



City Council Workshop

6:15pm

Monday, March 23, 2026
Van Meter United Methodist Church
100 Hazel St, Van Meter, IA 50261

City Council Regular

Business Meetings

Van Meter United Methodist Church
100 Hazel St, Van Meter, IA 50261

Joe Herman, Mayor

Council Members

Travis Brott, Mayor Pro Tem

Joel Akers

Jason Barney

Joe Lake

Jarin Young

City Staff

Travis Cooke, Interim City Administrator

Drew McCombs, Public Works Director

Sam Chia, Parks & Rec Director

Jonatha Basye, Library Director

Michael Brown, Police Chief

Mark Schmitt, Fire Chief

John Fatino, Whitfield & Eddy, PLC

Randy Johnson, Veenstra & Kimm, Inc.

The City of Van Meter is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required, please contact the City Clerk's office at least 48 hours in advance, at 515-996-2644 or info@vanmeteria.gov to have accommodations provided.

MEETING AGENDA:

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Discussion and Possible Action: Resolution #2026-25**
Approving Microsoft Development Agreement
- 4. Discussion: FY27 Budget**
- 5. Discussion and Possible Action: Resolution #2026-26** Setting a Date for Public Hearing for FY27 Budget
- 6. Discussion: City Administrator Search**
- 7. Adjournment**

Posted: Friday, March 20, 2026

Agenda Item #1

Call to Order

Mayor: *The time is 6:15pm on Monday, March 23, 2026.*

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: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

Mayor: The agenda is adopted.

Agenda Item #3

Resolution #2026-25- A Resolution Authorizing Development Agreement with Micorsoft Corporaton

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: Do I hear a motion to approve Resolution #2026-25

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

Mayor: The resolution is approved.

RESOLUTION #2026-25

Resolution Authorizing Development Agreement with Microsoft Corporation

WHEREAS, a certain development agreement (the “Agreement”) between the City of Van Meter, Iowa (the “City”) and Microsoft Corporation (the “Company”) has been prepared pursuant to which the Company will undertake the construction (in one or more phases) and operation of one or more data center(s) as well as certain buildings, structures and infrastructure for administrative, accessory, supporting, associated or related uses, such as (but not limited to) offices and utility buildings, structures and appurtenances together with related site improvements (collectively, the “Data Center Campus Project”) in the City; and

WHEREAS, in order to support the development of the Data Center Campus Project, the City will undertake the construction of certain public infrastructure improvements (collectively, the “City Infrastructure Projects”) pursuant to the Agreement; and

WHEREAS, under the Agreement, the Company will pay for the costs of the City Infrastructure Projects;

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

Section 1. The City Council finds that a public purpose will reasonably be accomplished by entering into the Agreement.

Section 2. The Agreement is hereby approved. The City Clerk and the Mayor, with advice from legal counsel to the City, are hereby authorized and directed to make such changes to the Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute the Agreement in substantially the form as has been presented to this City Council.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved March 23, 2026.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into between the City of Van Meter, Iowa, an Iowa municipal corporation (the “City”) and Microsoft Corporation, a Washington corporation (the “Company”) as of the last date that this Agreement is executed by the Parties (the “Commencement Date”). The City and the Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

WHEREAS, the Company has acquired the real property described and depicted on Exhibit A (the “Property”), and intends to construct (in one or more phases) and operate on the Property one or more data center(s) as well as certain buildings, structures and infrastructure for administrative, accessory, supporting, associated or related uses, such as (but not limited to) offices and utility buildings, structures and appurtenances together with related site improvements (collectively, the “Data Center Campus Project”), provided that the appropriate development incentives are available to support the economic viability of the Data Center Campus Project; and

WHEREAS, in order to support the development of the Property and the Data Center Campus Project, the City will undertake the construction of certain public infrastructure improvements (collectively, the “City Infrastructure Projects”, and with each separate portion of the City Infrastructure Projects, referred to herein as a “Scope of Work”); and

WHEREAS, the Company will pay for the costs of the City Infrastructure Projects as set forth under the terms of this Agreement; and

WHEREAS, the Property is located entirely within the City, and all parcels comprising the Property have the “BP-1” Business Park zoning designation, which is suitable for the Data Center Campus Project and its development and operation; and

WHEREAS, the Company anticipates that the Data Center Campus Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development, in order for the Data Center Campus Project to be successful, both for the Company and the City, and the Company is unwilling to risk such capital and resources without the assurances from the City set forth in this Agreement; and

WHEREAS, the Company and the City previously entered into a Memorandum of Understanding on or about November 25, 2025 (the “MOU”) for the purposes of reimbursing the City for certain Costs (as defined in the MOU) incurred by the City related to the Data Center Campus Project prior to the effective date of the MOU; and

WHEREAS, the Company and the City now wish to enter into this Agreement to obtain and provide assurances and agreements from each other before deciding to invest substantial Company and City resources related to the Data Center Campus Project and City Infrastructure Projects.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DATA CENTER CAMPUS PROJECT CONSTRUCTION.

1.1 Property Acquisition. The Company acquired the Property on or about January 19, 2024.

1.2 Data Center Campus Project. The Company intends to construct the Data Center Campus Project on the Property. Furthermore, the Company expects to invest approximately \$420,000,000 into capital improvements for one or more phases of the Data Center Campus Project, including construction work, equipment, furnishings and other capital improvements. The Company agrees to submit one or more detailed site plan(s) (each, a “Site Plan”) for the development of the Data Center Campus Project to the City Council for approval. Upon approval by the City Council, the Site Plan(s) shall be attached hereto as Exhibit B. The projected investment amount for capital improvements set forth in this paragraph is a good faith estimate. The Parties to this Agreement recognize that (i) the costs associated with each phase and the overall Data Center Campus Project may increase or decrease significantly and (ii) the City has no right under this Agreement to compel the Company to commence or complete construction of the Data Center Campus Project or any phase thereof. The Company may at any time submit an updated or amended Site Plan to the City. To the extent permitted by the Applicable Rules (defined below), the City shall approve any minor changes to the Site Plan. The Company will follow the Applicable Rules (City’s Site Plan Ordinance) for any changes to the Site Plan with any approval of such changes by the City not to be unreasonably withheld, conditioned or delayed. Once the City has approved any updated or amended Site Plan(s), then such updated or amended Site Plan(s) shall be substituted for the Site Plan(s) attached hereto as Exhibit B.

The Company intends to construct at least one phase of the Data Center Campus Project (the “Initial Phase”) in accordance with the Site Plan and to substantially complete such construction in accordance with the schedule set forth on Exhibit C hereto, provided the Company does not experience Company Unavoidable Delays (defined below). Subject to the discretion of the Company, the Company may construct or cause to be constructed (i) any additional phases, (ii) the phases identified on Exhibit C in a different order than set forth thereon, or (iii) consolidate two or more phases. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations in the construction of the Data Center Campus Project, consistent with the Applicable Rules (defined below). The term “phase” as used in this Agreement refers to the construction of at least one data center building for the Data Center Campus Project as described or depicted in Exhibit C.

