

-NOTICE OF A PUBLIC MEETING-
Governmental Body: Van Meter City Council
Date of Meeting: Monday, September 9, 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 August 12 and August 26, 2013 Council Meetings
 - b. Approve the August Claims list
 - c. Approve the August Financial Statement
 - d. Approve a Resolution Transferring Funds
 - e. Approve a Resolution Acknowledging a Promotion and Pay Raise for Library Assistant, Michelle Boren.
 - f. Approve Main Street Extension Project Pay Estimate No 1 in the amount of \$92,239.30 to Sternquist Construction
6. Consideration of a Final Plat for Kenyon Hill Cove – Forwarded from Planning and Zoning with a recommendation for approval.
7. Employee Benefits Renewal – Brad Reiman
8. A Public Hearing on a proposed resolution approving the plans, specifications, form of contract, and estimate of cost for the Richland Road Sanitary Sewer Project.
9. Public hearing on urban renewal plan amendment for the Van Meter Urban Renewal Area
10. A resolution to approve urban renewal plan amendment for the Van Meter Urban Renewal Area
11. Public Hearing on the first reading of a proposed ordinance amending the code of ordinances by amending the zoning designation to a specific property. Consideration will be given to waiving readings two and three and proceeding immediately to approval and adoption.
12. Department/Committee Reports:
 - a. Parks and Rec
 - b. Library
 - c. Public Safety
 - d. Public Works
 - e. Attorney
 - f. Engineer
 - g. Administrator
 - h. Council
 - i. Public Works/Infrastructure
 - ii. Culture and Recreation
 - iii. Ad-Hoc Committees
 - i. Mayor
 - i. Finance
 - ii. Policy
 - iii. Economic Development
 - iv. Public Safety
 - v. EMA, E911
13. Adjourn

Agenda Item #1 - Call to Order

Submitted for:

Recommendation:

Sample Motions:

Mayor: *The time is Seven O'clock PM on Monday, September 9, 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, August 12, 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, Tom Wittman, Michael Wahlert, Deron Durlinger, 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 Coyle. 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 July 15, July 17, and August 2, 2013 council meetings
- b. July Claims list

ACCO	\$ 868.40
ADAM COYLE	\$ 149.89
AG SOURCE LABORATORIES	\$ 48.00
BAUDER ICE CREAM	\$ 200.00
BOBS AUTO PARTS	\$ 29.95
CARPENTER UNIFORM CO	\$ 99.97
CASEY'S GENERAL STORE	\$ 1,023.29
CENTURY LINK	\$ 334.71
CHICOS SANDWICH SHOPPE	\$ 200.00
CHRIS BOSWELL	\$ 312.50
CHUBBYS STREET EATS	\$ 200.00
CJSULLIVAN PHOTOGRAPHY	\$ 315.45
COMPASS BUSINESS SOLUTIONS	\$ 295.86
CULLIGAN	\$ 91.45
DALLAS COUNTY NEWS	\$ 300.00
DATA TECHNOLOGIES INC	\$ 577.69
DELTA DENTAL	\$ 313.82
DENNIS CARTER	\$100,595.11
DIXIE RADKE	\$ 30.72
DO IT YOURSELF MAGAZINE	\$ 19.97
DOGGIN IT HOT DOGS	\$ 200.00
DON HOCKING	\$ 200.00
DWIGHT STEARNS	\$ 225.00
EARL MAY	\$ 59.94
EFTPS	\$ 3,159.89
EMERGENCY MEDICAL PRODUCTS	\$ 136.29
GARY HERRICK	\$ 5.60
GOLF CARS OF IOWA	\$ 415.00

HEARTLAND AG-BUSINESS GROUP	\$ 33.00
HEARTLAND COOP	\$ 264.13
HENNINGSEN CONST INC	\$ 11,740.00
HYVEE	\$ 1,916.29
INDUSTRIAL CHEM LABS	\$ 146.21
INTERSTATE ALL BATTERY CENTER	\$ 53.90
IOWA DNR	\$ 123.08
IOWA ONE CALL FAXES	\$ 39.80
AMES POLICE DEPT	\$ 30.00
JACOB ANDERSON	\$ 898.37
JESSICA WAMBOLD	\$ 200.00
JIMS JOHNS INC	\$ 1,450.00
JONES CREEK APPAREL	\$ 144.39
JW TREE SERVICE	\$ 1,000.00
KATIES CRUSADERS	\$ 300.00
KELLY OWEN	\$ 150.00
LA MICHAOCANA	\$ 200.00
LESLIE HERMAN	\$ 74.18
LEUKEMIA & LYMPHOMA SOC	\$ 200.00
LOWE'S	\$ 215.25
MAIN STREET DINER	\$ 200.00
MATHESON TRI GAS INC	\$ 33.52
MIDAMERICAN ENERGY	\$ 2,215.17
MIDWEST INFLATABLES	\$ 38.50
MIDWESTERN CULVERT LTD	\$ 572.22
MODERN MARKETING	\$ 335.05
MUNICIPAL SUPPLY INC	\$ 69.00
OFFICE DEPOT	\$ 100.01
OLYMPIA BOOK CORP	\$ 1,500.00
OVERDRIVE INC	\$ 391.44
PETTY CASH	\$ 2,000.00
PLS INVESTMENTS	\$ 200.00
RENEAR INC	\$ 200.00
SQUARE, INC	\$ 23.86
THE HARTFORD	\$ 209.38
TREAS - ST OF IA	\$ 1,983.00
ULTIMATE BODY APPLICATOR	\$ 200.00
UNITYPOINT CLINIC	\$ 15.00
US POSTMASTER	\$ 323.38
VAN METER BAPTIST CHRUCH	\$ 200.00
VAN WALL EQUIPMENT	\$ 33,083.39
VEENSTRA & KIMM INC	\$ 23,281.92
VM REC FOUNDATION	\$ 8,239.06
WASTE CONNECTIONS	\$ 6,089.29
WELLMARK	\$ 3,482.49
WELLS FARGO CC	\$ 9,508.52

WHITFIELD & EDDY PLC	\$ 799.00
ZIEGLER INC	\$ 1,925.00
***** REPORT TOTAL *****	\$226,805.30

c. July Financial Statement

FUND	RECIPTS	DISBURSMENTS
001 GENERAL	\$ 13,087.66	\$ 71,723.70
051 LIBRARY TECHNOLOGY FUND	\$ 0.01	\$ 391.44
058 FARMERS MARKET	\$ 205.00	\$ -
110 ROAD USE TAX	\$ 8,102.17	\$ 15,147.60
112 EMPLOYEE BENEFITS	\$ 1,493.18	\$ 5,064.26
119 EMERGENCY FUND	\$ 121.98	\$ -
121 LOCAL OPTION SALES TAX	\$ 8,239.06	\$ 8,239.06
125 TIF-CR ESTATE	\$ 139.06	\$ -
126 TIF-WH PINES SUBDIVISION	\$ -	\$ 40,286.26
180 PARK/REC TRUST FUND	\$ 0.14	\$ -
182 LIBRARY TRUST FUND	\$ 25,623.88	\$ 6,227.67
183 VM COMMUNITY BETTERMENT	\$ 24,687.06	\$ 7,300.43
200 DEBT SERVICE	\$ 1,248.27	\$ -
205 DEBT SERVICE-WATER	\$ 28,398.75	\$ -
213 DEBT SERVICE-LIFT STATIO	\$ 11,887.51	\$ -
600 WATER	\$ 16,818.64	\$ 16,877.27
610 SEWER	\$ 10,478.69	\$ 17,285.62
***** REPORT TOTALS *****	\$150,531.06	\$ 188,543.31

- a. Approve Main Street Storm Sewer Project Change Order #1
- b. Approve SRTS Sidewalk Project Pay Estimate No 1 in the amount of \$100,595.11 to Dennis Carter
- c. Approve a Memorandum of Understanding with the Van Meter Community School District for the construction of a Sanitary Sewer Main southerly along R16
- d. Approve an Agreement with Knapp Properties for the construction of a Sanitary Sewer Main southerly along R16

Lacy moved supported by Sacker to adopt and approve Resolution #2013-34, "A Resolution Adopting the Revised Consent Agenda." Passed unanimously.

- 6) Mayor Adams asked Deron Durflinger, Superintendent of the Van Meter Schools to present their proposed site plan for developing their east campus into ball fields. Durflinger presented the School's plans that are moving forward with the passing of a \$7.5 million dollar bond issue. City Engineer Veenstra presented staff's comments on the proposed site plan. Specifically Veenstra noted that the site plan ordinance requires parking areas in excess of 5 parking stalls are required to be paved. The School district requested that requirement be waived and the Planning and Zoning commission recommended approval subject to a periodic consultation on the paved parking requirement. Michael Wahlert addressed the City Council about the uniqueness of the impact on him and his property due to his access across the School's property. Lacy moved supported by Wiederholt to approve the site plan, waiving the parking requirement subject to annual administrative consultations. Passed unanimously.
- 7) Mayor Adams asked Deron Durflinger to present the School District's proposed plan to construct a pedestrian underpass under R16 connecting their east and west campus. Durflinger explained the School's plan to provide safe pedestrian access to the ball fields proposed under the site plan approved under the

previous agenda item. Veenstra noted City staff's comments noting that the project would require coordination with the construction of the sanitary sewer and that the underpass represents private improvements in the public right of way for which the school is solely responsible for the maintenance and upkeep of the tunnel and the associated guardrails. Lacy moved supported by Sacker to approve the proposed pedestrian underpass subject to staff's comments. Passed unanimously.

- 8) Mayor Adams asked City Engineer Veenstra to present the proposed resolution setting the date and time for a public hearing and receipt of bids for the Richland Road Sanitary Sewer Project. Veenstra explained that the resolution establishes the public hearing for September 9 and receipt of bids until 2:00PM on September 18. Moved by Lacy supported by Sacker to approve and adopt Resolution #2013-35, "A Resolution setting the time and date for a public hearing and receipt of bids for the Richland Road Sanitary Sewer Project." Passed unanimously.
- 9) Mayor Adams opened the public hearing on the proposed Essential Purpose Loan Agreement for \$745,000 for the purposes of refinancing existing debt, planning, designing, and constructing improvement to the City's Municipal Waste Water Treatment System, and planning designing and constructing improvement to the Municipal Waterworks System. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing.
- 10) Mayor Adams opened the public hearing on the proposed General Purpose Loan Agreement for \$250,000 for the purposes 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. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing.
- 11) Mayor Adams asked Administrator Anderson to explain the proposed resolution taking additional action to enter into a Loan Agreement, approving Bond Purchase Agreement and authorizing call of Bonds. Anderson noted that the resolution is the final action that the City Council needs to take in order to issue the \$995,000 of debt of which \$430,000 will be used to refinance existing debt; \$250,000 will be used to acquire and make improvements at the rec complex and \$315,000 will be used to plan and design improvements to the City's Waste Water system and Waterworks system. Lacy moved supported by Wiederholt to approve and adopt Resolution #2013-36 "A Resolution taking additional action to enter into a Loan Agreement, approving Bond Purchase Agreement and authorizing call of Bonds." Passed unanimously.
- 12) Mayor Adams asked Administrator Anderson to explain the proposed resolution setting a date for public hearing on urban renewal plan amendment. Anderson noted that the resolution sets September 9 at 7:00PM as the date and time to hold a public hearing on an amendment to the City's urban renewal plan to incorporate the projects for which the City is utilizing tax increment financing dollars to fund. Lacy moved supported by Sacker to approve and adopt Resolution #2013-37 "A resolution setting a date for public hearing on urban renewal plan amendment." Passed unanimously.
- 13) Mayor Adams asked Administrator Anderson to present the proposed City Council Committee/Liaison Assignments. Anderson explained that the assignments are meant to formalize and give structure to the areas of interest that the City Council members have already been involved with. The assignments are as follows with the Chairperson listed first: Finance – Adams, Lacy, Coyle; Policy – Adams, Coyle, Wiederholt; Economic Development – Adams, Wiederholt, Lacy; Public Safety – Adams, Coyle, Wiederholt; Public Works/Infrastructure – Sacker, Booge; Culture and Recreation – Booge, Sacker. Further it is noted that by statute the Mayor Adams serves on the Emergency Management Commission and in turn is the default representative to the E911 Board and that Councilman Lacy serves and the alternate to the E911 Board.
- 14) Reports –

Anderson reported that the City Council would need to hold a special City Council meeting on August 26 at 5:30PM and that the Council should anticipate another special meeting on September 23 at 5:30PM.

- 1) Having no other business Mayor Adams asked for a motion to adjourn. Moved by Lacy supported by Sacker. Passed unanimously.

_____ Allan B. Adams, Mayor

ATTEST

_____ Liz Thompson, City Clerk

City of Van Meter, Iowa
City Council Minutes – 8-26-2013

- 1) The Van Meter City Council met for a special council meeting/business leaders meeting on Monday, August 26, 2013 at the Van Meter City Hall at 505 Grant Street. Mayor Allan Adams called the meeting to order at 5:33PM. The following council members were present upon roll call: Kim Sacker, Becca Wiederholt, and Adam Coyle. Absent were Bob Lacy, and Richard Booge,

Also present was Public Safety Director William Daggett, City Engineer Bob Veenstra Jr., and City Administrator Jake Anderson

- 2) Mayor Adams asked for a motion to approve the agenda. Motioned by Coyle supported by Sacker. Passed unanimously.
- 3) Mayor Adams reviewed the consent agenda, and asked for discussion. Hearing none, Mayor Adams asked for a motion to adopt, “A Resolution Approving and adopting the Consent Agenda.” which included the following:
 - a. Approval of extending Rachel Tendall’s Marketing Internship
 - b. Approval of Resolution #2013-38, “A resolution directing staff to file a RISE grant application in support of infrastructure improvements to encourage economic development in the certified sites business park.”

Sacker moved supported by Wiederholt to approve and adopt Resolution #2013-39, “A Resolution Adopting the Consent Agenda. Passed unanimously.

- 4) Mayor Adams led discussion relevant to park and open space planning in Crestview Estates. With a general consensus that a park would assist with the build-out of residential lots in the subdivision. Staff was directed to research grants and options to purchase a lot in Crestview and construct a park.
- 5) Mayor Adams asked the Council if there was a motion to move into closed session to discuss water treatment pursuant to Iowa Code 21.5(1)(j). Moved by Sacker supported by Wiederholt. Passed unanimously. At 5:49PM the City Council adjourned into closed session. At 6:29PM Sacker moved supported by Coyle to adjourn out of closed session. Passed unanimously.
- 6) Having no other business Mayor Adams asked for a motion to adjourn. Moved by Coyle supported by Sacker. Passed unanimously.

_____ Allan B. Adams, Mayor

ATTEST

_____ Liz Thompson, City Clerk

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR		CHECK	
		TOTAL	CHECK#	DATE	

ACCOUNTS PAYABLE CLAIMS					

ACCO	WATER CHEMICALS	504.00			
ACCO	WATER CHEMICALS	820.26	1,324.26	24024	8/26/13
ADEL PUBLIC LIBRARY	CLEAN DVDS		15.00		
AG SOURCE LABORATORIES	WATER TESTING		398.00		
BALDON HARDWARE	SHOP MERCH		39.40		
BOBS AUTO PARTS	PUBLIC WORKS		116.82		
CASEY'S GENERAL STORE	GAS/MERCH		956.71		
CENTRAL IOWA STRIPING	STREET PAINTING		650.00		
CENTURY LINK	PHONE CHARGES		331.92		
COAST TO COAST SOLUTIONS	BOOKMARK & PUZZLES		265.64		
COOK'S COUNTRY	SUBSCRIPTION X 1 YR		24.95		
CULLIGAN	WATER		46.20		
DALLAS CO RECORDER	ANNEX DOCUMENTS		27.00		
DELTA DENTAL	Employee Dental Ins		313.82	11178271	8/01/13
ED HEIBERGER	BOOK ON ANGELS WINGS		23.98		
EFTPS	FED/FICA TAX		2,746.60	11178267	8/30/13
ELECTRONIC ENGINEERING	BATTERY FOR RADIO		37.00		
FASTENAL COMPANY	PHSPANNER		21.59		
FILLENWARTH BEACH	OKOBOJI CONFERENCE HOTEL PUB		420.00	24025	8/26/13
FRED SCHIMMELS	DUMP/SAND TRUCK REPAIR		1,473.32		
H D SUPPLY WATERWORKS	PAINT, FLAGS, NIPPLES - WA		248.00		
HEARTLAND COOP	SUMMER LP FILL		746.11		
HENNINGSEN CONST INC	2ND & PROGRESS/PLEASANT		600.00		
HOTSY CLEANING SYSTEM	HOTSY REPAIR		338.09		
IMAGING TECHNOLOGIES	CONTRACT USE 8/13-11/13 PLUS		290.38		
IOWA LIBRARY SERVICES	FY14 EBSCOHOST SUBSCRIPTION		75.80		
IOWA OUTDOORS	SUBSCRIPTIONS X 7 ISSUES		15.00		
IPERS	PROTECT IPERS		3,017.90	11178265	8/30/13
JIMS JOHNS INC	JOHNSON PARK KYBO		50.00		
JOANN B BROOKER	RAGBRAI TSHIRT REFUND		30.00		
JONES CREEK APPAREL	RAGBRAI 2ND ORDER		206.07		
KELLY CORTUM INC	STORM SEWER MAIN ST PROJECT		24,166.00		
LEUKEMIA & LYMPHOMA SOC	RAGBRAI REBATE		100.00		
MATHESON TRI GAS INC	OXYGEN		33.52		
MERCY CLINICS INC	PHYSICAL		25.00		
MIDAMERICAN ENERGY	GAS/ELEC		2,213.13		
MIDWEST INFLATABLES	RADAR CERT FOR RESERVES	240.00			
MIDWEST INFLATABLES	RAGBRAI EVENT	512.00	752.00	24015	8/13/13
MIDWEST LIVING MAGAZINE	SUBSCRIPTION X 1 YR		12.72		
NORTHERN TOOL & EQUIPMENT	MISC SHOP/LIFT JACK, OIL, TAPE		179.73		
PRECISION CONCRETE CUTTING	TRIP HAZARD REPAIR		465.14		
OFFICE DEPOT	WALL FILE		89.93		
ORGANIC GARDENING	SUBSCRIPTIONS X 6 ISSUES		23.91		
OSTRANDER ENTERPRISES	REPLACE 100 AMP PUMP HOUSE		1,029.00		
AL RISK	RAGBRAI REBATE		150.00		
SANDRY FIRE SUPPLY LLC	FIRE DEPARTMENT UNIS		2,016.97		
SENSUS USA	AUTOREAD SOFTWARE 10/13-10/14		1,524.60		
SQUARE, INC	Transaction Fees		16.53	11178269	8/30/13
STERNQUIST CONSTRUCTION	MAIN STREET EXTENSION PAY EST1		92,239.30		
STIVERS FORD	2014 INTERCEPTOR		15,624.00		
TASC GROUP SERVICES PLAN	Annual COBRA Administration		430.00	11178273	8/27/13

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR		CHECK
		TOTAL	CHECK#	DATE
TEAM SERVICES INC	SAFE ROUTES TO SCHOOL	2,215.68		
THE HARTFORD	Employee Life/Dis Ins	209.38	11178272	8/06/13
TIM NEAL SIGNS & DESIGNS	ACRYLIC SHEETS FOR MAPS	100.00		
TREAS - STATE OF IOWA W/H	STATE TAX	1,062.00	11178266	8/30/13
UNITED STATES TREASURY	FILING FEE ON UNPAID BALANCE	350.94	24026	8/26/13
US POSTMASTER	SEPT NEWSLETTER/UT BILLS	185.38	24037	8/30/13
VAN METER COMM SCHOOL	SUMMER REC SWIMMING CITY SHARE	636.77		
VICKI WARNER	RAGBRAI REBATE	200.00		
VAN METER RECREATION FOUNDATIO	AUGUST LOST	10,510.61	24027	8/26/13
WASTE CONNECTIONS	GARBAGE CONTRACT	5,822.03		
WELLMARK	Employee Health Ins	4,511.22	11178270	8/14/13
WELLS FARGO	Transaction Fee	.40	11178268	8/27/13
WHITFIELD & EDDY PLC	LEGAL SERVICES	790.00		

**** PAID TOTAL ***** 25,107.04

**** SCHED TOTAL ***** 157,428.41

**** OPEN TOTAL *****

**** ON HOLD TOTAL *****

***** REPORT TOTAL ***** 182,535.45

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182,535.45
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ACCOUNTS PAYABLE ACTIVITY
CLAIMS DEPT SUMMARY

DEPT DEPT NAME TOTAL CHECK# DATE

	LIABILITIES	6,826.50		
	POLICE	16,752.55		
	EMERGENCY MANAGEMENT	12.04		
	FIRE	2,661.90		
	AMBULANCE	33.52		
	ROADS, BRIDGES, SIDEWALKS	121,900.13		
	STREET LIGHTING	216.35		
	GARBAGE	5,822.03		
	LIBRARY	2,044.64		
	PARKS	708.14		
	RECREATION	11,708.68		
	CEMETERY	13.14		
	CLERK/TREASURER/ADM	586.11		
	CITY HALL/GENERAL BLDGS	857.52		
	CAPITAL PROJECTS	2,215.68		
	WATER	6,521.46		
	SEWER/SEWAGE DISPOSAL	3,655.06		

ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY

FUND FUND NAME TOTAL CHECK# DATE

GENERAL	29,632.27		
LIBRARY TECHNOLOGY FUND	75.80		
ROAD USE TAX	121,363.43		
EMPLOYEE BENEFITS	3,223.02		
LOCAL OPTION SALES TAX	10,510.61		
LIBRARY TRUST FUND	1,388.09		
VM COMMUNITY BETTERMENT	1,198.07		
SIDEWALK CAPITAL PROJECT	2,215.68		
WATER	7,893.48		
SEWER	5,035.00		



CITY OF VAN METER

Bank Reconciliation/Financial Summary - Month/Year: August 2013

<u><i>Treasurer's Report</i></u>	
Book Balance, Beginning of Month:	\$874,672.57
Add: Total Revenues this Month: with transfers	\$60,007.23
Less: Total Expenditures this Month: with trans	(\$250,230.49)
Add: Δ Liability	(\$2,077.25)
Book Balance End of Month:	\$682,372.06

<u><i>Bank Reconciliation</i></u>	
Checking Account Balance End of Month:	\$183,960.54
Less: Outstanding Transactions (Cash Report):	(\$26,462.98)
Adjusted Checking Account Balance:	\$157,497.56
Currency	
Petty Cash: (res Nov 2004)	\$100.00
Change Fund:	\$30.00
Total Currency:	\$130.00
Investments: (Interest for month included)	
IPAIT	
IPAIT – general	\$220,786.55
IPAIT – park	\$20,619.31
IPAIT – library	\$17,058.19
IPAIT – library/technology	\$1,187.02
IPAIT TOTAL:	\$259,651.07
Certificate of Deposit/ESB	\$250,000.00
Wells Fargo – savings acc't	\$15,093.43
Total Investments:	\$524,744.50
Total of Bank Statements End of Month	\$682,372.06

Difference:	\$0.00
Note(s):	

Verify: Mayor or Mayor Pro Tem:

CALENDAR 8/2013, FISCAL 2/2014

ACCOUNT TITLE	LAST MONTH	RECEIVED	DISBURSED	CHANGE IN	ENDING
	END BALANCE			LIABILITY	BALANCE
001 GENERAL	15,499.04-	11,242.13	29,011.59	899.14-	34,167.64-
049 VEHICLE INSPECTION FUND	38,491.91	.00	.00	.00	38,491.91
051 LIBRARY TECHNOLOGY FUND	1,041.09	.01	315.45	.00	725.65
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	2,734.81	205.00	.00	.00	2,939.81
110 ROAD USE TAX	243,244.20	9,853.53	60,308.59	356.90-	192,432.24
112 EMPLOYEE BENEFITS	54,369.13	309.34	4,735.80	.00	49,942.67
119 EMERGENCY FUND	13,685.81	13.40	.00	.00	13,699.21
121 LOCAL OPTION SALES TAX	.00	10,510.61	10,510.61	.00	.00
125 TIF-CR ESTATE	147,911.60	.00	.00	.00	147,911.60
126 TIF-WH PINES SUBDIVISION	47,943.81	.00	.00	.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	25,252.11	.14	.00	.00	25,252.25
181 PARK SUBDIVISION TRUST	.00	.00	.00	.00	.00
182 LIBRARY TRUST FUND	38,759.18	.18	7,386.36	.00	31,373.00
183 VM COMMUNITY BETTERMENT	17,892.57	2,427.50	15,329.89	.00	4,990.18
184 CDBG/HOUSING PROJECT	.00	.00	.00	.00	.00
200 DEBT SERVICE	12,166.77	125.98	.00	.00	12,292.75
205 DEBT SERVICE-WATER	.00	.00	.00	.00	.00
213 DEBT SERVICE-LIFT STATIO	.00	.00	.00	.00	.00
300 SIDEWALK CAPITAL PROJECT	18,544.71-	.00	100,595.11	.00	119,139.82-
500 CEMETARY-PERPETUAL CARE	11,900.00	1,000.00	.00	.00	12,900.00
600 WATER	49,746.05	15,003.84	10,606.40	409.36-	53,734.13
606 WATER MAIN PROJECT	41,242.47	.00	.00	.00	41,242.47
610 SEWER	96,374.62	9,315.57	11,430.69	411.85-	93,847.65
612 DEBT SERVICE-SEWER LAGOO	.00	.00	.00	.00	.00
Report Total	874,672.57	60,007.23	250,230.49	2,077.25-	682,372.06

Resolution # 2013-_____ “A Resolution to Transfer Funds”

Be it hereby resolved that the City Council of Van Meter, Iowa approves the following transfers:

\$13,699.21 from Emergency Fund (119) to General (001) per budget.

\$18,544.71 from Road Use Tax (110) to Sidewalk Capital Project (300) for Safe Routes to School project.

Passed and Approved this 9th Day of August 2013.

_____ Mayor Allan Adams

ATTEST:

_____ Liz Thompson, City Clerk

Resolution # 2013-_____ “A Resolution acknowledging a promotion and pay raise for Michelle Boren”

Whereas, the Van Meter Public Library Board of Trustees has voted to promote Library Assistant, Michelle Boren to full time status and increase her hourly rate effective September 1, 2013, now

Therefore be it resolved that the City Council of Van Meter, Iowa acknowledges the following promotion for Michelle Boren from temporary part-time status to full-time status and accepts the following pay raise from \$7.25 per hour to a \$9.00 per hour. Further it is recognized that Ms. Boren’s full-time employment status entitles her to the full breadth of benefits under existing policy.

Passed and Approved this 9th Day of September 2013.

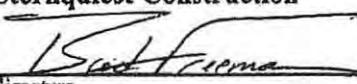
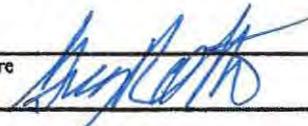
_____ Mayor Allan Adams

ATTEST:

_____ Liz Thompson, City Clerk

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$ 85,300.00	\$ 85,300.00
Approved Change Order (list each)	Added Width for Subgrade and grading	\$ 3,000.00	\$ 3,000.00
	Added Width of Paving	\$ 11,174.00	\$ 11,174.00
		\$	\$
Revised Contract Price		\$ 99,474.00	\$ 99,474.00
		Materials Stored	\$ 0.00
		Value of Completed Work and Materials Stored	\$ 97,094.00
		Less Retained Percentage (5%)	\$ 4,854.70
		Net Amount Due This Estimate	\$ 92,239.30
Less Estimate(s) Previously Approved	No. 1	\$	
	2	\$	
	3	\$	
	4	\$	
	5	\$	
	6	\$	
		Total Previously Approved	\$ 0.00
Percent Complete	100%	Amount Due This Estimate	\$ 92,239.30

The amount \$ _____ is recommended for payment in accordance with the terms of the Contract. The amount \$ _____ is recommended for payment 30 days after the project has been accepted by the City.

