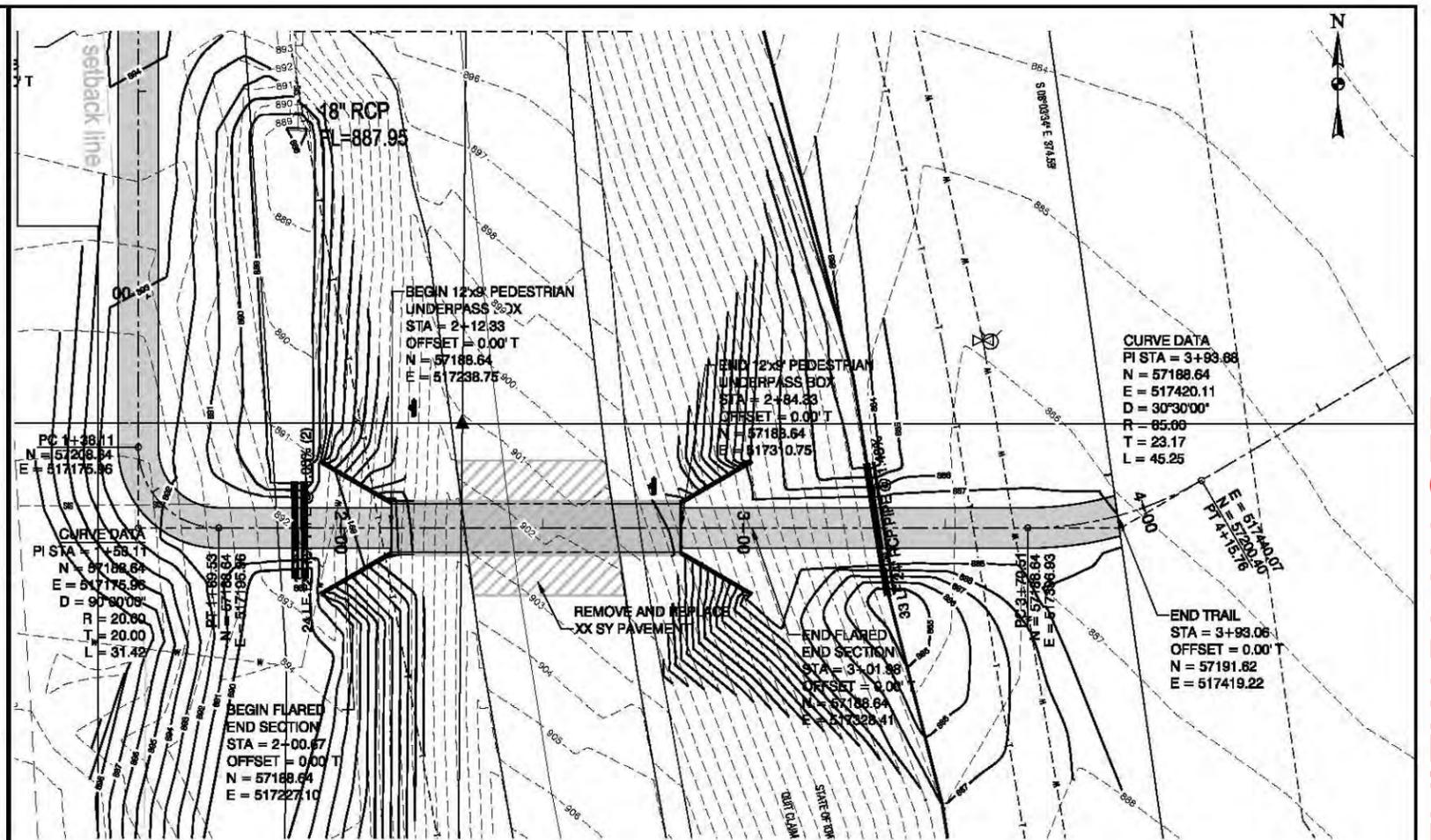
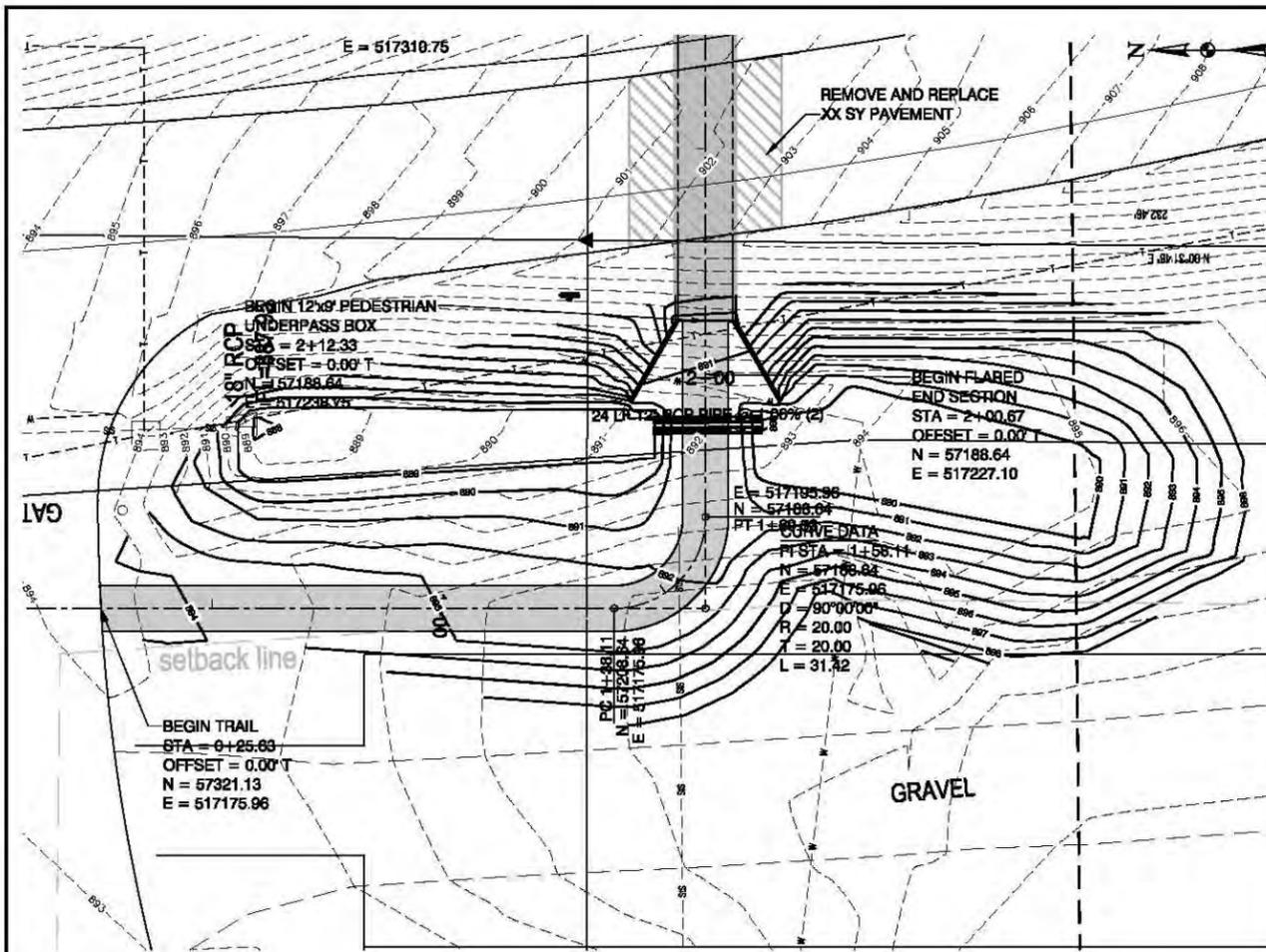
DESIGNED: <u>XXX</u>	DATE: _____
DRAWN: <u>XXX</u>	DATE: _____
CHECKED: <u>XXX</u>	DATE: _____
APPROVED: <u>XXX</u>	DATE: _____

**VAN METER PEDESTRIAN UNDERPASS**  
VAN METER, IOWA

**DETAILS**

PROJECT NO. 1635
SHEET NO. B.02

**PRELIMINARY REVIEW PLAN SET**



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: AJ DATE: 7-19-18  
 DRAWN: AJ DATE: 7-19-18  
 CHECKED: DATE:  
 APPROVED: DATE:

**VAN METER PEDESTRIAN UNDERPASS**  
 VAN METER, IOWA

**PLAN AND PROFILE**

PROJECT NO. 1635.04  
 SHEET NO. D.01

PRELIMINARY REVIEW PLAN SET



35'

12" CURB  
INV-873.63

12" CURB  
INV-873.69

12" CURB  
INV-873.77

12" CURB  
INV-874.01

12" CURB  
INV-874.25

12" CURB  
INV-874.49

12" CURB  
INV-874.73

12" CURB  
INV-874.97

12" CURB  
INV-875.21

12" CURB  
INV-875.45

12" CURB  
INV-875.69

12" CURB  
INV-875.93

32" SIDEWALK LINE

ZCIR #13427

S 39° 02' E

BATTIN

GATE  
44" PEI

HOME

TICKETS STOR.

ENTRY

CONCESS

STOR.

RR

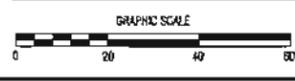
RR

GATE  
44" PED HOME

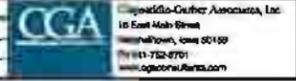
PITCHING

VISITOR  
44"  
PED GATE

VISI



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: JXX DATE: 12-20-22  
 DRAWN: JXX DATE: 12-20-22  
 CHECKED: JXX DATE: 12-20-22  
 APPROVED: JXX DATE: 12-20-22



MARSHALLTOWN, IOWA

PLAN

PROJECT NO. 0000.00  
 SHEET NO. 2.00

U:\Projects\2022\12-20-22\12-20-22 - Marshalltown - CGA Plan - 07-27-15 - 1510pm - 11222

# Agenda Item #7 - VM Schools Pedestrian Underpass

Submitted for:

Action

Recommendation:

Approval subject to comments and recommendations

Sample Language:

Mayor: *Would the School Districts representative please present the proposed pedestrian underpass*

School District Representative: *Gives presentation.*

Mayor: *Would Staff please present their comments and recommendations*

Staff: *Presents Comments and recommendations.*

Mayor: *Does the City Council wish to discuss further the School's proposed pedestrian underpass? If not, I would entertain a motion to approve the pedestrian underpass subject to staff's comments and recommendations.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The pedestrian underpass is approved. Thank you.*



August 8, 2013

Jake Anderson  
City Administrator  
City of Van Meter  
505 Grant Street  
P.O. Box 160  
Van Meter, Iowa 50261-0160

VAN METER, IOWA  
VAN METER COMMUNITY SCHOOL DISTRICT  
PEDESTRIAN UNDERPASS

On August 7, 2013, the writer received from Johnny Boyd the preliminary plans for the pedestrian underpass to be constructed by the Van Meter Community School District as part of its athletic facility complex. For your information enclosed is a copy of the preliminary plan drawings. The writer has completed a review of the preliminary plans.

The preliminary plan drawings are consistent with the layout and detail previously provided by the Van Meter Community School District. Based on review, the writer has no specific comments relative to the underpass itself.

The plan drawings show the guardrails along Richland Road that were discussed by Johnny Boyd at the Plan and Zoning Commission meeting. The purpose of the guardrails would be to prevent vehicles leaving Richland Road from being carried into the pedestrian underpass by the steep slopes on both the east side and west side of Richland Road.

As the writer commented at the Plan and Zoning Commission, the Iowa Department of Transportation Design Standards would not require guardrails be installed. The underpass itself extend more than 10 feet beyond the edge of Richland Road. In reviewing the guardrail standards of the Iowa Department of Transportation it should be remembered the purpose of guardrails is to provide protection to the vehicle leaving the road. It is assumed that the protection of the vehicle is only needed within the 10-foot clear zone.

Jake Anderson  
August 8, 2013  
Page 2.

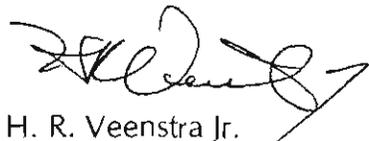
The primary interest of the City of Van Meter is not to protect the vehicle from traveling off of Richland Road. The primary interest of the City would be to protect pedestrians in the underpass from a vehicle leaving Richland Road. This interest of the City of Van Meter is not addressed in the guardrail standards of the Iowa Department of Transportation, as those standards do not contemplate the protection of pedestrians in the situation such as the underpass.

The plan drawings for the underpass indicate the guardrails are an alternative bid item. At the Plan and Zoning Commission it was indicated the School District would consider constructing the guardrails if they can be funded within the budget for the underpass. The implication at the Plan and Zoning Commission meeting was the guardrails would not be constructed if the cost cannot be accommodated within the budget.

The writer believes the guardrails would be beneficial to protect pedestrians that would otherwise have no warning of a vehicle leaving Richland Road near the pedestrian underpass. While the City can defer to the Iowa Department of Transportation standards the City has significant discretion in approving the pedestrian underpass. The writer believes it would be within the prerogative of the City to require the guardrails even if they are not required under the Iowa Department of Transportation clear zone standards.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

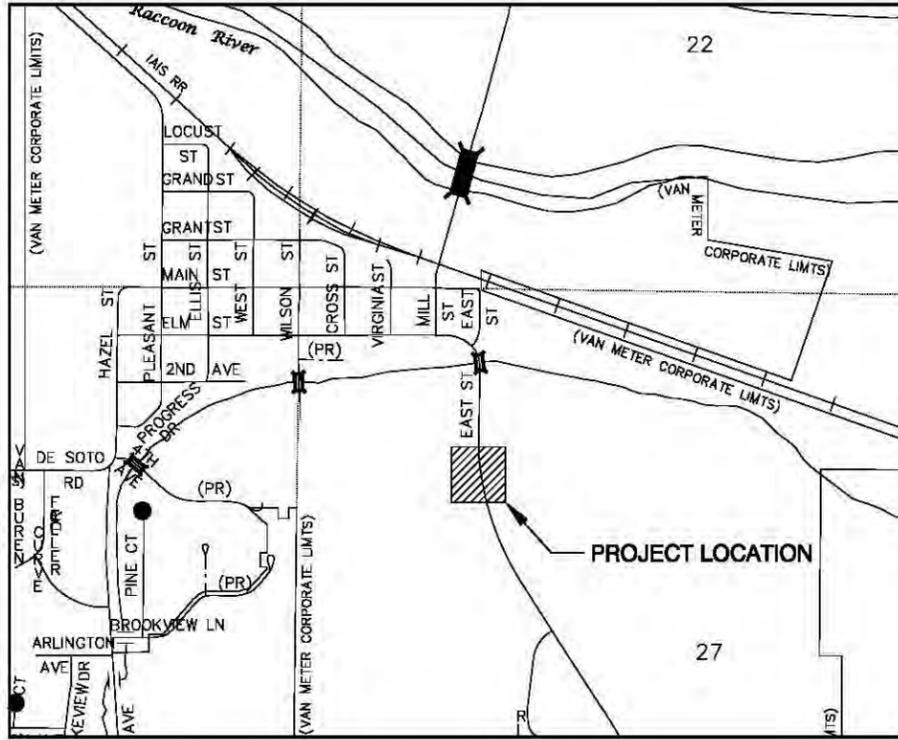
VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:pjh  
600-11  
Enclosure

# VAN METER PEDESTRIAN UNDERPASS VAN METER, IOWA ~2013~



**VICINITY MAP**  
NOT TO SCALE



IOWA STATE MAP  
© 2012

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATION (SUDAS) SERIES 2013 AND THE PROJECT MANUAL ASSOCIATED WITH THIS PROJECT.

### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	SYMBOLS, LEGEND AND GENERAL INFORMATION
B.01-B.03	DETAILS
C.01	QUANTITY AND REFERENCE INFORMATION
D.01	PLAN AND PROFILE
D.02	GRADING PLAN

APPROVED  
CITY OF VAN METER

\_\_\_\_\_  
DATE

**MARK A. CRAWFORD**  
LICENSED  
16505  
PROFESSIONAL ENGINEER  
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: Mark A. Crawford, PE  
Iowa License Number 16505  
My license renewal date is December 31, 2014

Pages or sheets covered by this seal: \_\_\_\_\_



Clapsaddle-Garber Associates, Inc  
612 5th Street  
Ames, Iowa 50010  
Phone 515-232-8553  
www.cgaconsultants.com

PRELIMINARY

**LEGEND**

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	RIGHT-OF-WAY RAIL OR LOT CORNER

**UTILITY COMPANIES**

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT.