1.3 Company Unavoidable Delays. The term “Company Unavoidable Delays” shall mean and refer to any delays resulting from acts or occurrences outside the reasonable control of the Company, including, but not limited to, acts of God, storms, floods, fires, explosions, tornadoes, hurricanes, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or lack of availability of raw materials or energy, delivery of material or equipment, significant changes in market conditions, litigation commenced by third parties, epidemic, pandemic, quarantine, war, insurrection, vandalism, riots, civil unrest, imposition of civil authority by any federal, State or local government or the acts or omissions of any federal, State, or local governmental unit. Should Company Unavoidable Delays occur, the City and the Company agree to communicate regarding the Company Unavoidable

Delays and negotiate extensions to the timelines set forth in this Agreement, in good faith, and an amendment to this Agreement, if necessary.

1.4 Business Operations. After construction of the Initial Phase of the Data Center Campus Project is complete, the Company agrees to use the Data Center Campus Project in its business operations throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”); provided, however, that any temporary cessation or interruption in the use of the Data Center Campus Project in the business operations of the Company shall not be deemed to cause the Company to fail satisfy the Business Operations Requirement so long as such temporary cessation or interruption lasts no longer than twelve (12) months.

To the extent required by the City’s Applicable Rules, the Company agrees: (i) to maintain, preserve, and keep the Property, including, but not limited to, the Data Center Campus Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make reasonably necessary repairs, replacements, renewals and/or additions, if applicable; and (ii) to comply with all existing City ordinances governing maintenance and care of the Property, including the following Chapters in the City’s Code of Ordinances:

- Chapter 3-Municipal Infractions
- Chapter 50-Nuisance Abatement Procedure
- Chapter 53-Weeds and Brush

1.5 Entitlement to Develop and Applicable Rules. The City represents to the Company that, as of the Commencement Date, (i) the Property is properly zoned pursuant to the City’s zoning ordinances and regulations for the Data Center Campus Project and the contemplated uses are permitted outright, and (ii) no rule, regulation, ordinance or official policy of the City (collectively, the “Applicable Rules”) prohibits, prevents or encumbers the development, completion, operation or occupancy of the Data Center Campus Project or any portion thereof. The Company has the vested right to develop and operate the Data Center Campus Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Data Center Campus Project or any portion thereof (including any equipment used in operating the Data Center Campus Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Data Center Campus Project or any portion thereof (including any equipment used in operating the Data Center Campus Project), subject only to the Applicable Rules. No addition to, or modification of, the Applicable Rules including, without limitation, any zoning or building regulation, adopted or effective after the Commencement Date, shall be applied to the Data Center Campus Project or the Property, except as may be required by state or federal law. Provided further, the Company shall have the option, but not the requirement, to incorporate any later adopted rules, regulations, ordinances, interpretations or official policies of the City into the Data Center Campus Project or the Property, at its sole discretion. The City represents that no City ordinance, law, regulation, contract or policy in effect on the Commencement Date conflicts with any of the provisions of this Agreement.

Notwithstanding the foregoing, the Company shall develop the Data Center Campus Project in accordance with all ordinances that are reasonably found by the City to be necessary to the public health and safety of the residents of the City or are generally applicable on a citywide basis. If applicable State or federal laws or regulations prevent or preclude compliance with one

or more provisions of this Agreement, then such provisions of this Agreement shall be modified or suspended as necessary to comply with State or federal laws or regulations.

1.6 Project Approvals. The City hereby agrees that the approvals of the Data Center Campus Project (the “Project Approvals”) set forth on Exhibit D are the only permits and/or approvals that are required from the City under the City’s Applicable Rules in order for the Company to develop and operate the Data Center Campus Project. The City agrees to process all Project Approvals in accordance with the timeframes set forth on Exhibit D. Nothing herein prohibits the Company from seeking other or further reviews, permits or approvals as may be necessary or desirable, in the Company’s sole discretion, in connection with the Data Center Campus Project. The Project Approvals given by the City will remain valid even if there are changes by the City to the Applicable Rules in the future.

1.7. Timeframes and Staffing for Processing and Review and Applicable Fees. The City shall expedite processing of all Project Approvals (including staff review and processing as well as actions by the City Council, boards and commissions, if any) and any other approvals or actions requested by the Company or otherwise required to develop and to operate the Data Center Campus Project in accordance with the timeframes set forth in Exhibit D. A description of the fees associated with the Project Approvals is set forth on Exhibit H. The City shall not withhold or refuse to grant any Project Approvals due to any delay by the City in constructing or causing the construction of the City Infrastructure Projects or any Scope of Work.

1.8. New Taxes. The City agrees that during the Term, City staff shall not recommend or support any new taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding and charges, or fees (collectively “Taxes”) that are applicable solely to the Data Center Campus Project or the Property or with the express or inferred intent to specifically and inequitably target the Data Center Campus Project or the Property. The Company shall have the right, to the extent permitted by law, to protest, challenge, oppose, and vote against any and all Taxes, including Taxes imposed with respect to any assessment districts, infrastructure financing, or community facilities districts, community taxing districts, maintenance districts, or other similar districts.

ARTICLE II . CITY INFRASTRUCTURE PROJECTS.

2.1. Design and Construction of City Infrastructure Projects. Subject to any City Unavoidable Delays (defined below), the City agrees to cause the completion of the City Infrastructure Projects in accordance with the timeline, plans and specifications set forth in the applicable Approved Plan. The term “Approved Plan” refers to each written project plan for one or more Scopes of Work substantially in the form of Exhibit G (the “Project Plan Template”) once it has been executed by the Parties. A general summary of the anticipated City Infrastructure Projects, including each Scope of Work, is attached hereto as Exhibit E (the “City Infrastructure Summary”). To the extent the City Infrastructure Summary varies from the terms of any Approved Plan executed by the Parties, the language of the Approved Plan shall control and take precedence.

The current cost estimate for the City Infrastructure Projects at the time of execution of this Agreement is \$30,100,000 (the “City Infrastructure Cost Estimate”), which is detailed in the

project budget (the “Project Budget”) for the City Infrastructure Projects attached hereto as Exhibit F. Each Scope of Work shall have a separate cost estimate (each a “Scope Estimate”) with the sum of all Scope Estimates not to exceed the Project Budget. The Scope Estimate for any particular Scope of Work shall be identified and agreed upon by the Parties in writing through an Approved Plan (in the form of the Project Plan Template attached as Exhibit G).