Requested By: Sternquist Construction 	Recommended By: Veenstra & Kimm, Inc. 	Approved By: City of Van Meter, Iowa
Signature	Signature	Signature
Title General Manager	Title Project Manager	Title
Date 8-22-13	Date 8/26/13	Date

Agenda Item #6 - Kenyon Hill Cove Final Plat

Submitted for:

Action

Recommendation:

Approval subject to comments and recommendations

Sample Language:

Mayor: *Would the Kenyon Hill Cove representative please present the proposed plat?*

Kenyon Cove: *Gives presentation.*

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

Staff: *Presents Comments and recommendations.*

Brief: The City's subdivision ordinance requires that property being divided within two miles of the City Limits install infrastructure (water, sewer, and streets) built to City standards.

Compliance with the subdivision renders the proposal cost prohibitive.

Staff and the Planning and Zoning Commission suggest that the Council waive the infrastructure standards and allow the project to proceed.

Mayor: *Does the City Council wish to discuss further the proposed plat? If not, I would entertain a motion to waive the subdivision requirements and approve the plat 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 plat is approved. Thank you.*

City of Van Meter Planning and Zoning Commission
Minutes 8-21-2013

- 1) The Van Meter Planning and Zoning Commission met on Wednesday, August 21, 2013 at City Hall. Ranking member Jermey Feldman called the meeting to order at 6:04P.M. Members present were: Cristie Sullivan, Gayle O'Brien, Kent Kunkel, and Garrett Hulse. Members Absent: Ernie Hockenberry, and Jesse Leckband.

Also present was Paul Stender, Pat Shepard, and Public Safety Director William Daggett.

- 2) Ranking Member Feldman asked for a motion to approve the agenda. Moved by Sullivan supported by Hulse. Passed unanimously.
- 3) Ranking Member Feldman asked for a motion to approve the minutes as presented. Moved by Kunkel supported by Sullivan. Passed unanimously.
- 4) Pat Shepard and Paul Stender presented their plans to develop the quarry in the northwest corner of I80 and R16 into 11 large residential lots. The Commission reviewed the necessity of the development to comply with the City's subdivision ordinance which requires infrastructure be built to City standards under the City's 2 mile extraterritorial review jurisdiction. Given the cost to the City of extending public utilities to the site, at the current time staff recommended that the infrastructure requirements be waived. Hulse moved supported by Kunkel to recommend to the City Council that the City's infrastructure requirements be waived. Passed unanimously.
- 5) Having no further business ranking member Feldman asked for a motion to adjourn. Moved by Sullivan supported by Kunkel to adjourn. Passed unanimously.

_____ Jermey Feldman, Ranking Member

ATTEST:

_____ Liz Thompson, City Clerk



August 16, 2013

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

VAN METER, IOWA
KENYON HILL COVE
SUBDIVISION ORDINANCE

The City of Van Meter is in receipt of the subdivision plat of Kenyon Hill Cove. Kenyon Hill Cove is located on the west side of R16 north of Interstate 80.

Kenyon Hill Cove is located within two miles of the City of Van Meter. The review by the City of Van Meter is under its extra territorial review jurisdiction. Under the extra territorial review the City must determine whether it will require the plat to conform with the City's subdivision ordinance. The subdivision ordinance would require sanitary sewer, water main, streets and storm water drainage designed to City standards. In the event of lots facing an existing road, the City would not be able to require improvements to the existing road.

The January 2013 Future Land Use Plan approved by the City of Van Meter shows the strip of property along the west side of R16 to be commercial. The balance of the former gravel pit area is shown to be open space.

The proposed residential subdivision is not consistent with the City's Future Land Use Plan. However, the City does not have any direct jurisdiction over the type of development as part of its extra territorial review. The only review by the City is for conformance with the subdivision ordinance.

The City can to some degree impact the type of development that occurs in an area by deciding whether a development must comply with the subdivision ordinance. Requiring a project to comply with the subdivision ordinance will generally increase the cost to the developer. In some instances that action will increase the cost sufficiently that a particular project is no longer economically viable.

Jake Anderson
August 16, 2013
Page 2

There are three approaches the City can take in looking at compliance with the subdivision ordinance. One approach would be to require complete compliance with the subdivision ordinance. A second approach would be to waive all requirements for the subdivision ordinance. The third approach would be to require certain elements of the development to comply with the subdivision ordinance but not require complete compliance.

The first requirement of the subdivision ordinance is for streets meeting City standard. In this development the location of R16 effectively negates the City's requirement for transportation improvements. A second is storm water drainage. In this instance the lay of the land naturally drains westerly toward the former gravel pit. The storm water runoff from the site probably does not require any storm sewer improvements.

Given the lay of the land and the location of the lots gravity sanitary sewer service would be extremely difficult. In addition to the cost of sanitary sewer, the City does not have a plan for sanitary sewer service. Typically, if a City requires a developer to install dry sewers the sewers should be in accordance with the overall plan.

A fourth improvement under the subdivision ordinance would be water main. It is anticipated the development will be served by Xenia Rural Water. The City could require the water main serving the subdivision be constructed to City of Van Meter standards as to pipe material and diameter. The City probably cannot require fire hydrants as Xenia Rural Water is not allowed to provide fire protection.

If the City believes at some time it will extend municipal water north of Interstate 80 the City could consider requiring the developer to construct an 8-inch water main along the west side of R16 through the subdivision. Whether the City would ever use the water main will depend on whether the area is annexed and if the City is to acquire the customers from Xenia Rural Water after paying any fee would be due to Xenia Rural Water.

Given the nature of the Kenyon Hill Cove subdivision, it appears compliance with the subdivision ordinance would involve installation of sanitary sewer and water main. The options available to the City are to require compliance with the subdivision ordinance that would involve installation of dry sanitary sewer and a City standard water main, waive all requirements of the subdivision ordinance in which no utilities would be provided, or to require the water main to City standards and waive the requirement for sanitary sewer.

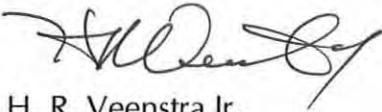
If the City of Van Meter strongly believes this areas should be commercial and commercial development is viable in the area, the City may wish to consider complete compliance with the subdivision ordinance. If the City does not believe residential development is

Jake Anderson
August 16, 2013
Page 3

fundamentally inconsistent with its vision of the land use plan involving commercial development or if the City recognizes commercial development may not occur because it is not economically viable, the City may find a partial or complete waiver of the subdivision requirements would be appropriate. In that situation the issue is whether to require City standard water main or to waive the requirement for a water main.

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

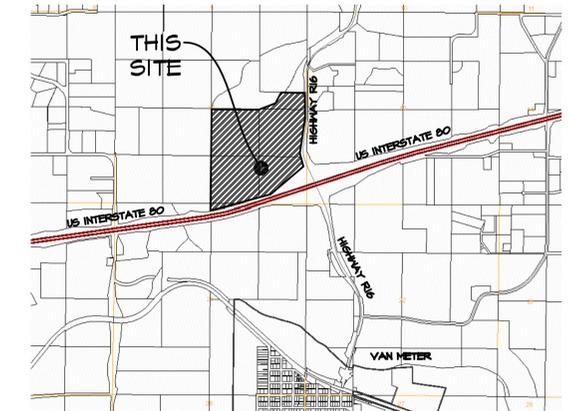
H. R. Veenstra Jr.

HRVJr:pjh
600-11

FINAL PLAT KENYON HILL COVE DALLAS COUNTY, IOWA

PROPERTY OWNER:
PAUL & VICKI STENDER
444 7TH PLACE
WEST DES MOINES, IA 50266
(515) 202-1761

PREPARED FOR:
PAUL & VICKI STENDER
444 7TH PLACE
WEST DES MOINES, IA 50266
(515) 202-1761



VICINITY MAP

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SE1/4 NE1/4 AND SE1/4 OF SECTION 16, AND THE NW1/4 NE1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 21 WEST OF THE 5TH P.M., DALLAS COUNTY IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW1/4 CORNER OF SAID SECTION 16, SAID POINT ALSO BEING THE N1/4 CORNER OF SAID SECTION 21; THENCE N00°00'43"E, 2619.61 FEET ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 16 TO THE CENTER OF SAID SECTION 16; THENCE S84°43'31"E, 153.28 FEET ALONG THE NORTH LINE OF SAID SE1/4 TO A POINT ON THE SOUTH BANK OF THE NORTH RACCOON RIVER; THENCE N02°13'30"E, 85.62 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1036.00 FEET AND A CHORD BEARING OF N46°47'25"E, AN ARC LENGTH OF 646.00 FEET ALONG SAID SOUTH RIVER BANK TO A POINT; THENCE S84°43'31"E, 566.62 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4 NE1/4 OF SECTION 16; THENCE S00°11'40"W, 470.00 FEET ALONG THE EAST LINE OF SAID SE1/4 NE1/4 TO THE EAST 1/4 CORNER OF SAID SECTION 16; THENCE S00°11'54"W, 323.84 FEET ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 16 TO A POINT ON THE RIGHT-OF-WAY FOR THE INTERCHANGE OF HIGHWAY R-16 AND INTERSTATE 80 AS DOCUMENTED IN DALLAS COUNTY PROJECT I-80-37(1)15 (PARCEL T); THENCE N84°11'32"W, 82.40 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S05°42'56"W, 515.06 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S11°17'41"W, 203.42 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S02°21'03"E, 243.37 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S15°24'15"E, 334.08 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S55°12'44"W, 248.91 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S41°52'20"W, 103.12 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S58°18'14"W, 327.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S71°56'58"W, 604.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET AND A CHORD BEARING OF S72°34'15"W, AN ARC LENGTH OF 162.68 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE SOUTH LINE OF SAID SECTION 16, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 21; THENCE CONTINUING WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET AND A CHORD BEARING OF S72°34'15"W, AN ARC LENGTH OF 162.68 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE WEST LINE OF SAID NW1/4 NE1/4 OF SECTION 21; THENCE N00°31'50"E, 200.56 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 146.149 ACRES.

FLOOD ZONE DESIGNATION

THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'AE' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 15049C0340E, WITH A REVISED DATE OF DECEMBER 4, 2007.

ZONE 'AE' BOUNDARY AND FLOODWAY BOUNDARY FROM SAID MAP ARE SHOWN ON PLAT. THE 100 YEAR FLOOD ELEVATION IS 869.0

LEGEND

- FOUND CORNERS
- ▲ FOUND SECTION CORNERS
- ⊥ FOUND RIGHT-OF-WAY RAIL
- SET PROPERTY CORNER (5/8" I.R. W/ORANGE CAP #12265 UNLESS OTHERWISE NOTED)
- PLAT BOUNDARY
- - - SECTION LINES
- - - PROPOSED LOTS
- - - PRIVATE ROAD R.O.W.
- - - 100 YEAR FLOOD
- - - BUILDING SETBACK LINES (B.S.L.)
- - - CENTERLINE STREET
- D. DEEDED BEARING & DISTANCE
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- I.R. IRON ROD
- I.P. IRON PIPE
- BK. XXX, PG. XXX COUNTY RECORDER'S INDEXING BOOK
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARINGS
C1	38°24'31"	1036.00'	646.00'	361.71'	682.49'	N46°47'25"E
C4	6°32'40"	750.00'	85.61'	42.88'	85.62'	N02°13'30"E
C9	23°47'34"	1036.00'	430.21'	218.25'	427.13'	S54°08'24"W
C10	14°41'58"	1036.00'	265.71'	133.63'	265.06'	S34°53'38"W

LAND AREA
146.149 AC.

ZONING
FUD

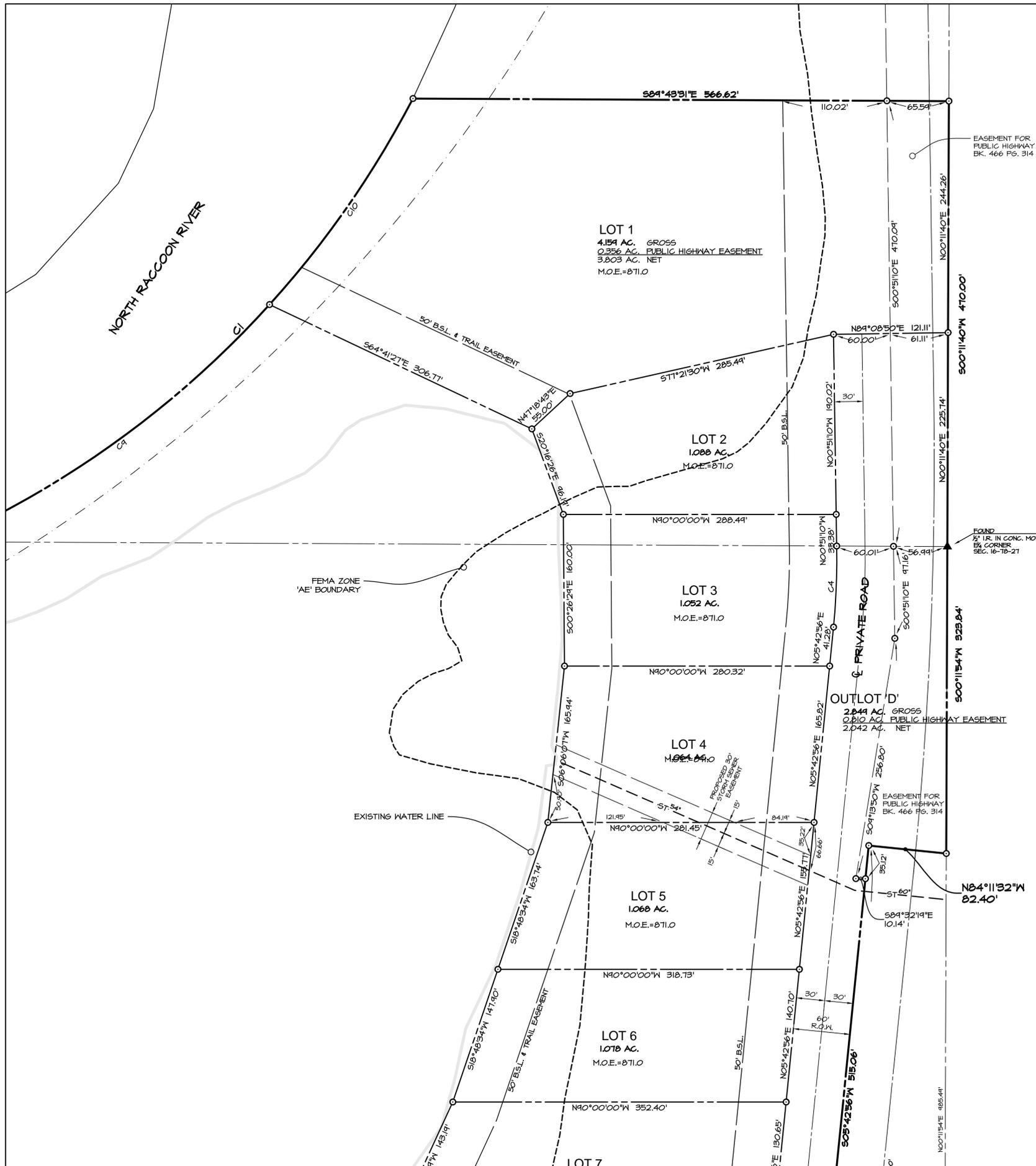
BUILDING SETBACKS
FRONT: 50'
BACK: 50'
SIDE: 12' MIN. ANY ONE SIDE

NOTES

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BENCHMARK

ALUMINUM ROD WITH CAP STAMPED 614 AND N65 STYLE ACCESS COVER 8" DEEP, SOUTH SIDE WEST BOUND OFF RAMP AT I-80 INTERCHANGE NUMBER 113 WITH R AVENUE (R16). MONUMENT LOCATION IS ON TOP OF HILL. ELEVATION = 459.402



Civil Engineering Consultants, Inc.

2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 • Fax: 515.276.7084 • mail@ceclac.com

Scale: 1"=60'

NORTH

DATE OF SURVEY: JULY 16, 2013
DATE CREATED: JULY 18, 2013
REVISIONS:

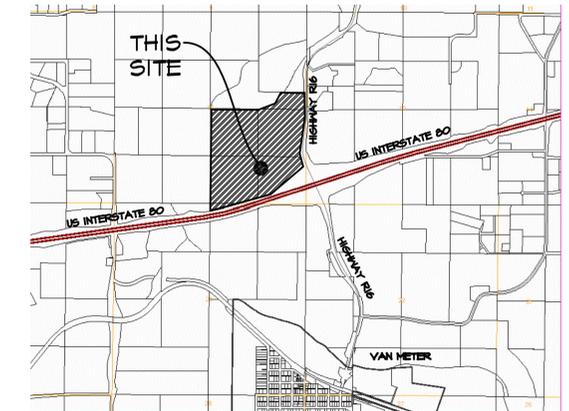
SHEET 2 OF 3

DWG BY: J.G.C.

FINAL PLAT KENYON HILL COVE DALLAS COUNTY, IOWA

PROPERTY OWNER:
PAUL & VICKI STENDER
444 7TH PLACE
WEST DES MOINES, IA 50266
(515) 202-1761

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- BK. XXX, PG. XXX COUNTY RECORDER'S INDEXING BOOK
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

CURVE DATA						
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C6	3°22'22"	750.00'	44.15'	22.08'	44.14'	N15°36'30"E
C11	11°34'46"	750.00'	151.51'	76.05'	151.31'	N11°30'18"E

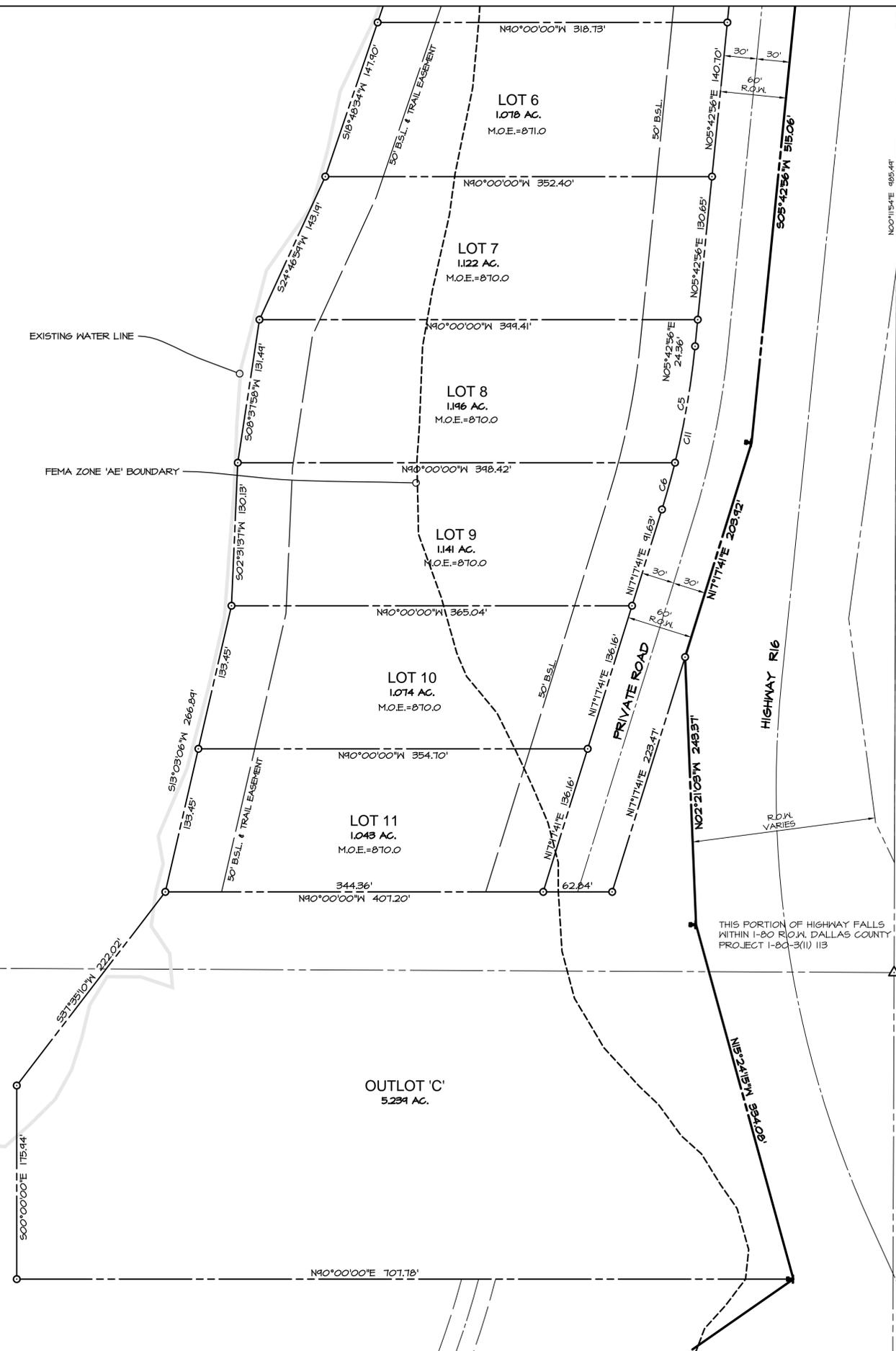
LAND AREA
146.149 AC.

ZONING
FUD

BUILDING SETBACKS
FRONT: 50'
BACK: 50'
SIDE: 12' MIN. ANY ONE SIDE

- NOTES**
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BENCHMARK
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MONUMENT LOCATION IS ON TOP OF HILL.
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Civil Engineering Consultants, Inc.

2400 86th Street · Unit 12 · Des Moines, Iowa 50322
515.276.4884 · Fax: 515.276.7084 · mail@ceclac.com

Scale: 1"=60'

NORTH

SHEET
3

DATE OF SURVEY: JULY 16, 2013
DATE CREATED: JULY 18, 2013
REVISIONS:

DRAFT (8/16/2013)

(Declarant shall have the right to modify the covenants prior to recording.)

**DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
KENYON HILL COVE, VAN METER TOWNSHIP, DALLAS COUNTY, IOWA**

THIS DECLARATION, made this _____ day of _____, 2013.

WHEREAS, Declarant is the owner of certain real property in and known as Kenyon Hill Cove, located in Dallas County, Iowa, more particularly described as:

Lots 1 – 11 and Outlot A,B,C and D of Kenyon Hill Cove, an Official Plat, now included in and forming a part of Van Meter Township, Dallas County, Iowa (the “Plat”).

WHEREAS, Declarant is desirous of establishing covenants, restrictions, easements, conditions, uses, limitations and obligations on the above-described property.

NOW, THEREFORE, Declarant hereby publishes and declares that the above property shall be held, sold and conveyed subject to the following terms and conditions, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and a benefit to the land and all parties acquiring or owning any right, title or interest in any part of the property, their heirs, successors, assigns, grantees, executors, administrators and devisees:

I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

- A. Kenyon Hill Cove Plat -- shall mean and refer to the real property located in the residential subdivision described above.
- B. Declarant -- shall mean Paul Stender, his successors and assigns.
- C. Lot -- shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Kenyon Hill Cove Plat.
- D. Outlot – shall mean and refer to Outlot “A”, “B”, “C” and “D” as shown upon the recorded plat of Kenyon Hill Cove Plat.

- E. Building Plot -- shall mean and refer to one or more platted Lots, or one platted Lot and portion or portions of adjacent platted Lots, in Kenyon Hill Cove Plat.
- F. Owner -- shall mean and refer to the record owner, whether one or more person or entities, of legal or equitable title to any Lot or Building Plot which is a part of Kenyon Hill Cove Plat.
- G. Outbuilding -- shall mean outbuilding/accessory structures not directly attached to the residence to which it is appurtenant.
- H. Single-Family Dwelling or Dwelling – shall mean a building containing one or more habitable rooms which are occupied or which are intended or designed to be occupied exclusively by one family with facilities for living, sleeping and eating.
- I. Common Area – shall mean all real property (including the improvements thereto) in Outlot “A” and “D”.

II. DESIGNATION OF USE

DESIGNATION OF USE. All Lots shall not be developed with more than one Single-Family Dwelling and attached garage on each Lot, and shall not be improved, used, or occupied for other than private residential purposes.

III. BUILDING TYPES

- A. No building or structure shall be constructed, altered or maintained on any Building Plot other than a detached Single-Family Dwelling with an attached private garage, except as permitted under Section XXI herein.
- B. No structure of any kind shall be moved onto any Lot in the Plat.
- C. The exterior of any residence or garage located on any Lot shall be finished in earthtone colors or as approved by Declarant or its designated representative. All roofs shall be built of materials to last a minimum of 25 years.
- D. All dwellings must be connected to a private septic system approved by all government authorities which have jurisdiction.
- E. All exposed concrete, concrete block or tile foundations shall be covered with brick or stone veneer or the equivalent or be painted.
- F. Siding shall be a minimum 50-year cementitious siding. Front elevation to be at least 25% covered by brick or stone. All roof material shall be wood_shake, wood shingles, textured asphalt, fiberglass shingles or slate or tile roof shingles unless otherwise approved by Declarant or its designated representative.

IV. BUILDING AREA

No Dwelling shall be constructed in this subdivision unless it meets the following ground floor area requirements:

- A. One story Dwellings must have a main floor finished area of not less than 1,600 square feet.
- B. All multi-level Dwellings including, but not limited to, split-levels, one and one-half story Dwellings, two-story Dwellings and Dwellings having more than two stories, must have finished areas of not less than 2,000 square feet.
- C. In the computation of ground floor area, the same shall not include any porches, breezeways, or attached or built-in garages or basement area finished or unfinished.
- D. In order to preserve the general design for the development of the whole of Kenyon Hill Cove Plat as a fine residential section of Dallas County, Iowa, no structure or improvement of any kind, or any addition thereto, shall be erected upon any Building Plot in Kenyon Hill Cove Plat unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons or corporate entity designated by it for this purpose. Approval of a plan shall not be unreasonably withheld.
- E. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

V. PROXIMITY AND ACCESS TO STREET

No dwelling or other structure shall be located closer than 50 feet to any right-of-way line.

VI. GARAGES

No less than a three-car attached or built-in basement garage will be permitted. No recreational vehicle, motor home, boat, snowmobile, motorcycle, truck rated larger than $\frac{3}{4}$ ton, or trailer may be parked or stored upon any Lot unless the same is located within the garage.

VII. DRIVEWAYS

No Dwelling or structure shall be constructed, altered or maintained on any Building Plot unless it has a driveway from a street running to the improved premises. All driveways shall be constructed of either asphalt, concrete or a Chip Seal system which shall be approved by Declarant or its designated person or entity. All driveways must be maintained with the same materials as the original construction and so that the surface remains smooth and level.