VAN METER WATER WORKS	
DAVE HERMAN	712-240-8280
CITY OF VAN METER	
SONDRA BITTNER	712-898-2844
QWEST - TELEPHONE	1-800-244-1111
MID-AMERICAN ENERGY	1-800-329-8261
MEDIACOMM - CABLE TV	1-800-332-0245

NOTE: UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS, AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

**PROJECT CONTROL POINTS**

CP 1	N: 57836.412	E: 517957.712	ELEV: 871.72	DESCRIPTION: #4 ROD N. SIDE OF ACCESS DRIVE
CP 25	N: 58013.584	E: 517283.960	ELEV: 881.02	DESCRIPTION: MAG NAIL E. SIDE R-16 ABOUT 1/2 WAY
CP 28	N: 57528.754	E: 517288.648	ELEV: 884.81	DESCRIPTION: MAG NAIL E. SIDE N. END OF CULVERT

**ENGINEER/PREPARER OF SITE PLAN**

CLAPSADDLE-GARBER ASSOCIATES, INC.  
612 6TH STREET  
AMES, IOWA 50010  
(515) 232-1784  
CONTACT: MARK A. CRAWFORD, P.E.  
DATE OF PREPARATION: JULY 25, 2013

**GENERAL NOTES**

- CONTRACTOR SHALL CALL IOWA ONE CALL PRIOR TO CONSTRUCTION.
- ALL WORK IS TO BE COORDINATED WITH THE CITY OF VAN METER AND VAN METER COMMUNITY SCHOOL.
- EXCAVATION AND DISRUPTION OF THE EXISTING RICHLAND ROAD IS TO BE COORDINATED WITH CITY OF VAN METER AND VAN METER COMMUNITY SCHOOL A MINIMUM OF TWO (2) WEEKS IN ADVANCE.



VALUE ENGINEERING SAVES. REFER TO ARTICLE 1105.15 OF THE SPECIFICATIONS.

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



Clapsaddle-Garber Associates, Inc.  
612 6th Street  
Ames, Iowa 50010  
Ph: 515-232-1784  
www.clapsaddle-garber.com

DESIGNED: *AM* DATE: 8-7-13  
DRAWN: *AM* DATE: 8-7-13  
CHECKED: DATE:   
APPROVED: DATE:

**VAN METER PEDESTRIAN UNDERPASS**  
VAN METER, IOWA

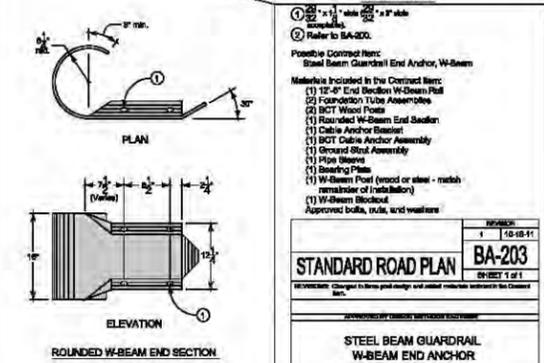
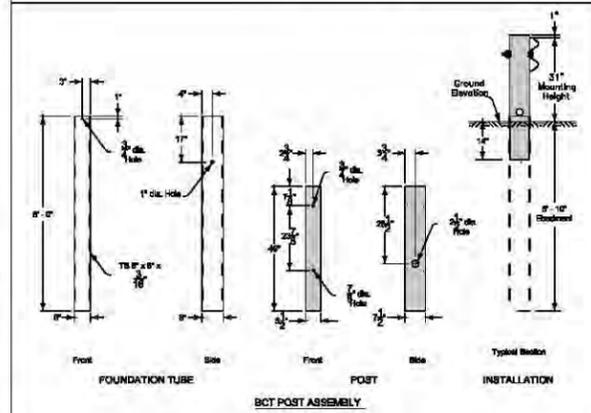
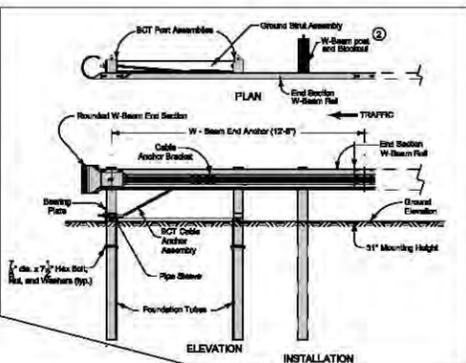
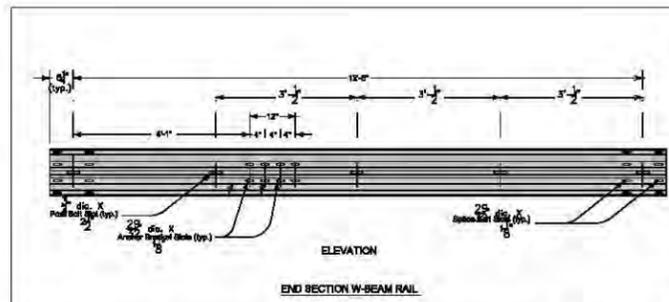
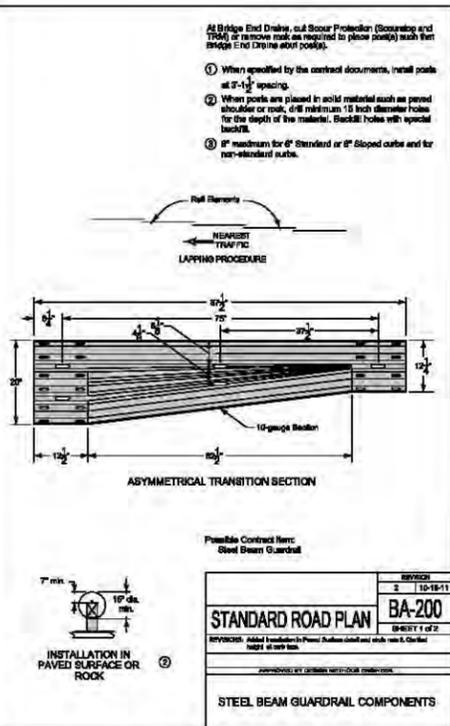
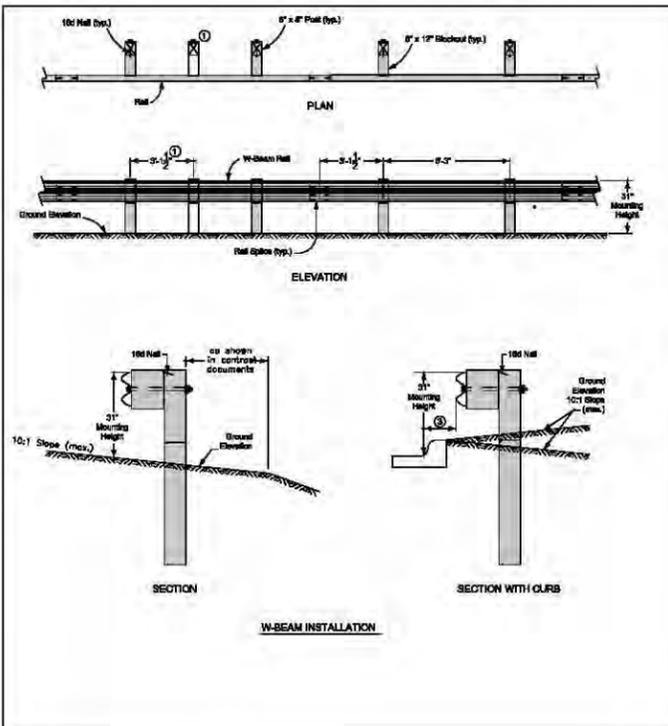
**SYMBOLS, LEGEND, AND GENERAL INFORMATION**

PROJECT NO. 1835.04  
SHEET NO. A.02

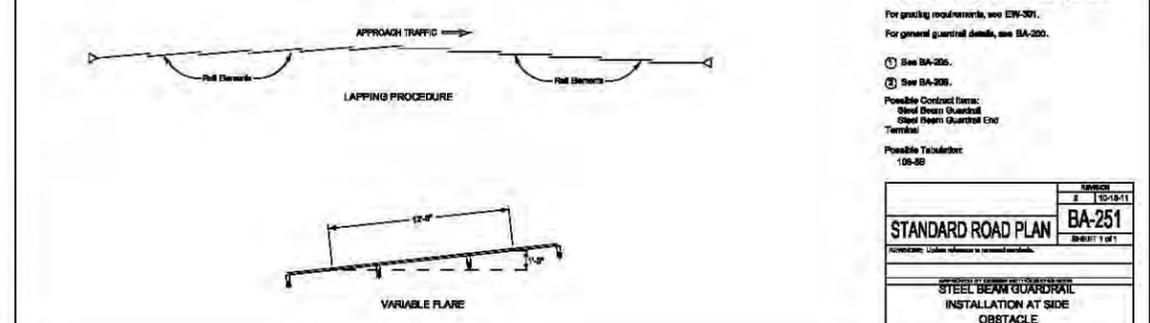
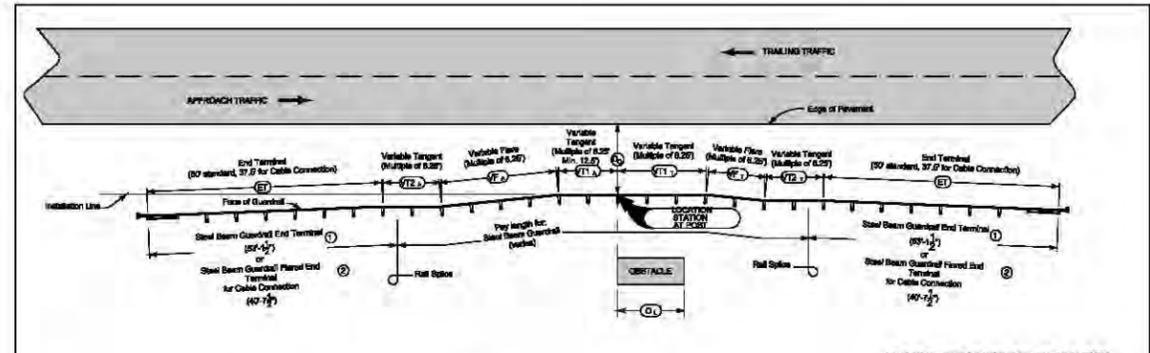
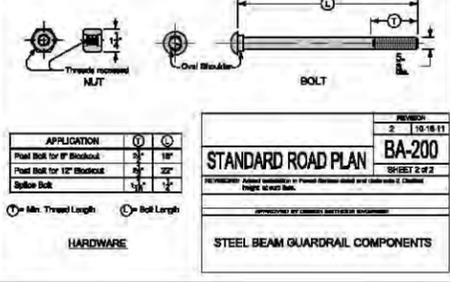
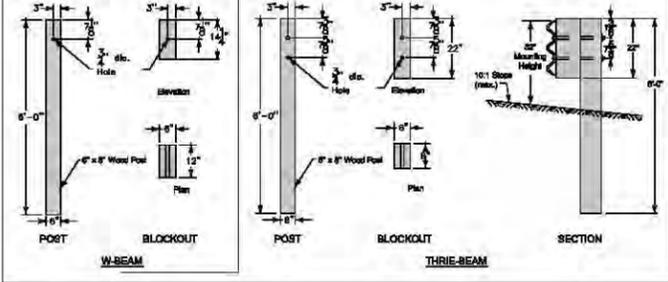
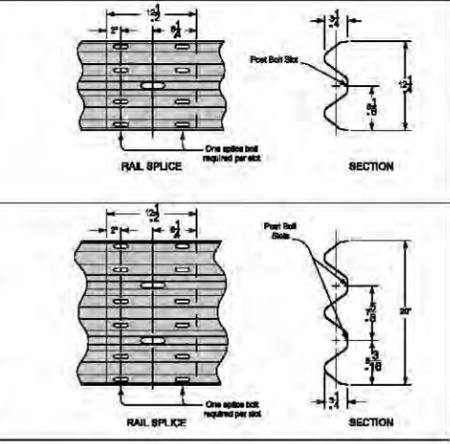
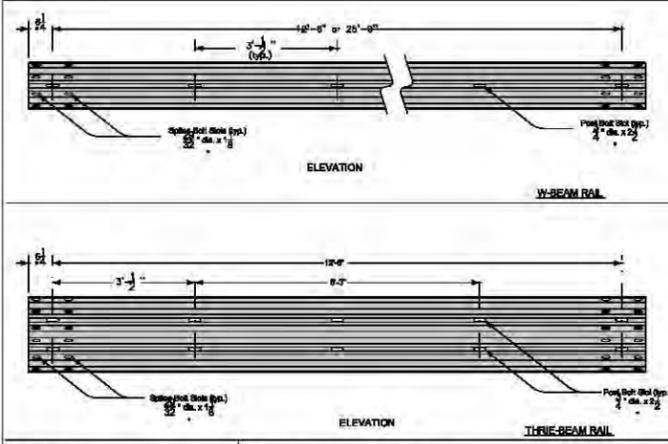
PRELIMINARY







REVISION	
1	10-18-11
STANDARD ROAD PLAN BA-203	
SHEET 1 OF 1	
APPROVED BY: [Signature]	
STEEL BEAM GUARDRAIL W-BEAM END ANCHOR	



REVISION	
1	10-18-11
STANDARD ROAD PLAN BA-251	
SHEET 1 OF 1	
APPROVED BY: [Signature]	
STEEL BEAM GUARDRAIL INSTALLATION AT SIDE OBSTACLE (TWO-WAY PROTECTION)	

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Chaparrillo-Gerber Associates, Inc.  
 812 9th Street  
 Ames, Iowa 50010  
 PH 515-225-3685  
 www.cgaonline.com

DESIGNED: AJ DATE: 8-7-13  
 DRAWN: AJ DATE: 8-7-13  
 CHECKED: DATE:  
 APPROVED: DATE:

**VAN METER PEDESTRIAN UNDERPASS**  
 VAN METER, IOWA

**DETAILS**

PROJECT NO. 1635  
 SHEET NO. B.02

BASE BID PROJECT QUANTITIES				
ITEM NO.	ITEM	UNIT	TOTAL	AS-BUILT
DIVISION 1 - GENERAL				
1.01	MOBILIZATION	LS	1	
1.02	TRAFFIC CONTROL	LS	1	
1.03	CONSTRUCTION SURVEY	LS	1	
DIVISION 2 - EARTHWORK				
2.01	EXCAVATION, CLASS 10	CY	2,299	
2.02	TOPSOIL STRIP, SALVAGE, SPREAD	CY	819	
2.03	SUBGRADE PREPARATION, 12"	SY	173	
2.04	MODIFIED SUBBASE, 4"	SY	460	
2.05	MODIFIED SUBBASE, 8"	SY	265	
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION				
NOT USED				
DIVISION 4 - SEWERS AND DRAINS				
4.01	STORM SEWER, TRENCHED RCP, 12"	LF	48	
4.02	STORM SEWER, TRENCHED RCP, 24"	LF	33	
4.03	SUBDRAIN, 6"	LF	135	
4.04	SUBDRAIN, SW-203 CLEANOUT	EA	1	
4.05	SUBDRAIN, OUTLET 6"	EA	1	
DIVISION 5 - WATER MAINS AND APPURTENANCES				
5.01	WATER MAIN, LOWER	LF	80	
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	MODIFIED PRE CAST CONCRETE BOX CULVERT, 12 FT. x 9 FT.	LF	72	
6.02	PRE CAST CONCRETE BOX CULVERT, FLARED END SECTION	EA	2	
DIVISION 7 - STREETS AND RELATED WORK				
7.01	PAVEMENT, HMA (300K ESAL), BASE COURSE	TON	51	
7.02	PAVEMENT, HMA (300K ESAL), SURFACE COURSE	TON	17	
7.03	PAVEMENT, PCC, 8" TRAIL	SY	329	
7.04	GRANULAR SHOULDER, 12"	TON	19	
7.05	PAVEMENT REMOVAL	SY	155	
DIVISION 8 - TRAFFIC SIGNALS				
NOT USED				
DIVISION 9 - SITE WORK AND LANDSCAPING				
9.01	SEEDING AND FERTILIZING, TYPE 1	AC	0.60	
9.02	MULCHING	AC	0.60	
9.03	RECP, TYPE 2.D	SY	850	
9.04	SILT FENCE, INSTALLATION	LF	300	
9.05	SILT FENCE, REMOVAL OF SEDIMENT	LF	300	
9.06	SILT FENCE, REMOVAL OF DEVICE	LF	300	
DIVISION 11 - DEMOLITION				
NOT USED				