If the City fails to commence or complete (or cause to be commenced or completed) any Scope of Work for the City Infrastructure Projects within the timeline, plans and specifications set forth in the applicable Approved Plan, or as otherwise agreed in writing by the Parties, and that failure is not cured within sixty (60) days after receiving written notice of such failure from the Company (or, if the cure of that failure cannot be accomplished in sixty (60) days, the cure has not been commenced or is not proceeding with due diligence to completion), then the Company may, in its sole discretion and in addition to any other remedies available under this Agreement, immediately direct the City to take Extraordinary Measures at no additional cost to the Company. The term “Extraordinary Measures” means and refers to corrective measures necessary to expedite the progress and completion of the work on the City Infrastructure Projects in accordance with the applicable Approved Plan, which may include ordering City representatives or contractors to take corrective measures necessary to expedite the progress of the work, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities and (iii) taking similar measures. The City shall ensure that it has the right to take Extraordinary Measures (including, at least, those described in the preceding sentence) under any construction contracts applicable to the City Infrastructure Projects. Extraordinary Measures, once commenced, shall continue until the progress of the construction of the City Infrastructure Projects is in accordance with timeline, plans and specifications set forth in the applicable Approved Plan.

2.2 City Unavoidable Delays. The term “City Unavoidable Delays” shall mean and refer to any delay resulting from acts or occurrences outside the reasonable control of the City including but not limited to acts of God, storms, floods, fires, explosions, tornadoes, hurricanes, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or lack of availability of raw materials or energy, delivery of material or equipment, litigation commenced by third parties, epidemic, pandemic, quarantine, war, insurrection, vandalism, riots, civil unrest, imposition of civil authority by any federal, State or local government or the acts or omissions of any federal, State, or local governmental unit. Should City Unavoidable Delays occur, the City and the Company agree to communicate regarding the City Unavoidable Delays and negotiate extensions to the timelines set forth in this Agreement, in good faith, and an amendment to this Agreement, if necessary.

2.3 Contracts for City Infrastructure Projects. The City agrees to procure construction contracts for the City Infrastructure Projects subject to an Approved Plan through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. To the extent that the bids received for the construction of any Scope of Work for the City Infrastructure Projects are higher than the applicable Scope Estimate such that the actual cost of the Scope of Work is projected to exceed the Scope Estimate by a factor of five percent (5%) or more, then the City will consult with the Company prior to awarding the contract, and the Parties will negotiate in good faith an arrangement to cover or reduce the overage and memorialize such arrangement in a written document signed by the City Administrator and an authorized representative of the Company. The arrangement may include (i) the payment of the

overage by the Company, not to exceed an overage of five percent (5%) over the applicable Scope Estimate, (ii) modifications to the applicable Scope of Work or any other portion of the City Infrastructure Projects, to the extent allowed under Chapter 26 of the Code of Iowa, (iii) the rejection of the bids and modification of the timeline and specifications for the applicable Scope of Work or any other portion of the City Infrastructure Projects so that its costs are no longer likely exceed the Scope Estimate, which modifications may include changing or eliminating certain elements of specifications, in all events subject to the Company's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and/or (iv) any other arrangement mutually acceptable to the Parties. If the Parties cannot negotiate an arrangement to cover or reduce the overage to an amount that does not exceed the applicable Scope Estimate by a factor of five percent (5%) or more, then the Company may terminate this Agreement by providing written notice of such termination to the City in which case such termination shall be effective immediately; provided, however, that the Company agrees to pay in-full, pursuant to the terms and conditions of this Agreement, the City Infrastructure Project Costs up to the amount of the Cost Limit (as each of those terms are hereinafter defined) that have been or are contractually required to be incurred by the City under any construction contracts that have been awarded for the construction of any Scope of Work or portion of the City Infrastructure Projects, and such obligation of the Company shall survive the termination of this Agreement.

The City shall not enter into any contracts (or otherwise incur costs) for the construction of the City Infrastructure Projects until the Parties have agreed upon an Approved Plan for the applicable Scope of Work. After the Company and City agree upon an Approved Plan for the applicable Scope of Work, the City shall be eligible to receive reimbursement for City Infrastructure Project Costs (as defined in Section 2.5) that are subject to an Approved Plan up to the amount of the Cost Limit (as defined in Section 2.11) in accordance with the terms of this Agreement.

2.4 Rights-of-Way and Easements.

2.4.1 Except as otherwise provided herein, the Company shall convey, at no cost to the City, easements and rights-of-way as may be necessary for the construction and operation of any portion of the City Infrastructure Projects located on the Property and cooperate with the City in the construction and operation of the City Infrastructure Projects. The Company shall also reasonably assist the City in clearing, if applicable, any and all existing easements on the Property that adversely affect the portions of the Property conveyed for the City Infrastructure Projects. If the Company objects to providing a particular easement or right-of-way dedication under this section due to the impact of the location of any easement on the construction of the Data Center Campus Project, then the City and the Company agree to cooperate in good faith to resolve any such conflict. If such conflict cannot be resolved within sixty (60) days, then the City shall have no obligation to construct any portion of the City Infrastructure Projects requiring such easements or right-of-way dedication hereunder.

2.4.2 Except for easements and rights-of-way across the Property addressed in Section 2.4.1, to the extent that the City does not own or control by contract all rights of way, easements, crossings and other property rights as may be necessary or appropriate for the City to complete the construction of the City Infrastructure Projects in accordance with this Agreement, the City will

acquire such rights of way or property, whether by easement or in fee, necessary for the completion of the City Infrastructure Projects.

2.5 Payment of Costs of City Infrastructure Projects. The Company agrees to pay the costs of the City Infrastructure Projects (the “City Infrastructure Project Costs”) that are subject to an Approved Plan, up to the amount of the Cost Limit (as defined in Section 2.11) in accordance with the terms and conditions of this Agreement.

For purposes of this Agreement, City Infrastructure Project Costs shall include all actual, reasonable and necessary costs incurred by the City related to the City Infrastructure Projects, including, but not limited to, infrastructure-related land acquisition costs, costs for designing and constructing the City Infrastructure Projects, costs for permitting, construction administration, acquisition of easements and rights of way, landscaping, grading, and other reasonably related costs of carrying out the City Infrastructure Projects. The City Infrastructure Project Costs shall not include: (i) any costs for which the City has already received reimbursement from the Company pursuant to the MOU (the “MOU Cost Reimbursement”), or (ii) any costs incurred by the City that are not subject to an Approved Plan.

2.6 City Infrastructure Project Escrow Account. For convenience of funding, the Company has requested, or will promptly after the Commencement Date request, that First American Title Insurance Company (the “Title Company”) hold and administer the funds deposited (or to be deposited) by the Company for the payment of the City Infrastructure Project Costs and Fee Costs (as defined in Section 7.1). The account administered by the Title Company to receive such funds shall be referred to as the “Project Escrow Account”.