VIII. TEMPORARY STRUCTURES OR EQUIPMENT

No building or structure of a temporary character, trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential Dwelling on any Building Plot, either temporarily or permanently.

IX. SWIMMING POOLS

No above-ground swimming pools shall be permitted on any Lot; only in-ground swimming pools may be constructed on any Lot which must be approved by the Declarant or by such person or entity designated by Declarant.

X. FENCES & TREES

A. Fences shall not be constructed forward of the Dwelling's back building line, and shall not obstruct any drainage easement or access easement to or around the lake. All fences shall be no more than six (6) feet in height, and shall be constructed of wrought iron or steel, with all surfaces covered with a black neoprene paint, epoxy or other similar coating. All fences must be approved prior to installation by Declarant or by such person or entity designated by Declarant.

B. All planting of trees and bushes must be approved by Declarant or by such person or entity designated by Declarant prior to planting.

C. Pool fences shall be landscaped and screened with shrubs and bushes.

XI. SIGNS

No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except street markers, traffic signs and other signs displayed by Dallas County or by other governmental units, and except signs which have been approved by Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Signs not exceeding 1,296 square inches in size, to show property for sale, shall be permitted. Developer shall have the right to three (3) 4' by 8' signs installed at the street entrances that accesses Kenyon Hill Cove Plat.

XII. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed outside a residence or garage except as necessary for regular collection.

XIII. UTILITIES

- A. The Owner of each Lot understands that at the present time sewage disposal is by means of individual disposal systems and specifically agrees to install on his property only such sewage disposal systems as approved by Declarant and/or authorized state or local government officials, and further agrees after installation, the system shall be kept in satisfactory operation condition and shall be subject to periodic inspections by governmental regulating authorities.
- B. It is further understood that in the future some form of central sewage system may be required and in such event the Owner agrees to pay such charges in connection with said system.
- C. All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any Lot. All gas tanks that supply a residence shall be buried, no above ground tanks shall be permitted.

XIV. MEMBERSHIP COVENANT

Every Owner, covenants and agree to maintain his/her membership in good standing as long as he/she owns property. Owner, agrees to abide by the Kenyon Hill Cove Association Rules, Regulations and By-Laws and further agrees to pay said Association Fees or Special Assessments as described in the By-Laws, regardless of whether or not the privilege of using such areas or facilities are exercised. This Covenant concerning real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual fees or special assessments shall, after the respective dates, become a lien thereon in favor of said Kenyon Hill Cove Association and shall be enforceable by the Association.

XIV. TOWERS, ANTENNAE AND SATELLITE RECEIVERS

- A. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any Dwelling or garage. All antennae shall be concealed within the attic space of the Dwelling or garage. However, a wind turbine may be permitted with approval from Declarant or by such person or entity designated by Declarant.
- B. Direct broadcast signal parabolic antennae (satellite receivers) shall be no larger than twenty-four (24) inches in diameter and concealed from street view.
- C. No light poles shall be used or placed upon any Lot which extend more than ten feet above grade.. All light poles shall be of residential design. All pole lights shall be positioned and directed so as not to constitute a nuisance to any other property Owner.
- D. As to each of the above, in no instance shall the tower, antennae or pole be located closer than twenty (20) feet from any property line.

XV. LANDSCAPING AND SODDING

When a Dwelling is constructed on a Lot, the areas not landscaped will be fully sodded or seeded within 1 month of completion of construction unless winter conditions prohibit the installation. A landscape plan must be presented to Declarant for approval or its designated representative. The front yard must be fully landscaped upon completion of the dwelling and must be properly maintained in according to the landscape plan for the lot. All tree planting and landscape plans must receive the written approval of Declarant or by such person or entity designated by Declarant prior to installation.

XVI. NUISANCES

No noxious or offensive sounds, activities or odors shall be permitted on or to escape from any Building Plot, nor shall anything be done thereon which is, or may become, an annoyance or a nuisance, either temporarily or permanently.

XVII. LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot thereby restricted, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. No tie-outs or dog houses are allowed.

XVIII. EASEMENTS

Easements for installation and maintenance of utilities, walking paths, and surface water drainage facilities are reserved as shown on the recorded plat of Kenyon Hill Cove Plat. The Owner of a Building Plot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition at all times, and shall neither erect nor permit erection of any building, structure or fences of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and maintenance of the utility services and drainage areas located within the easements. However, maintaining the walking path shall be the responsibility of the Kenyon Hill Cove Association.

XIX. VEGETATION AND LANDSCAPING APPEARANCE, MAINTENANCE AND WEED CONTROL

- A. The Owner of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery shall be trimmed out or removed. If the Owner, within ten (10) days after receipt of written notice by certified mail from the Declarant, fails to mow or cut such vegetation, trim or remove such damaged trees or shrubbery, and/or remove such debris, the Declarant and other Owners may seek any remedy recognized at law or equity.
- B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form. Water flowage ways will not be altered so as to direct water flows on to an adjoining Lot in a location significantly different from that in existence when the Plat was originally recorded.

XX. ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for the Declarant and any Owner to proceed in law or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions, and to either prevent him or them from doing so or recover damages for such violations and to be reimbursed for the costs attributable to such enforcement including reasonable attorney fees and costs.

XXI. ACCESSORY STRUCTURES

No out structure(s) shall be allowed. Swimming pools, tennis courts, or other accessory or improvements shall not extend farther than the rear line of the residence extended to the side lot, subject to the Dallas County ordinances. Docks may extend into the lake from the rear lot line. Docks made of treated wood are prohibited. All accessories or improvements must be approved by Declarant or by such person or entity designated by Declarant prior to

installation.

XXII. MODIFICATION OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until December 31, 2033, at which time said covenants, restrictions and provisions may be amended, modified, changed, extended or canceled, in whole or in part, by written agreement signed by the Owner or Owners of more than fifty (50) percent of the Lots hereby restricted, which shall be recorded in the office of the Recorder of Polk County, Iowa, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. However, Declarant has the right to amend said covenants, restrictions and provisions at any time during which Declarant has an ownership interest in any Lot, including any Outlot, in Kenyon Hill Cove Plat.

XXIII. SURFACE WATER

The topography of Kenyon Hill Cove Plat is such that surface water may flow from certain Building Plots onto other Building Plots. In regard to all matters concerning surface water, each Building Plot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

XXIV. HOME OWNERS ASSOCIATION

- A. The Common Areas shall consist of the following-described portion of the Properties, together with any improvements thereon, including the lake, silt basin, shoreline and any appurtenances thereto;

Outlot A and D in Kenyon Hill Cove, a Official Plat, Dallas County, Iowa.

- B. The Association shall be the owner of the Common Areas, and, subject to the rights of the Owners as set forth in the Declaration, Bylaws and any rules promulgated by the Association Board of Directors, shall be responsible for the management and control of the Common Areas conveyed to it and all improvements thereon, and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management. The Association's obligations shall include the maintenance, repair, reconstruction and replacement of the lake shoreline and appurtenances thereto. The Association's obligation under this Section are for the exclusive benefit of the Owners.
- C. Every Owner shall have a right and easement of enjoyment in and to the Common Areas subject to the terms of this Declaration (and subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (i) The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains

unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

- (ii) The Rules and Regulations promulgated and published by the Association /Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration.

D. The Common Areas shall be used strictly in accordance with the provisions of the Declaration and rules and regulations promulgated by the Association. No Owner shall obstruct or interfere whatever with the rights and privileges of other Owners of the Association in the Common Areas, and nothing shall be planted, altered, constructed upon, or removed from the Common Areas, except by prior written consent of the Association. Notwithstanding the foregoing, each Owner shall be allowed to install a fishing dock on their Lot to larger than 100 square feet and no farther into the Lake from the shore line to the outer edge of the dock than 15 feet. If an Owner violates this Section, the Association shall have the right to restore the Common Areas to the prior condition and charge and assess the cost thereof against the Owner who violates this Section and such cost shall become a special assessment and a lien upon the Lot of such Owner and shall become due and payable upon demand. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Areas, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

E. At a future date as determined by Declarant in its sole discretion, a Home Owners Association will be established for the maintenance of the common area in the Plat. The Association's responsibility will include Outlot "A" and "D" which consists of the lake and main road. The Declarant has the right to deed Outlot "A" and "D" to the Association at a future date. As a lot Owner, Owner, family members living with Owner and its invitees, as long as Owner is physically present with said invitees, shall have access to Outlot "A" and "D" and its improvements. Members can access the lake through their own yard or from the common area of Outlot "A" and "D". The development will be posted as private property. The lake rules shall be in the sole discretion of Declarant until the Kenyon Hill Cove Association is established.

XXV. LOT OWNER ACKNOWLEDGMENT

Each Owner, by accepting title to any Lot within the Kenyon Hill Cove Plat, acknowledges that the Common Areas will be used by other Owners and the Association for fishing and water fowl hunting, within the rules, regulations, and state laws

XXVI. SEVERABILITY

Invalidation of any of these covenants, conditions or restrictions by judgment or court shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

Paul Stender

By: _____

Its: _____

State of Iowa
County of Dallas

This instrument was acknowledged before me on
by _____ as an individual.

Notary Public in and for the State of Iowa

Agenda Item #8 - Employee Benefits Renewal

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Mr. Reiman, would you please present the proposed renewal to the City Council.*

Mr. Reiman: *Gives presentation.*

Brief: The renewal projects a slight decrease in health insurance premiums and no change in dental, life, and disability insurance premiums.

A cautionary note, the Affordable Health Care Act will cause premiums to change next year somewhat more noticeably.

Mayor: *Does the City Council wish to discuss further the proposed renewal? If not, I would entertain a motion to approve the renewal 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 renewal is approved. Thank you.*

October 1, 2013

City of Van Meter

Employee Benefits Renewal Report

PRESENTED BY:

Bradley M. Reiman, LUTCF
Senior Risk Consultant
Phone: 515.327.8479
Fax: 515.327.8457

PREPARED BY:

Tave' Porto
Client Manager
Phone: 515.327.8478
Fax: 515.327.8457

1045 76TH Street, Suite 4000
West Des Moines, IA 50266

August 22, 2013

NOTE: *This Outline is not meant as a statement of coverage, but rather as a guide to major points of coverage. For specific details, please refer directly to the policy itself*

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City of Van Meter

Five Year Benefit History

October 1, 2012

Medical

- The City received a renewal decrease of 20.14% from Wellmark Blue Cross Blue Shield.
- The City elected to remain grandfathered and renew the existing medical plan with Wellmark BC/BS

Dental

- The City received a 3.10% decrease from Delta Dental
- The City elected to renew their plan with Delta Dental.

Life, AD&D, STD and LTD

- Under rate guarantees with The Hartford until 10/1/2013.

October 1, 2011

Medical

- The City received a renewal decrease of 15.86 from Wellmark Blue Cross Blue Shield.
- The City elected to renew the existing medical plan with Wellmark BC/BS
- The City elected to grandfather the existing medical plan with Wellmark BC/BS

Group Term Life

- Received a 15.79% decrease from Fort Dearborn
- Received a competitive quote from The Hartford offering an approximate 55% decrease and increasing the Life and AD&D by \$5,000.
- The City opted to move the Life/A&D plan effective October 1, 2011 to The Hartford and increase the life benefit by \$5,000 beings it was still cost effective.

Dental

- The City received a 5.31% decrease from Delta Dental
- The City elected to renew their plan with Delta Dental.

May 1, 2011

Life, AD&D, STD and LTD

- Prior to May 1st 2011 the City's provided an STD and \$10,000 in Life/AD&D through The League of Iowa Municipalities.
- Effective May 1st The City terminated their Life and STD plans with The League of Iowa Municipalities and transferred those benefits and added an LTD plan with The Hartford.
- The following changes were made and benefits added by moving to the Hartford: The Life/AD&D went back to the original \$25,000 that was in effect prior to 10/1/11. (Hartford required a minimum of \$20,000 on 10/1/11 and the LoIM had \$10,000 making he Life and AD&D \$30,000.) STD weekly benefit increased from \$600 to \$750 and LTD was added.

October 1, 2010

Medical

- The City received a renewal increase of 2.6% from Wellmark Blue Cross Blue Shield.
- The City elected to renew the existing medical plan with Wellmark BC/BS
- The City elected to grandfather the existing medical plan with Wellmark BC/BS

Group Term Life

- Received a 15.79% decrease from Fort Dearborn
- Received a competitive quote from The Hartford offering an approximate 55% decrease and increasing the Life and AD&D by \$5,000.
- The City opted to move the Life/A&D plan effective October 1, 2011 to The Hartford and increase the life benefit by \$5,000 because it was still cost effective.

Dental

- The City received a 13.37% increase from Blue Dental
- The City opted to move to Delta Dental.

October 1, 2009

Medical

- The City received a renewal increase of 24.3% from Wellmark Blue Cross Blue Shield.
- Bearence marketed your Medical to United Healthcare, United Healthcare River Valley and Principal. None of these carriers offered competitive alternatives
- In addition to the above referenced carriers we also presented Wellmark BC/BS Alternatives. These plans offered annual premiums lower than your renewal but with higher Deductibles and Out of Pocket Maximums.
- The city elected to renew the existing medical plan with Wellmark BC/BS

Group Term Life

- Received a 25.62% increase from Fort Dearborn
- Received a competitive quote from Hartford resulting in a 21.43% decrease.
- The City opted to renew the Life/A&D plan with Fort Dearborn.

Dental

- The City received a 12% increase from Blue Dental
- Bearence marketed your dental plan however Blue Dental remained the most competitive
- The City opted to renew with Blue Dental.

September 1, 2008

Medical

- Received a renewal increase of 12.35% from United Healthcare of the River Valley for a \$0 single/\$0 family in-network deductible.
- Received initial competitive quotes from other carriers and received final rates from Wellmark (Blue Access) resulting in a 31.31% decrease.
- The City opted to move to Wellmark's Blue Access Plan (JPH/X25). The change resulted in the following changes:
- Deductible change from \$0 single / \$0 family to \$250 single / \$500 family, out-of-pocket change from \$1,500 single / \$3,000 family, office visit copay from \$10 to \$15, ER copay from \$50 to \$150, lifetime maximum from \$2 million to \$5 million and drug copay from \$10/\$30/\$45 to \$10 /\$25 /\$40. This was effective October 1, 2008.

Group Term Life

- Received a 14.15% increase from Fort Dearborn.
- Received a competitive quote from Principal resulting in a 19.34% decrease.
- The City opted to renew as is with Fort Dearborn.

Dental

- Received a 0% increase from Delta Dental.
- Received a competitive quote from Blue Dental, resulting in a 15.37% decrease in rates.
- The City opted to move to Blue Dental.

City of Van Meter

Dental Plan Cost Analysis

Network		Current/Renewal Delta Dental Premier Plan B with Ortho	
		Delta Premier	Non-Par
Deductible			
Individual		\$25	\$50
Family		\$75	\$150
Deductible applies to Diagnostic and Preventive		No	Yes
Calendar Year Maximum <i>(Applies to all services, except Orthodontics)</i>		\$2,000	
Coinsurance			
Diagnostic & Preventive		100% / 0%	80% / 20%
Routine & Restorative		80% / 20%	60% / 40%
Endodontics		50% / 50%	40% / 60%
Periodontics		50% / 50%	40% / 60%
Major Restorative		50% / 50%	40% / 60%
Dentures & Bridges		50% / 50%	40% / 60%
Orthodontics		50% / 50%	50% / 50%
Orthodontics Lifetime Maximum		\$1,500	
Rates:		October 1, 2012	October 1, 2013
Employee	Counts 5	\$37.17	\$37.17
Family	1	\$127.97	\$127.97
Estimated Monthly Total	6	\$313.82	\$313.82
Estimated Annual Premium / Cost		\$3,765.84	\$3,765.84
Estimated Annual Change (\$)		\$0.00	
Estimated Annual Change (%)		0.00%	

Delta Vision EyeMed Vision discount plan is a value added benefit included with all Delta Dental Plan. A Summary of Benefits is provided on the next page.

This is only a Summary of Benefits; It is not intended to be all inclusive.

City of Van Meter

EyeMed Vision Care Discount Program for Delta Dental Subscribers

Vision Care Services	Delta Dental Member Cost / Discount
Exam with dilation as necessary	\$5 off routine exam \$10 off contact lens exam
Complete Pair of Glasses* (Frame, lenses, and lens options must be purchased in the same transaction to receive full benefit)	
Standard Plastic Lenses	Single Vision - \$75 Bifocal- \$95 Trifocal- \$125
Frames Any frame available at provider location	30% off of retail price
Lens Options	UV Coating- \$15 Tint (Solid and Gradient)- \$15 Standard Polycarbonate- \$40 Standard Progressive- \$165 Standard Anti-Reflective Coating- \$45 Other Add-Ons and Services- 20% discount
Contact Lens Materials (Discount applied to materials only) Conventional (Non-Disposable)	15% off of retail price
Laser Vision Correction (Lasik or PRK)	15% off of retail price or 5% off of promotional price
FREQUENCY Exam Lenses Frame Contact Lenses	Unlimited Unlimited Unlimited Unlimited

* Items purchased separately will be discounted 20% off the retail price.

** The EyeMed discount only applies to members enrolled in the dental plan.

This is only a Summary of Benefits; It is not intended to be all inclusive.

City of Van Meter

Life & AD&D Cost Analysis

	Current/Renewal The Hartford	
Contribution Status	Non-contributory; 100% participation required	
Benefit	\$25,000	
Maximum	\$25,000	
Accident Benefit	Equal to Life	
Guarantee Issue	\$25,000	
Reduction Schedule	35% at ages 65, 70, 75 and additional 25% at ages 80, 85, 90, 95. Benefits terminate at retirement	
Rate Guarantee	Until October 1, 2014	
Rates (per \$1,000)	October 1, 2012	October 1, 2013
Life	\$0.373	\$0.373
AD&D	\$0.036	\$0.036
Volume	\$125,000	\$125,000
Estimated Monthly Premium	\$51.13	\$51.13
Estimated Annual Premium	\$613.50	\$613.50
Estimated Annual Change (\$)	\$0.00	
Estimated Annual Change (%)	\$0.00	

This is only a Summary of Benefits; It is not intended to be all inclusive.

City Of Van Meter

Short Term Disability Cost Analysis

		Current/Renewal The Hartford	
Contribution Status		Non-contributory; 100% participation required	
Weekly Benefit		60% of salary	
Maximum Weekly Benefit		\$750	
Definition of Disability		Prevented from performing some, but not all the essential duties of your occupation, are working on a part time or limited duty basis.	
Social Security Integration		Family	
Other Income Offset		Yes	
Benefits Payable for:			
	Injury	Starts on the 15th Day	
	Illness	Starts on the 15th Day	
Maximum Benefit Duration		11 weeks	
Rate Guarantee		Until October 1, 2014	
Volume		\$2,700	
		October 1, 2012	October 1, 2013
Rates per \$10 of Weekly Benefit		\$0.260	\$0.260
Estimated Total Monthly Premium		\$70.19	\$70.19
Estimated Annual Premium		\$842.31	\$842.31
Estimated Annual Change (\$)		\$0.00	
Estimated Annual Change (%)		\$0.00	

This is only a Summary of Benefits; It is not intended to be all inclusive.

City of Van Meter

Long Term Disability Cost Analysis

	Current/Renewal The Hartford	
Contribution Status	Non-contributory; 100% participation required	
Elimination Period	90 Days	
Own Occupation Period	2 Year Own Occ	
Monthly Benefit	60% of salary	
Maximum Monthly Benefit	\$3,000	
Maximum Benefit Period	SSNRA	
Disability Definition	Prevented from performing some but not all the essential duties of your occupation; are working on a part time or limited duty basis	
Social Security Integration	Family	
Other Income Offset	Yes	
Mental Illness Limitation	24 Months	
Residual Disability	Included	
Value Added *	Ability Assist and Travel Assistance Program	
Pre-Existing Conditions	3/12	
Rate Guarantee	Until October 1, 2014	
Covered Monthly Payroll	\$19,499	
	October 1, 2012	October 1, 2013
Rates per \$100 of Monthly Covered Payroll	\$0.399	\$0.399
Estimated Monthly Total	\$77.80	\$77.80
Estimated Annual Premium	\$933.60	\$933.60
Estimated Annual Change (\$)	\$0.00	
Estimated Annual Change (%)	\$0.00	

This is only a Summary of Benefits; It is not intended to be all inclusive

City of Van Meter

Medical Renewal Rate Change Detail

The percentage of change in your monthly premium is based on the following factors:

	10/1/2012 JPH	10/1/2013 JPH
Base Rate Change for the Small Group Pool (size 2-50)	4.00%	0.00%
Changes Specific to Your Group Include:		
Risk Level Changes:	-14.28%	-3.75%
Demographic Changes:	-9.03%	-0.37%
Plan Value Changes:	1.00%	0.70%
Family Composition Changes:	N/A	N/A
Group Size Adjustment Changes:	0.00%	0.00%
Area Factor Changes:	-2.50%	-0.30%
Other Changes:	0.00%	0.00%



City of Van Meter

Medical Claims Detail

Due to this account having 2 or more years of claims experience this account's risk level was based on the Covered Charges listed below.

Experience Periods:

Incurred Period	<u>4/1/2011-3/31/2012</u>	<u>4/1/2012-3/31/2013</u>
Covered Charges	\$13,583.93	\$25,560.24
Claims Totaling More Than \$10,000 per member:		
	<u>\$0.00</u>	<u>\$17,373.74</u>
	\$0.00	\$17,373.74

City of Van Meter

Medical Plan Renewal

	Current / Renewal Wellmark Blue Access -JPH/X25 Grandfathered	
	In-Network	
Deductible		
Individual	\$250	
Family	\$500	
Coinsurance	15%	
Out-of-Pocket Maximum		
Individual	\$1,000	
Family	\$2,000	
Lifetime Maximum	Unlimited	
Hospitalization	ded + coins	
Emergency Room	\$150 copay	
Office Visit	\$15 copay	
Preventive Care	Covered at 100%	
Mental Health		
Inpatient	ded + coins	
Office & Outpatient	Office - \$15 copay; Outpatient - ded + coins	
Prescription Drugs		
Deductible	N/A	
Generic	\$10	
Preferred Brand	\$25	
Non-Preferred Brand	\$40	
Rating Structure	Composite Rated	
Effective Date	October 1, 2012	October 1, 2013
Rates		
Anderson, Jacob M 29 S	\$384.00	\$369.60
Daggett, William M 46 S	\$384.00	\$369.60
Gillispie, Chadwick M 44 S	\$384.00	\$369.60
Herman, David M 50 ESC2	\$1,178.49	\$1,134.30
Sittner, Sondra F 64 S	\$384.00	\$369.60
Thompson, Liz F 43 S	\$384.00	\$369.60
Welker, Jolena F 53 ESC1	\$1,178.49	\$1,134.30
Estimated Monthly Total	\$4,276.98	\$4,116.60
Estimated Annual Premium	\$51,323.76	\$49,399.20
Estimated Annual Change (\$)	-3.75%	
Estimated Annual Change (%)	-1,924.56	

ACA Fees: Effective January 1, 2014 Wellmark will begin billing The City of Van Meter an estimated \$5.25 pmpm for the Transitional Reinsurance Fee and an estimated \$9.00 pmpm for the Annual Health Insurer Fee. These fees will be reflected as a separate line item on your monthly invoice. Based on the 11 members (Sondra will terminate December 31), this will equal approximately \$156.75 per month.

This is only a Summary of Benefits; It is not intended to be all inclusive.

Prepared by Bearence Management Group for the City of Van Meter 8/22/2013



City of Van Meter

Renewal Summary

To follow is a summary of City of Van Meter's estimated costs for both the current and renewal years based on current enrollment:

Coverage	Current Estimated Annual Cost	Renewal Estimated Annual Cost	Estimated Annual Change (\$) over Current	Estimated Annual Change (%) over Current
Medical <i>Wellmark</i>	\$51,324	\$49,399	-\$1,925	-3.75%
Dental <i>Delta Dental</i>	\$3,766	\$3,766	\$0	0.00%
Life/AD&D <i>The Hartford</i>	\$614	\$614	\$0	0.00%
STD <i>The Hartford</i>	\$842	\$842	\$0	0.00%
LTD <i>The Hartford</i>	\$934	\$934	\$0	0.00%
TOTAL	\$57,479	\$55,554	-\$1,925	-3.35%

City of Van Meter

Additional Discussion Topic

- Patient Protection Affordable Care Act (PPACA)

Agenda Item #8 -

A public hearing on a proposed resolution approving the plans, specifications, and form of contract, and estimate of cost for the R16 Sanitary Sewer Project

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed plans for the R16 Sewer Project?*

Staff: *Gives presentation.*

Brief: Cost Estimate and Allocation:

City - \$89,687

School - \$25,000

Knapp - \$64,490

Total - \$179,177

Mayor: *At this time I will open the public hearing and recognize members of the public that would like to address the City Council about the plans. 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.

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.*

Resolution #2013-___

“A Resolution adopting plans, specifications, form of contract, and estimate of cost.”

Whereas, the plans, specifications, form of contract and estimate of cost were filed with the City for the construction of the Richland Road Sanitary Sewer; and

Whereas, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law;

Now, therefore be it resolved by the City Council of the City of Van Meter, Iowa that the plans specifications, form of contract, and estimate of cost for the Richland Road Sanitary Sewer are hereby approved.

Adopted this 9th day of September, 2013.

_____ Allan B. Adams, Mayor

Attest:

_____ Liz Thompson, City Clerk



VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

August 29, 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
ENGINEER'S ESTIMATE OF COST

Enclosed is a copy of the preliminary engineer's estimate of cost for the Richland Road Sanitary Sewer project. The engineer's estimate of cost for construction of the project is \$179,177.

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'H. R. Veenstra Jr.', written in a cursive style.

H. R. Veenstra Jr.

HRVJr:pjh
19352
Enclosure

CITY OF VAN METER
 RICHLAND ROAD SANITARY SEWER
 ESTIMATE OF COST

27-Aug-13

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	12" Sanitary Sewer	LF	2119	\$45.00	\$95,355.00
2	12" DI Sanitary Sewer	LF	105	\$80.00	\$8,400.00
3	60" SW-303 Manhole	EA	1	\$4,500.00	\$4,500.00
4	48" SW-301 Manhole	EA	10	\$3,700.00	\$37,000.00
5	Concrete Encasement for 12"	LF	20	\$200.00	\$4,000.00
6	Rip-Rap	Ton	50	\$30.00	\$1,500.00
7	Granular Surfacing	Ton	170	\$25.00	\$4,250.00
8	18" CMP Culvert	LF	40	\$40.00	\$1,600.00
9	Service Wye	EA	4	\$400.00	\$1,600.00
10	Erosion Control	LS	1	\$8,000.00	\$8,000.00
11	Seeding	Acre	3	\$1,100.00	\$3,300.00
12	Video Inspection	LF	2224	\$3.00	\$6,672.00
13	Traffic Control	LS	1	\$3,000.00	\$3,000.00

Estimated Construction Cost \$179,177.00



August 29, 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
COST ALLOCATION

Enclosed is a copy of a spreadsheet showing the preliminary engineer's estimate cost for construction of the Richland Road Sanitary Sewer project. The spreadsheet also shows the estimated cost for construction of the project that will be the responsibility of Knapp Properties, Inc. All of the work south of 352nd Street will be the responsibility of Knapp Properties, Inc.