ALTERNATE BID PROJECT QUANTITIES				
ITEM NO.	ITEM	UNIT	TOTAL	AS-BUILT
DIVISION 1 - GENERAL				
DIVISION 7 - STREETS AND RELATED WORK				
A7.01	STEEL BEAM GUARDRAIL	LF	225	
A7.02	STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM	EA	4	

ESTIMATE REFERENCE INFORMATION	
ITEM NO.	DESCRIPTION
1.01	REFER TO DIVISION 1 GENERAL PROVISIONS AND COVENANTS AND SECTION 1030 OF SUDAS.
1.02	THIS BID ITEM INCLUDES ALL SIGNS AND BARRICADES AS DETAILED HERE IN AND AS REEQUIRED BY THE ENGINEER AND ALL OTHER WORK NECESSARY TO CONTROL TRAFFIC DURING CONSTRUCTION. ALL TRAFFIC SIGNS SHALL BE FLORESCENT ORANGE VIP SHEETING. ALL TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
1.03	THIS BID ITEM INCLUDES ALL MATERIAL, LABOR, AND EQUIPMENT NECESSARY TO PROVIDE CONSTRUCTION SURVEYING FOR THE PURPOSE OF PROJECT CONSTRUCTION.
2.01	THIS BID ITEM SHALL INCLUDE CLASS 10 EXCAVATION, SEE IOWA SUDAS SECTION 2010 § 2.02A FOR DETAILS. MEASUREMENT AND PAYMENT WILL BE PER PLAN QUANTITY. CUT = 2,299 CY FILL+35% = 269 CY NET = 2,030 CY WASTE
2.02	ALL TOPSOIL AND VEGETATION SHALL BE REMOVED TO A DEPTH OF 6 INCHES WITHIN THE GRADING LIMITS ACCORDING TO SECTION 2010 § 2.01 OF IOWA SUDAS. ALL TOPSOIL SHALL BE RESPREAD AT 8 INCHES PRIOR TO SEEDING ACCORDING TO THE SPECIFICATIONS. REFER TO IOWA SUDAS SECTION 2010 § 1.08D FOR MEASUREMENT AND PAYMENT. TOPSOIL STRIP = 700 CY TOPSOIL SPREAD = 810 CY TOPSOIL NET = 90 CY WASTE
2.03	THIS BID ITEM INCLUDES THE SUBGRADE PREPARATION OF THE TOP 12 INCHES OF SUBGRADE AS SPECIFIED IN THE PROJECT PLANS. REFER TO IOWA SUDAS SECTION 2010 § 3.08 FOR DETAILS. THE AREA OF SUBGRADE PREPARATION SHALL INCLUDE ALL HMA PAVED AREAS, AND SHALL EXTEND 2.0 FEET BEHIND ALL GRANULAR SHOULDER LINES OR EDGE OF PAVEMENT AS SHOWN IN THE PLANS. COMPACTION SHALL BE MOISTURE AND DENSITY CONTROLLED ACCORDING TO IOWA SUDAS SECTION 2010 § 3.08. THE SUBGRADE SHALL BE PREPARED TO REMOVE HUMPS, DIPS AND CROWN DEVIATIONS. REFER TO SUDAS SECTION 2010 § 1.08G FOR MEASUREMENT AND PAYMENT
2.04	THIS BID ITEM SHALL BE CONSTRUCTED AS 4 INCHES OF MODIFIED SUBBASE UNDER PCC TRAIL PAVING AND SHALL EXTEND 2.0 FEET BEHIND EDGE OF PAVEMENT AS SHOWN IN PLANS. THIS BID ITEM SHALL MEET THE REQUIREMENTS OF IOWA SUDAS SECTION 2010 § 2.04D3. REFER TO SUDAS SECTION 2010 § 3.08 FOR DETAILS AND SECTION 2010 § 1.08I FOR MEASUREMENT AND PAYMENT.
2.05	THIS BID ITEM SHALL BE CONSTRUCTED AS 8 INCHES OF MODIFIED SUBBASE UNDER PCC PRECAST BOX CULVERT AND SHALL EXTEND 2.0 FEET BEHIND EDGE OF CULVERT AS SHOWN IN PLANS. THIS BID ITEM SHALL MEET THE REQUIREMENTS OF IOWA SUDAS SECTION 2010 § 2.04D3. REFER TO SUDAS SECTION 2010 § 3.08 FOR DETAILS AND SECTION 2010 § 1.08I FOR MEASUREMENT AND PAYMENT.
4.01-4.02	THESE BID ITEMS SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 4020 PART 3. WRAP EXTERIOR OF EACH JOINT WITH ENGINEERING FABRIC. REFER TO D SHEETS FOR LOCATIONS. REFER TO SUDAS SECTION 4020 § 2.01A FOR PIPE DETAILS AND SECTION 4020 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT. CLEANING AND INSPECTION SHALL BE INCIDENTAL TO THIS BID ITEM AS PER SUDAS SECTION 4060.
4.03	THIS BID ITEM SHALL BE CONSTRUCTED AS TYPE 1 SUBDRAIN AS PER IOWA SUDAS SECTION 4040 § 3.01. REFER TO THE D SHEETS AND B SHEETS FOR DETAILS AND LOCATIONS. REFER TO SECTION 4040 § 1.08A FOR MEASUREMENT AND PAYMENT.
4.04	THIS BID ITEM INCLUDES CONSTRUCTION OF TYPE A-1 CLEANOUTS. REFER TO SUDAS SECTION 4040 § 3.01 AND REFER TO SUDAS FIGURE 4040.232 FOR MORE INFORMATION. REFER TO D SHEETS FOR LOCATIONS AND SECTION 4040 § 1.08C FOR MEASUREMENT AND PAYMENT.
4.05	THIS BID ITEM INCLUDES CONSTRUCTION SUBDRAIN OUTLETS AS PER IOWA SUDAS SECTION 4040 § 2.05. REFER TO SUDAS SECTION 4040 § 3.01 FOR ADDITIONAL DETAILS AND REFER TO D SHEETS FOR LOCATIONS. REFER TO SECTION 4040 § 1.08D FOR MEASUREMENT AND PAYMENT.
5.01	THIS BID ITEM INCLUDES LOWERING OF 6" WATER SERVICE AT THE LOCATION SPECIFIED IN THE PLANS TO PROVIDE A MINIMUM OF 5 FEET OF COVER. CONTRACTOR SHALL LOCATE WATER SERVICE PRIOR TO CONSTRUCTION. MEASUREMENT SHALL BE IN LINEAL FEET OF WATER MAIN LOWERED ALONG THE CENTERLINE OF THE PIPE, INCLUDING THE LENGTH THROUGH FITTINGS. PAYMENT SHALL BE MADE AT THE UNIT PRICE PER LINEAR FOOT. UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TRACER SYSTEM, TESTING, DISINFECTION, AND POLYETHYLENE WRAP FOR DUCTILE IRON PIPE AND FOR FITTINGS. BENDS SHALL BE INCIDENTAL TO THIS BID ITEM.
6.01	THIS ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 4030 AND SHALL BE PRECAST. REFER TO B SHEETS FOR DETAILS AND D SHEETS FOR LOCATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION. REFER TO SECTION 4030 § 1.08A1 FOR MEASUREMENT AND PAYMENT. ALL JOINTS ON INSIDE OF BOX SHALL BE BRIDGED (INCIDENTAL) TO CONFORM WITH THE STANDARDS OF ADA.
6.02	THIS ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 4030 AND SHALL BE PRECAST. REFER TO B SHEETS FOR DETAILS AND D SHEETS FOR LOCATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION. REFER TO SECTION 4030 § 1.08B FOR MEASUREMENT AND PAYMENT. FOOTINGS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM.
7.01	REFER TO SECTION 7020 OF THE SUDAS FOR MORE INFORMATION ON THIS ITEM. THIS ITEM SHALL INCLUDE LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PLACE A 6-INCH HMA BASE COURSE AS SHOWN IN THESE PLANS. THE HMA BASE COURSE SHALL HAVE A UNIFORM THICKNESS OF 6-INCHES. CONTRACTOR TO PROVIDE HMA QUALITY CONTROL PER SECTION 7020 § 3.06B OF SUDAS, INCLUDING CERTIFIED PLANT INSPECTION. NO THICKNESS INCENTIVE OR SMOOTHNESS PAYMENT DEDUCTION SHALL APPLY. CONTRACTOR SHALL CONFIRM PAVEMENT SMOOTHNESS MEETS 12.1 TO 22.0 INCHES/MILE AS DESCRIBED IN SUDAS SECTION 7020 § 3.05 AND TABLE 7020.04. ASPHALT BINDER SHALL BE PG 58-28 AND SHALL BE 6% OF THE TOTAL HMA QUANTITY. MEASUREMENT AND PAYMENT SHALL BE PER TON OF HMA PLACED.
7.02	REFER TO SECTION 7020 OF THE SUDAS FOR MORE INFORMATION ON THIS ITEM. THIS ITEM SHALL INCLUDE LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PLACE A 2-INCH HMA SURFACE COURSE AS SHOWN IN THESE PLANS. THE HMA SURFACE COURSE SHALL HAVE A UNIFORM THICKNESS OF 2-INCHES. CONTRACTOR TO PROVIDE HMA QUALITY CONTROL PER SECTION 7020 § 3.06B OF SUDAS, INCLUDING CERTIFIED PLANT INSPECTION. NO THICKNESS INCENTIVE OR SMOOTHNESS PAYMENT DEDUCTION SHALL APPLY. CONTRACTOR SHALL CONFIRM PAVEMENT SMOOTHNESS MEETS 12.1 TO 22.0 INCHES/MILE AS DESCRIBED IN SUDAS SECTION 7020 § 3.05 AND TABLE 7020.04. ASPHALT BINDER SHALL BE PG 58-28 AND SHALL BE 6% OF THE TOTAL HMA QUANTITY. MEASUREMENT AND PAYMENT SHALL BE PER TON OF HMA PLACED.
7.03	THIS BID ITEM SHALL BE CONSTRUCTED AS 6" PCC PAVEMENT AS PER SUDAS SECTION 7030. REFER TO B SHEETS FOR TYPICAL SECTION AND REFER TO D SHEETS FOR LOCATIONS. REFER TO SECTION 7030 FOR MEASUREMENT AND PAYMENT.
7.04	THIS BID ITEM SHALL BE CONSTRUCTED AS 12 INCH TYPE B GRANULAR SHOULDERS ACCORDING TO IOWA DOT SECTION 2121. REFER TO D SHEETS FOR LOCATIONS AND B SHEETS FOR TYPICAL SECTION. MEASUREMENT FOR TYPE B GRANULAR SHOULDERS SATISFACTORILY PLACED WILL BE COMPUTED FROM THE WEIGHTS (MASS) OF INDIVIDUAL TRUCK LOADS, INCLUDING MOISTURE IN THE AGGREGATE AT TIME OF DELIVERY. MOISTURE ADDED AFTER DELIVERY WILL NOT BE MEASURED FOR PAYMENT. PAYMENT WILL BE THE CONTRACT UNIT PRICE AS FOLLOWS: PER TON FOR THE TONS PLACED ON THE SHOULDER. PAYMENT IS FULL COMPENSATION FOR THE FOLLOWING: FURNISHING MATERIALS, INCLUDING AGGREGATE AND WATER; FURNISHING EQUIPMENT, TOOLS, AND LABOR TO PLACE THE MATERIAL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS; THE MINIMUM SURFACE PREPARATION WORK DESCRIBED IN ARTICLE 2121.03, C, 2. THE EARTH SHOULDER FILL REQUIRED IN THE SHOULDER AREA UNDER THE GRANULAR SHOULDER WILL BE PAID FOR SEPARATELY. FURNISHING AND PLACING THE PAVED SHOULDER FILLET ADJACENT TO PAVED SHOULDERS IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.
7.05	THIS BID ITEM SHALL BE CONSTRUCTED ACCORDING TO IOWA SUDAS SECTION 7040 § 3.08. REFER TO D SHEETS FOR LOCATIONS. REFER TO SUDAS SECTION 7040 § 1.08H FOR METHOD OF MEASUREMENT AND PAYMENT.
9.01	THIS BID ITEM SHALL BE CONSTRUCTED AS PER SUDAS SECTION 9010 AND SHALL USE TYPE 1 SEED IN ALL AREAS WITHIN GRADING LIMITS AS PER D SHEETS. THIS ITEM SHALL INCLUDE SEEDING AND FERTILIZING. REFER TO SECTION 9010 § 1.08 FOR MEASUREMENT AND PAYMENT.
9.02	THIS BID ITEM SHALL BE CONSTRUCTED AS PER SUDAS SECTION 9010. THIS ITEM SHALL BE USED ON ALL SLOPES FLATTER THAN 2:1 WITHIN THE GRADING LIMITS. REFER TO D SHEETS FOR LOCATIONS. REFER TO SECTION 9010 § 1.08 FOR MEASUREMENT AND PAYMENT.
9.03	THIS BID ITEM SHALL BE CONSTRUCTED AS PER SUDAS SECTION 9040 § 3.08 AND SHALL BE TYPE 2.D AS PER SECTION 9040 § 2.05 2D. THIS ITEM SHALL BE USED ON ALL SLOPES 2:1 OR STEEPER WITHIN THE GRADING LIMITS. REFER TO SECTION 9040 § 1.08E FOR MEASUREMENT AND PAYMENT.
9.04-9.06	REFER TO SUDAS SECTION 9040 AND FIGURE 9040.2 FOR DETAILS. SILT FENCE SHALL BE LOCATED AROUND ALL PROPOSED STORM SEWER. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH IOWA SUDAS SECTION 9040 § 3.07. REFER TO IOWA SUDAS SECTION 9040 AND 9040.19 FOR DETAILS. REFER TO SECTION 9040 § 1.08N FOR MEASUREMENT AND PAYMENT.
A7.01-A7.02	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA DOT 2505. REFER TO B SHEETS FOR ADDITIONAL DETAILS AND D SHEETS FOR LOCATIONS. REFER TO IOWA DOT 2505 FOR MEASUREMENT AND PAYMENT.