The Project Escrow Account shall be funded by the Company within forty-five (45) days of the Commencement Date of this Agreement, by the Company depositing into the Project Escrow Account the amount of \$29,474,917.39 (the “Escrow Deposit”). The Parties acknowledge that the sum of the Escrow Deposit and the amount of the MOU Cost Reimbursement (previously received by the City) equal the City Infrastructure Cost Estimate, as calculated below:

	Amount	Description
1	\$ 625,082.61	MOU Cost Reimbursement previously received by the City
2	\$ 29,474,917.39	Escrow Deposit
Total	\$30,100,000	City Infrastructure Cost Estimate

The funds deposited in the Project Escrow Account may be used to cover any of the City’s costs permitted to be reimbursed under the terms of this Agreement, including the City Infrastructure Project Costs or Fee Costs (as those terms are defined herein). Notwithstanding the foregoing, the City agrees that it shall not seek, or be entitled to, reimbursement from the Project Escrow Account

for any costs incurred by the City: (i) for any work not subject to an Approved Plan, (ii) for which the City has already received payment through the MOU Cost Reimbursement, or (iii) which exceed in the aggregate the Cost Limit.

Funds held in the Project Escrow Account are the sole property of the Company and subject only to the Company's instructions. Nevertheless, whether there are funds in the Project Escrow Account, or the amount thereof will not, unless otherwise provided in this Agreement, limit the Company's obligations to pay the City Infrastructure Project Costs under this Agreement. To the extent the Project Escrow Account is an interest-bearing account, the Company shall be entitled to receive or direct any interest earned on the monies deposited in that account.

2.7 Disbursement Requests. After the execution of an Approved Plan, the City may request at any time disbursement for any Scope of Work subject to an Approved Plan up to the full amount of the Scope Estimate by submitting a disbursement request (each a "Disbursement Request") to the Company. A Disbursement Request may include any construction change orders that have been approved so long as long as the Disbursement Request does not exceed the applicable Scope Estimate for the Approved Plan.

2.8 Reconciliation Reports. On a quarterly basis until the City Infrastructure Projects are completed, the City shall provide the Company a written report of (i) the total amount of City Infrastructure Project Costs paid by the City for the preceding three-month period (each, a "Reconciliation Period"), (ii) an updated Project Budget, indicating any increase or decrease thereto, (iii) a schedule of values covering the Reconciliation Period, (iv) the invoices or other proof of expenditures related to the City Infrastructure Project Costs and (v) such other information as the Company may reasonably request (each, a "Reconciliation Report"). The City shall provide the Reconciliation Report to the Company within thirty (30) days after the last day of each Reconciliation Period during the calendar year (i.e., as applicable, thirty (30) days after the last day of March, June, September and December) until the City Infrastructure Projects are completed. If the payment of any Disbursement Request from the Project Escrow Account results in the City receiving a surplus in excess of its costs eligible for reimbursement under this Agreement (each an "Overpayment Amount"), the Company may (i) apply that Overpayment Amount as a credit toward any future Disbursement Request from the City, or (ii) require the City to refund the Overpayment Amount to the Company within ninety (90) days of providing the City with written notice of such overpayment.

2.9 Company Review. The Company will review and either approve or disapprove each Disbursement Request within fifteen (15) business days after receipt. If the Company approves any Disbursement Request, it shall promptly instruct the Title Company to disburse the amount of the Disbursement Request to the City (or, upon the agreement of the Parties, directly to any contractor or contractors). If the Company disapproves any Disbursement Request, the Company and the City will meet and negotiate in good faith to achieve a resolution. The Company will instruct the Title Company to release funds for payment of retainage only upon reasonable evidence that the applicable release conditions for the payment of such retainage in such contract or subcontract, as applicable, have been satisfied.

2.10 Surplus Funds. To the extent there are surplus funds in the Project Escrow Account following the payment of all City Infrastructure Project Costs, the Title Company is

instructed to refund any remaining balance in the Project Escrow Account to the Company upon the Company's request, and the City agrees to provide conforming instructions to the Title Company upon the request of either the Company or Title Company. For the final Disbursement Request related to City Infrastructure Project Costs, the City shall notify the Company either in the Disbursement Request or in a separate communication delivered timely to the Company thereafter that the subject Disbursement Request includes all remaining City Infrastructure Project Costs.

2.11 Limit on City Infrastructure Project Costs. Unless otherwise agreed by the Parties in writing, the Company shall not under the terms of this Agreement be required to pay for any City Infrastructure Project Costs or Fee Costs which exceed in the aggregate the amount of the Escrow Deposit of \$29,474,917.39 (the "Cost Limit"). The Parties acknowledge that the Cost Limit equals the remaining amount of the City Infrastructure Cost Estimate after deducting the MOU Cost Reimbursement already paid to the City. In the event the City Infrastructure Project Costs and Fee Costs exceed in the aggregate the Cost Limit, the Company shall not be required to make any further payments to the City for the City Infrastructure Project Costs or Fee Costs in excess of the Cost Limit under this Agreement. Should the City Infrastructure Project Costs and Fee Costs exceed in the aggregate the Cost Limit, the Parties may elect to amend this Agreement to, among other things: (i) add funds by the Company to support the completion of the City Infrastructure Projects, (ii) modify or delete any portion of the work applicable to the City Infrastructure Projects, or (iii) make any other changes to this Agreement acceptable to the Parties.

2.12 Utility Capacity. Subject to the completion of the City Infrastructure Projects, the City confirms that it has sufficient water and wastewater treatment capacity for the Data Center Campus Project as described herein. Upon completion of the City Infrastructure Projects, the City shall reserve at least 2,500 gallons per day of water and wastewater treatment capacity for each building constructed for the Data Center Campus Project up to a total water and wastewater treatment capacity of at least 25,000 gallons per day for ten (10) buildings. If the water and wastewater treatment capacity needs of the Data Center Campus Project change over time, the Parties agree to work together in good faith to address any such changes. Water and sewer usage during construction and data center commissioning may exceed the operational reserve capacity of 2,500 gallons per day per building set forth in this paragraph. The Company shall coordinate with the City to communicate, plan for, and manage such usage so that it can be reasonably accommodated by the City.

2.13. Termination by Company. The Company shall have the right to terminate this Agreement for any reason. The Company may terminate the Agreement pursuant to this Section by delivering a written notice of termination to the City in accordance with Section 8.5 of this Agreement (the "Termination Notice"). If the Company exercises its right to terminate the Agreement under this Section, the City shall still be entitled to receive reimbursement from the Company for any City Infrastructure Project Costs incurred by the City or contractually required to be paid by the City pursuant to an Approved Plan prior to receiving the Termination Notice; provided, however, that the City shall not be entitled to receive reimbursement for any costs incurred by the City: (i) in excess of the Cost Limit, (ii) for any work not subject to an Approved Plan, or (iii) for which the City has already received payment through the MOU Cost Reimbursement.