The spreadsheet also shows a calculation of the City of Van Meter's share of the construction cost of the project. The allocation of the cost is as follows:

• City of Van Meter	\$ 89,687
• Van Meter Community School District	\$ 25,000
• Knapp Properties, Inc.	\$ 64,490
Total	\$179,177

The enclosed allocation is being transmitted for review by the City of Van Meter. If the cost allocation is satisfactory, the writer will transmit the allocation to Tom Wittman of Knapp Properties, Inc.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

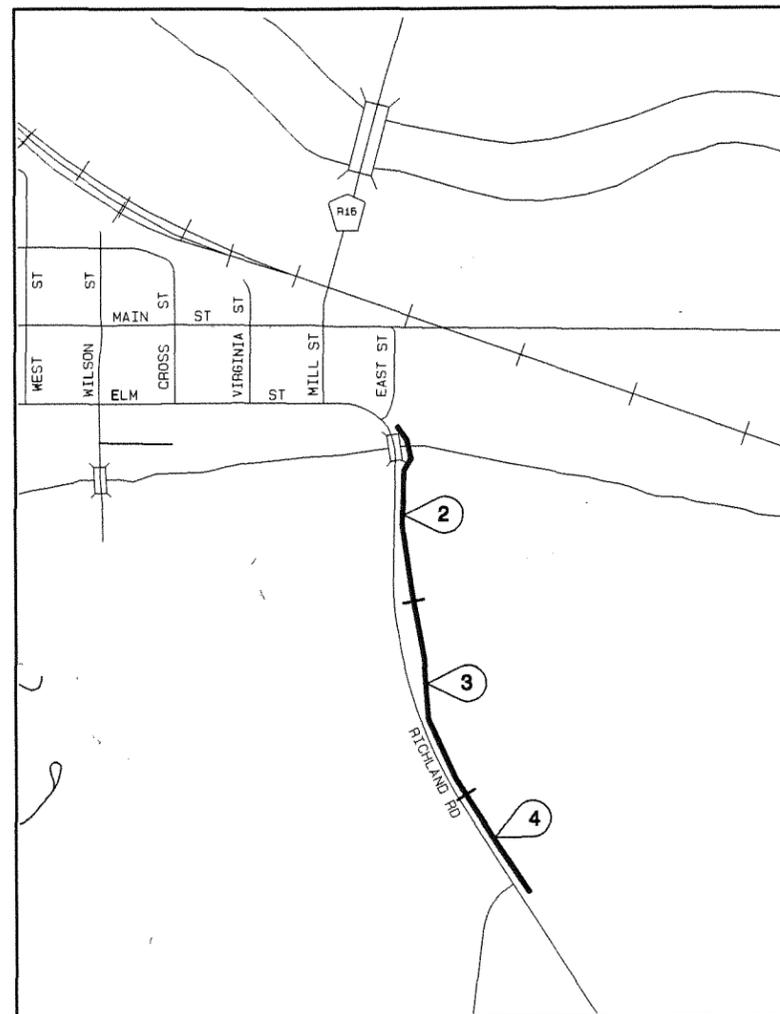
HRVjr:pjh
19352
Enclosure

CITY OF VAN METER
 RICHLAND ROAD SANITARY SEWER
 ESTIMATE OF COST

27-Aug-13

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	kpi
1	12" Sanitary Sewer	LF	2119	\$45.00	\$95,355.00	890 \$40,050.00
2	12" DI Sanitary Sewer	LF	105	\$80.00	\$8,400.00	
3	60" SW-303 Manhole	EA	1	\$4,500.00	\$4,500.00	
4	48" SW-301 Manhole	EA	10	\$3,700.00	\$37,000.00	4 \$14,800.00
5	Concrete Encasement for 12"	LF	20	\$200.00	\$4,000.00	
6	Rip-Rap	Ton	50	\$30.00	\$1,500.00	
7	Granular Surfacing	Ton	170	\$25.00	\$4,250.00	50 \$1,250.00
8	18" CMP Culvert	LF	40	\$40.00	\$1,600.00	
9	Service Wye	EA	4	\$400.00	\$1,600.00	
10	Erosion Control	LS	1	\$8,000.00	\$8,000.00	0.4 \$3,200.00
11	Seeding	Acre	3	\$1,100.00	\$3,300.00	1.2 \$1,320.00
12	Video Inspection	LF	2224	\$3.00	\$6,672.00	890 \$2,670.00
13	Traffic Control	LS	1	\$3,000.00	\$3,000.00	0.4 \$1,200.00
Estimated Construction Cost					\$179,177.00	\$64,490.00
school					-\$25,000.00	
kpi					-\$64,490.00	
Net City					\$89,687.00	

PLANS FOR RICHLAND ROAD SANITARY SEWER VAN METER, IOWA



VICINITY MAP
NOT TO SCALE

GENERAL LEGEND	
	SURVEY LINE & STATION INDICATOR
	CONCRETE SURFACE
	ASPHALT SURFACE
	CONCRETE SURFACE W/ASPHALT OVERLAY
	LOW GRADE ASPHALT SURFACE
	GRANULAR SURFACE
	DIRT SURFACE
	BRICK SURFACE
	SURFACING REMOVAL/REPLACEMENT
	EARTH SECTION
	NEW SEWER/MANHOLE
	NEW SEWER/INTAKE
	NEW WATER MAIN
	NEW FORCE MAIN
	NEW HYDRANT
	NEW WATER VALVE
	EXISTING SANITARY SEWER AND SIZE
	EXISTING STORM SEWER AND SIZE
	EXISTING WATER MAIN AND SIZE
	EXISTING FORCE MAIN AND SIZE
	GAS MAIN AND SIZE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	UNDERGROUND TELEPHONE LINE
	CABLE TELEVISION LINE
	FIBER OPTICS
	TOP OF EMBANKMENT
	TOE OF EMBANKMENT
	DRAINAGE COURSE
	MANHOLE
	CURB INTAKE
	AREA OR BEEHIVE INTAKE
	EXISTING HYDRANT
	EXISTING WATER VALVE
	GAS VALVE
	POWER POLE
	TELEPHONE POLE
	STREET LIGHT
	POLE W/BUY ANCHOR
	TRAFFIC SIGNALS
	SIGN
	TELEPHONE CABLE JUNCTION BOX
	PEDESTRIAN CONTROL LIGHT
	RAILROAD CONTROL LIGHT
	RAILROAD SIGN
	UTILITY ACCESS COVER
	PARKING METER
	TREE AND SIZE
	EVERGREEN AND SIZE
	STUMP AND SIZE
	BUSH, SHRUB OR HEDGE
	12" CMP
	FLARED END SECTION
	RAILROAD
	MAILBOX
	FENCE (ALL OTHER)
	SECURITY FENCE
	WOOD FENCE
	PROPERTY LINE
	PROPERTY PIN
	SECTION CORNER
	PLAT BOUNDARY
	BUILDING
	ELEVATION MARKER
	CENTERLINE
	DIA.
	ELEV.
	PVC POLYVINYLCHLORIDE PIPE
	CI CAST IRON PIPE
	DI DUCTILE IRON PIPE
	CMP CORRUGATED METAL PIPE
	VCP VITRIFIED CLAY PIPE
	RCP REINFORCED CONCRETE PIPE
	RCAP REINFORCED CONCRETE ARCH PIPE
	LRCP LINED REINFORCED CONCRETE PIPE
	LCPP LINED CONCRETE PRESSURE PIPE
	STA. STATION
	LA LINE AHEAD
	LB LINE BACK
	BM-2 BENCH MARK AND NUMBER
	ROW RIGHT-OF-WAY
	PI. POINT OF INTERSECTION
	POT POINT ON TANGENT
	LF LINEAR FEET
	TH TACKED HUB
	SB-2 SOIL BORING AND NUMBER
	PVC POINT OF VERTICAL CURVATURE
	PVT POINT OF VERTICAL TANGENCY
	VC VERTICAL CURVE
	PC POINT OF CURVATURE
	PT POINT OF TANGENCY
	MO MIDDLE ORDINATE
	DWG. DRAWING
	CP-1 CONTROL POINT AND NUMBER
	(TYP.) TYPICAL
	HPG HIGH PRESSURE GAS
	IPG INTERMEDIATE PRESSURE GAS
	INV. INVERT
	E.M., E.F. EACH WAY, EACH FACE
	E.M. EACH WAY
	@ AT
	① DRAWING NUMBER

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.

DRAWING INDEX

NO.	DRAWING TITLE
1	INDEX AND TITLE SHEET
2	PLAN AND PROFILE
3	PLAN AND PROFILE
4	PLAN AND PROFILE

GENERAL NOTES

- ALL ELEVATIONS ARE TO USGS DATUM.
- REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS INCIDENTAL TO CONSTRUCTION.
- SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
- CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
- DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.
- LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO CONSTRUCTION LIMITS.
- SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
- STATIONING IS ALONG CENTER LINE OF SANITARY SEWER, UNLESS OTHERWISE NOTED.
- PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION.
- RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
- PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE, 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED.

TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.



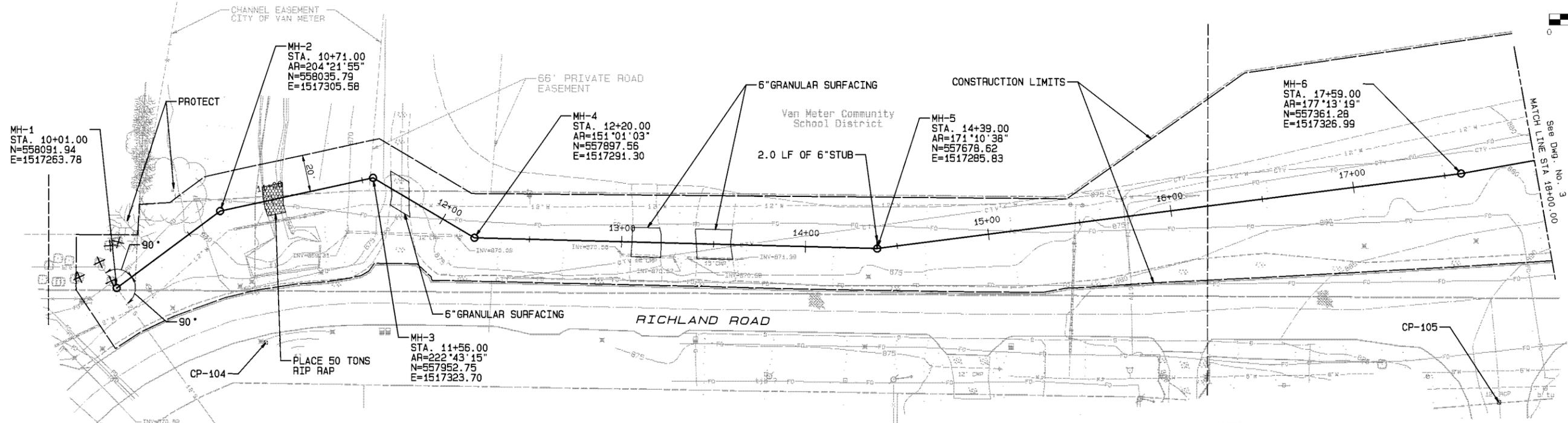
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed Date August 30, 2013
H. Robert Veenstra Jr., P.E.
Iowa License No. 9037
My license renewal date is December 31, 2014

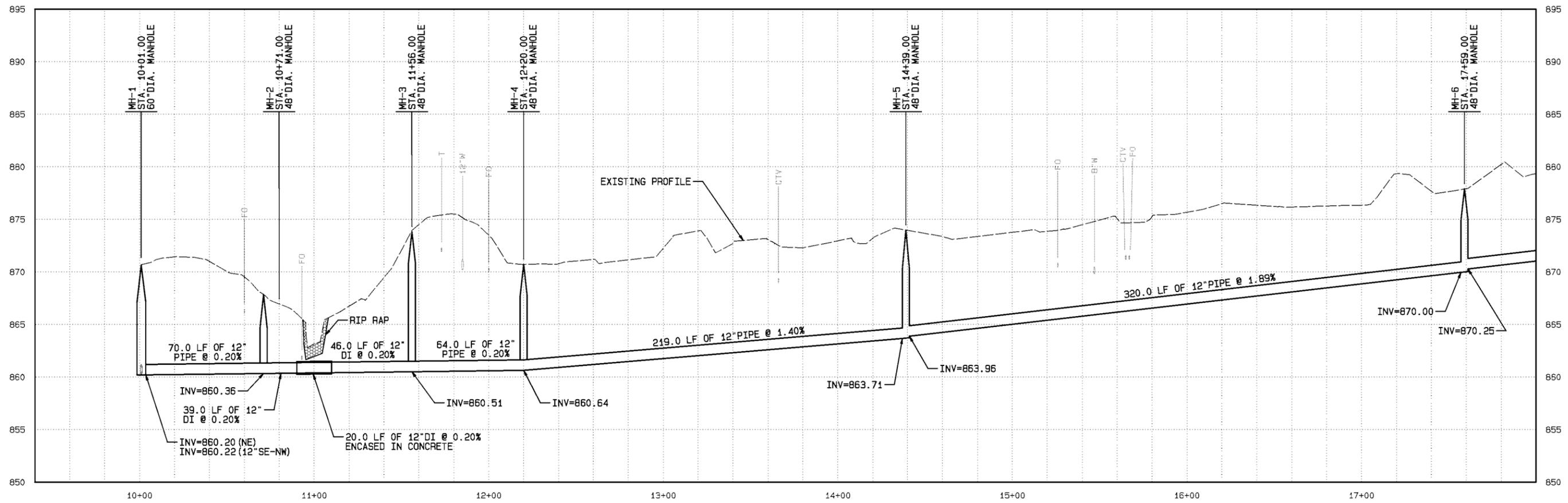


Drawings covered by this seal:

CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE AS NOTED	DWG. NO.											
						<table border="1"> <tr><td>DRAWN</td><td>DLL</td></tr> <tr><td>CHECKED</td><td>HRV</td></tr> <tr><td>APPROVED</td><td>HRV</td></tr> <tr><td>DATE</td><td>8-30-13</td></tr> <tr><td>A.C.</td><td></td></tr> </table>	DRAWN	DLL	CHECKED	HRV	APPROVED	HRV	DATE	8-30-13	A.C.		 VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)	INDEX AND TITLE SHEET 1 PROJECT 19352
DRAWN	DLL																	
CHECKED	HRV																	
APPROVED	HRV																	
DATE	8-30-13																	
A.C.																		



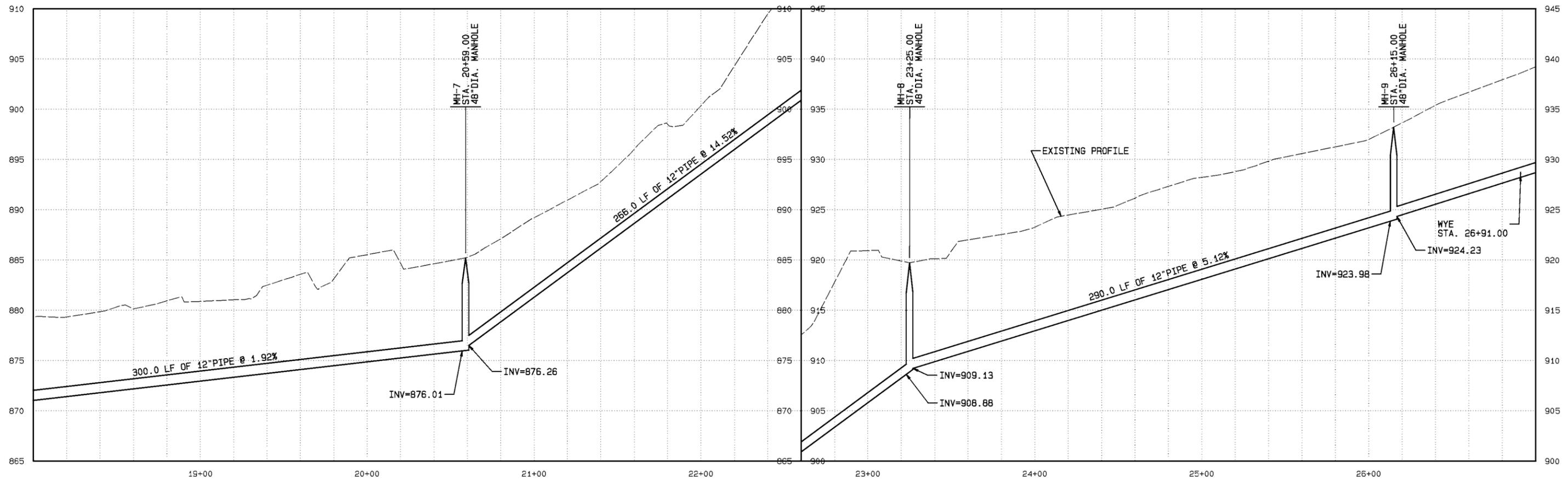
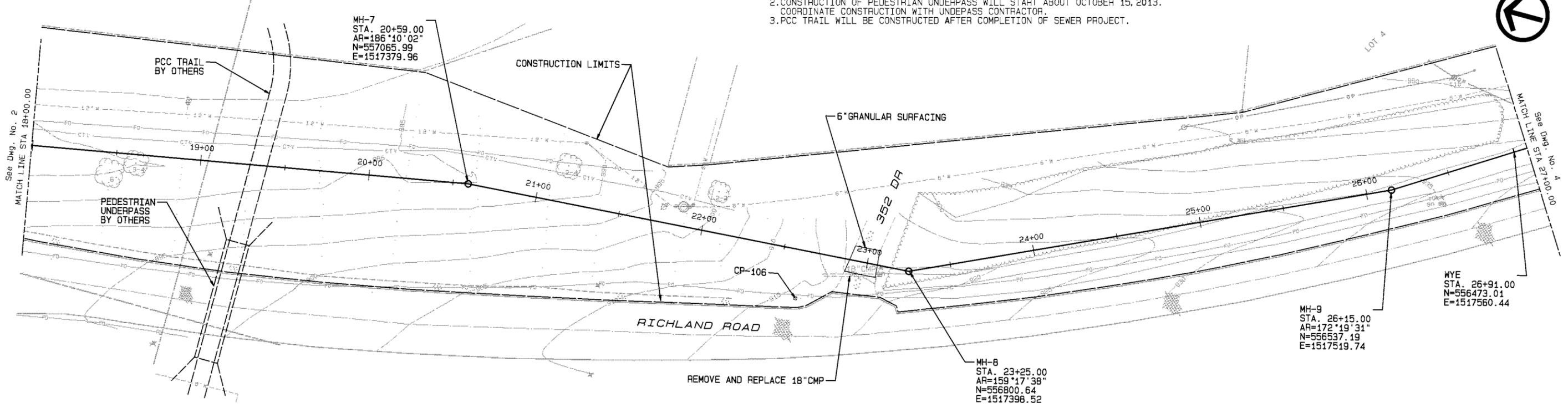
- NOTES
1. CONFIRM LOCATON AND ELEVATION OF EXISTING SEWER BEFORE INSTALLING MH-1. IF LOCATION OR ELEVATION DIFFER FROM WHAT IS SHOWN, PROVIDE ENGINEER OPPURTUNITY TO ADJUST LINE AND GRADE.
 2. COORDINATE LOCATION OF MH-5 WITH LOCATION OF 6" SEWER AT SCHOOL DISTRICT. ADJUST MANHOLE LOACTION TO MATCH SEWER LOCATION.
 3. SEWER STUB IN MH-5 IS INCIDENTAL TO CONSTRUCTION.
 4. NOTIFY PROPERTY OWNER OF CLOSURE OF DRIVEWAY AT STA. 11+70 AT LEAST 5 CALENDAR DAYS IN ADVANCE. DRIVEWAY MUST BE OPEN TO TRAFFIC BEFORE END OF DAY. DRIVEWAY CLOSED FOR PIPE LAYING.



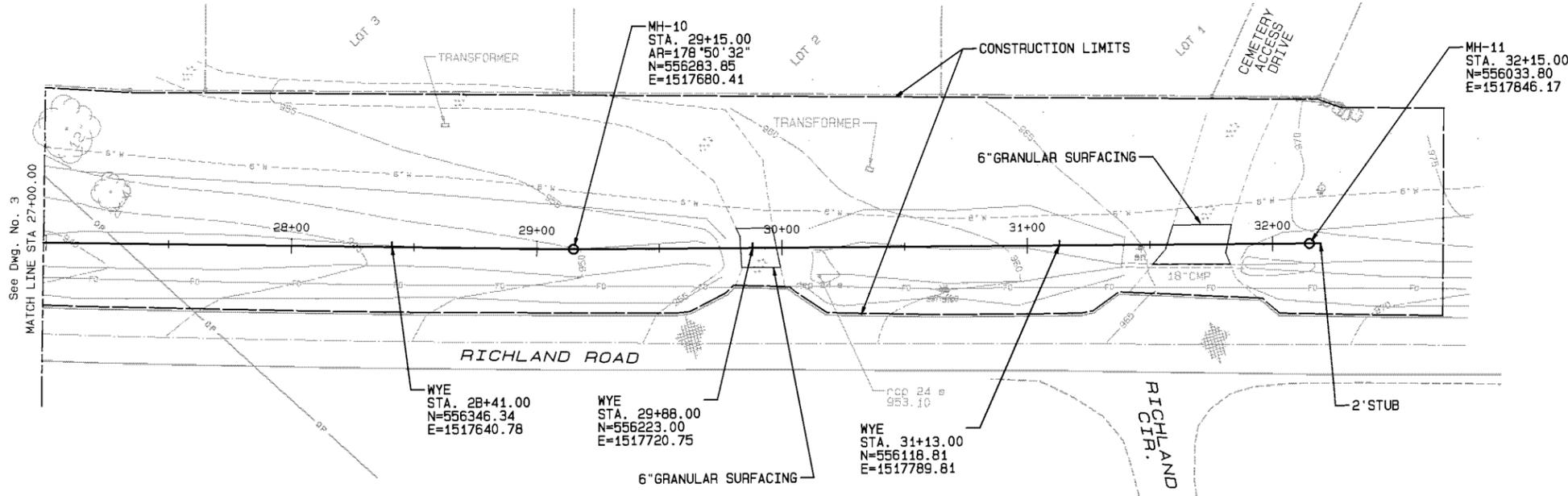
CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE AS NOTED		PLAN AND PROFILE	DWG. NO.	
						DRAWN DLL			3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)	2
						CHECKED HRV				PROJECT 19352
						APPROVED HRV				
						DATE 8-30-13				
						A.C.				



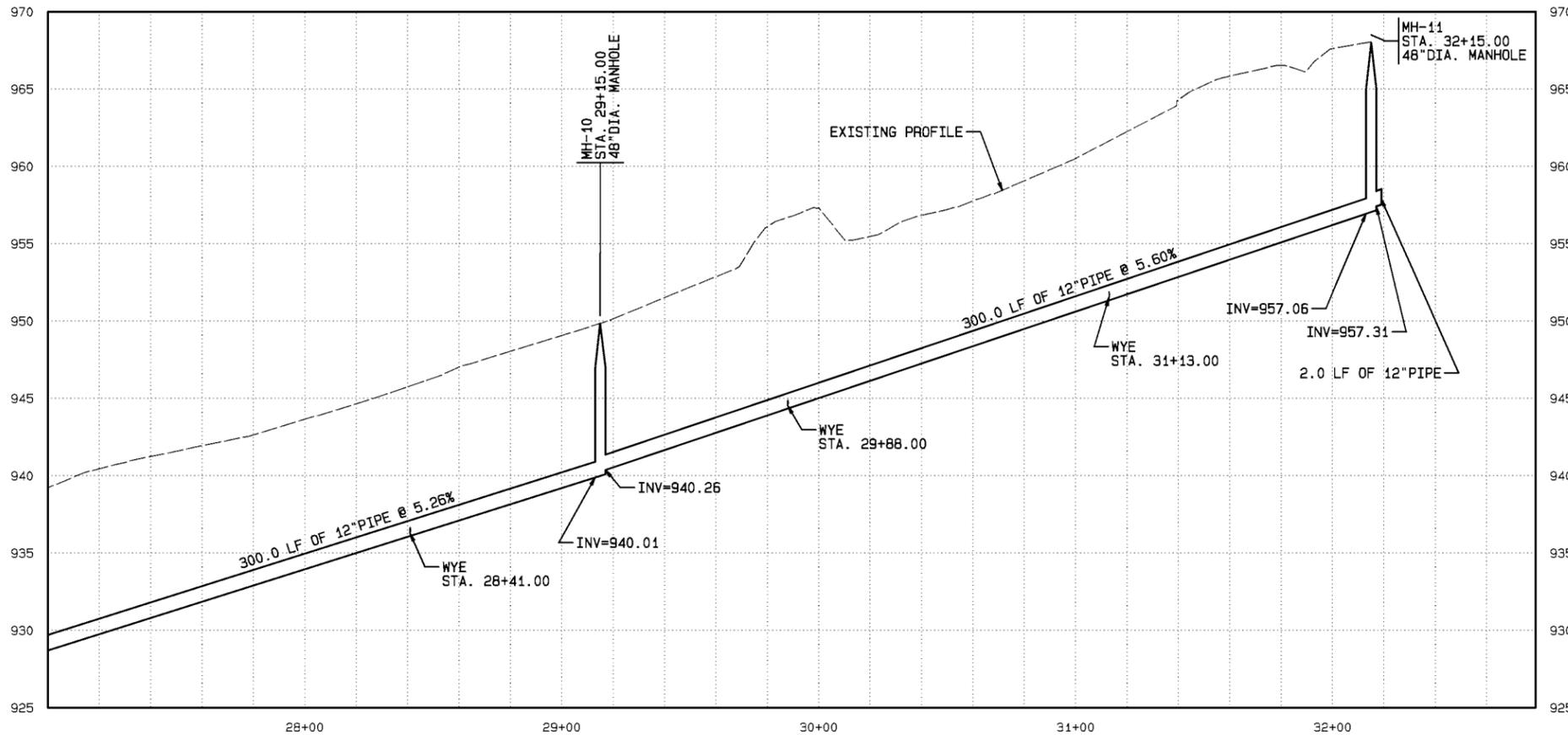
- NOTES
1. NOTIFY PROPERTY OWNERS ON 352ND DRIVE OF CLOSURE AT LEAST 5 CALENDAR DAYS IN ADVANCE. DRIVEWAY MUST BE OPEN TO TRAFFIC BEFORE END OF DAY. DRIVEWAY CLOSED FOR PIPE LAYING.
 2. CONSTRUCTION OF PEDESTRIAN UNDERPASS WILL START ABOUT OCTOBER 15, 2013. COORDINATE CONSTRUCTION WITH UNDERPASS CONTRACTOR.
 3. PCC TRAIL WILL BE CONSTRUCTED AFTER COMPLETION OF SEWER PROJECT.



CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE AS NOTED		PLAN AND PROFILE	DWG. NO.
						DRAWN DLL CHECKED HRV APPROVED HRV DATE 8-30-13 A.C.			VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)



NOTES
1. NOTIFY CITY OF CLOSURE OF CEMETERY ACCESS DRIVE AT LEAST 5 DAYS IN ADVANCE.
DRIVEWAY MUST BE OPEN TO TRAFFIC BEFORE END OF DAY. DRIVEWAY CLOSED FOR PIPE LAYING.



CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE AS NOTED	 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)	PLAN AND PROFILE	DWG. NO.
						DRAWN DLL		4	
						CHECKED HRV			
						APPROVED HRV			
						DATE 8-30-13 A.C.			
							VEENSTRA & KIMM, INC.	PROJECT 19352	

SPECIFICATIONS

FOR

RICHLAND ROAD SANITARY SEWER

VAN METER, IOWA



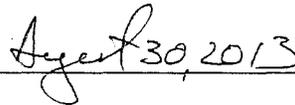
VEENSTRA & KIMM, INC.

SPECIFICATIONS
FOR
RICHLAND ROAD SANITARY SEWER
VAN METER, 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.

Signed:

Date:



H. R. Veenstra Jr., P.E.

Iowa License No. 9037

My license renewal date is December 31, 2014



Detailed parts covered by this seal:

Prepared by
VEENSTRA & KIMM, INC.
West Des Moines,
Iowa

INDEX

RICHLAND ROAD SANITARY SEWER
VAN METER, IOWA

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PROPOSAL		P-1
BID BOND		BB-1
CONTRACT		C-1
BOND		B-1
GENERAL CONDITIONS		GC-1
SPECIAL CONDITIONS		SC-1
PLANS LIST		PL-1
DETAILED SPECIFICATIONS		
<u>PART NO.</u>		
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2	SPECIAL CONSTRUCTION	2-1
3	EXCAVATION AND BACKFILL	3-1
4	SANITARY SEWER PIPES AND STRUCTURES	4-1
5	BEDDING	5-1
6	CONCRETE	6-1
STANDARD DRAWINGS		

NOTICE OF 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

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 18th 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 2,224 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.

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

Notice of Hearing and Letting

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.

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.

Notice of Hearing and Letting

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

INSTRUCTIONS TO BIDDERS

RICHLAND ROAD SANITARY SEWER VAN METER, IOWA

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1. DEFINITION OF TERMS

- 1.1 "Owner" and "City" shall mean the City of Van Meter, Iowa acting through the City Council or an authorized representative of the City Council.
- 1.2 "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.3 "Bidder" shall mean any person who submits a Proposal to furnish the work described in the Contract Documents.
- 1.4 "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- 1.5 "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- 1.6 "Engineer" shall mean Veenstra & Kimm, Inc. of West Des Moines, Iowa.
- 1.7 "Standard Drawings" shall mean construction detail drawings bound with these specifications.

1.8 "Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.

1.9 "Station", "Sta." shall mean one hundred (100) linear feet measure.

2. CONTRACT DOCUMENTS

2.1 Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:

- 2.1.1 Notice of Hearing and Letting
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Contract
- 2.1.5 Bond
- 2.1.6 General Conditions
- 2.1.7 Special Conditions
- 2.1.8 Plans List
- 2.1.9 Detailed Specifications
- 2.1.10 Plans listed in the specifications
- 2.1.11 Numbered addenda issued to the foregoing.

3. METHOD OF BIDDING

3.1 Bidders shall submit unit price bid for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

3.2 Bids will be computed using quantities shown in proposal. Unit price quantities are approximate and only for comparison of bids. The Owner retains the right to change the location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

3.2.1 In the event of discrepancies between unit prices and unit price extensions listed in Bidder's proposal, unit prices shall govern and unit price extensions and total Bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.

3.3 Unit prices for payment items not listed in the Proposal will be negotiated, if needed.

4. QUALIFICATIONS OF BIDDERS

4.1 Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.

4.2 If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

5. SUBMISSION OF BIDS

5.1 Bidders shall submit the Proposal stamped "Official Bid" and the Proposal stamped "Engineer's Copy". The Proposal stamped "Official Bid" is considered the original Proposal and shall be used for bidding. The copy of the Proposal stamped "Engineer's Copy" is for the use of the Engineer. The copy of the Proposal stamped "Bidder's Copy" is for the use of the Bidder. Submit in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:

City Clerk
City of Van Meter
505 Grant Street
Van Meter, Iowa 50261

Proposal For:

Richland Road Sanitary Sewer

5.2 Bids shall be signed by a legally authorized representative of the bidder.

6. WITHDRAWAL OF BIDS

6.1 A bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bid shall be withdrawn for a period of 45 calendar days thereafter.

7. BID SECURITY

7.1 Each bid shall be accompanied by bid security in the form and amount set out in the Notice of Hearing and Letting.

- 7.2 Bid security shall be enclosed in a sealed envelope with the bid, or in a separate sealed envelope.
- 7.3 The bid security shall be forfeited and become the property of the Owner in case the bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.
- 7.4 Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- 7.5 Use bid bond form included with specifications.

8. EXAMINATION OF WORK

- 8.1 Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

9. EXECUTION OF CONTRACT

- 9.1 The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.
- 9.2 The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

10. CONTRACT TERMINATION

- 10.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

11. TAXES

11.1 The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

11.2 Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.

11.3 Income tax:

11.3.1 Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.

11.3.2 If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

12. PREFERENCE FOR LABOR AND MATERIALS

12.1 Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to labor residing in vicinity of Van Meter, Iowa and to local concerns in purchase of materials, insurance and bonds.

13. PAYMENT

13.1 Payment will be made in cash as set forth in Notice of Hearing and Letting.

13.2 Payments will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or material.

14. APPROVAL OF MATERIALS

14.1 Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from the Owner. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

15. PERIOD OF GUARANTEE AND BOND

15.1 Contractor shall guarantee work for a period of four (4) years from date of final acceptance as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for a like period.

16. SOIL BORINGS

16.1 Soil borings have not been made along the route of the proposed work.

16.2 Obtain permission from the Owner to make borings.

16.3 Bidders responsible for obtaining utility locates and for any utilities damaged by bidder's soil boring activities.

16.4 Bidder responsible for any field tile damaged by bidder's soil boring activities.

PROPOSAL

RICHLAND ROAD SANITARY SEWER
VAN METER, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Van Meter
505 Grant Street
Van Meter, Iowa 50261

The undersigned bidder submits herewith bid security amounting to ten percent (10%) of the total amount of the bid which shall become the property of the City of Van Meter should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services, and materials and to perform the work described in the specifications, and addenda ____, ____, ____, and _____. within the time and for the sum or sums stated hereinafter on attached proposal schedule; which proposal schedule is hereby made a part of this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

PROPOSAL SCHEDULE

RICHLAND ROAD SANITARY SEWER

1. Construct Richland Road Sanitary Sewer for the following unit and lump sum prices:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	12" Sanitary Sewer In Open Cut	LF	2119	\$ _____	\$ _____
2.	12" DI Sanitary Sewer	LF	105	_____	_____
3.	60" SW-303 Manhole	EA	1	_____	_____
4.	48" SW-301 Manhole	EA	10	_____	_____
5.	Concrete Encasement for 12"	LF	20	_____	_____
6.	Rip-rap	Ton	50	_____	_____
7.	Granular Surfacing	Ton	170	_____	_____
8.	18" CMP Culvert	LF	40	_____	_____
9.	Service Wye	Ea.	4	_____	_____
10.	Erosion Control	LS	1	_____	_____
11.	Seeding	Acre	3	_____	_____
12.	Video Inspection	LF	2224	_____	_____
13.	Traffic Control	LS	1	_____	_____
			TOTAL BID		
			(Items 1.1 - 1.13)	\$ _____	_____

2. All work on the project shall be completed by November 30, 2013.
3. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each day work shall remain incomplete 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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

of _____ as Principal and

_____ of _____
as Surety, are held and firmly bound unto the City of Van Meter, Iowa, hereinafter defined as Obligee, in the penal sum of ten percent (10%) of the total amount of the bid (\$_____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Van Meter, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: Richland Road Sanitary Sewer.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____,
by and between the City of Van Meter, Iowa, party of the first part, hereinafter referred to
as the "Owner", and
_____, party
of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain
specifications and proposal blanks, dated the _____ day of _____, 20____,
for Richland Road Sanitary Sewer under the terms and conditions therein fully stated and
set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms
and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as
follows:



2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice of Hearing and Letting
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 General Conditions
- 2.1.6 Special Conditions
- 2.1.7 Plans List
- 2.1.8 Detailed Specifications
- 2.1.9 Plans listed in the specifications
- 2.1.10 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

CITY OF VAN METER, IOWA

By _____

Title _____

ATTEST:

Title _____

Mayor

ATTEST:

City Clerk

BOND

KNOW ALL MEN: That we, _____
of _____, hereinafter called the Principal, and
_____, hereinafter called the surety, are held and firmly bound unto the City of Van Meter, Iowa,
hereinafter called the Owner in the sum of

Dollars (\$_____), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____,
20____, entered into a Contract with the Owner for Richland Road Sanitary Sewer, which
Agreement includes a guarantee of all work against defective workmanship and materials
for a period of four (4) years from the date of final acceptance of the work by the Owner, a
copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall
faithfully perform the Contract on his part and shall fully indemnify and save harmless the
Owner from all costs and damage which he may suffer by reason of failure so to do and
shall fully reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the
Principal for labor or materials, failing which such persons shall have a direct right of
action against the Principal and Surety under this Obligation, subject to the Owner's
priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after five (5) years from the date of final acceptance of the
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in
the work to be done under it, or the giving by the Owner of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Owner or
the Principal to the other shall not in any way release the Principal and the Surety, or either
of them, their heirs, executors, administrators, successors or assigns from their liability
hereunder, notice to the Surety of any such alteration, extension or forbearance being
hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all
persons, firms, or corporations having contracts directly with the Principal or with
subcontractors all just claims due them for labor performed or material furnished, in the
performance of the Contract on account of which this Bond is given, when the same are
not satisfied out of the portion of the contract price which the Owner shall retain until
completion of the improvements, but the Principal and Surety shall not be liable to said

persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 20_____.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

GENERAL CONDITIONS

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1. CONTRACT DOCUMENTS

- 1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- 1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.
- 1.3 Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

- 2.1 Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

- 3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- 3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- 3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

- 4.1 Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- 4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- 5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- 5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- 5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- 6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- 7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

- 8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

General Conditions

8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

9.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.

9.1.1 Submit 5 copies of all shop drawing submittals.

9.2 Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

10.1 Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

11.1 Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.

11.3 Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

12.1 Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.

12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. LINE AND GRADE

13.1 Engineer shall provide stakes showing line and grade from bench marks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

13.2 Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

14. DECISIONS BY ENGINEER

14.1 Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

15. WORKMANSHIP AND MATERIALS

15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.

15.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

15.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.

General Conditions

- 15.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 15.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- 15.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 15.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- 15.8 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- 15.9 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.
16. ON-SITE REVIEW OR OBSERVATION
- 16.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- 16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.

General Conditions

- 16.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- 16.4 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- 17.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- 17.2 Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- 17.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. TESTS

- 18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- 18.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- 18.3 Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

19. TIME

- 19.1 Contractor shall commence work within time specified and shall complete work within time specified in contract.

20. DELAYS

- 20.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- 20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- 20.3 No extension of time shall be valid unless made in writing by Owner.
- 20.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

21. CHANGES

- 21.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- 21.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- 21.3 Amount due Contractor shall be adjusted for changes in following manner:
 - 21.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 21.3.2 Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.2 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 21.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

21.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

22. EXTRA WORK

22.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.

22.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".

22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

22.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

23. OWNERSHIP OF MATERIALS

23.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

24. OTHER CONTRACTS

- 24.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.
- 24.2 When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- 24.3 To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

25. OWNER'S RIGHT TO DO WORK

- 25.1 If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

26. OWNER'S RIGHT TO TERMINATE CONTRACT

- 26.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
- 26.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
- 26.1.2 Receiver is appointed on account of Contractor's insolvency.
- 26.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.

- 26.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.
- 26.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.
- 26.1.6 Contractor violates a provision of contract.
- 26.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- 26.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 27.1 If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

28. PAYMENTS WITHHELD

- 28.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
 - 28.1.1 Defective work not remedied.
 - 28.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

- 28.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 - 28.1.4 A reasonable doubt that contract can be completed for balance then unpaid.
 - 28.1.5 Damage to another contractor.
 - 28.1.6 Claims of Owner for liquidated damages.
- 28.2 Payments shall be made for amounts withheld when above grounds are removed.

29. ACCEPTANCE AND FINAL PAYMENT

- 29.1 When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above.
- 29.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

30. SUSPENSION OF WORK

- 30.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.
- 30.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

31. CLEANING UP

31.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

32. HAZARDOUS MATERIALS

32.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.

32.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

33. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

33.1 Owner's responsibility:

33.1.1 Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

33.2 Contractor's responsibility:

33.2.1 Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.

General Conditions

- 33.2.2 Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

RICHLAND ROAD SANITARY SEWER VAN METER, IOWA

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| 4. ORDER OF CONSTRUCTION | 10. EMPLOYMENT PRACTICES |
| 5. INTERRUPTIONS TO SERVICE AND ACCESS | |
| 6. SERVICE FACILITIES | |

1. INTENT

- 1.1. To supplement the provisions of the General Conditions by outlining special conditions applicable to project.

2. LOCATION

- 2.1 Work is located on public right-of-way in the City of Van Meter, Iowa.
- 2.2 Transportation facilities:
- 2.2.1 Interstate 80 and County Road R16.

3. RIGHT-OF-WAY

- 3.1 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within right-of-way, or within construction limits shown on plans.

4. ORDER OF CONSTRUCTION

- 4.1 Provide Owner with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of work.

Special Conditions

- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Owner and Engineer.
 - 4.4 Schedule construction to minimize service interruptions and use of road barricades and detours; clean up each portion of work as it is completed.
 - 4.5 Contractor for pedestrian underpass scheduled to start work as early as October 15, 2013. City would request pipe laying to south of Sta. 19+50 be completed by October 15. If pipe laying is not complete by that date Contractor for sewer project will need to coordinate with Contractor for pedestrian underpass project.
5. INTERRUPTIONS TO SERVICE AND ACCESS
- 5.1 Existing utilities shall remain in substantially continuous operation during construction, including water, sewer, power and gas lines.
 - 5.2 Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to minimum.
 - 5.3 Contractor to provide 5 calendar day notice of closure of streets, drives and access drives.
 - 5.4 Where designated on plans, streets and drives must be open to traffic by end of the day of closure.
6. SERVICE FACILITIES
- 6.1 Water, electricity, compressed air, and other services shall be furnished by Contractor to meet construction requirements.
7. STORAGE OF MATERIALS AND EQUIPMENT
- 7.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
 - 7.2 Storage areas subject to approval of Owner and Engineer.
 - 7.3 Store materials and equipment in manner which will preserve their quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 Provide telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- 8.2 Provide suitable facilities necessary for proper storage of materials and equipment.
- 8.3 Location of all construction facilities, including project construction yard, subject to approval by Owner; remove all construction facilities upon completion of work.
- 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 8.5 Provide fences, barricades, and/or observers to prevent access of unauthorized persons to site where work is in progress.
- 8.6 Provide telephone number(s) at which responsible representative of Contractor can be contacted evenings, weekends and holidays.

9. INSURANCE BY CONTRACTOR

- 9.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 9.1.1 Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 9.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 - 9.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.

Special Conditions

- 9.2 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.3 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.

10. EMPLOYMENT PRACTICES

- 10.1 Contractor and subcontractors shall not employ any person whose physical or mental condition is such that their employment will endanger their own health and safety or the health and safety of others employed on the project.

PLANS LIST

RICHLAND ROAD SANITARY SEWER
VAN METER, IOWA

1. PLANS

1.1 The work shall conform to the following drawings (bound separately) and Standard Drawings (bound herewith), all of which constitute the "plans" and are an integral part of the Contract Documents.

<u>Title</u>	<u>Drawing Number</u>	<u>Revision Number</u>
Index and Title Sheet	19352-1	
Plan and Profile	19352-2	
Plan and Profile	19352-3	
Plan and Profile	19352-4	

Standard Drawings

Class C Bedding - Granular Standard Bedding Type I	Std. 1.1	Rev. 1
Class B Bedding - Granular Type II	Std. 1.2	Rev. 1
Class A Bedding - Concrete Type V	Std. 1.3	Rev. 1
Class A Bedding - Concrete Cradle Type III, Type IV, Type VI	Std. 1.4	Rev. 1
Class A Bedding - Concrete Arch Type VII	Std. 1.5	Rev. 1
Class A Bedding or Concrete Encasement Type VIII	Std. 1.6	
Trench Section For Payment Purposes	Std. 1.9	Rev. 2

SUDAS Standard Drawings

Type SW-301 Manhole
Type SW-303 Manhole

DETAILED SPECIFICATIONS

RICHLAND ROAD SANITARY SEWER

PART 1 - GENERAL REQUIREMENTS

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| 2. INTENT | 9. STANDARDS AND CODES |
| 3. INTERPRETATION | 10. MATERIALS TESTS |
| 4. WORK INCLUDED | 11. TEMPORARY WORK |
| 5. STARTING AND COMPLETION TIME | 12. TRAFFIC CONTROL |
| 6. INFORMATION FOR ENGINEER | 13. FINAL REVIEW AND ACCEPTANCE |
| 7. SHOP DRAWINGS | 14. PAYMENT |

1. FORM

- 1.1 Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To require performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

- 3.1 Report errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Furnish all materials, labor and equipment to construct Richland Road Sanitary Sewer as set out in the Notice of Hearing and Letting.

5. STARTING AND COMPLETION TIME

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that Notice to Proceed will be issued on or before October 5, 2013. Complete work within time set out in Notice of Hearing and Letting.

6. INFORMATION FOR ENGINEER

- 6.1 After award of contract submit following information and drawings for Engineer's review: total number of reviewed copies required for distribution: 4 plus copies required by Contractor.

6.1.1 Certified materials test as described hereinafter.

6.1.2 Such other information as Engineer may request and information as specified with equipment.

- 6.2 Within 15 days after award of contract, provide construction schedule, showing dates of starting and completing various portions of work and value of each portion of work.

- 6.3 Provide 2 copies of following information:

6.3.1 Contract price breakdown of lump sum bids for pump station for use in preparation of periodic payment estimates.

6.3.2 Purchase orders and subcontracts without prices.

6.3.3 Shipping papers for all materials.

6.3.4 All materials test reports.

6.3.5 Concrete mix design; submit 8 days before proposed mix is to be used.

7. SHOP DRAWINGS

- 7.1 Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.

General Requirements

- 7.2 Contractor's responsibility: to check drawings prior to submission of coordination and conformance with contract; do not submit without checking.
- 7.3 Engineer's review is only for general conformance with design concept of project and general compliance with information given in contract documents. Any action shown is subject to requirements of plans and specifications. Contractor is responsible for dimensions which must be confirmed or correlated at job site; fabrication process and techniques of construction; coordination of work with that of all other trades, and satisfactory performance of work.
- 7.4 Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show that material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

8. PLANS AND SPECIFICATIONS

- 8.1 Engineer will furnish 5 sets of plans and specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 8.2 Subcontractors and suppliers will be furnished copies of plans and specifications only at request of Contractor. Engineer will be compensated for printing cost by Contractor.
- 8.3 Provide one set of plans and specifications for each foreman or superintendent in charge of each crew on job.

9. STANDARDS AND CODES

- 9.1 Do work in accordance with best present day construction practices.
- 9.2 Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:
 - 9.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 9.2.2 American Concrete Institute (ACI).

General Requirements

- 9.2.3 American Gear Manufacturers Association (AGMA).
- 9.2.4 American Institute of Steel Construction (AISC).
- 9.2.5 American National Standards Institute (ANSI).
- 9.2.6 American Society of Mechanical Engineers (ASME)
- 9.2.7 American Society for Testing and Materials (ASTM).
- 9.2.8 American Water Works Association (AWWA).
- 9.2.9 American Welding Society (AWS).
- 9.2.10 Anti-friction Bearing Manufacturers Association (AFBMA).
- 9.2.11 Factory Mutual Corporation (FM).
- 9.2.12 Federal Specifications (FS).
- 9.2.13 Hydraulic Institute (HI).
- 9.2.14 Industrial Fasteners Institute (IFI).
- 9.2.15 Industrial Risk Insurers (IRI).
- 9.2.16 Institute of Electrical and Electronic Engineers (IEEE).
- 9.2.17 Insulated Power Cable Engineers Association (IPCEA).
- 9.2.18 Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
- 9.2.19 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2013) (IOSHA).
- 9.2.20 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- 9.2.21 National Electrical Manufacturers Association (NEMA).
- 9.2.22 National Electrical Safety Code (NESC).

General Requirements

- 9.2.23 National Fire Protection Association, Inc. (NFPA).
- 9.2.24 National Fire Protection Associations' National Electrical Code (NEC).
- 9.2.25 National Institute of Occupational Safety and Health (NIOSH).
- 9.2.26 National Lumber Manufacturers Association (NLMA).
- 9.2.27 National Safety Council (NSC).
- 9.2.28 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OHSA).
- 9.2.29 Society of Automotive Engineers (SAE).
- 9.2.30 Steel Structures Painting Council (SSPC).
- 9.2.31 Underwriters' Laboratories, Inc. (UL).
- 9.2.32 Standards and codes of the State of Iowa and applicable standards and codes of the City of Van Meter.
- 9.2.33 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

10. MATERIALS TESTS

- 10.1 Includes all materials tests or tests specified hereinafter.
- 10.2 Contractor shall employ and pay for approved testing laboratory for tests required to show that construction materials comply with specifications.
 - 10.2.1 Contractor to provide compaction testing and concrete compression cylinder testing by approved testing laboratory.
- 10.3 Provide samples of materials required for laboratory tests and pay cost of all tests including transportation charges on samples.
- 10.4 Incorporate no materials in work until laboratory tests have been furnished which show materials comply with specifications.

General Requirements

- 10.5 All materials subject to sampling, testing, inspection and rejection at site by Owner.
- 10.6 Laboratory tests for materials.
 - 10.6.1 Aluminum-alloy: certify that materials provided conform to specifications; if specified alloys are not furnished, note on submittals and request approval of substitutions.
 - 10.6.2 Cement: bin sample for entire requirement, ASTM C150.
 - 10.6.3 Concrete aggregates: one (1) sample each, ASTM C33.
 - 10.6.4 Reinforcing steel: certify that steel conforms to ASTM A615 for grade specified.
 - 10.6.5 Ductile iron pipe: certify that pipe conforms to ANSI A21.51.
 - 10.6.6 Steel casing pipe: certify that pipe conforms to ASTM A53 or A139.
 - 10.6.7 Lined reinforced concrete pipe: test 1 piece of each diameter of each class furnished; ASTM C76.
 - 10.6.8 Other pipe: certify that pipe conforms to applicable specifications.
- 10.7 Reinforcing steel: furnish original and one copy of certified test report by manufacturer.
- 10.8 Welded wire fabric: furnish original and one copy of certified test report by manufacturer.
- 10.9 Concrete compression cylinders: make 2 tests from trial batch of proposed mix before start of construction; ASTM C39; provide 7-day and 28-day tests.
- 10.10 Concrete compression cylinders for construction: make 3 cylinders for each day's pour if pour is less than 50 CY; if pour is more than 50 CY make 3 cylinders for each 50 CY or fraction thereof poured; provide 7-day and 28-day tests in accordance with ASTM C39.
- 10.11 Provide all cylinder molds, making of cylinders, transportation of cylinders and testing of concrete compression cylinders.

General Requirements

10.12 Concrete slump and air tests: provide 1 test per structural and pavement pours.

10.13 Compaction tests on pipe trench backfill: ASTM D698.

10.13.1 Where compacted backfill is specified tests may be taken every 50 LF of pipe trench and every 2' of vertical backfill.

10.13.2 Where ordinary backfill is specified, tests may be taken at locations and depths selected by City.

11. TEMPORARY WORK

11.1 Make all temporary connections necessary for maintaining utility service during course of work.

11.2 Construct temporary drains or bulkheads to keep work in the dry.

12. TRAFFIC CONTROL

12.1 All traffic control shall be in accordance with the MUTCD.

13. FINAL REVIEW AND ACCEPTANCE

13.1 Notify Owner when installation is considered to be complete and ready for final review.

13.2 Owner will accept work and make final payment to Contractor:

13.2.1 When Owner has certified that he has reviewed the work of Contractor and determined the work is complete and in substantial conformance with specifications.

13.2.2 When Contractor has filed with Owner and Engineer documents called for in specifications.

13.2.3 When all governmental agencies involved have indicated, in writing, that work is complete and acceptable.

14. PAYMENT

- 14.1 Traffic Control, LS: Lump sum price includes all labor, material and equipment for developing traffic control plan, providing traffic control in accordance with MUTCD, maintaining traffic control, modification of traffic control as work progresses and removal of traffic control.

PART 2 - SPECIAL CONSTRUCTION

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| 5. CONSTRUCTION LIMITS AND TREE PROTECTION | 10. PAYMENT |

1. GENERAL

- 1.1 Procedures outlined below are not intended to fully cover all special procedures or emergencies which may arise during construction but are offered as an aid to Contractor in planning work; Contractor will cooperate with City and Engineer to minimize inconvenience, construction delays and interruptions to continuous operation of existing sewer system.
- 1.2 Determine location of underground utilities and piping before starting work; locations of underground appurtenances are approximate and not guaranteed by City or Engineer.
- 1.3 Remove and replace all signs, mail boxes and other appurtenances which interfere with construction operations; replace damaged signs at no cost to Owner.
- 1.4 Remove and replace culverts as required for construction; if damaged, replace in kind with new culvert.
- 1.5 Limit construction operations to property, rights-of-way and easements provided by City; provide barricades, lights, signs and detours as necessary to reroute traffic around construction areas.
- 1.6 Arrange with operating utilities for relocation or temporary removal of utilities in conflict with construction and for services needed during construction.
- 1.7 Dispose of materials removed during construction at locations as designated and directed by Owner.
 - 1.7.1 Dispose of waste products containing putrescible materials at approved landfill.

Special Construction

- 1.7.2 Dispose of surfacing, broken concrete or rubble, brush, trees, excess excavated materials or spoil not suitable for backfill at approved landfill unless otherwise directed by Owner.
- 1.8 Notify residents 2 days in advance when construction will disrupt or block access to property.
- 1.9 Remove and replace fencing where required for construction; replace fences as work progresses; keep cleanup concurrent with construction.
- 1.10 Provide snowfence along boundaries of construction area as specified hereinafter and as directed by Owner.
 - 1.10.1 Install snowfence when area is prepared for excavation; install on steel posts with maximum spacing of 8'; maintain until work is completed.
 - 1.10.2 Provide snowfence around all open trenches or open structures when left unattended.
 - 1.10.3 Provide snowfence as necessary to contain livestock; maintain until work is completed and permanent fences have been reinstalled.
- 1.11 Clean up and provide surface restoration as construction progresses.
- 1.12 Submit complete detailed construction procedure schedule after award of contract for planning, scheduling and controlling construction of project.
- 1.13 Contractor will be expected to provide adequate personnel and equipment to perform work within specified time of construction.
- 1.14 If delays in delivery of materials become apparent, notify Owner promptly; take action to accomplish one of the following:
 - 1.14.1 Substitute alternate materials with approval of Owner.
 - 1.14.2 Expedite delivery of materials.
- 1.15 Extensions of contract period will be given consideration upon written request of Contractor; request must include valid supporting data and bonafide reasons for requesting extension; City expects work to be complete and ready for final acceptance within completion time specified.

Special Construction

- 1.16 Maintain reasonable access to properties along route of sewer unless property owners agree to other arrangements and Owner approves; cost of maintaining access is incidental to construction.
- 1.17 In locations where sewer alignment requires removal of lot pins or markers, pins or markers must be replaced by registered professional land surveyor; cost is incidental to construction.