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: AJL	DATE: 9-7-18
DRAWN: AJL	DATE: 9-7-18
CHECKED: _____	DATE: _____
APPROVED: _____	DATE: _____

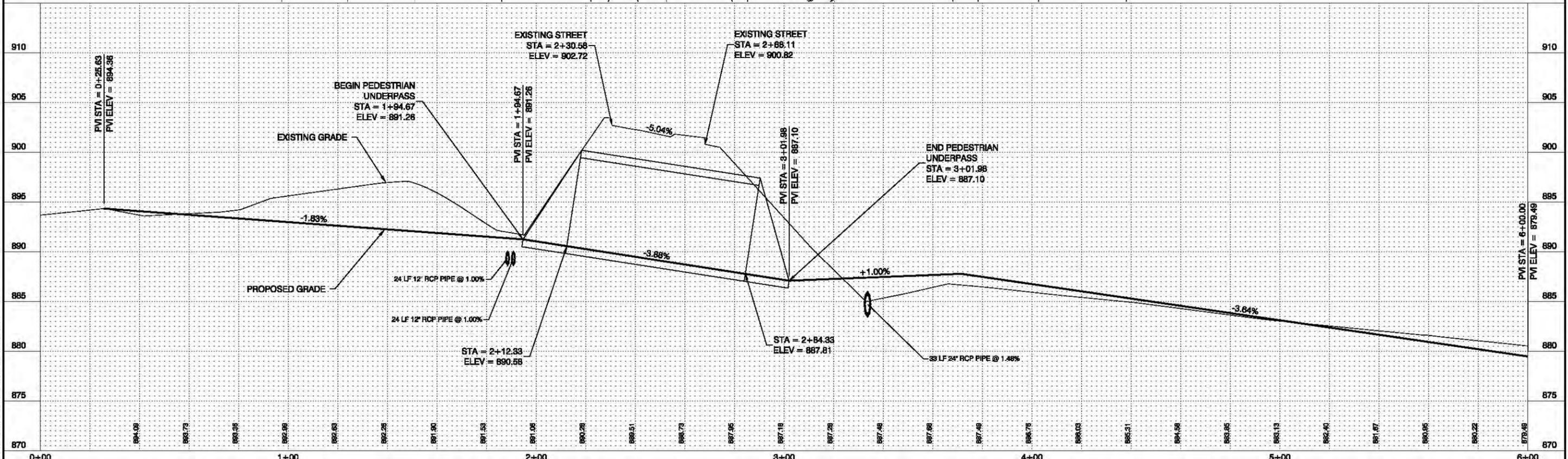
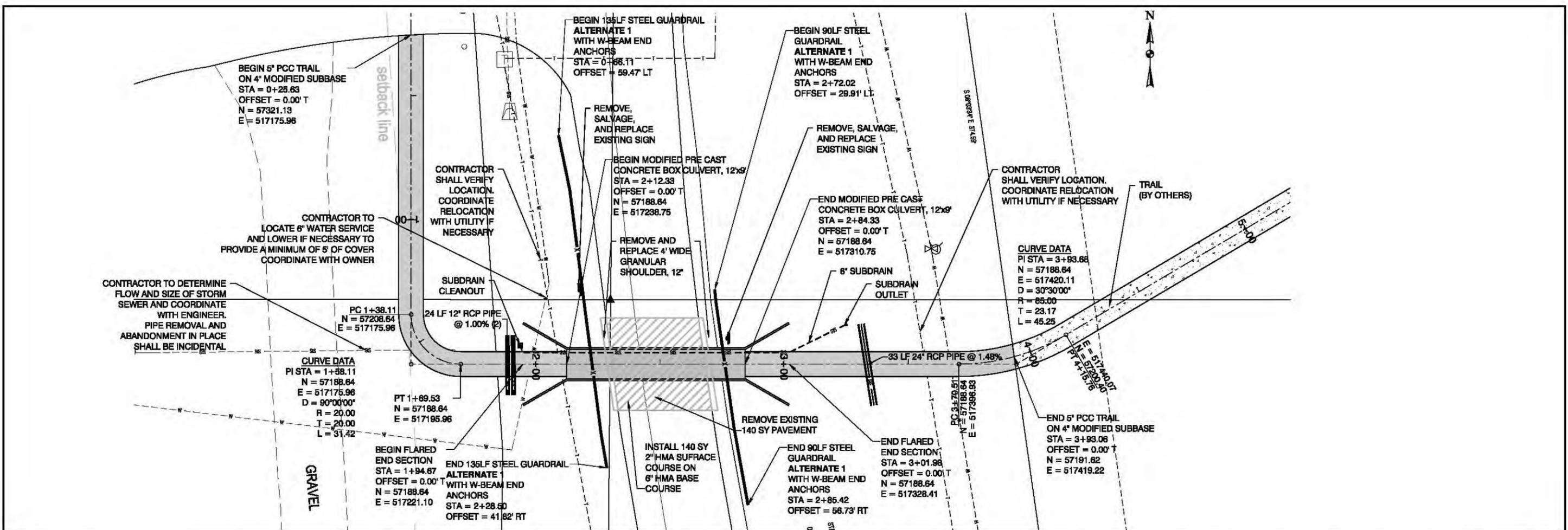
**VAN METER PEDESTRIAN UNDERPASS**  
VAN METER, IOWA

**ESTIMATE OF QUANTITIES AND  
REFERENCE INFORMATION**

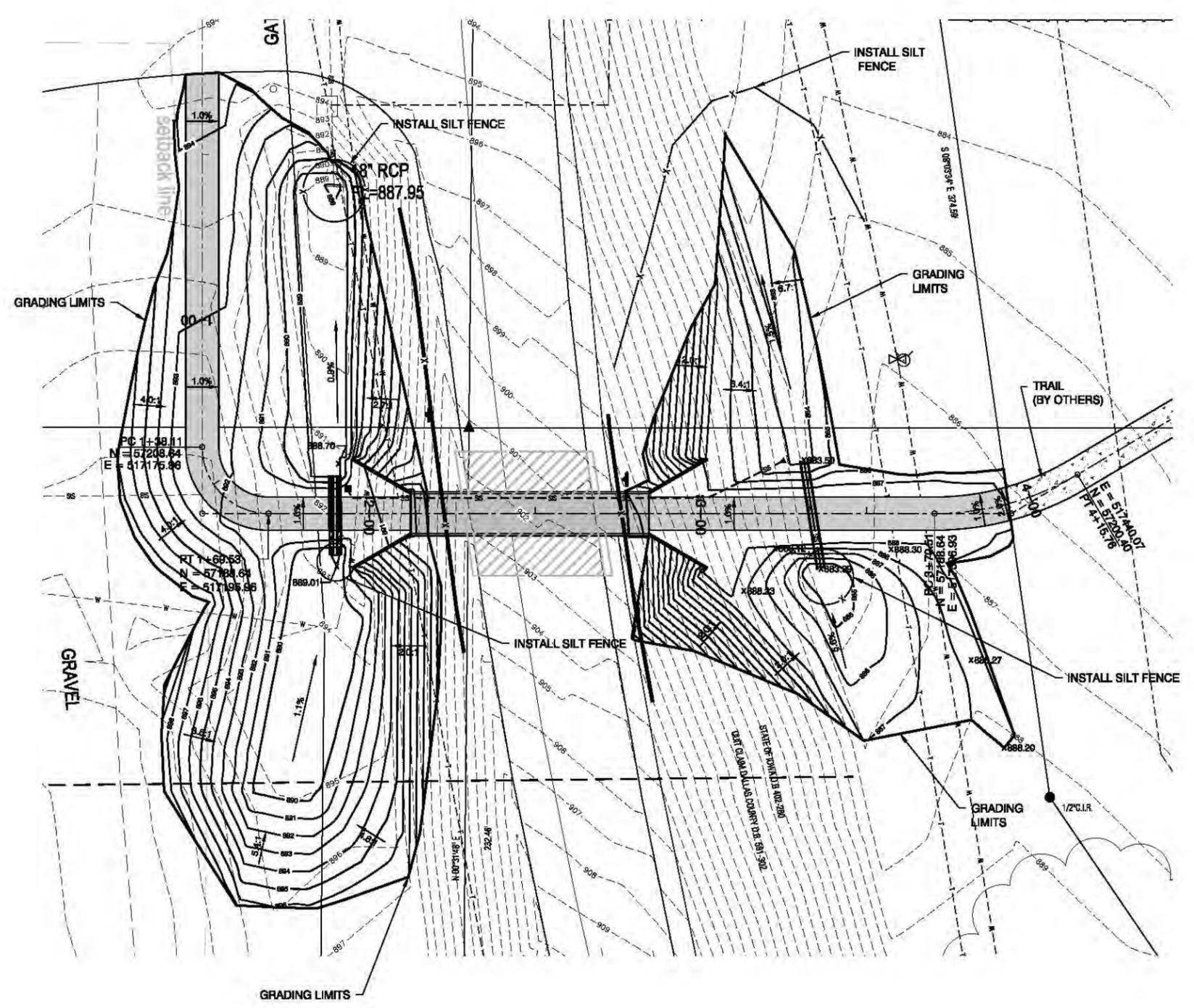
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1835.04  
SHEET NO.  
C.01

PRELIMINARY

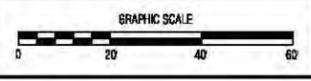
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GRAPHIC SCALE 		<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	REVISION	BY	DATE					<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	REVISION	BY	DATE					Clappell-Gerber Associates, Inc. 612 First Street Ames, Iowa 50010 Ph 515-225-1784 www.cgaonline.com		DESIGNED: AJ DATE: 8-7-18 DRAWN: AJ DATE: 8-7-18 CHECKED: DATE: APPROVED: DATE:		<b>VAN METER PEDESTRIAN UNDERPASS</b> VAN METER, IOWA		<b>PLAN AND PROFILE</b> PROJECT NO. 1635.04 SHEET NO. D.01	
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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA**  
 Casper/De-Gerber Associates, Inc.  
 612 First Street  
 Ames, Iowa 50010  
 PH 515-225-1784  
 www.cgaonline.com

DESIGNED: Ail DATE: 8-7-13  
 DRAWN: Ail DATE: 8-7-13  
 CHECKED: DATE:  
 APPROVED: DATE:

**VAN METER PEDESTRIAN UNDERPASS**  
 VAN METER, IOWA

**GRADING PLAN**

PROJECT NO.  
1635.D4  
 SHEET NO.  
D.02

PRELIMINARY

# Agenda Item #8 -

## Set a date and time for a public hearing and receipt of bids for the R16 Sanitary Sewer Project

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed resolution setting a date and time for a public hearing and receipt of bids for the Richland Road Sanitary Sewer Project.*

Staff: *Gives presentation.*

Mayor: *Does the City Council wish to discuss further the proposed resolution? If not, I would entertain a motion to approve the resolution as it has been presented to us.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The resolution is adopted. Thank you.*



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

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July 8, 2013

Jake Anderson  
City Administrator  
City of Van Meter  
505 Grant Street  
P.O. Box 160  
Van Meter, Iowa 50261-0160

CITY OF VAN METER, IOWA  
RICHLAND ROAD SANITARY SEWER  
NOTICE OF HEARING AND LETTING  
PROJECT SCHEDULE

Enclosed is a copy of the proposed Notice of Hearing and Letting for the Richland Road Sanitary Sewer. The writer would request the agenda of the August 12, 2013 City Council meeting include a resolution to set the public hearing and receipt of bids for the Richland Road Sanitary Sewer project.

As you will note from the enclosed Notice of Hearing, the schedule for the project is slightly different than normally used by the City on bidding a public improvement project. The goal of the City is to have the construction of the project start by early October 2013 and be completed by about November 30, 2013.

Typically, the City will receive bids before the public hearing and will consider the award of contract at the same meeting as the public hearing. For the Richland Road Sanitary Sewer project a slightly different schedule is proposed to meet the goal of awarding the construction contract by the end of September 2013.

The Notice of Hearing and Letting calls for the public hearing to be at the regular City Council meeting on September 9, 2013. At that meeting the City Council will consider the resolution approving the plans, specifications and form of contract.

In a departure from the normal practice bids on the project are scheduled to be received at 2:00 P.M. on September 16, 2013. The bids will be received the week after the public hearing.

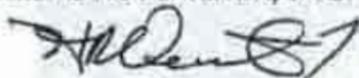
Jake Anderson  
August 7, 2013  
Page 2

Under the proposed schedule the City Council will need to set a special meeting to consider the award of contract and the approval of the contract and bond. The special meeting will need to be held after the receipt of bids on September 16, 2013. As indicated in the Notice of Hearing and Letting it is proposed the special meeting be held on or before September 30, 2013.

The City Council has the discretion when to hold the special meeting. At the special meeting the City Council will take action to award contract and to approve the contract and bond. There will be no public hearing at the special meeting to award the contract. However, it is not necessary to set the date of the special meeting at this time. If the City Council is looking at a second meeting in September, a meeting on September 23, 2013 may be ideal for taking action on the Richland Road Sanitary Sewer project.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:pjh  
19352

Enclosure

cc: Eric Fisk w/enclosure

## NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE RICHLAND ROAD SANITARY SEWER FOR THE CITY OF VAN METER, IOWA, AND FOR THE TAKING OF BIDS THEREFOR

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At 7:00 P.M. on the 9<sup>th</sup> day of September, 2013 the City Council of the City of Van Meter will, in the Council Chambers at the City Hall, 505 Grant Street, Van Meter, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost.

Sealed proposal will be received by the City Clerk of the City of Van Meter in the City Hall, 505 Grant Street, Van Meter, Iowa, until 2:00 P.M. on the 18<sup>th</sup> day of September, 2013 for the construction of the Richland Road Sanitary Sewer, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said City Hall by the City Clerk at the time and date specified above. Said City Council will act upon the proposals and enter into a contract for the construction of said improvements at such time, date and place to be determined. Such date shall be on or before September 30, 2013.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

### RICHLAND ROAD SANITARY SEWER

Construct Richland Road Sanitary Sewer including all labor, materials and equipment for approximately 2,130 linear feet of 12-inch sanitary sewer in open cut, excavation and backfill, manholes, surface restoration, erosion control and miscellaneous work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Van Meter, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said hearing. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

## Notice of Hearing and Letting

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

The bid security should be made payable to the CITY OF VAN METER, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The successful bidder will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

Notice of Hearing and Letting

The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed by November 30, 2013.

Payment for said improvements will be made in cash from sale of general obligation bonds or notes, sewer revenue bonds or notes, or from such funds as are legally available for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be made in accordance with the provisions of the Code of Iowa.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the work remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266.

This notice is given by order of the Council of the City of Van Meter, Iowa.

Allan Adams, Mayor

ATTEST:

Jacob R. Anderson, City Clerk

NHL-3

19352

# Agenda Item #9 - Public Hearing on an Essential Purpose Loan Agreement

Submitted for:  
Information  
Recommendation:

Sample Language:

Mayor: *At this time I will open the public hearing and recognize members of the public that would like to address the City Council on the Essential Purpose Loan Agreement. Once given the floor those addressing the City Council will be given 5 minutes to read their comments into the record.*

*Hearing no further public comment I hereby close the public hearing.*

# Agenda Item #10 - Public Hearing on a General Purpose Loan Agreement

Submitted for:  
Information  
Recommendation:

Sample Language:

Mayor: *At this time I will open the public hearing and recognize members of the public that would like to address the City Council on the General Purpose Loan Agreement. Once given the floor those addressing the City Council will be given 5 minutes to read their comments into the record.*

*Hearing no further public comment I hereby close the public hearing.*

# Agenda Item #11 -

A Resolution taking additional action to enter into a loan agreement, approving bond purchase agreement and authorizing call of bonds.

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed resolution taking additional action to enter into a loan agreement, approving bond purchase agreement and authorizing call of bonds.*

Staff: *Gives presentation.*

Mayor: *Does the City Council wish to discuss further the proposed resolution? If not, I would entertain a motion to approve the resolution as it has been presented to us.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The resolution is adopted. Thank you.*

MINUTES TO HOLD HEARING ON  
LOAN AGREEMENT, AUTHORIZE  
BOND PURCHASE AGREEMENT AND  
AUTHORIZE CALL OF BONDS

420352-13

Van Meter, Iowa

August 12, 2013

The City Council of the City of Van Meter, Iowa, met on August 12, 2013, at \_\_\_\_\_  
o'clock \_\_.m., at the \_\_\_\_\_, Van Meter, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the  
following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the proposal to enter into an  
Essential Purpose Loan Agreement in a principal amount not to exceed \$745,000, the City Clerk  
announced that no written objections had been placed on file. Whereupon, the Mayor called for  
any written or oral objections, and there being none, the Mayor closed the public hearing.