2.14. Primary Contact Person. The Parties understand that that the performance of this Agreement may require prompt communication between the Parties, and in order to support such communication, each Party has agreed to designate a primary contact person. The initial primary contact persons are (i) for the Company, AMERSLAND@microsoft.com., and (ii) for the City, the City Administrator. Either Party may change its primary contact person at any time by notifying the other Party. The primary contact person for each Party shall be responsible for overseeing and resolving issues that may arise related to the performance of this Agreement and communications between the Parties. The primary contact person should be available to conduct meetings, visit project work areas and to assist with coordinating work related to this Agreement.

ARTICLE III. REAL PROPERTY TAX PAYMENTS

3.1 Property Taxes. The Company agrees to make or ensure timely payment of all real property taxes as they come due with respect to the Property throughout the Term of this Agreement, provided, however, that nothing herein shall be interpreted to limit the Company's ability to challenge or contest any assessment or valuation of the Property as permitted by law or exercise any of its rights under Section 1.8 of this Agreement.

ARTICLE IV. ASSIGNMENT AND TRANSFER

4.1 Status of the Company; Assignment. The Company may assign its rights and obligations under this Agreement, in whole or in part, without the approval of the City to (i) any entity controlling, controlled by or under common control with the Company (each an "Affiliate"), in which case the Company shall be relieved of its obligations hereunder with respect to any portion of the Agreement assigned. The Company shall provide notice to the City of any assignment permitted hereunder to an Affiliate. Except in the event of an assignment to an Affiliate as permitted herein, the Company represents and agrees that, during the Term of this Agreement, the Company will maintain its existence as a Company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Property, the Data Center Campus Project, or this Agreement to any other party unless: (i) the transferee, whether a partnership, corporation, limited liability company, individual, joint venture, or any other legal entity, assumes in writing all of the then-outstanding obligations of the Company under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent by the City shall not be unreasonably withheld, conditioned or delayed.

ARTICLE V. INDEMNIFICATION

5.1 Indemnification. Except to the extent arising from any willful misrepresentation, negligence or willful or wanton misconduct or any unlawful act of the City or as otherwise provided in Section 6.5 of this Agreement, the Company agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any

third-party claim, demand, action, citation or legal proceeding arising out of or resulting from any Event of Default by an act or omission of the Company.

ARTICLE VI. DEFAULT AND REMEDIES

6.1 Default Provisions. The following shall be Events of Default under this Agreement, and the term “Event of Default” shall mean, whenever it is use in this Agreement (unless otherwise provided), any one or more of the following events:

- a. Failure by the Company pay the City Infrastructure Project Costs pursuant to the terms and conditions of this Agreement.
- b. Failure by the Company to fully and timely remit payment of property taxes when due and owing in accordance with Section 3.1 of this Agreement.
- c. The holder of any Mortgage (as hereinafter defined) on the Property commences foreclosure proceedings as a result of any default under the applicable Mortgage documents and such proceedings are not dismissed within ninety (90) days after commencement. For purposes of this Agreement, “Mortgage” means any mortgage or security agreement in which the Company has granted a mortgage or other security interest in the Property, or any portion or parcel thereof, or any improvements constructed thereon.
- d. The Company:
 - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Company as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Company or the Data Center Campus Project, or part thereof, shall be appointed in any proceedings brought against the Company, and shall not be discharged within ninety (90) days after such appointment, or if the Company shall consent to or acquiesce in such appointment;

- e. Except as otherwise provided in this Agreement, failure by the Company or the City to observe or perform any material term or condition of this Agreement.

6.2 Notice and Remedies.

- a. Whenever any Event of Default described in this Agreement occurs, on account of the Company, the City shall provide written notice to the Company describing the cause of the Event of Default and the reasonable steps that must be taken by the Company in order to cure the Event of Default. The Company shall have thirty (30) days after receipt of the notice to cure (or cause the cure of) the Event of Default or to provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. If the Company fails to cure (or cause the cure of) the Event of Default or provide assurances and thereafter proceed to cure (or cause the cure of) the Event of Default according to those assurances, as during the continuance of an Event of Default, the City shall then have the right to:
 - i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement (provided, however, that the City shall not be entitled to the remedy of specific performance to require the Company to construct all or any portion of the Data Center Campus Project).
 - ii. Suspend its performance under this Agreement until it receives assurances from the Company, deemed adequate by the City, that the Company will cure its default and continue its performance under this Agreement.
 - iii. Terminate this Agreement.
- b. Whenever any Event of Default described in this Agreement occurs, on account of the City, the Company shall provide written notice to the City describing the cause of the Event of Default and the steps that must be taken by the City in order to cure the Event of Default. The City shall have thirty (30) days after receipt of the notice to cure the Event of Default or to provide assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible. If the City fails to cure the Event of Default or provide assurances and thereafter proceed to cure the Event of Default according to those assurances, as during the continuance of an Event of Default, the Company shall then have the right to terminate this Agreement, and/or pursue any right or remedy available at law or in equity.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Company is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Except as otherwise provided in this Agreement, no delay or omission to exercise any right or power accruing

upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4. No Implied Waiver. Neither Party may waive any condition or breach of any representation, term, or covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement. .

6.5 Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement, except as set forth in Section 5.1 of this Agreement.

ARTICLE VII. ATTORNEYS' FEES

7.1 Agreement to pay Attorneys' Fees. The Company shall pay to the City an amount equal to the actual, reasonable and customary costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City, associated with the preparation and adoption of any necessary amendment to the urban renewal plan for the Urban Renewal Area and negotiation, drafting and authorization of this Agreement, but, in no case, an amount exceeding \$60,000 (the "Fee Costs"). Payment of the Fee Costs will be made by the Company to the City within forty-five (45) days of the date on which the City presents a statement to the Company demonstrating such costs. If the Company elects in its sole discretion, the payment of the Fee Costs may be made from the Project Escrow Account. The Fee Costs shall not include any costs for which the City has already received reimbursement from the Company pursuant to the MOU or any costs which, when aggregated with all other costs reimbursed to the City under this Agreement, exceed the Cost Limit.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1. Successors; No Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties. The only Parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

8.2. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the earliest of (i) thirty (30) years after the Commencement Date, or (ii) the date on which the Agreement is otherwise terminated in accordance with its terms, if applicable.

8.3 Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

8.4. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned, photocopied, or electronic signature on this Agreement, any amendment hereto, or any notice delivered hereunder shall have the same legal effect as an original signature.

8.5 Notices. Except as otherwise expressly provided in this Agreement, a notice or other communication under this Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a. In the case of the Company, is addressed to or delivered personally to: Microsoft Corporation, at each of the addresses set forth below:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-8300
Email : dcincent@microsoft.com
Attention: CO+I Data Center Tax Incentive Compliance Team

With copies to:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-8300
Email: mciocela@microsoft.com
Attention: MCIOCELA

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attn: Cloud Infrastructure and Acquisitions
email: AMERSLAND@microsoft.com

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-8300
Email : amysher@microsoft.com
Attention: Microsoft Tax, Amy Schmierer

- b. In the case of City, is addressed to or delivered personally to: City Administrator, City Hall, City of Van Meter, 310 Mill Street, PO BOX 160, Van Meter, IA, 50261.