2. COOPERATION WITH OTHERS

- 2.1 Advise all utilities prior to excavating in area where construction might affect underground gas, electrical, telephone or water service.
 - 2.1.1 Advise telephone company of proposed construction schedule as it relates to telephone service.
 - 2.1.2 Advise power company of proposed construction schedule as it relates to electrical service.
 - 2.1.3 Advise gas company of proposed construction schedule as it relates to gas service.
 - 2.1.4 Advise Van Meter of proposed construction schedule as it relates to water service.
 - 2.1.5 Advise cable television company of proposed construction schedule as it relates to cable television service.
- 2.2 Cooperate with State and Federal regulatory agencies in matters under their jurisdiction over construction operations.
- 2.3 Cooperate with local governmental agencies; secure necessary building permits and arrange for inspections at proper time.

3. CONTINUITY OF EXISTING SEWER SYSTEM

- 3.1 Prepare detailed construction procedure schedule after award of contract; show definite and positive action which will be taken to prevent interruption of flow in existing sewer system and to prevent discharge of untreated wastes to other than sanitary sewer system.

Special Construction

3.2 Divert flow in existing sewers to new or existing sanitary sewers as required for new construction.

3.2.1 Provide all equipment, materials and labor for diversion operations.

3.3 Start sewer construction at downstream end and construct upstream; do not activate new sewer or make connection from existing to new sewer until downstream sections of new sewer have been tested and written approval of Engineer is obtained.

3.4 Handling of sewage flow is incidental to construction; include in unit price for new sewer construction.

4. CONSTRUCTION STAKING

4.1 City will provide all necessary construction staking to allow for project construction.

4.2 Contractor responsible for cost of replacing construction stakes damaged by Contractor.

5. CONSTRUCTION LIMITS AND TREE PROTECTION

5.1 The plan drawings show construction limits and specific requirements relative to tree protection and tree removal.

5.2 Contractor responsible to develop and implement construction procedures to comply with requirements relative to tree protection and tree removal and to work within designated construction limits.

6. TREE REMOVAL AND TREE PROTECTION

6.1 Plan drawings include specific requirements relative to tree protection and designate trees allowed for removal.

6.2 Only trees designated for removal may be removed in whole or in part to accommodate construction.

6.3 Trees must be removed from site and disposed of at approvable location; burning, chipping, shredding and burial of trees not allowed.

Special Construction

- 6.4 Contractor responsible to protect all other trees, including trees specifically designated for protection.
- 6.5 Tree removal is incidental to construction. Include cost in unit price for sewer construction.
- 6.6 Tree protection and associated work to protect trees is incidental to construction. Include cost in unit price for sewer construction.
- 6.7 City and property owner reserve the right to remove and use trees marked for removal.

7. EROSION CONTROL

- 7.1 Project will disturb more than 1 acre; General Permit No. 2 from Iowa Department of Natural Resources is required for construction of the project.
- 7.2 Erosion control and permit requirements:
 - 7.2.1 Contractor will be the responsible party for applying for, implementing and complying with a General Permit No. 2 for stormwater discharge for the construction activities associated with this project. Contractor shall be the permittee and solely responsible for compliance and costs associated therewith, including those specifically referenced herein. Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan.
 - 7.2.2 Contractor responsible to retain or engage persons knowledgeable in the preparation of a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan shall be prepared in a manner that complies with all applicable requirements.
 - 7.2.3 Contractor will be the responsible party for publishing notice in newspapers as required for General Permit No. 2. The contractor will be the responsible party for preparing and submitting Notice of Intent to the Iowa Department of Natural Resources for General Permit No. 2. Contractor responsible to pay all fees and costs associated with preparation of the Storm Water Pollution Prevention Plan, Publication of notice and filing of Notice of Intent for coverage under General Permit No. 2.

Special Construction

- 7.2.4 Contractor will be responsible party for implementation and monitoring of compliance with Storm Water Pollution Prevention Plan requirements and General Permit No. 2.
- 7.2.5 Contractor responsible party for filing of Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of the permit.
- 7.2.6 Contractor will be responsible party for all fees and fines associated with the permit and permit violations.
- 7.2.7 Contractor will be responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspections and monitoring required by the permit.
- 7.2.8 Contractor will become the permittee. Contractor must identify which contracting entity will be responsible for each portion of the Storm Water Pollution Prevention Plan and maintain the site in compliance with the Pollution Prevention Plan and NPDES Permit.
- 7.2.9 All subcontractors must sign the NPDES certification statement before conducting any work at the site. The certification must be signed in accordance with the signatory requirements found in the general permit and must be incorporated in the Storm Water Pollution Prevention Plan.
- 7.2.10 In the event the Iowa Department of Natural Resources considers the City of Van Meter to be the permittee or the co-permittee, the contractor agrees to indemnify and hold harmless the City of West Des Moines for all issues and activities relating to the Storm Water Pollution Prevention Plan and permit including, but not limited to, fines and penalties.
- 7.2.11 Contractor must submit Storm Water Pollution Prevention Plan and documentation relating to General Permit No. 2 to the City of West Des Moines. The City may review and require modification of said plan and documentation, but is not required to do so by this contract or by law.
- 7.2.12 Contractor responsible to develop phasing and staging plans for implementation of Storm Water Pollution Prevention Plan.
- 7.2.13 The City of West Des Moines will not be responsible for maintenance or inspection of erosion control facilities or other activities or devices identified under the Storm Water Pollution Prevention Plan.

Special Construction

7.2.14 Contractor responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction; notice to proceed for construction will not be issued until all General Permit No. 2 requirements have been met; no extension of time for completion of construction will be granted for failure to timely meet requirements of General Permit No. 2.

7.3 Include all costs associated with preparation, implementation and monitoring of Storm Water Pollution Prevention Plan and all necessary pollution control measures to be constructed and maintained by the contractor in the lump sum price for erosion control.

8. FENCE REMOVAL AND REPLACEMENT

8.1 Contractor responsible to carefully remove fence in conflict with construction.

8.2 Notify property owner 5 days in advance of scheduled removal of fence.

8.3 Following completion of sewer construction replace fence removed for construction provide replacement fence comparable to condition before removal.

8.4 Replace fence at existing location unless City notifies Contractor to replace fence at alternative location.

8.5 Cost for removal and replacement of all fences is incidental to construction.

9. RIP-RAP

9.1 Place rip-rap where shown on plans; place rip-rap 18" deep, or as directed by Engineer.

9.2 Material: sieved, reasonably well graded rock; maximum weight of one piece: 400 lbs.; minimum weight: 50 lbs.; maximum percentage of wear: 45% in accordance with AASHTO T-96; Class A revetment.

9.3 Place over 6" filter of stabilizing material; stabilizing material under rip-rap is incidental to rip-rap; include cost in unit price for rip-rap.

10. PAYMENT

- 10.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.
- 10.2 Erosion Control, LS: Lump sum price includes all labor, material and equipment to implement and undertake requirements for erosion control including, but not limited to, development of Storm Water Pollution Prevention Plan, obtaining General Permit No. 2, installation and maintaining of erosion control measures, monitoring and reporting of erosion control, modifications of plans and devices as required to meet permit requirements, removal of erosion control devices and reporting of discontinuance.
- 10.3 Rip-Rap, Tons: Unit price includes full compensation for labor, materials and equipment necessary to place rip-rap at locations shown on plans.
 - 10.3.1 Quantity of rip-rap placed will be based on rip-rap placed 18" thick over filter for length and width limits shown on plans or as directed by Engineer.
 - 10.3.2 Conversion from volume to weight measure for rip-rap will be based on 100 lbs. per cubic foot of rip-rap; stone filter is incidental to construction.

PART 3 - EXCAVATION AND BACKFILL

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1. GENERAL

- 1.1 Excavate all materials encountered to depth indicated or specified; comply with safety rules of the state and federal governments.
- 1.2 Schedule work to keep streets, roads and utilities in usable condition; avoid inconvenience to property owners insofar as practicable during construction.
- 1.3 Remove, replace and repair items such as fences, culverts, signs, clotheslines, hanging wires, shrubbery, flowers, trees and other obstructions to accommodate construction equipment or to facilitate excavation.
- 1.4 Remove trees, plantings and shrubbery where shown on plans; remove other plantings only with written authorization of Engineer; any plantings removed or damaged for convenience of Contractor: replace with equal plantings at no cost to Owner.
- 1.5 Pile excavated material suitable for backfill in an orderly manner sufficient distance back from edge of excavation to avoid slides or cave-ins; 2' minimum clear distance; cast dirt as directed by Engineer.
- 1.6 Remove soil not suitable for backfill; waste at disposal area designated by Engineer; removal is incidental to construction; include cost in unit price for sewer construction.
- 1.7 Where new work crosses existing utilities or utility services, excavate in advance of pipe laying; determine crossing arrangement including exact construction line and grade.

- 1.8 Excavate in open cut under existing streets, utilities and structures except as noted on plans or as modified by Engineer.
- 1.9 Reference to percent maximum density shall mean a soil density not less than the stated percent of maximum density for soil as determined by ASTM D698 Moisture-Density Relations of Soils, using 5.5-lb. Rammer and 12-in. Drop (Standard Proctor Method).
- 1.10 Provide temporary culverts as required for creek crossings; do not restrict stream flow or cause flooding; restore area to original condition after construction.

2. DEFINITIONS

- 2.1 Earth: all materials, including clay, silt, sand, gravel, hardpan, disintegrated shale, shale, limestone, rock, debris, junk, brick, loose stones and boulders.

3. TRENCH EXCAVATION

- 3.1 Keep width of trench as narrow as possible and still provide adequate room for backfill and jointing.
- 3.2 Keep sides of trench as nearly vertical as practical; maintain vertical walls of excavation below top of pipe.
- 3.3 Maximum desirable width of trench at top of pipe: as shown on Standard Drawings.
- 3.4 If trench at top of pipe exceeds that shown on Standard Drawings provide higher type bedding at no cost to Owner.
- 3.5 Bottom of sewer trench:
 - 3.5.1 Bedding for lined reinforced concrete pipe: Class C Bedding - Granular Type 1 as shown on Standard Drawings.
 - 3.5.2 Bedding for ductile iron pipe: Class C, Type 1 as shown on Standard Drawings.
 - 3.5.3 Bedding for reinforced concrete culvert pipe: Class C Bedding - Shaped Trench Bottom, Type 1 as shown on Standard Drawings.

- 3.5.4 Bedding for field drain lines: Class C, Type 1 as shown on Standard Drawings.
- 3.5.5 Excavate full depth by machine; place pipe bedding in bottom of trench.
- 3.5.6 Pipe bedding: sharp, clean crushed stone; comply with following gradation, dependent upon pipe diameter:

Sieve	Pipe Diameter	
	8" - 18" % Passing	Over 18" % Passing
1-1/2"		100
1"	100	95-100
3/4"	80-95	35-70
1/2"	50-60	25-50
3/8"	20-40	10-30
No. 4	0-5	0-5

- 3.5.6.1 Engineer may authorize change in gradation subject to bedding material available locally at time of construction.
- 3.5.7 Compact bedding by rodding or slicing with shovel.
- 3.5.8 Provide bell holes at each pipe joint in pipe bedding; provide access around circumference of pipe for proper jointing.
- 3.5.9 Pipe bedding incidental to construction; include cost in unit price for Sewer Pipe in Place.
- 3.5.10 Trench excavated below required grade: backfill to property elevation with pipe bedding, as specified, at no cost to Owner.
- 3.5.11 Where hand shaped trench bottom is shown on plans:
 - 3.5.11.1 Delete pipe bedding material.

Excavation and Backfill

- 3.5.11.2 Hand shape to provide uniform bearing and support for full length of pipe barrel against undisturbed earth for at least 1/4 circumference.
- 3.5.11.3 Provide suitable bell holes at each pipe joint after bottom of trench has been graded.

3.6 When unstable material is encountered which may not provide a suitable foundation for pipe:

- 3.6.1 Notify City immediately.
- 3.6.2 City will investigate questionable material to determine its suitability for pipe foundation.
- 3.6.3 If material is considered unsuitable for foundations, Engineer will specify and authorize remedial measures in writing.
- 3.6.4 If removal of unsuitable material is authorized:
 - 3.6.4.1 Replace with stabilizing material.
 - 3.6.4.2 Stabilizing material: sharp, clean crushed stone; comply with following gradation:

Sieve	Passing
2-1/2"	100
2"	90-100
1-1/2"	35-70
1"	0-15
1/2	0-5
 - 3.6.4.3 Place pipe bedding on top of stabilizing material.
 - 3.6.4.4 Authorized overexcavation and stabilizing material will be paid for as Stabilizing Material.
- 3.6.5 Authorized remedial measures not covered by contract unit prices will be paid for as Extra Work.

- 3.7 Excavate by hand:
 - 3.7.1 Under tree roots 3" and larger.
 - 3.7.2 Under and around utilities.
 - 3.7.3 Where overhead clearance prevents use of machine.
 - 3.7.4 To protect trees and shrubs where shown on plans.
- 3.8 Trenches in garden areas, parkings, lawns, street rights-of-way, pastures and farm fields:
 - 3.8.1 Remove top 24" of topsoil and store in segregated stockpiles for backfill prior to trench excavation.

4. SHEETING, SHORING AND BRACING

- 4.1 Construct tight sheeting, shoring and bracing to hold walls of excavation where shown on plans or at other locations, to provide safety for workmen, to protect existing utilities or structures or to permit construction in the dry.
- 4.2 Leave in place all sheeting below a level 2' over top of pipe if pulling of sheeting disturbs pipe.
- 4.3 Leave sheeting and shoring in place above 2' over top of pipe when removal, in the opinion of Engineer, might damage new pipe, existing utilities or structures.
- 4.4 Contractor may be required to install sheeting by regulatory agencies when not required by Owner or Engineer; in such case, Owner will only pay for sheeting left in place, as directed by Engineer.
- 4.5 Sheeting paid for as MFBM (1,000 feet board measure); if steel sheeting is used, Contractor will be paid based on comparable square footage of wood sheeting requirements using 3" thick lumber.

5. DEWATERING

- 5.1 Do all work in dry; obtain Engineer's approval on methods of dewatering.
- 5.2 Provide for handling of water encountered during construction.

- 5.3 Lay no pipe in or pour no concrete on excessively wet soil.
- 5.4 Prevent surface water from flowing into excavation; remove water as it accumulates.
- 5.5 Divert stream flow away from areas of construction.
- 5.6 Do no pump water onto adjacent property.
- 5.7 Dewatering is incidental to construction; include cost in appropriate unit cost.

6. EXISTING UTILITIES

- 6.1 Locations of utility lines, mains, cables and appurtenances are in accordance with information provided by utility companies and from records of City; confirm locations of underground utilities by excavating ahead of work; Contractor fully responsible for damage to utilities during construction.
- 6.2 Conflicting utilities not shown on plans, except services: notify Engineer immediately.
- 6.3 Utility services are not generally shown on plans; protect services during construction.
 - 6.3.1 If gas services are in direct conflict with line and/or grade of new pipe, allow gas company to remove and replace service at no cost to Contractor; if Contractor wants other gas services removed, make own arrangements with gas company.
 - 6.3.2 Cut water services only if they conflict with line and grade of new work; if services are cut, use hose or other flexible connector to maintain service while new work is installed; reinstall permanent service use 3/4" copper service pipe; handling of services is incidental to construction.
 - 6.3.3 Maintain sanitary sewer services without damage; if services conflict with line and grade of new work, re-lay service as required; re-laying sewer service will be paid for as Extra Work; replacement of services because of breakage due to carelessness of Contractor or for his convenience is incidental to construction.

Excavation and Backfill

- 6.4 Water main and sanitary sewer conflicts: notify Owner and Engineer immediately; provide all necessary shut-down, repair and relocation where conflicts occur; furnish labor, equipment, pipe and fittings; repair and relocation will be paid for as Extra Work; when broken due to carelessness, repair is incidental to construction.
- 6.5 Utility lines, poles and appurtenances, except water mains and sewer lines in direct conflict with line and grade of work will be relocated by utility company before or during construction at no expense to Contractor unless plans direct Contractor to perform work; Owner will advise utility companies of lines, poles and appurtenances to be moved after award of contract; cooperate with utility companies in relocation of lines, poles and appurtenances.
- 6.6 Support and protect, by timbers or other means, all utility pipes, conduits, poles, wires and other apparatus not to be moved; protective measures subject to approval of Engineer.
- 6.7 No utility or utility service will be moved to accommodate equipment, method of operation or for convenience of Contractor when utility or utility services does not conflict directly with line and grade of work; arrange with utility company for relocation with approval of new location by Owner and Engineer; relocation is incidental to construction.

7. SURFACING REMOVAL

- 7.1 Remove existing street, road, sidewalk and driveway surfacing, minimum of 1' outside edge of trench where open cut construction is specified; see plans for designation of surfacing.
 - 7.1.1 Remove on lines approximately parallel or perpendicular to centerline of trench.
 - 7.1.2 Cut vertically and horizontally on straight lines; saw cut full depth of surfacing.
 - 7.1.3 Portland cement concrete pavement: remove to nearest joint or as directed by City; cut steel as necessary.

Excavation and Backfill

- 7.1.4 If remaining surfacing along saw cut line becomes cracked or broken during construction, provide additional saw cuts, surface removal and surface replacement as directed by Engineer at no cost to Owner.
 - 7.2 Dispose of waste material at disposal area approved by Engineer.
 - 7.3 Surfacing removal is incidental to construction; include cost in applicable unit price.
8. TRENCH BACKFILL
- 8.1 Backfill trench immediately after Engineer has recorded location of connections and appurtenances and testing has been completed, or at Engineer's direction.
 - 8.2 Allow no more than 200' of trench to be open at one time; construct manholes and appurtenances and backfill as work progresses.
 - 8.3 Backfill with material excavated from trench except where sand or compacted road stone backfill is specified and as noted hereafter; use no large stones, large clods, organic matter, rubbish, frozen or unsuitable materials, in backfill.
 - 8.4 Backfill simultaneously on both sides of pipe to prevent displacement.
 - 8.5 Use compacted backfill in all current and future street right-of-way, driveways and where designated on plans.
 - 8.5.1 Carefully hand place and compact suitable backfill to 1' over top of pipe.
 - 8.5.2 Continue backfill operation with excavated material placed in layers not to exceed 12" up to subgrade surface in surfaced areas and 24" below required ground surface in unsurfaced areas; moisten as required; compact to 95% maximum density, moisture level between -1% and +4% of optimum moisture.
 - 8.5.3 Fill upper 12" of trench in unsurfaced areas with topsoil; match surrounding ground surface; compact to 85% maximum density.
 - 8.5.4 Future street right-of-way shown on plans requires compacted backfill.

Excavation and Backfill

- 8.6 Use ordinary backfill at all other locations.
 - 8.6.1 Carefully hand place and compact suitable backfill to 1' over top of pipe.
 - 8.6.2 Continue backfill operation with excavated material placed in layers not to exceed 12" up to subgrade surface in surfaced areas and 24" below required ground surface in unsurfaced areas; moisten as required; compact to 90% maximum density, moisture level between -1% and +7% of optimum moisture.
 - 8.6.3 Fill upper 12" of trench in unsurfaced areas with topsoil; match surrounding ground surface; compact to 85% maximum density.
- 8.7 New line below existing water, sewer, or gas main: backfill under existing water, sewer, or gas main with sand; compact to 95% maximum density; length of sand backfill at elevation of existing utility: equal to depth of excavation below utility; sand backfill is incidental to sewer construction.
- 8.7 If removal of sheeting disturbs compacted backfill, recompact backfill to comply with specifications.
- 8.9 Use stabilizing material for backfill where shown on plans.
 - 8.9.1 Payment will be made for quantity of stabilizing material shown on plans.
- 8.10 If settlement of any trench occurs within period of guarantee and bond: refill, compact, level off and restore surfacing.

9. SURFACE RESTORATION

- 9.1 Parkings, lawns, street rights-of-way, pastures and farm fields: replace 24" of topsoil removed during excavation.
- 9.2 Trees removed because of conflict with alignment of pipe shall not be replaced, except where shown on plans.
- 9.3 Grade tops of trenches to smooth, uniform lines without large lumps, clods or debris.

Excavation and Backfill

- 9.4 Dispose of all brush and rubbish as directed by Engineer.
- 9.5 Seed all areas disturbed by Contractor. Seeding in accordance with requirements of SUDAS .
 - 9.5.1 Seed lawn areas with SUDAS Type 1 seed.
 - 9.5.2 Seed other areas with SUDAS Type 2 seed.
- 9.6 Water seeded area sufficiently to saturate seed bed.
- 9.7 Contractor is responsible for turning over to Owner full stand of grass; replant or redevelop bare spots or areas which do not attain a full stand during first growing season.

10. GRANULAR SURFACING

- 10.1 Use Class A Roadstone, comply with requirements of IDOT Standard Specifications.
- 10.2 Place roadstone 6 inches thick unless otherwise shown on plans.

11. EXISTING STORM SEWERS AND WATER MAINS

- 11.1 Plan drawings illustrate location of existing storm sewer and water main in vicinity of new sanitary sewer; information is taken from available records.
- 11.2 Contractor responsible to confirm location and elevation of storm sewer, water main and other utilities in area of open cut construction; confirmation shall be in advance of pipe laying reaching location of utility; if conflict is identified notify City immediately.
- 11.3 Location of water mains is taken from best available information; Contractor responsible to carefully locate water main in advance of pipe laying.

12. PAYMENT

- 12.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

Excavation and Backfill

- 12.2 Granular Surfacing: Tons: Unit price includes all labor, materials, equipment and incidentals necessary to complete work required for placement of Class A Roadstone.
- 12.3 Seeding, Acre: Unit price includes furnishing all materials and labor to disc entire site, remove debris/rocks and backfill all paved edges, prepared seed bed, fertilize, seed, mulch and perform other miscellaneous related work.

PART 4 - SANITARY SEWER PIPES AND STRUCTURES

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1. PIPE MATERIALS

- 1.1 Truss pipe (TP): ASTM D2680 composite wall construction, pvc thermoplastic double wall; use for sanitary sewers 15" in diameter and smaller.
- 1.2 Ductile iron pipe (DI): AWWA C150, manufactured in accordance with AWWA C151; minimum wall thickness: Class 52; standard thickness cement-mortar lining, AWWA C104; coat outside of pipe with standard coating.
 - 1.2.1 Use elastomeric gasketed push-on joints, AWWA C111; use restrained or locked joints on fittings and adjacent to downward, vertical bends.
 - 1.2.1.1 In areas of contaminated soil use petroleum resistant gaskets.
 - 1.2.2 Shipment and storage: do not telescope small pipe inside larger pipe for shipment or storage.
 - 1.2.3 Pipe with damage to cement mortar lining will be rejected; field patching not permitted except on cut pipe.
- 1.3 Corrugated metal pipe (CMP): helically corrugated, 16 gauge, galvanized, AASHTO M36; use where shown on plans; provide flared end sections.

2. PIPE JOINTS

- 2.1 Truss pipe: gasketed joint; ASTM D2680.
- 2.2 Ductile iron pipe: use elastomeric gasketed push-on joints, AWWA C111; use restrained or locked joints on fittings and adjacent to downward, vertical bends.

2.3 Corrugated metal pipe (CMP): bands with bolts and lugs.

3. JOINT PROTECTION AND INSPECTION

3.1 Carefully protect joints from injury while handling and storing pipe.

3.2 Use no deformed, gouged or otherwise impaired joints.

3.3 Clean bell and spigot surface of dirt and foreign matter before jointing pipe.

3.4 Make joints in strict accordance with manufacturer's recommendations.

4. SEWER PIPE INSTALLATION

4.1 Before laying pipe, verify all measurements at site; make necessary field measurements to accurately determine sewer make-up lengths or closures.

4.2 Begin at lowest point in line; lay groove or bell ends pointing upstream.

4.3 Keep pipe free of all dirt and foreign material.

4.4 Use no defective pipe; check each length for defects and hairline cracks at ends prior to lowering into trench.

4.5 Repair damaged reinforced concrete pipe lining; apply by brush as recommended by manufacturer.

4.6 Lower pipe carefully into trench; lay true to line and grade.

4.7 Provide a smooth and uniform invert; bear spigots against bell shoulders.

4.8 Pull joints together with equipment recommended by pipe manufacturer; do not use backhoe to push joints together.

4.9 Line and grade:

4.9.1 Provide, install and operate laser light equipment for line and grade control.

4.9.1.1 Provide and install detection equipment to constantly monitor laser light to prevent movement or drift of light from line and grade.

4.9.2 Check line and grade of each pipe with laser light; check grade with surveyor's level 50' upstream of manhole and minimum once per day to check laser light.

4.10 Continuously check alignment of sewer by flashing light between manholes or between last piece of pipe laid and opening at downstream manhole; correct misalignment, displacement or otherwise defective sewer at Contractor's expense.

5. WATER MAIN CONFLICTS

5.1 Where new sewer parallels existing water main with less than 10' lateral separation, and top (crown) of sewer is less than 18" below bottom (invert) of water main notify Engineer immediately.

5.2 Sewers with less than 10' lateral clearance and top of sewer less than 18" below bottom of water main: use ductile iron pipe for sewer, maintain minimum 3' lateral clearance; pressure test sewer at 30 psi for 1 hour to assure watertightness before backfilling.

5.3 Where new sewer crosses over water main or service or where top of sewer is within 18" of bottom of water main or service; provide 20' length of ductile iron pipe for sewer centered at the water main; backfill trench with low permeability soil for 20' length centered on crossing.

5.4 Provide all necessary shut-down, repair and relocation of water mains where conflicts occur; furnish labor, equipment, pipe and fittings; repair and relocation will be paid for as Extra Work; when broken due to carelessness, repair is incidental to construction.

6. MANHOLES

- 6.1 Construct manholes in accordance with Statewide Urban Standard Specifications Type SW-301 and SW-303 as designated on plans.
 - 6.1.1 Use Type SW-301 manhole when pipe is laid through manhole.
 - 6.1.1.1 Use for Manhole 2 through Manhole 10.
 - 6.1.2 Use Type SW-303 manhole when pipe is not laid continuously through manhole. Use Type SW-303 to join pipe at discontinuous pipe laying reaches.
 - 6.1.2.1 Use for Manhole 1.
- 6.2 Provide steps.
- 6.3 Manhole castings:
 - 6.3.1 SUDAS Type A:
 - 6.3.1.1 Use for Manhole 2, Manhole 3 and Manhole 7.
 - 6.3.2 SUDAS Type C:
 - 6.3.2.1 Use for all manholes except Manhole 2, Manhole 3 and Manhole 7.
- 6.4 Install exterior chimney seals on all manholes.

7. TESTS FOR GRAVITY SEWERS

- 7.1 Allowable leakage test shall be completed prior to activation of sewer.
- 7.2 Allowable leakage - sewer:
 - 7.2.1 Maximum allowable infiltration or exfiltration for any new sanitary sewer section, including all manholes is 200 gallons per inch of diameter per mile of pipe per day; manholes may be tested separately.

7.3 Leakage test - sewer:

7.3.1 Conduct all infiltration and exfiltration tests after backfill for sewer line and manholes is complete; test sewer lines by low pressure air testing; ASTM C924 and as specified herein.