This also being the time and place specified for taking action on the proposal to enter into  
a General Purpose Loan Agreement in a principal amount not to exceed \$250,000, the City Clerk  
announced that no petition had been filed asking that the question of entering into such loan  
agreement be submitted to the registered voters of the City, and that the City Council may  
proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any  
written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member \_\_\_\_\_  
introduced the following resolution and moved its adoption, seconded by Council Member  
\_\_\_\_\_. The Mayor put the question upon the adoption of said  
resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. \_\_\_\_\_

Resolution taking additional action to enter into a Loan Agreement, approving Bond Purchase Agreement and authorizing call of Bonds

WHEREAS, the City of Van Meter (the “City”), in the County of Dallas, State of Iowa, previously issued its \$265,000 General Obligation Urban Renewal Water Improvement Bonds, dated May 1, 2005 (the “2005A Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

Maturity Date (June 1)	Principal Amount	Interest Rate Per Annum
2014	\$25,000	4.00%
2015	\$25,000	4.00%
2016	\$25,000	4.10%
2017	\$25,000	4.15%
2018	\$30,000	4.20%

; and

WHEREAS, pursuant to the resolution (the “2005A Issuance Resolution”) authorizing the issuance of the 2005A Bonds, the City reserved the right to call the 2005A Bonds maturing in the years 2011 to 2018 (the “Callable 2005A Bonds”) for early redemption on any date on or after June 1, 2010, subject to the provisions of the 2005A Issuance Resolution; and

WHEREAS, the City previously issued its \$110,000 General Obligation Urban Renewal Sewer Improvement Bonds, dated December 1, 2005 (the “2005B Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

Maturity Date (June 1)	Principal Amount	Interest Rate Per Annum
2014	\$75,000	4.000%
2015	\$75,000	4.000%
2016	\$80,000	4.125%
2017	\$80,000	4.125%
2018	\$85,000	4.250%

; and

WHEREAS, pursuant to the resolution (the “2005B Issuance Resolution”) authorizing the issuance of the 2005B Bonds, the City reserved the right to call the 2005B Bonds maturing in the years 2012 to 2018 (the “Callable 2005B Bonds”) for early redemption on any date on or after June 1, 2011, subject to the provisions of the 2005B Issuance Resolution; and

WHEREAS, the City previously issued its \$280,000 General Obligation Bridge Improvement Bonds, Series 2007, dated June 1, 2007 (the “2007 Bonds”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

Maturity Date (June 1)	Principal Amount	Interest Rate Per Annum	Maturity Date (June 1)	Principal Amount	Interest Rate Per Annum
2014	\$10,000	4.50%	2021	\$15,000	4.70%
2015	\$15,000	4.50%	2022	\$15,000	4.70%
2016	\$15,000	4.50%	2023	\$20,000	4.80%
2017	\$15,000	4.50%	2024	\$20,000	4.80%
2018	\$15,000	4.50%	2025	\$20,000	4.90%
2019	\$15,000	4.60%	2026	\$20,000	4.90%
2020	\$15,000	4.60%	2027	\$20,000	4.90%

; and

WHEREAS, pursuant to the resolution (the “2007 Issuance Resolution”) authorizing the issuance of the 2007 Bonds, the City reserved the right to call the 2007 Bonds maturing in the years 2014 to 2027 (the “Callable 2007 Bonds”) for early redemption on any date on or after June 1, 2013, subject to the provisions of the 2007 Issuance Resolution; and

WHEREAS, the City heretofore proposed to enter into a General Obligation Essential Purpose and Refunding Loan Agreement (the “Essential Purpose Loan Agreement”) and borrow money in a principal amount not to exceed \$745,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (1) current refunding the City’s Callable 2005A Bonds; (2) current refunding the Callable 2005B Bonds; (3) current refunding the Callable 2007 Bonds; (4) planning, designing and constructing improvements to the Municipal Wastewater Treatment System; and (5) planning, designing and constructing improvements to the Municipal Waterworks System, and has published notice of the proposed action and has held a hearing thereon on August 12, 2013; and

WHEREAS, the City also proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “General Purpose Loan Agreement”) and borrow money in a principal amount not to exceed \$250,000 for the purpose of paying the cost, to the extent, of acquiring ownership rights to the municipal recreation complex and improving the municipal recreation complex through the acquisition and installation of equipment, lighting and fencing and the construction of road and concession stand improvements, and in lieu of calling an election thereon, has published notice of the proposed action, and as of August 12, 2013, no petition has been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Bonds, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by Piper Jaffray & Co. (the “Underwriter”); and

WHEREAS, the Underwriter has prepared a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Loan Agreement and the Bonds, and it is now necessary for the City Council to approve the Bond Purchase Agreement and to make provision for its execution and delivery; and

WHEREAS, the City intends to combine the Essential Purpose Loan Agreement and the General Purpose Loan Agreement (collectively hereinafter the “Loan Agreements”) into a single loan agreement (the “Loan Agreement”) and to issue General Obligation Corporate Purpose and Refunding Bonds, Series 2013 (the “Bonds”) in evidence of the City’s obligation under the Loan Agreement; and

WHEREAS, it is now necessary to authorize the calling of the outstanding Callable 2005A Bonds, Callable 2005B Bonds and Callable 2007 Bonds for early redemption on September 9, 2013 (the “Redemption Date”);

NOW, THEREFORE, It Is Resolved by the City Council of the City of Van Meter, Iowa, as follows:

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. The City Council hereby approves the Bond Purchase Agreement in substantially the form as has been presented to the City Council. The Mayor and the City Clerk are hereby authorized to execute the Bond Purchase Agreement on behalf of the City and to deliver the same to the Underwriter.

Section 3. Bankers Trust Company, as Registrar and Paying Agent for the Callable 2005A Bonds, Callable 2005B Bonds and Callable 2007 Bonds is hereby authorized to take all action necessary to call the Callable 2005A Bonds, Callable 2005B Bonds and Callable 2007 Bonds for early redemption on the Redemption Date, and is further authorized and directed to give notice of such redemption by sending notice by electronic means or by certified mail to each of the registered owners of the Callable 2005A Bonds, Callable 2005B Bonds and Callable 2007 Bonds to be redeemed at the addresses shown on the City’s registration books, not less than 30 days prior to the Redemption Date.

Section 4. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on September 9, 2013.

Section 5. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 12, 2013.

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Mayor

Attest:

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City Clerk

••••

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF DALLAS  
CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the City Council's intention to enter into a Loan Agreement, the approval of a bond purchase agreement and authorizing the call of outstanding Bonds and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

August 1, 2013

Jake Anderson  
City Clerk/City Hall  
Van Meter, Iowa  
**Via Email**

Re: \$990,000 G.O. Corporate Purpose and Refunding Bonds, Series 2013  
Our File No. 420352-13

Dear Jake:

We have prepared and attach proceedings related to the action to be taken on the Loan Agreement at the August 5 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the statute. The resolution also provides for the approval of a bond purchase agreement with Piper Jaffray & Co. In addition, the resolution authorizes Bankers Trust Company to begin calling the outstanding Bonds for early redemption.

2. Certificate attesting transcript.

Please take the time to review the proposed Bond Purchase Agreement being provided by Piper Jaffray & Co. and contact me to discuss as needed.

If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Tim Oswald  
Diana VanVleet

# Proposed New Bonds

City of Van Meter, Iowa

**Dated:** 9/9/2013  
**Closing** 9/9/2013  
**Bond Called:** 9/9/2013

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Date	Combined		Refunding		New Money		Paying Agent Expense	Annual Debt Service	Interest Rate
	Principal Payments	Interest Payment	Principal Payments	Interest Payment	Principal Payments	Interest Payment			
5/1/2013									
11/1/2013		4,313		1,282		3,032			
5/1/2014	60,000	14,931	60,000	4,438		10,494	500	79,745	1.000%
11/1/2014		14,631		4,138		10,494			
5/1/2015	65,000	14,631	65,000	4,138		10,494	500	94,763	1.000%
11/1/2015		14,306		3,813		10,494			
5/1/2016	65,000	14,306	65,000	3,813		10,494	500	94,113	1.500%
11/1/2016		13,819		3,325		10,494			
5/1/2017	60,000	13,819	60,000	3,325		10,494	500	88,138	1.500%
11/1/2017		13,369		2,875		10,494			
5/1/2018	90,000	13,369	65,000	2,875	25,000	10,494	500	117,238	2.000%
11/1/2018		12,469		2,225		10,244			
5/1/2019	45,000	12,469	15,000	2,225	30,000	10,244	500	70,438	2.000%
11/1/2019		12,019		2,075		9,944			
5/1/2020	45,000	12,019	15,000	2,075	30,000	9,944	500	69,538	3.000%
11/1/2020		11,344		1,850		9,494			
5/1/2021	45,000	11,344	15,000	1,850	30,000	9,494	500	68,188	3.000%
11/1/2021		10,669		1,625		9,044			
5/1/2022	45,000	10,669	15,000	1,625	30,000	9,044	500	66,838	3.000%
11/1/2022		9,994		1,400		8,594			
5/1/2023	50,000	9,994	20,000	1,400	30,000	8,594	500	70,488	3.500%
11/1/2023		9,119		1,050		8,069			
5/1/2024	50,000	9,119	20,000	1,050	30,000	8,069	500	68,738	3.500%
11/1/2024		8,244		700		7,544			
5/1/2025	55,000	8,244	20,000	700	35,000	7,544	500	71,988	4.000%
11/1/2025		7,144		300		6,844			
5/1/2026	50,000	7,144	15,000	300	35,000	6,844	500	64,788	4.000%
11/1/2026		6,144		0		6,144			
5/1/2027	35,000	6,144		0	35,000	6,144	500	47,788	4.000%
11/1/2027		5,444		0		5,444			
5/1/2028	35,000	5,444		0	35,000	5,444	500	46,388	4.500%
11/1/2028		4,656		0		4,656			
5/1/2029	35,000	4,656		0	35,000	4,656	500	44,813	4.500%
11/1/2029		3,869		0		3,869			
5/1/2030	40,000	3,869		0	40,000	3,869	500	48,238	4.500%
11/1/2030		2,969		0		2,969			
5/1/2031	40,000	2,969		0	40,000	2,969	500	46,438	4.750%
11/1/2031		2,019		0		2,019			
5/1/2032	40,000	2,019		0	40,000	2,019	500	44,538	4.750%
11/1/2032		1,069		0		1,069			
5/1/2033	45,000	1,069		0	45,000	1,069	500	47,638	4.750%
<b>Totals:</b>	<b>995,000</b>	<b>345,832</b>	<b>450,000</b>	<b>56,469</b>	<b>545,000</b>	<b>289,363</b>	<b>10,000</b>	<b>1,350,832</b>	

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# Savings Analysis

City of Van Meter, Iowa

	(1)	(2)	(3)	(4)	(5)	(6)
Date	Existing Bond Payments	"New" Bond Payments	Estimated Semi-Annual Savings	Plus Surplus Bond \$	Annual Savings	Present Value of Savings
5/1/2013						
11/1/2013	9,499	1,282	8,217	0		8,186
5/1/2014	55,999	64,438	-8,439		-222	-8,297
11/1/2014	8,574	4,138	4,436			4,305
5/1/2015	65,074	69,138	-4,064		373	-3,892
11/1/2015	7,436	3,813	3,624			3,425
5/1/2016	63,936	68,813	-4,876		-1,253	-4,548
11/1/2016	6,277	3,325	2,952			2,717
5/1/2017	62,777	63,325	-548		2,404	-498
11/1/2017	5,111	2,875	2,236			2,005
5/1/2018	66,611	67,875	-1,264		973	-1,118
11/1/2018	3,825	2,225	1,600			1,397
5/1/2019	19,325	17,225	2,100		3,700	1,810
11/1/2019	3,480	2,075	1,405			1,195
5/1/2020	18,980	17,075	1,905		3,310	1,599
11/1/2020	3,135	1,850	1,285			1,065
5/1/2021	18,635	16,850	1,785		3,070	1,460
11/1/2021	2,783	1,625	1,158			934
5/1/2022	18,283	16,625	1,658		2,815	1,320
11/1/2022	2,430	1,400	1,030			810
5/1/2023	22,930	21,400	1,530		2,560	1,187
11/1/2023	1,950	1,050	900			689
5/1/2024	22,450	21,050	1,400		2,300	1,058
11/1/2024	1,470	700	770			574
5/1/2025	21,970	20,700	1,270		2,040	935
11/1/2025	980	300	680			494
5/1/2026	21,480	15,300	6,180		6,860	4,431
11/1/2026	490	0	490			347
5/1/2027	20,990	0	20,990		21,480	14,658
11/1/2027	0	0	0			0
5/1/2028	0	0	0		0	0
11/1/2028	0	0	0			0
5/1/2029	0	0	0		0	0
11/1/2029	0	0	0			0
5/1/2030	0	0	0		0	0
11/1/2030	0	0	0			0
5/1/2031	0	0	0		0	0
11/1/2031	0	0	0			0
5/1/2032	0	0	0		0	0
11/1/2032	0	0	0			0
5/1/2033	0	0	0		0	0
<b>Totals:</b>	556,879	506,469	50,409	0	50,409	38,247

Savings as a % of refunded bonds: 8.89%

# Sources & Uses of Funds

City of Van Meter, Iowa

**Dated: 9/9/2013**  
**Closing 9/9/2013**  
**Bond Called: 9/9/2013**

**Uses of Funds**

	New Money	Refunding	Combined
<b>Call of Prior Bonds</b>		05/01/05	
Call of prior bond on 09/09/13		130,000	
Interest on prior bond to 09/09/13		1,449	
<b>Call of Prior Bonds</b>		12/01/05	
Call of prior bond on 09/09/13		70,000	
Interest on prior bond to 09/09/13		783	
<b>Call of Prior Bonds</b>		06/01/07	
Principal on prior bond to 09/09/13		230,000	
Interest on prior bond to 09/09/13		2,940	
Total Call of Prior bonds	0	435,172	435,171.54
<b>New Money Projects</b>			
Engineering	304,000		
Demolition of 416 West			
Rec Complex purchase	113,000		
Lighting, scoreboards, equipment	105,228		
Total New Money	522,228	0	522,228.46
<b>Bond Issuance Costs</b>			
Issuance Expenses	6,421	1,328.90	
Underwriting Costs	16,350	13,500.00	
Original Issue Discount		0.00	
Total Bond Issuance Costs	22,771	14,829	37,600.00
Deposit to Sinking (Accrued):			
Rounding	0	0	0.00
<b>Total Uses of Funds:</b>	545,000	450,000	995,000.00

**Sources of Funds**

Bond Proceeds:	545,000	450,000	995,000.00
Accrued Interest:			
Original Issue Premium:			0.00
<b>Total Sources of Funds:</b>	545,000	450,000	995,000.00

**Summary of Financing**

Average Maturity of Bonds:	12.79	2.11	9.11
Average Interest Rate:	4.15081844%	2.69543888%	3.81451297%
Net Interest Cost:	4.38535407%	3.33983028%	4.14375705%
Net Interest Cost (\$)	305,712.78	69,969.44	421,032.22
Bond Yield:	4.09690244%	2.64911859%	3.72847864%
True Interest Cost (TIC):	4.41125007%	3.36733108%	4.14427822%
All-In True Interest Cost:	4.53827050%	3.44007883%	4.25556799%

## Existing Bonds that are the Target of this Refinancing

1-May-05 Existing Bonds

1-Dec-05 Existing Bonds

1-Jun-07 Existing Bonds

City of Van Meter, Iowa

last interest paid: 6/1/2013

6/1/2013

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Date	1-May-05 Principal Payment	1-May-05 Interest Payment	Paying Agent Expense	1-May-05 P & I Payment	1-May-05 Interest Rate	1-Dec-05 Principal Payment	1-Dec-05 Interest Payment	Paying Agent Expense	1-Dec-05 P & I Payment	1-Dec-05 Interest Rate	1-Jun-07 Principal Payment	1-Jun-07 Interest Payment	Paying Agent Expense	1-Jun-07 P & I Payment	1-Jun-07 Interest Rate
6/1/2013															
12/1/2013		2,661		2,661			1,438		1,438			5,400		5,400	
6/1/2014	25,000	2,661	500	28,161	4.000%	10,000	1,438	500	11,938	4.000%	10,000	5,400	500	15,900	4.500%
12/1/2014		2,161		2,161			1,238		1,238			5,175		5,175	
6/1/2015	25,000	2,161	500	27,661	4.000%	15,000	1,238	500	16,738	4.000%	15,000	5,175	500	20,675	4.500%
12/1/2015		1,661		1,661			938		938			4,838		4,838	
6/1/2016	25,000	1,661	500	27,161	4.100%	15,000	938	500	16,438	4.125%	15,000	4,838	500	20,338	4.500%
12/1/2016		1,149		1,149			628		628			4,500		4,500	
6/1/2017	25,000	1,149	500	26,649	4.150%	15,000	628	500	16,128	4.125%	15,000	4,500	500	20,000	4.500%
12/1/2017		630		630			319		319			4,163		4,163	
6/1/2018	30,000	630	500	31,130	4.200%	15,000	319	500	15,819	4.250%	15,000	4,163	500	19,663	4.500%
12/1/2018		0		0			0		0			3,825		3,825	
6/1/2019		0		0			0		0		15,000	3,825	500	19,325	4.600%
12/1/2019		0		0			0		0			3,480		3,480	
6/1/2020		0	0	0			0	0	0		15,000	3,480	500	18,980	4.600%
12/1/2020		0		0			0		0			3,135		3,135	
6/1/2021		0	0	0			0	0	0		15,000	3,135	500	18,635	4.700%
12/1/2021		0		0			0		0			2,783		2,783	
6/1/2022		0	0	0			0	0	0		15,000	2,783	500	18,283	4.700%
12/1/2022		0		0			0		0			2,430		2,430	
6/1/2023		0	0	0			0	0	0		20,000	2,430	500	22,930	4.800%
12/1/2023		0		0			0		0			1,950		1,950	
6/1/2024		0	0	0			0	0	0		20,000	1,950	500	22,450	4.800%
12/1/2024		0		0			0		0			1,470		1,470	
6/1/2025		0	0	0			0	0	0		20,000	1,470	500	21,970	4.900%
12/1/2025		0		0			0		0			980		980	
6/1/2026		0	0	0			0	0	0		20,000	980	500	21,480	4.900%
12/1/2026		0		0			0		0			490		490	
6/1/2027		0	0	0			0	0	0		20,000	490	500	20,990	4.900%
12/1/2027		0		0			0		0			0		0	
6/1/2028		0	0	0			0	0	0			0		0	
12/1/2028		0		0			0		0			0		0	
6/1/2029		0	0	0			0	0	0			0	0	0	
12/1/2029		0		0			0		0			0		0	
6/1/2030		0	0	0			0	0	0			0	0	0	
12/1/2030		0		0			0		0			0		0	
6/1/2031		0	0	0			0	0	0			0	0	0	
12/1/2031		0		0			0		0			0		0	
6/1/2032		0	0	0			0	0	0			0	0	0	
12/1/2032		0		0			0		0			0		0	
6/1/2033		0	0	0			0	0	0			0	0	0	
<b>Totals:</b>	130,000	16,525	2,500	149,025		70,000	9,119	2,500	81,619		230,000	89,235	7,000	326,235	