- c. The City or the Company may, upon written notice to the other Party, change the address(es) to which such notices and demands are made.

8.6 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing (each a “Mortgage”) with respect to the construction, development, use or operation of the Data Center Campus Project and parts thereof. The City shall execute and deliver such documents and instruments as are reasonably requested by the Company in connection with obtaining, modifying or releasing any such Mortgage within thirty (30) days of the request therefor. A holder of a Mortgage (each a “Mortgage”) shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

8.7 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an “Estoppel Certificate”). The City Administrator or the City Administrator’s authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

8.8 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination.

[SIGNATURE PAGE FOLLOWS]

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written below.

CITY OF VAN METER, IOWA

By: _____
Joe Herman, Mayor

Date: _____

Attest: _____
City Clerk

MICROSOFT CORPORATION

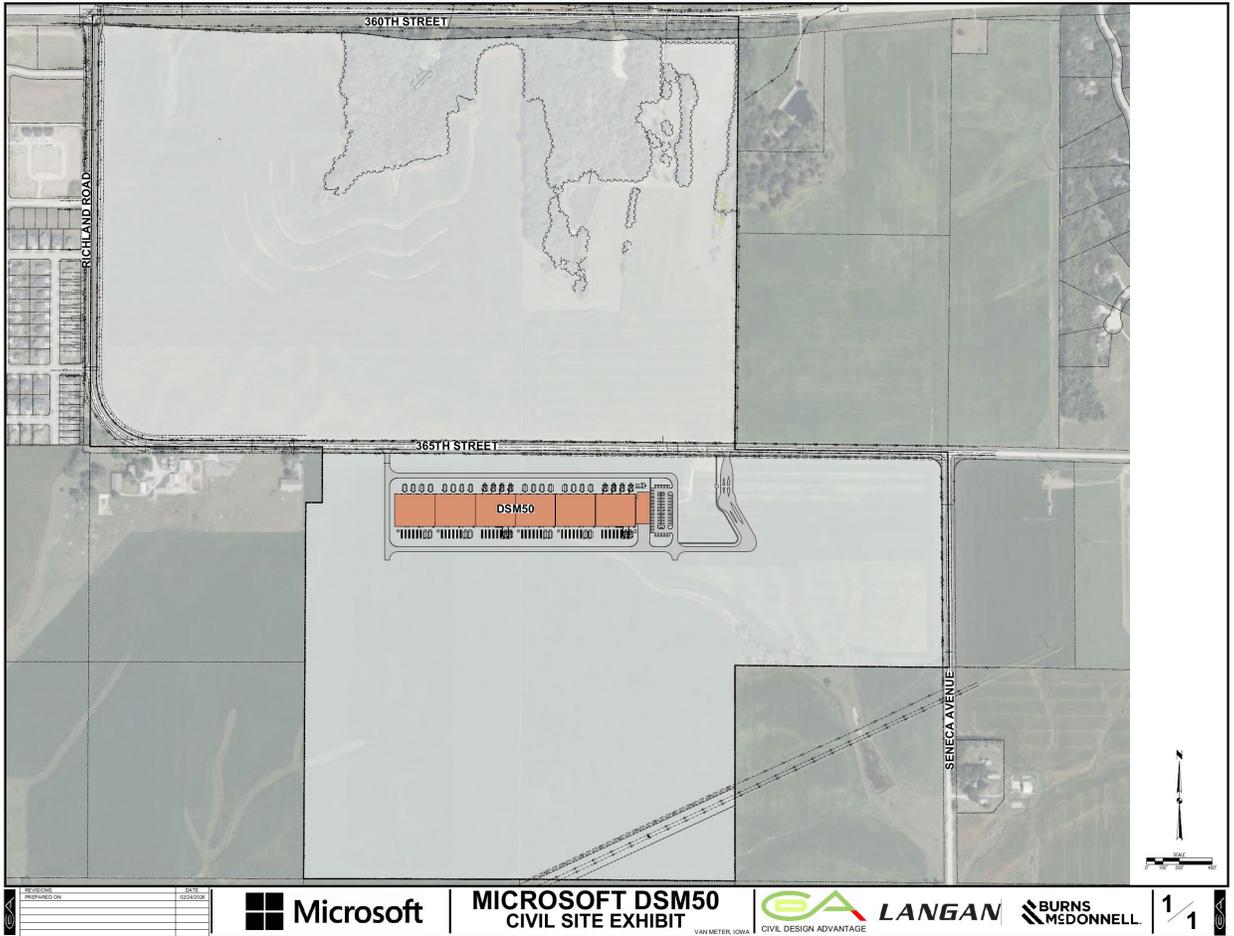
By: _____
[Name, Title]

Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Beginning at the north quarter corner of Section 34, Township 78 North, Range 27 West of the 5th Principal Meridian; thence East along the north line of the northeast quarter of said Section 34 to the northeast corner of said Section 34; thence East along the north line of the west one-half of the northwest quarter of Section 35, Township 78 North, Range 27 West of the 5th Principal Meridian to the northeast corner of the west one-half of the northwest quarter of said Section 35; thence South along the east line of the west one-half of the northwest quarter of said Section 35 to the southeast corner of the west one-half of the Northwest of said Section 35; thence East along the north line of the northeast quarter of the southwest quarter of said Section 35 to the northeast corner of the northeast quarter of the southwest quarter of said Section 35; thence South along the east line of the northeast quarter of the southwest quarter of said Section 35 to the southeast corner of the northeast quarter of the southwest quarter of said Section 35; thence West along the south line of the northeast quarter of the southwest quarter of said Section 35 to the southwest corner of the northeast quarter of the southwest quarter of said Section 35; thence South along the east line of the southwest quarter of the southwest quarter of said Section 35 to the southeast corner of the southwest quarter of the southwest quarter of said Section 35; thence West along the south line of the southwest quarter of the southwest quarter of said Section 35 to the southwest corner of said Section 35; thence West along the south line of the southeast quarter of the southeast quarter of Section 34, Township 78 North, Range 27 West of the 5th Principal Meridian to the southwest corner of the southeast quarter of the southeast quarter of said Section 34; thence North along the west line of the southeast quarter of the southeast quarter of said Section 35 to the northwest corner of the southeast quarter of the southeast quarter of said Section 34; thence North along the west line of the northwest quarter of the southeast quarter of said Section 34 to a point located 340 feet south of the northwest corner of the northeast quarter of the southeast quarter of said Section 34; thence East a distance of 100 feet; thence North a distance of 300 feet; thence west a distance of 100 feet to a point on the west line of the northeast quarter of the southeast quarter of said Section 34; thence North along the west line of the northeast quarter of the southeast quarter of said Section 34 a distance of 40 feet to the northwest corner of the northeast quarter of the southeast quarter of said Section 34; thence West along the south line of the northeast quarter of said Section 34 to the Center of said Section 34; thence North along the west line of the northeast quarter of said Section 34 to the Point of Beginning.