7.3.1.1 Isolate and test all sections of pipe between manholes.

7.3.1.2 Install plugs in accordance with manufacturer's recommendations; allow no one in manholes during testing.

7.3.1.3 Wet line by flushing to produce consistent results.

7.3.1.4 Plug and brace all stoppers to resist test pressure.

7.3.1.5 Determine the test duration for the section under test from Table No. 1; interpolate test duration as required.

Table No. 1

<u>Size Pipe</u> (In.)	<u>For Pipe Length</u> <u>Test Period Duration (min.)</u>				
	<u>100'</u>	<u>200'</u>	<u>300'</u>	<u>400'</u>	<u>500'</u>
8	1.2	2.4	3.6	4.8	6.0
10	1.5	3.0	4.5	6.0	7.5
12	1.8	3.6	5.4	7.2	9.0
15	2.1	4.2	6.3	8.4	10.5
18	2.4	4.8	7.2	9.6	12.0

The pressure holding time is based on an average holding pressure of 3 psi gauge or a drop from 3.5 psi to 2.5 psi gauge.

7.3.1.6 Add air to the line segment being tested until the internal air pressure of the sewer line is raised to approximately 4.0 psi gauge greater than the average back pressure of any groundwater that may be over the top of the pipe; at least 2 min. shall be allowed for the air pressure to stabilize.

Sanitary Sewer Pipes and Structures

- 7.3.1.7 When the pressure has stabilized and is at or above the starting test pressure of 3.5 psi gauge, commence the test; record the drop in pressure for the test period; if the pressure has dropped more than 1.0 psi gauge during the test period as per Table No. 1, the line is presumed to have failed; test may be discontinued when the prescribed test time has been completed, even though the 1.0 psi gauge drop has not occurred.
- 7.3.1.8 In areas of known groundwater above the pipe section being tested, the total height in water in feet above the pipe shall be divided by 2.31 to establish the pounds in pressure (psi gauge) that will be added to all readings; for example, if the height of water is 5' then the added pressure will be 2.2 psi gauge. This increases the 3.5 psi gauge to 5.7 psi gauge and the 2.5 psi gauge to 4.7 psi gauge; allowable drop of 1.0 psi and the timing remain the same; do not exceed 6.0 psi pressure.
- 7.3.2 Engineer may require water testing of sewers if results of air testing are unsatisfactory or indefinite.
 - 7.3.2.1 Test sewers at infiltration test manholes designated by Engineer.
 - 7.3.2.2 Line infiltration test using weir: cover crown of pipe with minimum 2' of water at highest point in section being tested; maintain test head for not less than 24 hours before weir measurement is made; measure infiltration by means of V-notch weir located in downstream manhole; cap or plug all service connections and stubs to prevent entrance of groundwater into line at these connections.

Sanitary Sewer Pipes and Structures

7.3.2.3 Line exfiltration test: close inlet of upstream and downstream manholes with watertight bulkheads; fill sewer and upstream manhole with water until elevation of water in upstream manhole is 2' higher than top of pipe in line being tested, or 2' above existing groundwater in trench, whichever is higher elevation; measure exfiltration by determining amount of water required to maintain initial water elevation for 1 hour from start of test; if average head above section being tested exceeds 2', allowable leakage can be increased by 5% for each additional foot of head; this test is preferable for dry areas where groundwater head over pipe does not exist at time of test.

7.3.3 Manhole exfiltration test:

7.3.3.1 Plug inlet and outlet of manhole and fill manhole to depth used in testing line; allow water to stand 1 hour and refill to original elevation; after specific time, usually 15 min. to 1 hour, record difference in elevation and convert into gallons per hour lost through manhole leakage.

7.3.3.2 To get actual line exfiltration subtract manhole loss from loss determined during line exfiltration test.

7.4 Deflection test - sanitary sewer:

7.4.1 Truss pipe: provide deflection test 30 days after backfill of trench is completed; maximum allowable deflection: 5%.

7.4.2 Run rigid ball or mandrel without mechanical pulling device through pvc truss pipe and profile wall pipe sewer; diameter of ball or mandrel equal to 95% of inside pipe diameter.

8. VIDEO INSPECTION

8.1 Provide final inspection of completed project by closed circuit video inspection; provide report and video recording in digital format to Owner; if defects are found by TV inspection, correct to conform to specifications; cost of repair or reconstruction at expense of Contractor. Comply with current requirements of City for format of report and digital files.

9. CONNECTION TO EXISTING SYSTEM

- 9.1 Contractor responsible to make connections to existing manholes at upstream end and downstream end of project.
- 9.2 Contractor responsible to continue invert of existing sewer at upstream and downstream end of project; notify City of actual elevation of pipe and manhole at connections to existing system; City will provide adjustment of pipe elevation and slope of sewer required based on actual elevations of existing sewer.

10. SERVICE WYE

- 10.1 Install premanufactured service wye at locations designated on plan.
- 10.2 Place plug in end of service wye.
- 10.3 Clearly mark location of service wye with wooden stake or other approved means.
- 10.4 Allow Engineer to measure coordinates of service wye before backfill.

11. PAYMENT

- 11.1 No separate payment will be made for work covered in this part of the specifications except as set forth below. Contract unit prices include all costs for each item of work.
- 11.2 Sanitary Sewer, LF:
 - 11.2.1 Unit price includes furnishing pipe, handling, laying, pipe bedding, materials, trench excavation, dewatering, connections between dissimilar pipes, connections to existing system; sheeting, shoring and bracing, backfilling, testing and miscellaneous associated work.
 - 11.2.2 Length will be measured along centerline of pipe with no deduction for manholes.
- 11.3 Manhole, Ea.: Unit price includes furnishing, installing, excavating, concrete, frame and cover, steps, connections of or to existing sewers, backfill and miscellaneous associated work for manholes.

Sanitary Sewer Pipes and Structures

- 11.4 Video Inspection, LF: Unit price includes labor, material and equipment to provide video inspection including documentation as required by Statewide Urban Standard Specifications and City of Van Meter.
- 11.5 Service Wye, Ea: Unit price includes the additional labor, material and equipment to provide and place a service wye. Unit price for service wye is paid in addition to the unit price for sanitary sewer pipe in place.

Sewer Pipe Bedding Requirements

- 1.5 Bedding for CMP: Granular Type II.
 - 1.6 Bedding for DI or pvc force main: AWWA C151, Type I; flat trench bottom with no granular material.
 - 1.7 Bedding for truss pipe: lay pipe on 6" deep pipe bedding material; fill around pipe full width of trench to 12" over top of pipe with bedding material; compact all bedding material by vibration.
2. PAYMENT
- 2.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

PART 6 - CONCRETE

INDEX

- | | |
|--|------------------------|
| 1. WORK INCLUDED | 5. FINISHING |
| 2. CONCRETE MATERIALS | 6. VAPOR BARRIER |
| 3. CONCRETE QUALITY | 7. CONCRETE ENCASEMENT |
| 4. MIXING, PLACING, PROTECTING
AND CURING | 8. PAYMENT |

1. WORK INCLUDED

- 1.1 All concrete placed on project site except as specified hereinbefore.
- 1.2 Concrete for pavement and precast items is covered in other parts of the specifications.

2. CONCRETE MATERIALS

- 2.1 Portland cement: ASTM C150, Type I.
- 2.2 Aggregates: strong, durable, uniformly grades mineral grains conforming with ASTM C33; coarse aggregate: crushed limestone, size range: 1" to No. 4 sieve.
- 2.3 Storage:
 - 2.3.1 Cement: keep clean, dry and free from weather damage.
 - 2.3.2 Aggregates: stockpile each gradation separately on clean, non-contaminating surfaces.
- 2.4. Water: clean and free from injurious materials.
- 2.5 Admixtures: clean and free from injurious materials.
 - 2.5.1 Plasticizing material: pozzolan, ASTM C494; maintain cement content specified.
 - 2.5.2 Non-shrink: Master Builders Company, Embeco, or equal.
 - 2.5.3 Air entraining: ASTM C175, Type 1A.

3. CONCRETE QUALITY

	<u>Class A</u>	<u>Class B</u>
3.1 Minimum compressive strength: psi at 28 days	4,000	2,500
3.2 Water-cement ratio: gallons per sack, maximum, including water in aggregates	6-1/2	7-1/4
3.3 Cement content: sacks per cubic yard, minimum	6	4-1/2
3.4 Admixtures: per manufacturer's recommendations.		
3.5 Concrete mix: meet approval of Engineer.		
3.6 Use Class A concrete unless shown or specified otherwise.		
3.7 Slump: 2" to 4", measure according to ASTM C143.		
3.8 Air entrainment: use for all concrete: 5% to 7%, measure in accordance with ASTM C231.		

4. MIXING, PLACING, PROTECTING AND CURING

- 4.1 Provide accurate control for measuring materials.
- 4.2 Mix until mass is homogeneous and uniform in color.
- 4.3 Ready-mixed concrete: conform with specifications and with ASTM C94.
- 4.4 Clean and dampen forms, reinforcing steel and embedded items; transfer concrete promptly from mixer to forms; thoroughly compact by tamping or vibrating.
- 4.5 Prevent segregation during placing; do not drop concrete more than 5'.
- 4.6 Place concrete continuously in each section until complete; permit not more than 30 min. between depositing adjacent layers of concrete within each section.
- 4.7 Thoroughly compact, puddle and vibrate concrete into corners and around reinforcing and embedded items.

- 4.8 Place sections of concrete in sequence which eliminates effect of shrinkage to greatest extent practicable.
- 4.9 Immediately after finishing or stripping forms, apply continuous cover of polyethylene film; thickness: 4 mil; minimum lap: 6".
 - 4.9.1 Keep film in place for 7 days.
- 4.10 Maintain concrete temperature between 60°F. and 90°F. when placing and not less than 50°F. for 72 hours after placing.
- 4.11 Place concrete footings and slabs on clean, undamaged vapor barrier.

5. FINISHING

- 5.1 Patching:
 - 5.1.1 Chip out honeycomb to sound concrete.
 - 5.1.2 Fill with patching mortar: one part portland cement, 3 parts sand.
 - 5.1.3 Fill holes left by form ties with patching mortar.
 - 5.1.4 Where existing concrete has been removed, patch uneven surfaces with patching mortar.
- 5.2 Surfaces: float to uniform with cork float; use edger on exposed edges.

6. VAPOR BARRIER

- 6.1 Place polyethylene film beneath all cast-in-place concrete footings and slabs.
- 6.2 Minimum thickness: 4 mil; minimum lap: 6".

7. CONCRETE ENCASEMENT

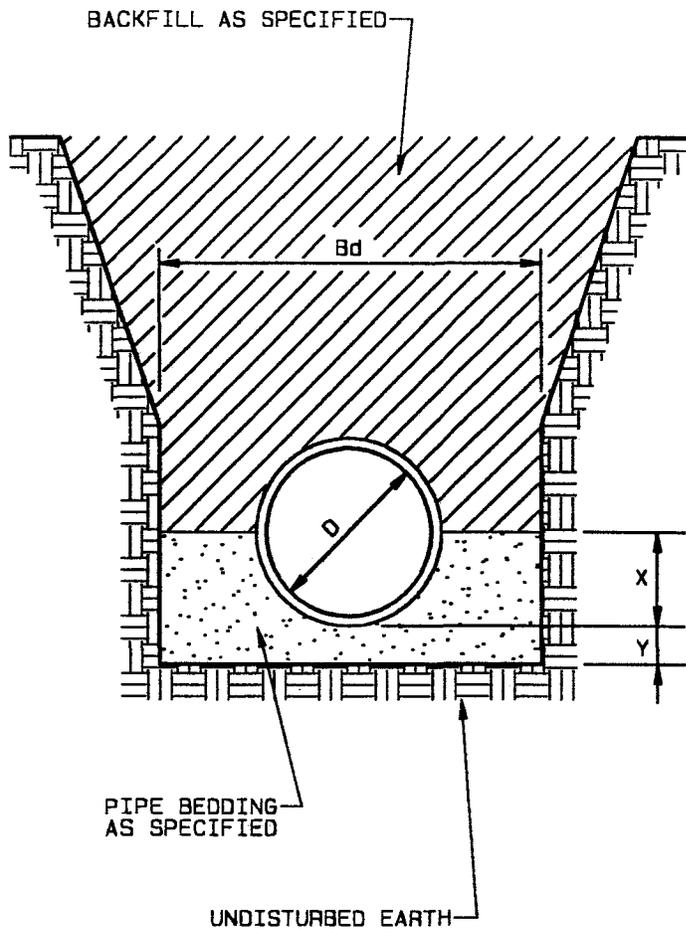
- 7.1 Install concrete encasement where shown on plan drawings.
- 7.2 Minimum width of top of concrete encasement 3'.
- 7.3 Minimum thickness of concrete below pipe; 12".

Concrete

- 7.4 If top of pipe is less than 12" below flow line of stream extend concrete encasement to flow line of stream.
- 7.5 If top of pipe is more than 12" below the flow line of the stream install minimum 6" concrete over top of pipe. Place rip-rap over top of encasement to stream flow line.

8. PAYMENT

- 8.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.
- 8.2 Concrete Encasement, LF: Unit price for concrete encasement includes all material, labor and equipment to provide and place concrete encasement. Unit price for concrete encasement is in addition to unit price for pipe in place. Where encasement is designated on plans contractor paid for both sanitary pipe in place and concrete in encasement.



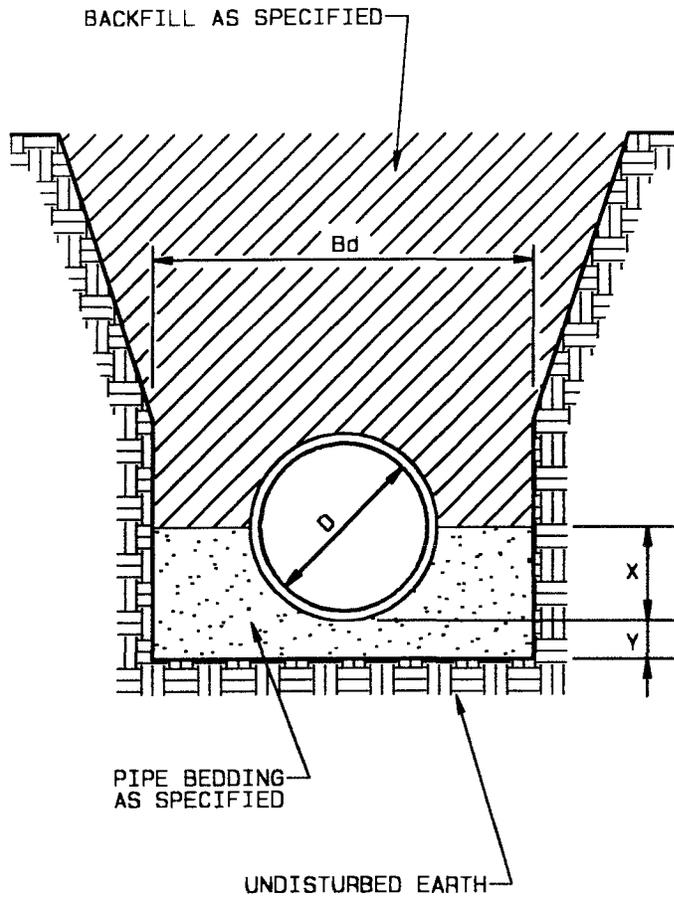
D (INCHES)	Bd (FEET & INCHES)	X (INCHES)	Y (INCHES)
4	2-0	2	4
6	2-0	3	4
8	2-3	3	4
10	2-3	4	4
12	2-3	5	4
15	2-9	6	4
18	3-0	7	5
21	3-3	8	6
24	3-6	9	6
27	4-0	10	7
30	4-3	11	8
36	4-9	13	9
42	5-6	15	10
48	6-3	17	12
54	7-0	20	14
60	7-9	22	15
66	8-6	24	15
72	9-3	26	15
78	10-0	28	15
84	10-9	30	15
90	11-6	32	15
96	12-0	34	15

NOTES

1. EXCAVATED MATERIAL FOR BACKFILL, WHEN SPECIFIED: FINELY DIVIDED MATERIAL FREE FROM DEBRIS, STONES, ORGANIC MATTER OR FROZEN LUMPS; PIPE BEDDING OR SAND MAY BE USED AS SUBSTITUTE.
2. Bd = STANDARD TRENCH WIDTH AT TOP OF PIPE.
3. SEE SPECIFICATIONS FOR LIMITATIONS ON USE OF THIS TYPE OF BEDDING.
4. LOAD FACTOR: 1.5



CLASS C BEDDING - GRANULAR
STANDARD BEDDING
TYPE I



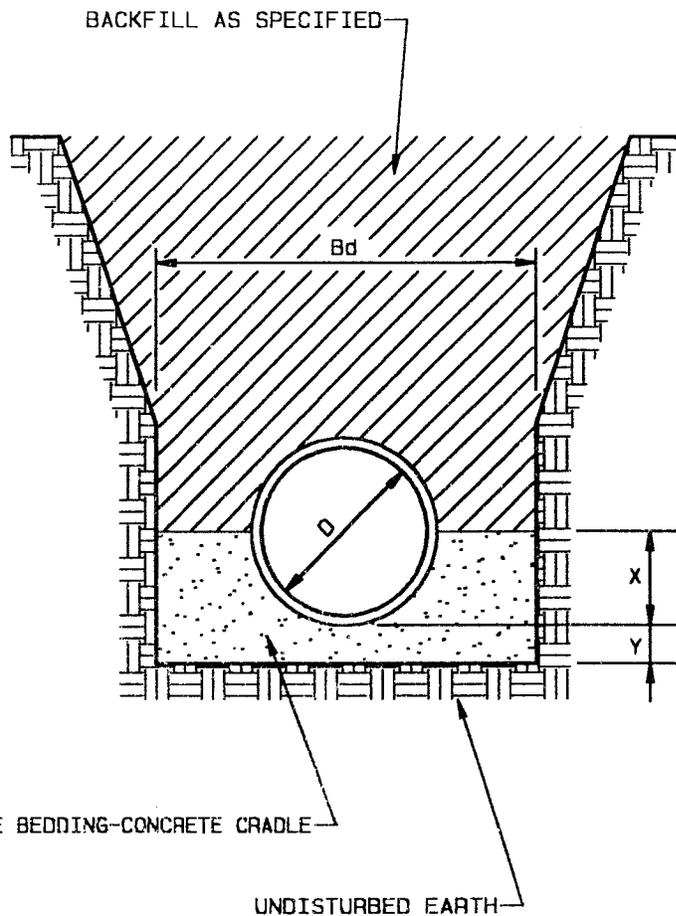
D (INCHES)	Bd (FEET & INCHES)	X (INCHES)	Y (INCHES)
4	2-0	3	4
6	2-0	4	4
8	2-3	5	4
10	2-3	6	5
12	2-3	8	6
15	2-9	10	6
18	3-0	12	6
21	3-3	14	6
24	3-6	15	6
27	4-0	17	7
30	4-3	19	8
36	4-9	22	9
42	5-6	26	10
48	6-3	29	12
54	7-0	33	14
60	7-9	36	15
66	8-6	40	15
72	9-3	43	15
78	10-0	47	15
84	10-9	50	15
90	11-6	53	15
96	12-0	57	15

NOTES

1. EXCAVATED MATERIAL FOR BACKFILL, WHEN SPECIFIED: FINELY DIVIDED MATERIAL FREE FROM DEBRIS, STONES, ORGANIC MATTER OR FROZEN LUMPS; PIPE BEDDING OR SAND MAY BE USED AS SUBSTITUTE.
2. Bd = STANDARD TRENCH WIDTH AT TOP OF PIPE.
3. SEE SPECIFICATIONS FOR LIMITATIONS ON USE OF THIS TYPE OF BEDDING.
4. LOAD FACTOR: 1.9



CLASS B BEDDING - GRANULAR
TYPE II



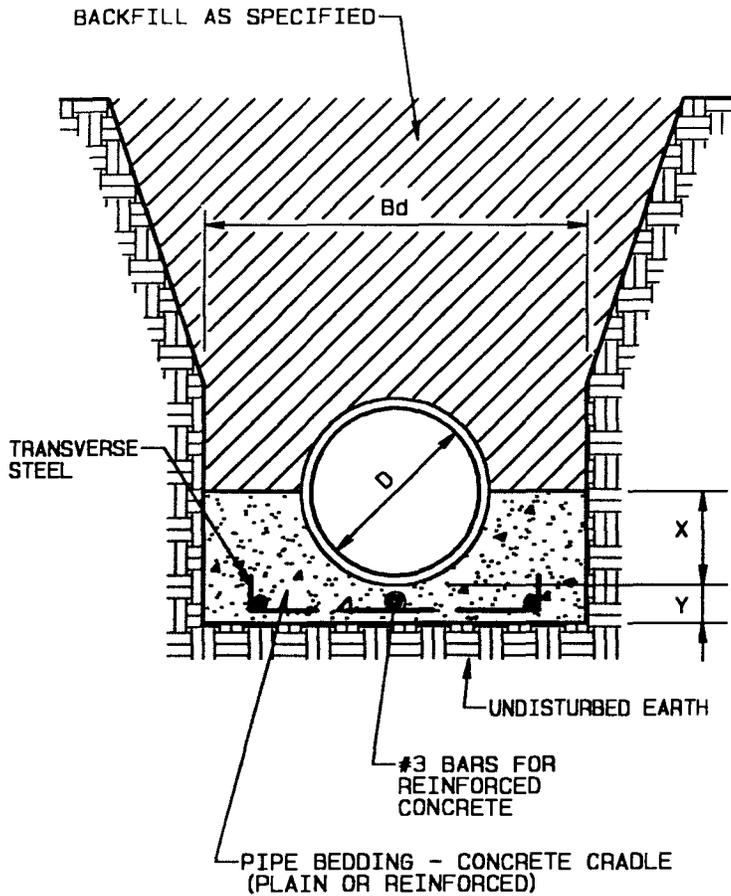
D (INCHES)	Bd (FEET & INCHES)	X (INCHES)	Y (INCHES)
4	2-0	3	4
6	2-0	4	4
8	2-3	5	4
10	2-3	6	4
12	2-3	8	4
15	2-9	10	4
18	3-0	12	5
21	3-3	14	5
24	3-6	15	6
27	4-0	17	6
30	4-3	19	6
36	4-9	22	8
42	5-6	26	8
48	6-3	29	9
54	7-0	33	10
60	7-9	36	11
66	8-6	40	12
72	9-3	43	12
78	10-0	47	12
84	10-9	50	12
90	11-6	53	12
96	12-0	57	12

NOTES

1. EXCAVATED MATERIAL FOR BACKFILL, WHEN SPECIFIED: FINELY DIVIDED MATERIAL FREE FROM DEBRIS, STONES, ORGANIC MATTER OR FROZEN LUMPS; PIPE BEDDING OR SAND MAY BE USED AS SUBSTITUTE.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH: 2500 PSI.
3. POUR CRADLE FULL WIDTH OF TRENCH EXCEPT FOR 4" & 6" PIPE.
4. CRADLE WIDTH FOR 4" & 6" PIPE: 16".
5. Bd = STANDARD TRENCH WIDTH AT TOP OF PIPE.
6. SEE SPECIFICATIONS FOR LIMITATIONS ON USE OF THIS TYPE OF BEDDING.
7. PROVIDE MINIMUM OF 2 TEMPORARY PIPE SUPPORTS UNDER BARREL PER PIPE LENGTH; PROVIDE TIES AND BRACES TO PREVENT DISPLACEMENT OR FLOTATION DURING BEDDING OR ENCASEMENT PROCEDURES.
8. LOAD FACTOR: 2.8



CLASS A BEDDING - CONCRETE
TYPE V



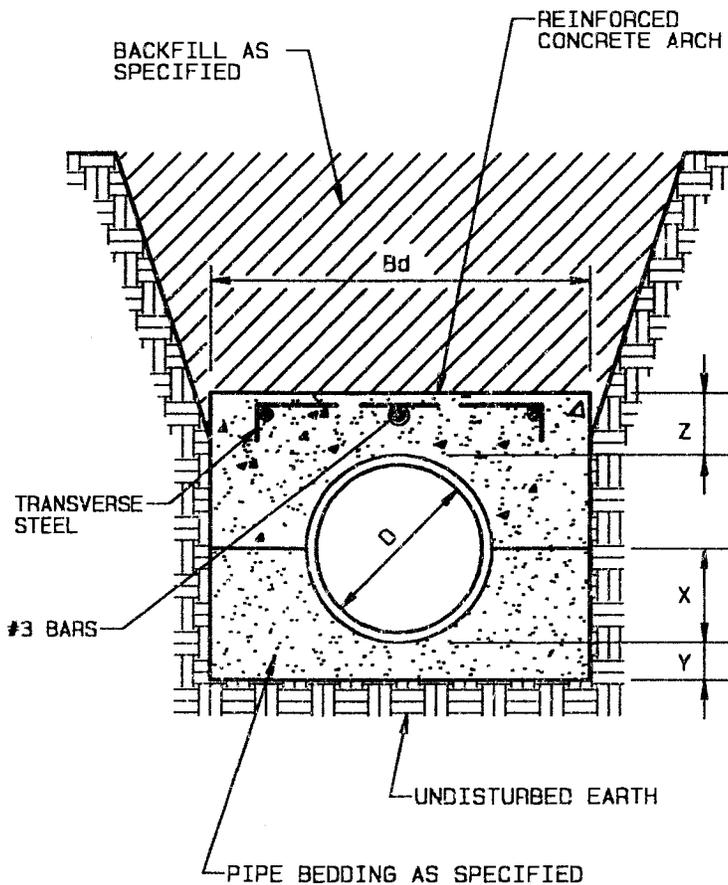
D (INCHES)	Bd (FEET & INCHES)	X (INCHES)	Y (INCHES)	TRANS. STEEL SPACING (INCHES)	TRANS. STEEL BAR SIZE
4	2-0	2	4	12	#4
6	2-0	2	4	12	#4
8	2-3	3	4	12	#4
10	2-3	3	5	10	#4
12	2-3	4	6	8	#4
15	2-9	5	6	8	#4
18	3-0	6	6	8	#4
21	3-3	7	6	8	#4
24	3-6	8	6	8	#4
27	4-0	9	7	7	#4
30	4-3	10	8	6	#4
36	4-9	11	9	12	#6
42	5-6	13	10	11	#6
48	6-3	15	12	9	#6
54	7-0	16	14	8	#6
60	7-9	18	15	10	#7
66	8-6	20	15	10	#7
72	9-3	22	15	10	#7
78	10-0	23	15	10	#7
84	10-9	25	15	10	#7
90	11-6	27	15	10	#7
96	12-0	29	15	10	#7

NOTES

1. DESCRIPTION OF BEDDING TYPES:
 - 1.1 TYPE III: PLAIN CONCRETE WITH HAND TAMPED BACKFILL.
 - 1.2 TYPE IV: PLAIN CONCRETE WITH CAREFULLY HAND TAMPED BACKFILL.
 - 1.3 TYPE VI: REINFORCED CONCRETE.
2. EXCAVATED MATERIAL FOR BACKFILL, WHEN SPECIFIED; FINELY DIVIDED MATERIAL FREE FROM DEBRIS, STONES, ORGANIC MATTER OR FROZEN LUMPS; PIPE BEDDING OR SAND MAY BE USED AS SUBSTITUTE.
3. MINIMUM CONCRETE COMPRESSIVE STRENGTH: 2500 PSI.
4. POUR CRADLE FULL WIDTH OF TRENCH EXCEPT FOR 4" & 6" PIPE.
5. CRADLE WIDTH FOR 4" & 6" PIPE: 16".
6. Bd = STANDARD TRENCH WIDTH AT TOP OF PIPE.
7. SEE SPECIFICATIONS FOR LIMITATIONS ON USE OF THESE TYPES OF BEDDING.
8. PROVIDE MINIMUM OF 2 TEMPORARY PIPE SUPPORTS UNDER BARREL PER PIPE LENGTH; PROVIDE TIES AND BRACES TO PREVENT DISPLACEMENT OR FLOTATION DURING BEDDING OR ENCASEMENT PROCEDURES.
9. LOAD FACTORS:
 - TYPE III: 2.2,
 - TYPE IV: 2.4,
 - TYPE VI: 3.4