**SOURCES AND USES OF FUNDS**

City of Van Meter, Iowa  
General Obligation Bonds, Series 2013

Dated Date                    09/09/2013  
Delivery Date                09/09/2013

Sources:

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Bond Proceeds:	
Par Amount	995,000.00

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995,000.00

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Uses:

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Project Fund Deposits:	
Capital Improvement Projects	510,728.46
Refunding Escrow Deposits:	
Call of Bonds	435,171.54
Delivery Date Expenses:	
Cost of Issuance	19,250.00
Underwriter's Discount	29,850.00
	<hr/>
	49,100.00

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995,000.00

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Notes:  
Final  
Callable 5/1/2018

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**BOND DEBT SERVICE**  
 City of Van Meter, Iowa  
 General Obligation Bonds, Series 2013

Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2013			4,313.47	4,313.47	
05/01/2014	60,000	1.000%	14,931.25	74,931.25	79,244.72
11/01/2014			14,631.25	14,631.25	
05/01/2015	65,000	1.000%	14,631.25	79,631.25	94,262.50
11/01/2015			14,306.25	14,306.25	
05/01/2016	65,000	1.500%	14,306.25	79,306.25	93,612.50
11/01/2016			13,818.75	13,818.75	
05/01/2017	60,000	1.500%	13,818.75	73,818.75	87,637.50
11/01/2017			13,368.75	13,368.75	
05/01/2018	90,000	2.000%	13,368.75	103,368.75	116,737.50
11/01/2018			12,468.75	12,468.75	
05/01/2019	45,000	2.000%	12,468.75	57,468.75	69,937.50
11/01/2019			12,018.75	12,018.75	
05/01/2020	45,000	3.000%	12,018.75	57,018.75	69,037.50
11/01/2020			11,343.75	11,343.75	
05/01/2021	45,000	3.000%	11,343.75	56,343.75	67,687.50
11/01/2021			10,668.75	10,668.75	
05/01/2022	45,000	3.000%	10,668.75	55,668.75	66,337.50
11/01/2022			9,993.75	9,993.75	
05/01/2023	50,000	3.500%	9,993.75	59,993.75	69,987.50
11/01/2023			9,118.75	9,118.75	
05/01/2024	50,000	3.500%	9,118.75	59,118.75	68,237.50
11/01/2024			8,243.75	8,243.75	
05/01/2025	55,000	4.000%	8,243.75	63,243.75	71,487.50
11/01/2025			7,143.75	7,143.75	
05/01/2026	50,000	4.000%	7,143.75	57,143.75	64,287.50
11/01/2026			6,143.75	6,143.75	
05/01/2027	35,000	4.000%	6,143.75	41,143.75	47,287.50
11/01/2027			5,443.75	5,443.75	
05/01/2028	35,000	4.500%	5,443.75	40,443.75	45,887.50
11/01/2028			4,656.25	4,656.25	
05/01/2029	35,000	4.500%	4,656.25	39,656.25	44,312.50
11/01/2029			3,868.75	3,868.75	
05/01/2030	40,000	4.500%	3,868.75	43,868.75	47,737.50
11/01/2030			2,968.75	2,968.75	
05/01/2031	40,000	4.750%	2,968.75	42,968.75	45,937.50
11/01/2031			2,018.75	2,018.75	
05/01/2032	40,000	4.750%	2,018.75	42,018.75	44,037.50
11/01/2032			1,068.75	1,068.75	
05/01/2033	45,000	4.750%	1,068.75	46,068.75	47,137.50
	995,000		345,832.22	1,340,832.22	1,340,832.22

**YIELD STATISTICS**

True Interest Cost (TIC)	4.1443%
Arbitrage Yield	3.2560%
Net Interest Cost (NIC)	4.1438%
All - in - TIC	4.4234%
Average Life (Dated Date)	9.112
Average Life (Delivery Date)	9.112
Bond Years (Dated Date)	9,066,222.22
Bond Years (Delivery Date)	9,066,222.22
Average Coupon	3.8145%

Notes:  
 Final  
 Callable 5/1/2018

**BOND PRICING**

City of Van Meter, Iowa  
General Obligation Bonds, Series 2013

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
Term:	05/01/2015	125,000	1.000%	1.000%	100.000	125,000.00
Term:	05/01/2017	125,000	1.500%	1.500%	100.000	125,000.00
Term:	05/01/2019	135,000	2.000%	2.000%	100.000	135,000.00
Term:	05/01/2022	135,000	3.000%	3.000%	100.000	135,000.00
Term:	05/01/2024	100,000	3.500%	3.500%	100.000	100,000.00
Term:	05/01/2027	140,000	4.000%	4.000%	100.000	140,000.00
Term:	05/01/2030	110,000	4.500%	4.500%	100.000	110,000.00
Term:	05/01/2033	125,000	4.750%	4.750%	100.000	125,000.00
		995,000				995,000.00

Dated Date	09/09/2013	
Delivery Date	09/09/2013	
First Coupon	11/01/2013	
Par Amount	995,000.00	
Original Issue Discount		
Production	995,000.00	100.000000%
Underwriter's Discount	-29,850.00	-3.000000%
Purchase Price	965,150.00	97.000000%
Accrued Interest		
Net Proceeds	965,150.00	

Notes:  
Final  
Callable 5/1/2018

**PROOF OF ARBITRAGE YIELD**

City of Van Meter, Iowa  
General Obligation Bonds, Series 2013

Date	Debt Service	PV Factor	Present Value to 09/09/2013 @ 3.2560495088%
11/01/2013	4,313.47	0.995345557	4,293.39
05/01/2014	74,931.25	0.979400672	73,387.72
11/01/2014	14,631.25	0.963711214	14,100.30
05/01/2015	79,631.25	0.948273094	75,512.17
11/01/2015	14,306.25	0.933082283	13,348.91
05/01/2016	79,306.25	0.918134821	72,813.83
11/01/2016	13,818.75	0.903426809	12,484.23
05/01/2017	73,818.75	0.888954411	65,621.50
11/01/2017	13,368.75	0.874713853	11,693.83
05/01/2018	103,368.75	0.860701421	88,969.63
06/01/2018	476,665.63	0.858387937	409,164.03
11/01/2018	2,475.00	0.846913460	2,096.11
05/01/2019	47,475.00	0.833346375	39,563.12
11/01/2019	2,025.00	0.819996627	1,660.49
05/01/2020	47,025.00	0.806860734	37,942.63
11/01/2020	1,350.00	0.793935272	1,071.81
05/01/2021	46,350.00	0.781216868	36,209.40
11/01/2021	675.00	0.768702205	518.87
05/01/2022	45,675.00	0.756388021	34,548.02
	1,141,210.35		995,000.00

Proceeds Summary

Delivery date	09/09/2013
Par Value	995,000.00
Target for yield calculation	995,000.00

**PROOF OF ARBITRAGE YIELD**

City of Van Meter, Iowa  
 General Obligation Bonds, Series 2013

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Net Present Value (NPV) to 09/09/2013 @ 3.2560495088%
TERM2	05/01/2019	2.000%	2.000%			-2,892.22
TERM3	05/01/2020	3.000%	3.000%			-682.35
TERM3	05/01/2021	3.000%	3.000%			-773.10
TERM3	05/01/2022	3.000%	3.000%			-860.96
TERM4	05/01/2023	3.500%	3.500%	06/01/2018	100.000	532.78
TERM4	05/01/2024	3.500%	3.500%	06/01/2018	100.000	532.78
TERM5	05/01/2025	4.000%	4.000%	06/01/2018	100.000	1,782.44
TERM5	05/01/2026	4.000%	4.000%	06/01/2018	100.000	1,620.40
TERM5	05/01/2027	4.000%	4.000%	06/01/2018	100.000	1,134.28
TERM6	05/01/2028	4.500%	4.500%	06/01/2018	100.000	1,895.62
TERM6	05/01/2029	4.500%	4.500%	06/01/2018	100.000	1,895.62
TERM6	05/01/2030	4.500%	4.500%	06/01/2018	100.000	2,166.42
TERM7	05/01/2031	4.750%	4.750%	06/01/2018	100.000	2,601.47
TERM7	05/01/2032	4.750%	4.750%	06/01/2018	100.000	2,601.47
TERM7	05/01/2033	4.750%	4.750%	06/01/2018	100.000	2,926.66

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Net Present Value (NPV) to 09/09/2013 @ 3.2560495088%	Increase to NPV
TERM2	05/01/2019	2.000%	2.000%	06/01/2018	100.000	-2,457.09	435.13
TERM3	05/01/2020	3.000%	3.000%	06/01/2018	100.000	-499.36	182.99
TERM3	05/01/2021	3.000%	3.000%	06/01/2018	100.000	-499.36	273.74
TERM3	05/01/2022	3.000%	3.000%	06/01/2018	100.000	-499.36	361.60
TERM4	05/01/2023	3.500%	3.500%			1,004.10	471.32
TERM4	05/01/2024	3.500%	3.500%			1,091.29	558.51
TERM5	05/01/2025	4.000%	4.000%			3,940.96	2,158.52
TERM5	05/01/2026	4.000%	4.000%			3,831.97	2,211.57
TERM5	05/01/2027	4.000%	4.000%			2,851.32	1,717.04
TERM6	05/01/2028	4.500%	4.500%			5,040.54	3,144.92
TERM6	05/01/2029	4.500%	4.500%			5,305.35	3,409.73
TERM6	05/01/2030	4.500%	4.500%			6,356.29	4,189.87
TERM7	05/01/2031	4.750%	4.750%			7,974.25	5,372.78
TERM7	05/01/2032	4.750%	4.750%			8,304.16	5,702.69
TERM7	05/01/2033	4.750%	4.750%			9,701.53	6,774.87

Notes:  
 Final  
 Callable 5/1/2018

**FORM 8038 STATISTICS**  
**City of Van Meter, Iowa**  
**General Obligation Bonds, Series 2013**

Dated Date            09/09/2013  
 Delivery Date        09/09/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term:	05/01/2014	60,000.00	1.000%	100.000	60,000.00	60,000.00
	05/01/2015	65,000.00	1.000%	100.000	65,000.00	65,000.00
Term:	05/01/2016	65,000.00	1.500%	100.000	65,000.00	65,000.00
	05/01/2017	60,000.00	1.500%	100.000	60,000.00	60,000.00
Term:	05/01/2018	90,000.00	2.000%	100.000	90,000.00	90,000.00
	05/01/2019	45,000.00	2.000%	100.000	45,000.00	45,000.00
Term:	05/01/2020	45,000.00	3.000%	100.000	45,000.00	45,000.00
	05/01/2021	45,000.00	3.000%	100.000	45,000.00	45,000.00
	05/01/2022	45,000.00	3.000%	100.000	45,000.00	45,000.00
Term:	05/01/2023	50,000.00	3.500%	100.000	50,000.00	50,000.00
	05/01/2024	50,000.00	3.500%	100.000	50,000.00	50,000.00
Term:	05/01/2025	55,000.00	4.000%	100.000	55,000.00	55,000.00
	05/01/2026	50,000.00	4.000%	100.000	50,000.00	50,000.00
	05/01/2027	35,000.00	4.000%	100.000	35,000.00	35,000.00
Term:	05/01/2028	35,000.00	4.500%	100.000	35,000.00	35,000.00
	05/01/2029	35,000.00	4.500%	100.000	35,000.00	35,000.00
	05/01/2030	40,000.00	4.500%	100.000	40,000.00	40,000.00
Term:	05/01/2031	40,000.00	4.750%	100.000	40,000.00	40,000.00
	05/01/2032	40,000.00	4.750%	100.000	40,000.00	40,000.00
	05/01/2033	45,000.00	4.750%	100.000	45,000.00	45,000.00
		995,000.00			995,000.00	995,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2033	4.750%	45,000.00	45,000.00		
Entire Issue			995,000.00	995,000.00	9.1118	3.2560%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	49,100.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	435,171.54
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	5.5205
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

Notes:  
 Final  
 Callable 5/1/2018

**FORM 8038 STATISTICS**

City of Van Meter, Iowa  
General Obligation Bonds, Series 2013

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
General Obligation Urban Renewal Sewer Improvement Bonds, Series 2005:					
BOND	06/01/2014	10,000.00	4.000%	99.288	9,928.80
BOND	06/01/2015	15,000.00	4.000%	98.832	14,824.80
BOND	06/01/2016	15,000.00	4.125%	99.368	14,905.20
BOND	06/01/2017	15,000.00	4.125%	98.872	14,830.80
BOND	06/01/2018	15,000.00	4.250%	99.520	14,928.00
		<u>70,000.00</u>			<u>69,417.60</u>
General Obligation Urban Renewal Water Improvement Bonds, Series 2005:					
SERIAL	06/01/2014	25,000.00	4.000%	100.000	25,000.00
SERIAL	06/01/2015	25,000.00	4.000%	99.586	24,896.50
SERIAL	06/01/2016	25,000.00	4.100%	100.000	25,000.00
SERIAL	06/01/2017	25,000.00	4.150%	100.000	25,000.00
SERIAL	06/01/2018	30,000.00	4.200%	100.000	30,000.00
		<u>130,000.00</u>			<u>129,896.50</u>
General Obligation Bridge Improvement Bonds, Series 2007:					
SERIAL	06/01/2014	10,000.00	4.500%	101.311	10,131.10
SERIAL	06/01/2015	15,000.00	4.500%	100.522	15,078.30
SERIAL	06/01/2016	15,000.00	4.500%	100.522	15,078.30
SERIAL	06/01/2017	15,000.00	4.500%	100.000	15,000.00
SERIAL	06/01/2018	15,000.00	4.500%	100.000	15,000.00
SERIAL	06/01/2019	15,000.00	4.600%	100.000	15,000.00
SERIAL	06/01/2020	15,000.00	4.600%	100.000	15,000.00
SERIAL	06/01/2021	15,000.00	4.700%	100.000	15,000.00
SERIAL	06/01/2022	15,000.00	4.700%	100.000	15,000.00
SERIAL	06/01/2023	20,000.00	4.800%	100.000	20,000.00
SERIAL	06/01/2024	20,000.00	4.800%	100.000	20,000.00
SERIAL	06/01/2025	20,000.00	4.900%	100.000	20,000.00
SERIAL	06/01/2026	20,000.00	4.900%	100.000	20,000.00
SERIAL	06/01/2027	20,000.00	4.900%	100.000	20,000.00
		<u>230,000.00</u>			<u>230,287.70</u>
		<u>430,000.00</u>			<u>429,601.80</u>

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
General Obligation Urban Renewal Sewer Improvement Bonds, Series 2005	09/09/2013	12/01/2005	2.8719
General Obligation Urban Renewal Water Improvement Bonds, Series 2005	09/09/2013	05/01/2005	2.8056
General Obligation Bridge Improvement Bonds, Series 2007	09/09/2013	06/01/2007	7.8503
All Refunded Issues	09/09/2013		5.5205

Notes:  
Final  
Callable 5/1/2018

**COST OF ISSUANCE**

City of Van Meter, Iowa  
General Obligation Bonds, Series 2013

Cost of Issuance	\$/1000	Amount
Bond Counsel (Est)	18.59296	18,500.00
Paying Agent (BTC - 1st Year Est)	0.75377	750.00
	19.34673	19,250.00

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Notes:  
Final  
Callable 5/1/2018