EXHIBIT B
DRAFT SITE PLAN



The attached Exhibit B is a draft unapproved site plan by the City. The Company will follow the City's Site Plan Ordinance for approval of the Site Plan by the City Council.

EXHIBIT C
SCHEDULE FOR DEVELOPMENT OF DATA CENTER CAMPUS PROJECT

The following schedule provides a good faith estimate for the start and completion of each phase of the Data Center Campus Project. The Parties to this Agreement recognize that (i) the scope and timing of the Data Center Campus Project may change considerably over time, and (ii) the City has no right to compel the Company to commence or complete construction of the Data Center Campus Project or any phase thereof.

Building	Start	Completion
1	2028	2030
2	2029	2031
3	2030	2032
4	2031	2033
5	2032	2034
6	2033	2035
7	2034	2036
8	2035	2037
9	2036	2038
10	2037	2039

EXHIBIT D
PROJECT APPROVALS

Preliminary Plat Approval – Upon submission of the application and updated Preliminary Plat by the Company or their representative, the City Engineer will provide comments within 15 days. After all comments have been addressed, City staff will place the Preliminary Plat on the next agenda for the Planning and Zoning Commission meeting. The Commission, within 45 days of filing the application, will forward a recommendation to the City Council. Action on the application for approval by the City Council shall be taken within 90 days of filing the updated Preliminary Plat as required by the City Code of Ordinances. The Company will be responsible to pay application fee of \$100.00 and anticipated cost for the City Engineer review of the Preliminary Plat, approximately \$4,000.

Final Plat Approval - It is noted that The Company will not have any public improvements within the subdivision plat that would be dedicated to the City. As such it appears that after approval of the preliminary plat by the City, the final plat may be considered for approval.

Upon submission of the application and the updated Final Plat by the Company or their representative, the City Engineer will provide review comments within 15 days. After all comments have been addressed, City staff will place the Final Plat on the next agenda for Planning and Zoning Commission meeting. The Commission, within 45 days of filing the application, shall approve or disapprove the Final plat. If disapproved, the Commission shall set forth its reasons and provide a copy for the applicant. City Council shall approve or disapprove Final Plat within 60 days of application unless a time period is extended by agreement with the Company and the City by the City of Code of Ordinances. The Company will be responsible to pay application fee of \$10.00 and anticipated cost for the City Engineer review of the Final Plat, approximately \$4,000.

Plat of Survey – A Plat of Survey is anticipated to dedicate a parcel for MidAmerican power station for the Company DSM 50 site. Upon submission of the application of the Plat of Survey by the Company or their representative, the City Engineer will provide review comments within 15 days. After all of the comments have been addressed, City staff will place the Plat of Survey on the next agenda for the Planning and Zoning Commission meeting. The Commission, within 45 days of filing the application, will forward a recommendation to the City Council. Action on the application for approval by the City Council shall be taken within 90 days of filing the Plat of Survey as required by the City Code of Ordinances. Company will be responsible to pay application fee in the amount of \$50.00 and anticipated cost for the City Engineer review of the Plat of Survey, approximately \$2,000.

Site Plan Approval - Upon submission of the application and updated Site Plan for each Building, the City Engineer will provide review comments within 15 days. After all of the comments have been addressed, City staff will place the Site Plan on the next agenda for Planning and Zoning Commission meeting. The Commission, within 45 days of filing the application, will forward a recommendation to the City Council. Action on the application for approval by the City Council shall be taken within 60 days of filing the updated Site Plan for each Building as required by the City Code of Ordinances. The Company will be responsible to pay application fee of \$250.00 and anticipated cost for the City Engineer review for each Building Site Plan, approximately \$8,000.

Building Plan Review & Building Permit (For each Building) - Upon submission of Building Plan Review for each Data Center Campus building, the City Building Inspector will provide review comments within 30 days. After Building Permit Review has been completed, the City Building Inspector will provide the Building Permit Application fee to the Company within 15 days of receipt of application. Company may not start construction of the Building until Building Permit fee has been paid in full and the Building Permit has been issued to the Company. The Building Permit fee includes the Building Plan Review Fee.

Grading Permit (rough grading for campus and final grading for each building) - Grading Permit for rough grading of the total project site may be requested from the City Building Inspector. Company may not start rough grading of site until Grading permit has been issued to the Company. Grading Permit fee will be included in the Building Permit. A decision on any request for a Grading Permit shall be made within 15 days of the City Building Inspector receiving such a request.

Water Meter – The City Engineer and City Public Works Director will provide specifications and/or approvals for water meters within fifteen (15) days of receipt of the request.

EXHIBIT E

City Infrastructure Summary

For Offsite Infrastructure

This exhibit provides an overview of each anticipated Scope of Work for the City Infrastructure Projects. Each "Project Name" referenced below constitutes a separate "Scope of Work" under the Development Agreement between Microsoft Corporation and the City of Van Meter, Iowa. The project numbering does not represent the sequential order of the projects. City Infrastructure Projects anticipated schedule is dependent on the Development Agreement approved at the March 2026, City Council meeting (or at a Council meeting thereafter).

Project Name: Tabor Road and 365th Street Improvements

Project Number: 1

Project Description:

Improvements to Tabor Road from 360th (F90) south to the intersection with 365th and improvements to 365th from Tabor Road to one-quarter mile west of Seneca Avenue. The project will improve the existing gravel surface to a 24-foot roadway Hot Mix Asphalt pavement section with 4-foot gravel shoulder. Project intent is to minimize reconstruction of the embankment for a 45 MPH road design. Dallas County will be responsible for any replacement of large box drainage culverts. Sections of Tabor Road and 365th Street are located in the unincorporated area of Dallas County. The City of Van Meter and Dallas County have agreed to a 28E agreement to proceed with design and construction of the project. Schedule is dependent on the availability of Detour Routes for the project.

Current Status: Design is approximately 90% complete

Tasks to be completed:

- Present project to Dallas County Board of Supervisors and if necessary, update 28E agreement.
- City/V&K obtain Dallas County Work within Right of Way Permit.
- Coordinate construction of project with Dallas County. Dallas County indicated their crews will replace large culverts within project.

Schedule Requirement: Project is needed to provide an upgraded access route to the Microsoft site for early-works construction including early site grading work.

Anticipated Schedule:

- Project anticipated to bid in Summer 2026 depending on funding availability.

- Start of construction anticipated late Summer 2026 depending on availability of construction funds.
- Construction substantial completion anticipated by winter 2026/2027, except for surface restoration and/or stabilization of grass seed areas. Soil Stabilization completed spring 2027.