CLASS A BEDDING - CONCRETE CRADLE
TYPE III, TYPE IV, TYPE VI



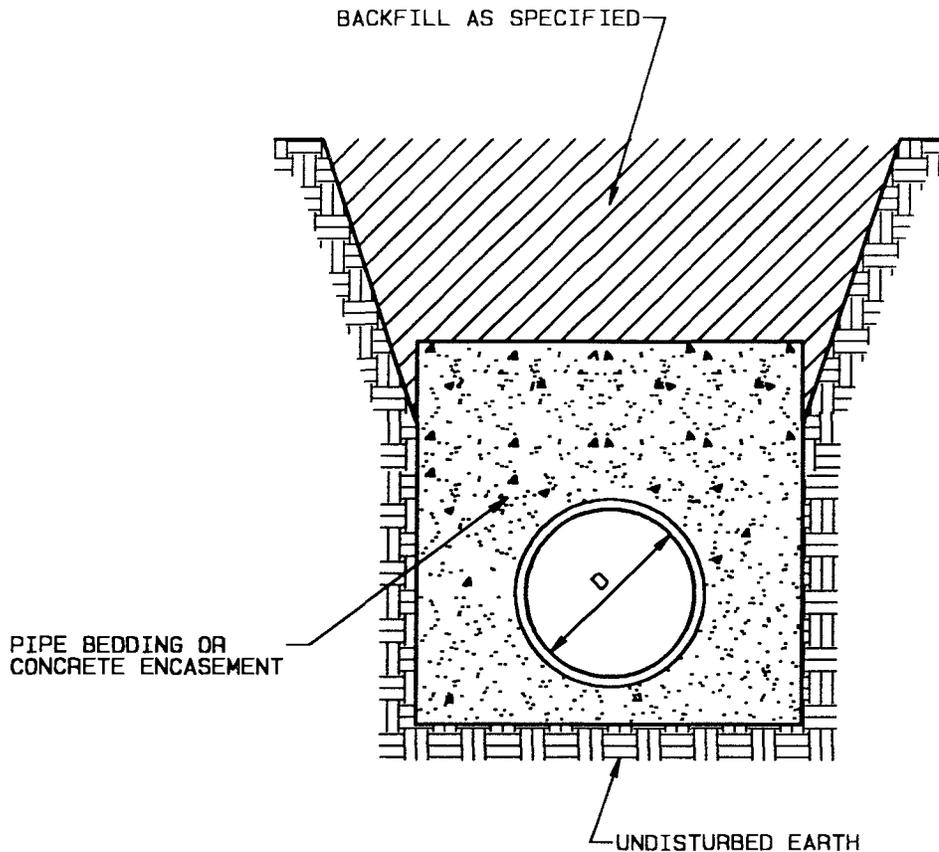
D (INCHES)	Bd (FEET & INCHES)	X (INCHES)	Y (INCHES)	Z (INCHES)	TRANS. STEEL SPACING (INCHES)	TRANS. STEEL BAR SIZE
4	2-0	3	4	4	11	#6
6	2-0	4	4	4	11	#6
8	2-3	5	6	4	11	#6
10	2-3	6	6	4	11	#6
12	2-3	8	6	4	11	#6
15	2-9	10	6	4	11	#6
18	3-0	12	6	5	12	#7
21	3-3	13	7	5	12	#7
24	3-6	15	8	6	10	#7
27	4-0	17	9	7	10	#7
30	4-3	19	9	8	10	#8
36	4-9	22	11	9	8	#8
42	5-6	26	12	10	8	#8
48	6-3	29	15	12	6	#8
54	7-0	33	16	14	9	#10
60	7-9	36	18	15	8	#10
66	8-6	40	20	16	8	#10
72	9-3	43	22	18	7	#10
78	10-0	47	24	20	6	#10
84	10-9	50	24	21	6	#10
90	11-6	53	24	23	6	#10
96	12-0	57	24	25	5	#10

NOTES

1. EXCAVATED MATERIAL FOR BACKFILL, WHEN SPECIFIED: FINELY DIVIDED MATERIAL FREE FROM DEBRIS, STONES, ORGANIC MATTER OR FROZEN LUMPS; PIPE BEDDING OR SAND MAY BE USED AS SUBSTITUTE.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH: 2500 PSI.
3. POUR ARCH FULL WIDTH OF TRENCH EXCEPT FOR 4" & 6" PIPE.
4. ARCH WIDTH FOR 4" & 6" PIPE: 16".
5. Bd = STANDARD TRENCH WIDTH AT TOP OF PIPE.
6. SEE SPECIFICATIONS FOR LIMITATIONS ON USE OF THIS TYPE OF BEDDING.
7. LOAD FACTOR: 4.8



CLASS A BEDDING - CONCRETE ARCH
TYPE VII

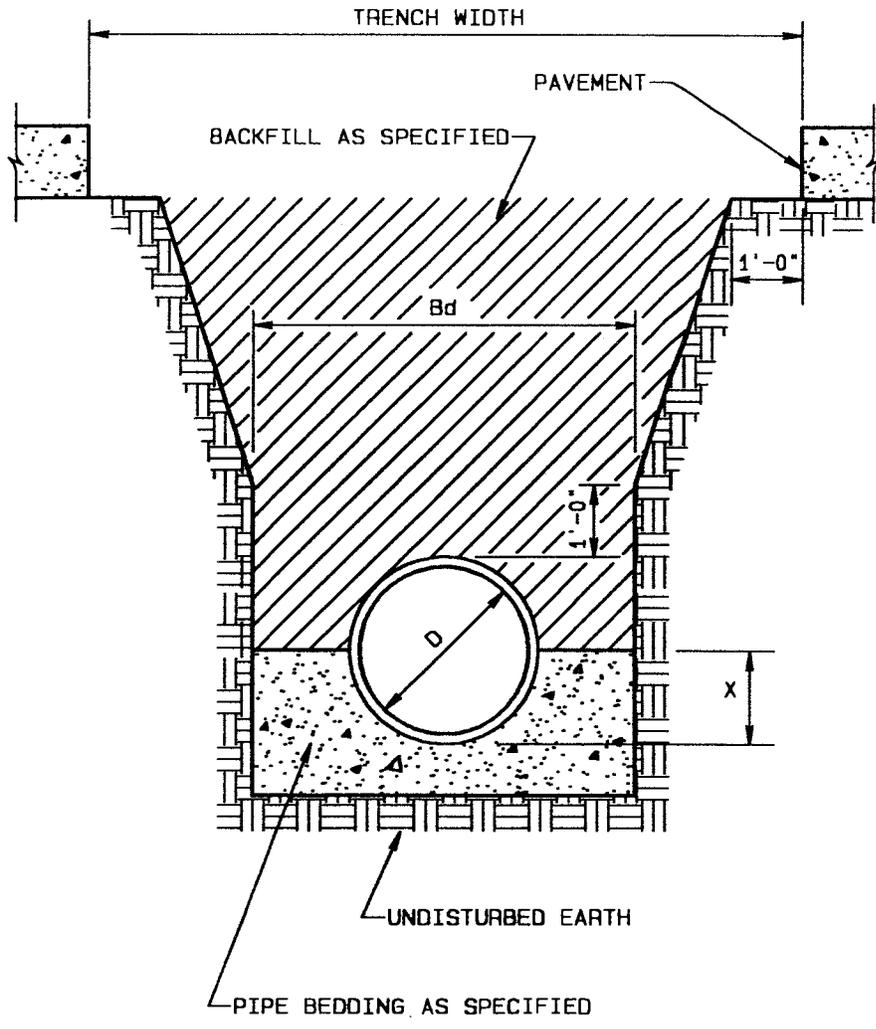


NOTES

1. EXCAVATED MATERIAL FOR BACKFILL, WHEN SPECIFIED: FINELY DIVIDED MATERIAL FREE FROM DEBRIS, STONES, ORGANIC MATTER OR FROZEN LUMPS; PIPE BEDDING OR SAND MAY BE USED AS SUBSTITUTE.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH: 2500 PSI.
3. PROVIDE MINIMUM CONCRETE COVER OF 8" AT PIPE EXTREMITIES. TRENCH WALLS MAY BE USED TO FORM CONCRETE.
4. TYPE VIII BEDDING IS INCIDENTAL TO SEWER CONSTRUCTION. REINFORCE, AS SPECIFIED TO DEVELOP REQUIRED LOAD FACTOR.
5. CONCRETE ENCASEMENT: USE WHERE SHOWN ON PLANS OR AS DIRECTED BY ENGINEER. PAYMENT WILL BE MADE ON UNIT PRICE OR UNIT ADJUSTMENT PRICE BASIS.
6. MAKE PIPE JOINT IN SAME MANNER SPECIFIED FOR PIPE NOT ENCASED.
7. PROVIDE MINIMUM OF 2 TEMPORARY PIPE SUPPORTS UNDER BARREL PER PIPE LENGTH; PROVIDE TIES AND BRACES TO PREVENT DISPLACEMENT OR FLOTATION DURING BEDDING OR ENCASEMENT PROCEDURES.



CLASS A BEDDING OR CONCRETE ENCASEMENT
TYPE VIII



D (INCHES)	Bd (FEET & INCHES)	X (INCHES)
4	2-0	2
6	2-0	3
8	2-3	3
10	2-3	4
12	2-3	5
15	2-9	6
18	3-0	7
21	3-3	8
24	3-6	9
27	4-0	10
30	4-3	11
36	4-9	13
42	5-6	15
48	6-3	17
54	7-0	20
60	7-9	22
66	8-6	24
72	9-3	26
78	10-0	28
84	10-9	30
90	11-6	32
96	12-0	34

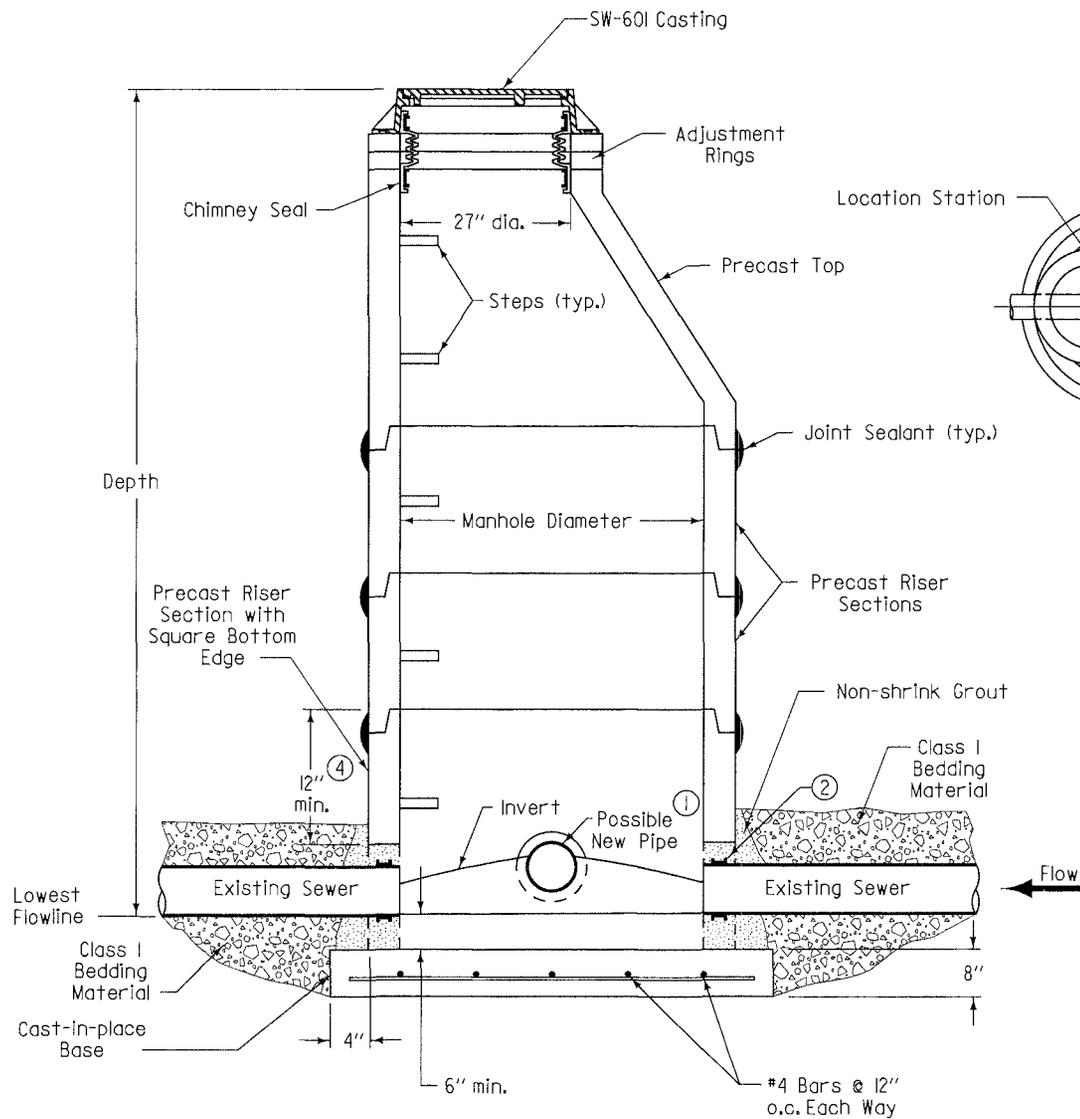
NOTES

1. SEE TABLE IN SPECIFICATIONS FOR MAXIMUM PERMISSIBLE TRENCH WIDTHS FOR SURFACING QUANTITIES.
2. SEE TABLE IN SPECIFICATIONS FOR SAND QUANTITIES WHERE SAND BACKFILL IS SPECIFIED.
3. SLOPE OF TRENCH SIDE WALLS ARE NEAT LINE FOR DETERMINATION OF BACKFILL QUANTITIES AND TOP OF TRENCH WIDTH IS FOR SURFACE RESTORATION PURPOSES ONLY.

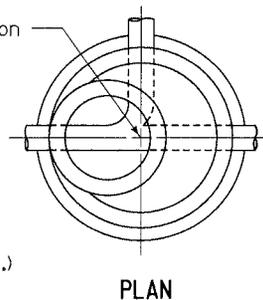
APPLICABLE TO SEWER TRENCHES ONLY.



TRENCH SECTION FOR PAYMENT PURPOSES



TYPICAL SECTION



- ① For new pipe connections, provide cored opening with flexible pipe connector.
- ② For existing pipe connections, provide an arched opening with a diameter up to 6 inches larger than outside diameter of pipe. Install waterstop around existing pipe. Fill void between pipe and opening with non-shrink grout.
- ③ For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- ④ 12 Inch minimum riser height above all pipe openings.

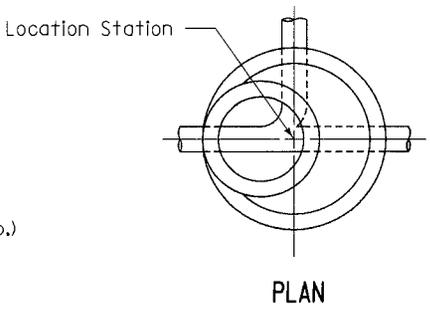
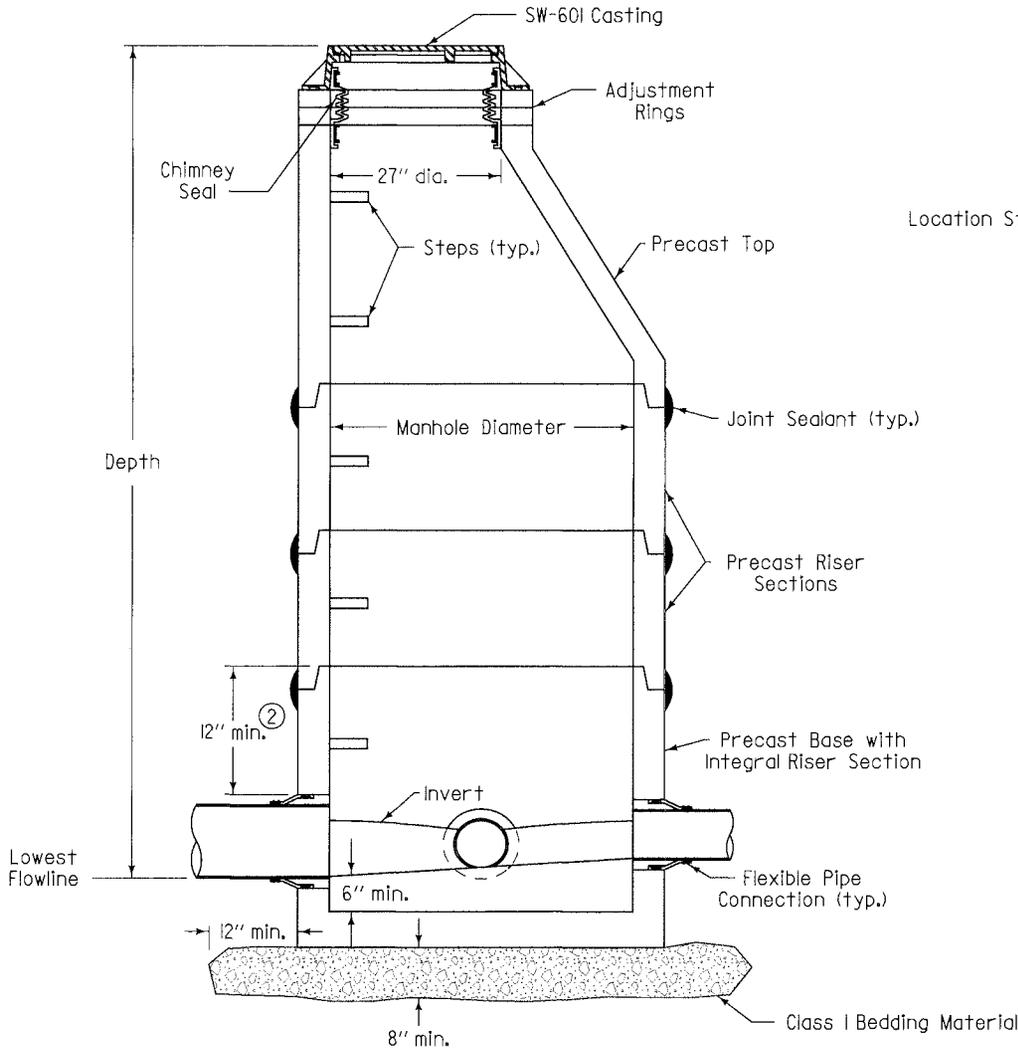
Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes ③	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

FIGURE 6010.303 SHEET 1 OF 1

SUDAS Iowa Department of Transportation	REVISION NEW 04-21-09
	SW-303 SHEET 1 of 1
FIGURE 6010.303 STANDARD ROAD PLAN	
REVISIONS: New. Replaces SUDAS Type "I" Manhole.	
SUDAS DIRECTOR	DESIGN METHODS ENGINEER
SANITARY SEWER MANHOLE OVER EXISTING SEWER	

① For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.

② 12 inch minimum riser height above all pipe openings.



Manhole Diameter (inches)	Maximum Pipe Diameter ① (Inches) for 2 Pipes	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

TYPICAL SECTION

FIGURE 6010.301 SHEET 1 OF 1

SUDAS Iowa Department of Transportation	REVISION	NEW 04-21-09
	SW-301 SHEET 1 of 1	
FIGURE 6010.301 REVISIONS: New. Replaces SUDAS Type "A" Manhole. Will replace RA-51	STANDARD ROAD PLAN	SUDAS DIRECTOR <i>Deanna McFalls</i> DESIGN METHODS ENGINEER
CIRCULAR SANITARY SEWER MANHOLE		

Agenda Item #9 -

A public hearing on a proposed resolution amending the City's
Urban Renewal Plan

Submitted for:

Information

Recommendation:

Hear the public

Sample Language:

Mayor: *Would staff please present the proposed amendment?*

Staff: *Gives presentation.*

Brief: The amendment incorporates the purchase and improvements to the Rec Complex and the Site Certification project so that TIF monies can be used to service the debt related to those projects.

Mayor: *At this time I will open the public hearing and recognize members of the public that would like to address the City Council about the amendment. 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 -

A resolution approving an amendment to the City's Urban
Renewal Plan.

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed resolution?*

Staff: *Gives presentation.*

Brief: The proposed resolution approves the amendment previously presented.

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.*

HEARING & APPROVAL OF 2013
AMENDMENT TO THE VAN METER
URBAN RENEWAL AREA

420352-12

Van Meter, Iowa

September 9, 2013

The City Council of the City of Van Meter, Iowa, met on September 9, 2013, at _____ o'clock, _____.m., at the _____, in the City for the purpose of conducting 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 City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "A resolution to approve urban renewal plan amendment for the Van Meter Urban Renewal Area", seconded by Council Member _____. After 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 and signed approval thereto.

RESOLUTION NO. _____

A resolution to approve urban renewal plan amendment for the Van Meter Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council by prior resolution established 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

WHEREAS, notice of a public hearing by the City Council of the City of Van Meter, Iowa, on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on September 9, 2013; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Dallas County and the Van Meter Community School District; the consultation meeting was held on the _____ day of August, 2013; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The activities proposed under the Amendment conform to the general plan for the development of the City;

B. Proposed economic development under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 9, 2013.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

••••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF DALLAS
CITY OF VAN METER

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City aforementioned, and 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 approving the urban renewal plan amendment for the Van Meter Urban Renewal Area in the City of Van Meter, Iowa.

WITNESS MY HAND this ____ day of _____, 2013.

City Clerk

September 5, 2013

VIA EMAIL

Jake Anderson
City Clerk/City Hall
Van Meter, IA

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

Dear Jake:

Attached are proceedings covering the City Council's action in holding a public hearing and adopting a resolution to approve the 2013 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Best regards,

John P. Danos

Attachments

cc: Tim Oswald

Agenda Item #11 - Rezoning

Submitted for:

Action

Recommendation:

Approval

Sample Language:

Mayor: *Would staff please present the proposed ordinance?*

Staff: *Gives presentation.*

Brief: *The proposed ordinance rezones the Diligent Development Property from Ag to Business Park in support of the Site Certification Project.*

Mayor: *At this time I will open the public hearing and recognize members of the public that would like to address the City Council about the proposed ordinance. 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.

Does the City Council wish to discuss further the proposed resolution? If not, I would entertain a motion to approve the first reading of the proposed ordinance.

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Booge ___; Sacker ___; Wiederholt ___; Coyle ___;*

Mayor: *The first reading is approved. Thank you. Is there a motion to waive the second reading?*

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Booge ___; Sacker ___; Wiederholt ___; Coyle ___;*

Mayor: *The second reading is waived. Thank you. Is there a motion to waive the third reading?*

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Booge ___; Sacker ___; Wiederholt ___; Coyle ___;*

Mayor: *The third reading is waived. Thank you. Is there a motion to approve and adopt the proposed ordinance?*

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Booge ___; Sacker ___; Wiederholt ___; Coyle ___;*

Mayor: *The property is rezoned. Thank you.*

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, 2007, BY AMENDING ZONING DESIGNATION TO A SPECIFIC PROPERTY

WHEREAS, the owner of property as fully described and set forth in the attached Exhibit “A” has requested a zoning change from “A District” to be zoned “BP-1 District”; and

WHEREAS, a Public Hearing was held on September 9, 2013 at 7:00 p.m. at the Van Meter City Hall, in accordance with the Code of Iowa; and

WHEREAS, the City Engineer advised that the properties’ current or anticipated use presents no inconsistencies or issues with the Zoning Ordinance and that the requested change in zoning designation should be granted; and

WHEREAS, the Official Zoning Map for the City of Van Meter, Iowa, will be amended per Chapter 165, Section 165.05 Boundaries of the Code of Ordinances and Chapter 165.09, Amendments to the Ordinance of the City of Van Meter, 2007;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF VAN METER, IOWA:

SECTION 1: REZONING. The property as fully described and set forth in the attached Exhibit “A” will be rezoned from “A, Agricultural” to be zoned “BP-1, Business Park,” and the Official Zoning Map for the City of Van Meter, Iowa, will be amended.

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

SECTION 3: EFFECTIVE DATE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law and upon occurrence of the condition set forth herein.

Passed by the City Council of the City of Van Meter, Iowa, on this 9th day of September, 2013, and approved this 9th day of September, 2013.

ALLAN ADAMS, MAYOR

ATTEST:

JAKE ANDERSON, CITY ADMINISTRATOR

E:\VanMeter\FISK\Ordinances\Ordinance Amending Zoning Designation Within City Limits 08 15 13.doc

EXHIBIT "A"

(1)

The West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 35, Township 78 North, Range 27, West of the 5th P.M., Dallas County, Iowa.

(2)

The North Half of the Southwest Quarter (N1/2 SW1/4) and the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section Thirty-Five (35), Township Seventy-Eight (78) North, Range Twenty-Seven (27) West of the Fifth P.M., Dallas County, Iowa.



JSC PROPERTIES

LAND CONCEPTS LLC;
CHICKENFOOT HOLDINGS LLC,
FRANDSON PROPERTIES LLC;
GES PROPERTIES LLC.

"EXHIBIT B"

Agenda Item #12 - Reports

Submitted for:
Information
Recommendation:

Sample Language:

- 1) *Parks and Rec*
- 2) *Library*
- 3) *Public Safety*
- 4) *Public Works*
- 5) *Attorney*
- 6) *Engineer*
- 7) *Administrator*
- 8) *Council*
 - Committees (Chair Listed First)
 - a. Public Works/Infrastructure – Sacker, Booge
 - b. Culture and Recreation – Booge, Sacker
 - c. Special Liaison Assignments or Ad-Hoc Committees
- 9) *Mayor*
 - a. Finance – Adams, Lacy, Coyle
 - b. Policy – Adams, Coyle, Wiederholt
 - c. Economic Development – Adams, Wiederholt, Lacy
 - d. Public Safety – Adams, Coyle, Wiederholt
 - e. EMA, E911 *Lacy Alternate

August 2013 stats

Citizens using the public library 1,072

Items circulated 1,025

Rural route 53 Open Access 43

New card holders 11 5 city 2 rural route and 4 open access

Fines/guilt \$62.00

Reference transactions 275

Additions to our collection total 100 25 purchased 75 donated

Items weeded 357

Inter library loans requested and filled 10 those we requested 16

Adds and deletes to SILO database 0

Crafts times 12

Meetings/clubs 4

Surpass – Michelle has coded through the rest of the Junior Fiction and Non- Fiction

Jolena has really concentrated on weeding and following state guidelines.

Story time on Wednesdays 2

After school snacks served daily and popcorn

Coffee served daily

Agenda Item #13 - 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.*