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**PRIOR BOND DEBT SERVICE**

City of Van Meter, Iowa  
 General Obligation Bonds, Series 2013

Dated Date 09/09/2013  
 Delivery Date 09/09/2013

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Present Value to 09/09/2013 @ 3.2560495%
09/09/2013						
12/01/2013			9,498.75	9,498.75		9,429.13
05/01/2014					9,498.75	
06/01/2014	45,000	** %	9,498.75	54,498.75		53,232.64
12/01/2014			8,573.75	8,573.75		8,240.41
05/01/2015					63,072.50	
06/01/2015	55,000	** %	8,573.75	63,573.75		60,123.24
12/01/2015			7,436.25	7,436.25		6,919.98
05/01/2016					71,010.00	
06/01/2016	55,000	** %	7,436.25	62,436.25		57,170.81
12/01/2016			6,276.88	6,276.88		5,655.46
05/01/2017					68,713.13	
06/01/2017	55,000	** %	6,276.88	61,276.88		54,325.94
12/01/2017			5,111.25	5,111.25		4,458.86
05/01/2018					66,388.13	
06/01/2018	60,000	** %	5,111.25	65,111.25		55,890.71
12/01/2018			3,825.00	3,825.00		3,230.74
05/01/2019					68,936.25	
06/01/2019	15,000	4.600%	3,825.00	18,825.00		15,645.58
12/01/2019			3,480.00	3,480.00		2,845.92
05/01/2020					22,305.00	
06/01/2020	15,000	4.600%	3,480.00	18,480.00		14,870.71
12/01/2020			3,135.00	3,135.00		2,482.30
05/01/2021					21,615.00	
06/01/2021	15,000	4.700%	3,135.00	18,135.00		14,129.29
12/01/2021			2,782.50	2,782.50		2,133.16
05/01/2022					20,917.50	
06/01/2022	15,000	4.700%	2,782.50	17,782.50		13,414.32
12/01/2022			2,430.00	2,430.00		1,803.72
05/01/2023					20,212.50	
06/01/2023	20,000	4.800%	2,430.00	22,430.00		16,382.42
12/01/2023			1,950.00	1,950.00		1,401.43
05/01/2024					24,380.00	
06/01/2024	20,000	4.800%	1,950.00	21,950.00		15,522.31
12/01/2024			1,470.00	1,470.00		1,022.88
05/01/2025					23,420.00	
06/01/2025	20,000	4.900%	1,470.00	21,470.00		14,700.32
12/01/2025			980.00	980.00		660.25
05/01/2026					22,450.00	
06/01/2026	20,000	4.900%	980.00	20,980.00		13,908.28
12/01/2026			490.00	490.00		319.63
05/01/2027					21,470.00	
06/01/2027	20,000	4.900%	490.00	20,490.00		13,151.73
05/01/2028					20,490.00	
	430,000		114,878.76	544,878.76	544,878.76	463,072.15

Notes:  
 Final  
 Callable 5/1/2018

### ESCROW REQUIREMENTS

City of Van Meter, Iowa  
General Obligation Bonds, Series 2013

Dated Date                    09/09/2013  
Delivery Date                09/09/2013

Period Ending	Interest	Principal Redeemed	Total
09/09/2013	5,171.54	430,000.00	435,171.54
	5,171.54	430,000.00	435,171.54

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Notes:  
Final  
Callable 5/1/2018

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**BOND PURCHASE AGREEMENT**

**BETWEEN**

**VAN METER, IOWA**

**AND**

**PIPER JAFFRAY & CO.**

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**VAN METER, IOWA  
GENERAL OBLIGATION BONDS,  
\$995,000 SERIES 2013**

**BOND PURCHASE AGREEMENT**

The Underwriter hereby offers to enter into this Bond Purchase Agreement with the Issuer, for the purchase by the Underwriter of the Bonds. This offer is made on the Bond Purchase Agreement Date subject to acceptance by the Issuer at or prior to the Acceptance Time. Upon such acceptance by the Issuer and the Underwriter, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, and (iv) the Issuer has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

1. Definitions

“Acceptance Time” shall mean not later than 8:00AM on August 13, 2013

“Authorizing Law” shall mean the Code of Iowa, Chapters 384.24A

“Bond Counsel” shall mean Dorsey & Whitney LLP.

“Bonds” shall mean the \$995,000 General Obligation Bonds Series 2013, to be dated the Dated Date

“Bond Purchase Agreement Date” shall mean August 12, 2013

“Bond Resolution” shall mean the Resolution of the Issuer authorizing the Loan Agreement and the sale and issuance of the Bonds adopted on August 19, 2013

“Borrower’s Counsel” shall mean NA

“Continuing Disclosure Certificate” shall mean NA

“Closing Certificates” shall mean all certifications reasonably required by the Underwriter or Bond Counsel necessary to close the issue, including but not limited to, a no litigation certificate, approval of the final version of the Official Statement, no material change certificate and acceptance of the bond certificate

“Closing Date” or “Closing” shall mean not later than 1:00pm Central Time on September 9, 2013 or such other date as agreed to by the Issuer and the Underwriter in writing

“Costs of Issuance” shall mean all costs usual and customary for a financing similar to the Project, including but not limited to the costs and disbursements of Bond Counsel, Disclosure Counsel, Issuer or Borrower’s Counsel, Rating Agency Fee, Paying Agent, miscellaneous costs including printing, publication, and CUSIP fees.

“CUSIP Fees” shall mean approximately \$573

“Dated Date” shall mean the date of delivery, currently anticipated to be September 9, 2013

“Disclosure Counsel” shall mean NA.

“Excluded Sections” shall mean the tables in the Preliminary Official Statement, including its appendices, entitled “PROPERTY VALUATIONS;” “DIRECT DEBT;” “DEBT LIMIT;” “OVERLAPPING AND UNDERLYING DEBT;” and “FINANCIAL SUMMARY”.

“Issuer” shall mean City of Van Meter, Iowa

“Issuer Documents” shall mean the Bond Resolution, the Tax Exemption Certificate, the Continuing Disclosure Certificate, the Bond Purchase Agreement, the Loan Agreement, and the Closing Certificates

“Loan Agreement” shall mean the loan agreement between the Issuer and the Underwriter dated the date of delivery

“Official Statement” shall mean the Final Official Statement dated August 14, 2013 as published by the Issuer including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, together with such amendments or supplements thereto as are adopted by the Issuer in accordance herewith

“Original Issue Discount” shall mean \$0, which is outlined on Schedule I attached herein

“Original Issue Premium” shall mean \$0, which is outlined on Schedule I attached herein

“Par Amount” shall mean \$995,000

“Paying Agent” shall mean Bankers Trust Co., as paying agent pursuant to the Bond Resolution

“Preliminary Official Statement” shall mean the Preliminary Official Statement dated July 13, 2013 as published by the Issuer

“Project” shall mean the refinancing of certain prior obligations of the City, the payment for engineering expenses associated with the possible construction of a new water treatment plant, as well as certain parks and fields upgrades, all if necessary plus Costs of Issuance associated with the Bonds

“Purchase Price” shall mean the sum of Par Amount less the Underwriter’s Discount less any Original Issue Discount plus any Original Issue Premium

“Rating” shall mean NA

“Rating Agency” shall mean NA.

“Underwriter” shall mean Piper Jaffray & Co.

“Underwriter’s Discount” shall mean \$29,850

## 2. Purchase and Sale.

Subject to the satisfaction by the Issuer of the terms and conditions set forth herein, subject also to the conditions precedent set forth herein and in reliance upon the representations herein set forth or incorporated by reference, the Underwriter hereby agrees to purchase from the Issuer upon the terms and conditions set forth herein and the Issuer hereby agrees to sell to the Underwriter Bonds (the Bonds being more fully described in Schedule I hereto, and the Official Statement hereinafter mentioned). The expenses of selling the Bonds shall be paid as provided herein. The Bonds shall be as described in the Official Statement of the Issuer, shall be issued and secured pursuant to the Issuer Documents.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, and (iv) the Issuer has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Bonds shall be issued pursuant to the Bond Resolution, the proceeds of which will be used to finance the Project.

3. Official Statement.

(a) The Issuer shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Official Statement relating to the Bonds in substantially the form of the Preliminary Official Statement, with only such changes therein as shall have been mutually agreed upon by the Issuer and the Underwriter, signed on behalf of the Issuer by its authorized representative. In connection with the offering and sale of the Bonds, the Issuer authorizes the use by the Underwriter of copies of the Official Statement with respect to the Bonds, together with copies of the Bond Resolution, and the other documents described therein or attached thereto. The Issuer hereby ratifies and consents to the use by the Underwriter of the Official Statement in connection with the sale of the Bonds.

(b) The distribution by the Underwriter of the Preliminary Official Statement for the Bonds is hereby approved and the Issuer hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Preliminary Official Statement and all other documents, agreements, certificates or statements furnished by the Issuer to the Underwriter or entered into in connection with the offer and sale of the Bonds, and all other documents, agreements, certificates or statements furnished by the Issuer or entered into in connection with the transactions described in this Bond Purchase Agreement. The Issuer represents that the Preliminary Official Statement was "final" as of its date within the meaning of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "1934 Act"); except for the omission of information that is dependent upon the final pricing of the Bonds.

Actions taken by the Issuer, its staff and outside consultants, with respect to the preparation of the Preliminary Official Statement and Final Official Statement is hereby ratified and confirmed.

(c) The Issuer, on behalf of itself and as agent for any other "issuers" within the meaning of the Rule (defined hereinafter), agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, such copies of the Official Statement, or such additional copies as may be necessary for the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the 1934 Act (the "Rule"), and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MRSB"). The Issuer agrees to deliver such Official Statement within seven (7) business days after the execution hereof.

(d) The Underwriter shall give notice to the Issuer and any additional "issuer" on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver the Official Statement pursuant to paragraph (b)(4) of the Rule.

(e) The Underwriter agrees that it shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Official Statement, as most recently supplemented or amended (if any).

(f) The Underwriter agrees from the time the Official Statement becomes available until the earlier of

(i) ninety (90) days from the end of the underwriting period or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Official Statement requested.

4. Representations.

(a) To the best knowledge of the Issuer, the Issuer represents to and agrees with the Underwriter as follows:

(i) The statements and information contained in the Official Statement, except the statements and information under the caption “THE BONDS – Book Entry Only System,” and “UNDERWRITING,” are, and as of the date of Closing such information in the Official Statement will be, true and correct in all material respects, and the Official Statement will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating to the Issuer necessary to make the statements therein in the light of the circumstances under which they were made, not misleading. If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Section 2(c) hereof that Official Statements are no longer required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs with respect to the Issuer as a result of which the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter in writing of such events.

The Excluded Sections were prepared by the Underwriter with the review and input from the Issuer. The Issuer has no reason to believe that the information provided in such tables is inaccurate in any material respect.

(ii) The Issuer is duly organized and existing as a municipal corporation of the State of Iowa (the “State”) created and existing under the laws of the State and the Issuer has full legal right, power and authority pursuant to the laws of the State to issue Bonds to finance the Project, to enter into this Bond Purchase Agreement and to pledge the taxes described in the Bond Resolution and as described in the Official Statement.

(iii) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Bonds, and the adoption of the Bond Resolution, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

(v) With respect to such matters that are preconditions to the issuance of the Bonds, the Issuer has, and at the date of the Closing will have, in all respects complied the Authorizing Law.

(vi) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of the State having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Bond Resolution and the Bonds, have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or

warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the purchase and sale of the Bonds by the Underwriter).

(vii) The Bonds, when duly issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be the validly issued and outstanding obligations of the Issuer payable from the Tax (as defined in the Official Statement), entitled to the benefits of the Bond Resolution.

(viii) The Issuer Documents, assuming due authorization, execution and delivery by the Underwriter, constitute valid and binding obligations of the Issuer payable as outlined in the Official Statement, provided that, however, the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

(ix) No litigation is pending or, to the knowledge of the Issuer, threatened (A) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the application of proceeds of the Bonds as provided in the Bond Resolution or the collection of taxes of the Issuer pledged under the Bond Resolution, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or this Bond Purchase Agreement, or (C) in any way contesting the existence or powers of the Issuer.

(x) The Official Statement was, as of its date, and is, as of this date, "final" within the meaning of paragraph (b)(1) of the Rule. The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement. The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.

(xi) The adoption and authorization of the Issuer Documents do not, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

(xii) The Issuer has the legal authority to apply proceeds of the Bonds for the purposes contemplated by the Authorizing Law and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

(xiii) The Issuer has been and is in compliance, in all material respects, with its Continuing Disclosure Undertaking under the Rule to provide annual reports or notice of material events.

(xv) The Issuer has not been, within the last five years, in default as to principal or interest with respect to any obligation issued by or guaranteed by the Issuer or with respect to which the Issuer is an obligor.

(xv) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the Issuer Documents.

(xvi) Unless the Bonds are being issued as taxable Bonds, the Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds

(xvii) No financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed, or currently exists, between the Issuer and the Underwriter with respect to the Bonds. The Issuer further represents that it provided acknowledgment and consent regarding the Underwriter's Rule G-17 disclosure.

(xviii) The Underwriter has not recommended or advised that the Issuer should not retain or utilize financial advisory services on this transaction.

(b) To the best knowledge, information, and belief of the Underwriter represents to and agrees with the Issuer as follows:

(i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the State of Iowa.

(ii) The Bond Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

(iii) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities

(iv) The Underwriter has made or agrees to make a bona fide initial public offering of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

(v) The Underwriter did not recommend or advise that the Issuer should not retain or utilize financial advisory services on the transaction.

(vi) No financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed, or currently exists, between the Issuer and the Underwriter with respect to the Bonds.

5. Closing. At Closing, the Issuer will deliver or cause to be delivered to us, at the offices of the Underwriter or at such other place as we may mutually agree upon, the Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Bond Counsel, and the Underwriter will accept such delivery and pay the purchase price thereof in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Bonds will be delivered as fully registered bonds in such authorized denominations and registered in such names and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing (and if no such request is made, in the name of the Underwriter). The Issuer will deposit at least one (1) day prior to the date of Closing any or all of the Bonds, registered in such name or names as the Underwriter may

request, in New York, New York, subject to release at Closing. The Bonds will be made available for checking and authentication not less than 48 hours prior to the Closing, at such place as the Issuer and the Underwriter shall agree.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds. The Underwriter and the Issuer will cooperate to obtain the CUSIP numbers and the Underwriter agrees to pay for the costs and expenses of obtaining the CUSIP numbers and all other minor, customary incidental costs and expenses related to the sale, issuance and delivery of the Bonds. Simultaneously with the delivery of the Bonds, the Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of such delivery as provided in Section 5(d)(i) below.

6. Conditions Precedent. The Underwriter has entered into this Bond Purchase Agreement in reliance upon (i) the representations, warranties and agreements of the Issuer contained herein and in the Issuer Documents; and (ii) the performance by the Issuer of its obligations hereunder, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Underwriter's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Official Statement and the other Issuer Documents shall be in full force and effect, shall each be in form and substance acceptable to the Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; and you shall have duly adopted and there shall be in full force and effect such ordinances and resolutions, and entered into such agreements, as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Bonds.

(c) The Issuer or the Underwriter may terminate this Bond Purchase Agreement by notification in writing or by telegram to the Issuer or the Underwriter, as the case may be, if at any time subsequent to the date hereof and at or prior to the Closing: (A) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service, or any other agency of the Federal government having jurisdiction, or a release or official statement shall be issued by the Treasury Department, the Internal Revenue Service, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Bonds, which, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or (B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended (the "1933 Act"); or (C) the Congress of the United States of America shall enact a law, or a bill shall be favorably reported out of committee of either House, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter shall be made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the 1933 Act; or (D) the United States of America shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; or (E) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (F) a general banking moratorium shall have been declared by the United States of America, State of New York or State of Iowa authorities; or (G) an event shall occur which (1) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained

therein not misleading in any material respect and/or (2) materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or (H) economic, market or other conditions shall occur or exist which, surrender the Bonds incapable of being sold; or (J) any suit, proceeding, litigation or other action shall be commenced, or, if commenced prior to the date hereof, shall be continuing or have been adjudicated, which, in any event, may affect the marketing, sale or delivery of the Bonds.

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Underwriter shall approve):

(i) The unqualified approving opinion of Bond Counsel, dated the date of the Closing, in materially the form attached hereto as Exhibit A;

(ii) A certificate of the Issuer, signed by the City Clerk of the Issuer, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Issuer contained herein and in the Bond Resolution and the other Issuer Documents are true and correct in all material respects as of the date of the Closing; (B) no litigation is pending or threatened, to the knowledge of the Issuer, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Bond Resolution, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or the other Issuer Documents, or (3) in any way contesting the existence or powers of the Issuer; (C) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement is true, accurate and complete in all material respects; and (E) all resolutions and other actions required to be approved or taken by or on behalf of the Issuer authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, this Bond Purchase Agreement, and the Bonds have been duly approved by the City Council of the Issuer, are in full force and effect and have not been modified, amended or repealed.

(iii) Certified copies of the Issuer's resolutions or comparable actions of its City Council authorizing the execution and delivery of the Issuer Documents and approving the Bonds and the Official Statement;

(iv) A Tax Agreement or Tax Certificate in form satisfactory to Bond Counsel; and

(v) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents the Underwriter or Bond Counsel may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Bonds.

If the Issuer shall be unable for any reason to satisfy the conditions of the Underwriter's obligation contained in this Bond Purchase Agreement or if the Underwriter's obligation shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 8 hereof, shall continue in full force and effect.

7. Amendments to Official Statement. After the date of the Official Statement and so long as the Underwriter, or dealers, if any, participating in the original distribution of the Bonds, are offering Bonds which constitute the whole or a part of their unsold participations, the Issuer or the Borrower will (a) not adopt any amendment of or supplement to the Official Statement without the prior written consent of the Underwriter, and (b)

during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time they are delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense of the Issuer, a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) which will amend or supplement the Official Statement so that they will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or purchasers, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request.

8. Payment of Expenses.

(a) Upon and subject to the issuance, sale and delivery of the Bonds by the Issuer, the Issuer agrees to pay either directly or, to the extent permitted under federal tax law, from the proceeds of the Bonds, at closing or a date thereafter that is agreeable to the Underwriter in its sole discretion, the Underwriter's Discount. The Issuer is responsible for and agrees to pay all other Costs of Issuance for the transaction necessary for the Bonds to close.

(b) If the Bonds are not issued and delivered by the Issuer to the Underwriter as a result of the failure by the Issuer to perform any of its obligations under this Bond Purchase Agreement (other than a non-performance following a failure of the Underwriter to comply with its obligation set forth in this Agreement, or a cancellation of this Agreement under Section 6(c) herein, if such obligation is not otherwise excused or terminated by the Issuer), the Issuer agrees that it shall pay the Underwriter's Discount.

9. No Advisory or Fiduciary Role. Issuer acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial advisors, and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

10. Rule 15c2-12 and Related Matters. Each of the parties hereto agrees to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule.

The Underwriter has obtained and reviewed the Official Statement and, on the basis of such review, the Underwriter states that it has no reason to believe that the key representations contained therein are not truthful and complete (and in reaching such conclusion the Underwriter has relied upon (a) the accuracy and completeness of the financial information of the Issuer included in Appendices A and B to the Official Statement; (b) the accuracy and completeness of the discussion under the heading "TAX MATTERS" in the Official Statement; and (c) the accuracy of all the other information furnished by the Issuer).

11. Issuer Intends to Issue Tax Exempt Bonds. The Issuer acknowledges it intends to issue the Bonds on a tax exempt basis and further acknowledges the Issuer's continuing covenants and responsibilities regarding tax exemption that will be contained in the Bond Documents, including the Tax Exemption Certificate and Bond Resolution. Issuer acknowledges that the services provided by the Underwriter are not intended to be construed as legal or accounting advice with respect to the issuance of the Bonds.

12. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to the addresses set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the Underwriter at Piper Jaffray & Co., Attn: Public Finance Department, 3900 Ingersoll Avenue, Suite 110, Des Moines, IA 50312.

13. Benefit. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns), and no other person, political subdivision, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

14. Approval. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Issuer.

15. Governing Law; Counterparts. This Bond Purchase Agreement shall be governed by the laws of the State of Iowa and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**PIPER JAFFRAY & CO.**  
as Underwriter herein specified

By: \_\_\_\_\_  
Its Managing Director

Approved and Agreed to:

**CITY OF VAN METER, IOWA**

By: \_\_\_\_\_  
Its Mayor

## SCHEDULE I

### Maturity Date and Schedule

The Bonds maturing on May 1, 2015 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2014	\$60,000
5/1/2015	\$65,000*

The Bonds maturing on May 1, 17 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2016	\$65,000
5/1/2017	\$60,000*

The Bonds maturing on May 1, 2019 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2018	\$90,000
5/1/2019	\$45,000*

The Bonds maturing on May 1, 2022 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2020	\$45,000
5/1/2021	45,000
5/1/2022	45,000*

The Bonds maturing on May 1, 2024 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2023	\$50,000
5/1/2024	50,000*

The Bonds maturing on May 1, 2027 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2025	\$55,000
5/1/2026	50,000
5/1/2027	35,000*

The Bonds maturing on May 1, 2030 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2028	\$35,000
5/1/2029	35,000
5/1/2030	40,000*

The Bonds maturing on May 1, 2033 are subject to mandatory redemption (by lot, as selected by the Registrar) in the principal amount listed below, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

<u>Redemption</u>	<u>Amount</u>
5/1/2031	\$40,000
5/1/2032	40,000
5/1/2033	45,000*

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\* Denotes final maturity of a term bond.

**EXHIBIT A TO THE BOND PURCHASE AGREEMENT  
FORM OF LEGAL OPINION**

DISTRIBUTION LIST

CITY OF VAN METER, IOWA

\$995,000- GENERAL OBLIGATION BONDS, SERIES 2013

DATED 09/09/2013 – CLOSING 09/09/2013

NON RATED

<i>Issuer</i>	<i>Paying Agent</i>	<i>Bond Counsel</i>
<p>City of Van Meter 505 Grant Street Van Meter, IA 50261-0160</p> <p>Phone: 515-996-2644 Fax: 515-996-2207</p> <p>Jake Anderson, City Administrator <a href="mailto:vanmeteria@gmail.com">vanmeteria@gmail.com</a></p>	<p>Bankers Trust Company 453 7th Street Des Moines, IA 50309</p> <p>FAST Close ID #50153</p> <p>Diana VanVleet Phone: 515-245-2951 Fax: 515-245-2460 <a href="mailto:dvanvleet@bankerstrust.com">dvanvleet@bankerstrust.com</a></p>	<p>Dorsey &amp; Whitney LLP 801 Grand, Suite 4100 Des Moines, IA 50309-8002</p> <p>Phone: 515-283-1000 Fax: 515-283-1060</p> <p>John Danos <a href="mailto:danos.john@dorsey.com">danos.john@dorsey.com</a></p>
<i>Underwriter</i>	<i>Underwriter (Closing)</i>	<i>Underwriter (Verification)</i>
<p>Piper Jaffray &amp; Co. 3900 Ingersoll Avenue, Suite 110 Des Moines, IA 50312</p> <p>Fax: 515-247-2352</p> <p>Timothy Oswald, Managing Director Phone: 515-247-2358 <a href="mailto:timothy.j.oswald@pjc.com">timothy.j.oswald@pjc.com</a></p> <p>Deb Harmsen, Administrative Assistant Phone: 515-247-2355 <a href="mailto:debra.k.harmsen@pjc.com">debra.k.harmsen@pjc.com</a></p> <p>Matthew Hall, Inv. Banking Analyst Phone: 515-247-2359 <a href="mailto:matthew.c.hall@pjc.com">matthew.c.hall@pjc.com</a></p>	<p>Piper Jaffray &amp; Co. 800 Nicollet Mall, Ste 1300 Minneapolis, MN 55402-7020</p> <p>Firm Accounting (money wires) Consolata Njogu J10S04 Phone: 612-303-6896 Fax: 612-303-1032 <a href="mailto:consolata.x.njogu@pjc.com">consolata.x.njogu@pjc.com</a></p> <p>Trade Operations (DTC closing) Sarah Miles J09STR Phone: (612) 303 7005 Fax: 612-303-6965 <a href="mailto:sarah.a.miles@pjc.com">sarah.a.miles@pjc.com</a></p>	<p>Piper Jaffray &amp; Co. 11150 Overbrook Rd, Ste 310 Leawood, KS 66211</p> <p>Joyce Chaney JKS78016 Phone: 913-345-3357 <a href="mailto:joyce.e.chaney@pjc.com">joyce.e.chaney@pjc.com</a></p> <p>Rebecca Rebout Phone: 913-345-3358 <a href="mailto:rebecca.l.rebout@pjc.com">rebecca.l.rebout@pjc.com</a></p>

# Agenda Item #12 -

## A Resolution setting date for a public hearing on urban renewal plan amendment

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed resolution taking setting a date for a public hearing on an urban renewal plan amendment.*

Staff: *Gives presentation.*

Mayor: *Does the City Council wish to discuss further the proposed resolution? If not, I would entertain a motion to approve the resolution as it has been presented to us.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The resolution is adopted. Thank you.*

SET DATE FOR HEARING ON URBAN  
RENEWAL PLAN AMENDMENT

420352-12

Van Meter, Iowa

August 12, 2013

The Council of the City of Van Meter, Iowa, met on August 12, 2013, at \_\_\_\_\_ o'clock, \_\_\_\_m., at the \_\_\_\_\_, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that an amendment to the urban renewal plan for the Van Meter Urban Renewal Area had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member \_\_\_\_\_ moved the adoption of the following resolution entitled "Resolution setting date for a public hearing on urban renewal plan amendment," and the motion was seconded by Council Member \_\_\_\_\_. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

RESOLUTION NO. \_\_\_\_\_

Setting date for public hearing on urban renewal plan amendment

WHEREAS, this City Council by resolution created the Van Meter Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of new urban renewal projects in the Urban Renewal Area consisting of using tax increment financing to pay the costs of (1) the 2013 Site Certification Project; and (2) the 2013 Municipal Recreation Complex Project, and it is now necessary that a date be set for a public hearing on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Van Meter, Iowa, as follows:

Section 1. This City Council will meet at the \_\_\_\_\_, Van Meter, Iowa, on the 9th day of September, 2013, at \_\_\_\_\_ o'clock \_\_.m., at which time and place it will hold a public hearing on the proposed Amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Van Meter, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the city's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this August 12, 2013.

---

Mayor

Attest:

---

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN  
AMENDMENT

Notice Is Hereby Given: That at \_\_\_\_\_ o'clock \_\_.m., at the \_\_\_\_\_, Van Meter, Iowa, on the 9th day of September, 2013, the City Council of the City of Van Meter, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Van Meter Urban Renewal Area to facilitate the undertaking of new urban renewal projects in the Van Meter Urban Renewal Area consisting of using tax increment financing to pay the costs of (1) the 2013 Site Certification Project; and (2) the 2013 Municipal Recreation Complex Project. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jake Anderson  
City Clerk

• • • • •

On motion and vote the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF DALLAS  
CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

**(Attach here publisher's affidavit of publication of notice.)**

**(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)**

STATE OF IOWA  
COUNTY OF DALLAS  
CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

August 9, 2013

**VIA E-MAIL**

Jake Anderson  
City Administrator/City Hall  
Van Meter, IA

Re: Van Meter Urban Renewal Area (2013 Amendment)  
Our File No. 420352-12

Dear Jake:

We have prepared the attached materials which will enable your City Council to act on August 12, 2013 to set September 9, 2013 as the date for a public hearing on the amendment to the existing urban renewal plan for the area.

The notice which is included in the attached resolution must be published once, not less than four (4) nor more than twenty (20) days prior to the date selected for the hearing. Please print a separate copy of the notice for delivery to the newspaper. Please email or fax a copy of the published notice to our office. Our fax number is (515) 283-1060.

Also, a “consultation session” must be set up with the local county and school district. Please refer to my separate letter attached for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact me if you have any questions.

Best regards,

John P. Danos

Attachments

cc: Tim Oswald

August 9, 2013

**VIA E-MAIL**

Jake Anderson  
City Administrator/City Hall  
Van Meter, Iowa 50211

Re: Van Meter Urban Renewal Area Amendment/Consultation Session  
Our File Number: 420352-12

Dear Jake:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county and school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing on September 9, 2013.

It is our understanding that the property within your urban renewal area would affect Dallas County and the Van Meter Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors  
c/o Dallas County Auditor  
901 Court Street  
Adel, IA 50003

Page 2

Superintendent  
Van Meter Community School District  
520 1st Avenue  
PO Box 257  
Van Meter, IA 50261

Please call me if you have questions.

Sincerely,

John P. Danos

cc: Tim Oswald

[City letterhead]

DATE: \_\_\_\_\_

TO: Board of Supervisors, Dallas County  
Superintendent, Van Meter Community School District

FROM: City Council  
City of Van Meter, Iowa

RE: Van Meter Urban Renewal Plan Amendment

The City of Van Meter is in the process of amending the urban renewal plan for the Van Meter Urban Renewal Area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for \_\_\_\_\_, 2013, at \_\_\_\_\_ o'clock \_\_\_\_m. at the \_\_\_\_\_ in Van Meter. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at \_\_\_\_\_ o'clock \_\_\_\_m. on September 9, 2013, and a copy of the notice of hearing is enclosed for your information.

Please call our City Administrator at (515) 996-2644, if you have questions.

Enclosure

# Agenda Item #13 - Reorganization Plan

## Council Committee and Liaison Assignments

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed committee and liaison assignments*

Staff: *Gives presentation.*

Mayor: *Does the City Council wish to discuss further the proposed assignments? If not, I would entertain a motion to approve the assignments as they have been presented to us.*

City Councilmember \_\_\_\_\_: *So moved.*

City Councilmember \_\_\_\_\_: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The resolution is adopted. Thank you.*

**THE VAN METER CITY COUNCIL COMMITTEES AND  
LIAISON ASSIGNMENTS  
2013**

Mayor: Allan Adams

City Council: Becca Wiederholt (Mayor Pro Tem)  
Richard Booge  
Bob Lacy  
Adam Coyle  
Kim Sacker

City Council Committees and Liaison Assignments (Chair Listed First): The City Council committees/liaison assignments meet, or attend meetings, on an as needed basis when there is an item to be discussed. The purpose of the assignments and the committees is to keep City Council members involved, informed, and to provide an avenue for input into plans, rules, and policies that get recommend to the City Council. *Council Committees and Liaisons **DO NOT** have the authority to direct staff. It is the responsibility of the City Administrator to lead and direct staff in accordance with the wishes of the City Council as a whole.*

Finance – Adams, Lacy, Coyle

Works with staff to provide input and feedback during the budget preparation process.

Policy – Adams, Coyle, Wiederholt

Reviews policies, ordinances, and existing practices and procedures and makes recommendations to the full City Council to keep rules up to date and aligned with the Government's overall mission, vision, and values.

Economic Development – Adams, Wiederholt, Lacy

Works with staff to attract and retain and otherwise grow the residential and commercial base of Van Meter. Attends Planning and Zoning Commission and Board of Adjustment meetings.

Public Safety – Adams, Coyle, Wiederholt

Reviews policy, plans, projects, and issues involving the Police and Fire departments, First Responders, E911 and Disaster Services. Attends Public Safety Department business meetings, E911 Board meetings, Emergency Management Commission meetings and reports back to the Council on public safety activities.

Public Works/Infrastructure – Sacker, Booge

Reviews policies, plans, projects, and issues related to the sanitary sewer system, public water system, garbage collection and recycling, streets, sidewalks alleys. Plans future growth and development of the systems and determines policy. Meets with Public Works staff and reports back to the Council on departmental activities.

Culture and Recreation – Booge, Sacker

Reviews policies, plans, projects, and issues involving the Library, Cemetery, Parks, and Recreation Programs. Attends Library Board meetings, Park Board meetings, and reports back to the City Council on departmental activities

Special Liaison Assignments or Ad-Hoc Committees

From time to time the Mayor may designate a special representative or form a committee to review and resolve a particular problem or issue.

# Agenda Item #14 - Reports

Submitted for:  
Information  
Recommendation:

Sample Language:

- Mayor:
- 1) *Parks and Rec*
  - 2) *Library*
  - 3) *Public Safety*
  - 4) *Public Works*
  - 5) *Attorney*
  - 6) *Engineer*
  - 7) *Council*
  - 8) *Mayor*
  - 9) *Administrator*

# Agenda Item #15 - Adjournment

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *With no further business do I hear a motion to adjourn?*

City Councilmember \_\_\_\_\_: *So Moved.*

City Councilmember \_\_\_\_\_: *Second*

City Clerk: *Lacy \_\_\_; Booge \_\_\_; Sacker \_\_\_; Wiederholt \_\_\_; Coyle \_\_\_;*

Mayor: *The meeting is adjourned. Thank you.*