Project Name: F90 (East) and Tabor Road Turning Lane Improvements

Project Number: 2

Project Description:

Roadway improvements to 360th Street (F90) from Ute Avenue to just west of Tabor Road. Project will improve the eastern part of F90. The proposed improvements to F90 will follow the same design concept being used by Dallas County for the F90 reconstruction project to the west of the Microsoft site. The design concept being used by Dallas County is to remove the top pavement and crack and seat the bottom section of PCC pavement. The subbase will be widened to allow for a 30-foot top width for a new Hot Mix Asphalt, (HMA) surface. The pavement will be a 24- foot roadway section with 3-foot paved shoulders including a 6- inch rumble strip on the pavement side of the shoulder. Construction of turning lanes onto Tabor Road from F90 will be included in the project. The project is located in the unincorporated area of Dallas County. The City of Van Meter and Dallas County have agreed to a 28E agreement to proceed with design and construction of the project. Schedule is dependent on the availability of Detour Routes for the project.

Current Status: Design 90% Complete

Tasks to be completed:

- Present project to Dallas County Board of Supervisors and if necessary, update 28E agreement.
- City/V&K obtain Dallas County Work within Right of Way Permit.
- City/V&K/County obtain Iowa DOT Traffic Control Permit for Detour Routes on Highway I-80.
- Coordinate with Dallas County for Dallas County's current 2026 F90 Pavement Widening and HMA resurfacing project anticipated to start spring 2026 and finish August 2026. Project starts near the City of De Soto and ends R Avenue (City of Van Meter West Boundary) or approximately 2.5 miles of road reconstruction. Projects will need to coordinate temporary traffic control patterns during construction.

Schedule Requirement: Project is needed to provide an upgraded access route to the Microsoft site from the east to avoid impact for early-works construction including early site grading work.

Anticipated Schedule:

- Project anticipated to bid in Summer 2026 depending on funding availability.

- Start of construction anticipated late Summer 2026 depending on availability of construction funds.
- Construction substantial completion anticipated by Winter/Spring 2027.

Project Name: Richland Road and Utility Improvements

Project Number: 3

Project Description:

Improvements to 365th Street from Richland Road to one-quarter mile west of Seneca Avenue including construction of new street pavement, new water main and new sanitary sewer. This project includes three separate project phases. One project phase will pave approximately 2,900 linear feet of existing gravel road of 365th with Hot Mix Asphalt to match Project 1. Second project phase will extend a 12-inch water main from the intersection of Bulldog Avenue and Richland Road south and east to one-quarter mile west of Seneca Avenue near the east boundary of the north Microsoft campus. Third project phase will extend a 10-inch sanitary sewer from Bulldog Avenue to the point near the east end of the north Microsoft campus. It is anticipated all three project phases will be packaged and bid as one project.

Current Status: Design 75% Complete

Tasks to be completed:

- Obtain Iowa DNR construction permits for water and sanitary sewer

Schedule Requirement: Project is needed to provide an upgraded secondary access route to the Microsoft site for early-works construction including early site grading work. Project is needed to provide onsite water and sewer availability for construction to the southern area of the Microsoft site south of 365th Street.

Anticipated Schedule:

- Project anticipated to bid in Summer 2026
- Start construction Fall 2026
- Construction completion anticipated by Spring/Summer 2027.

Project Name: F90 Improvements (Middle) Microsoft entrance to Tabor Road

Project Number: 4

Project Description:

This project was planned to be the last project to be constructed for the City Infrastructure Improvements. This project was considered a contingency project and may be reduced in scope or deleted depending on available project funding. Improvements to F90 from west of Tabor Road to the Microsoft entrance east of Richland Road. The design concept of F90 would be very

similar to Project 2 and follow the same design concept being used by Dallas County for the F90 reconstruction. Sections of 365th Street are located in the unincorporated area of Dallas County. The City of Van Meter and Dallas County have agreed to a 28E agreement to proceed with design and construction of the project. The intent of the project was to be the last project constructed to ensure funding is available for the project.

Current Status: Design has not started for the project.

Tasks to be completed:

- Present project to Dallas County Board of Supervisors and if necessary, update 28E agreement.
- City/V&K obtain Dallas County Work within Right of Way Permit.

Schedule Requirement: This project was envisioned to be the last project constructed and was only to be constructed if funding allowed for construction of the project. This project will be needed once the north campus buildings are constructed and operational.

Anticipated Schedule:

- Design of project Summer to Winter 2028
- Project anticipated to bid in Spring 2029
- Start construction Spring/Summer 2029
- Construction completion anticipated by Fall/Winter 2029.

Project Name: F90 Improvements (West) – Jerry Street to Microsoft Site and Richland Road

Project Number: 5

Project Description:

Improvements to F90 (360th) from Jerry Street to the Microsoft site entrance anticipated to be located about one-quarter mile east of Richland Road. This project includes four separate projects or phases. One project phase will reconfigure F90 and Richland Road intersection to a potential roundabout. Second project phase will be reconstruction of F90 (360th) similar to project 2. The third project phase will include construction of a pedestrian underpass under F90 west of the intersection with Richland Road. The fourth project will be reconstruction of the paved surface of Richland Road south from the intersection of 360th to Bulldog Avenue. The four projects may be combined into one project or bid as separate projects.

Current Status: Not Started

Tasks to be completed:

- Present project to Dallas County Board of Supervisors for the County's information.

Schedule Requirement: This project is planned to occur after Project 1, 2, and 3 are complete to minimize impacts and provide temporary traffic control and detour routes to the residential area west of Richland Avenue.

Anticipated Schedule:

- Design of project Spring 2027 to Winter 2027
- Project anticipated to bid in Winter/Spring 2028
- Start construction Spring/Summer 2028
- Construction completion anticipated by Fall 2029

Project Name: Water Tower

Project Number: 6

Project Description:

Construction of approximately 150,000 gallon water tower to maintain consistent water pressure and supply for the Microsoft Data Center. The water tower project will modify the controls of the recently constructed booster station to transition the station from a continuous operating closed system booster station to an open system booster station. An engineering report must first be conducted to determine the location, basis of design, sizing, cost to receive Iowa DNR permitting for the new water tower.

Current Status: Not Started

Tasks to be completed:

- Develop IDNR Preliminary Engineering Report for water tower.
- Obtain Iowa DNR construction permit for water tower.

Schedule Requirement: The City believes this is an important project for the Microsoft Campus and should be completed prior to construction of the first Data Center building. The water tower will provide consistent volume and pressure for the first building and construction worker campus. Additionally, the water tower will provide a volume of water for fire protection during construction of the first buildings.

Anticipated Schedule:

- Develop Preliminary Engineering Report Summer 2026
- Design of project Fall 2026 to Winter 2027
- Project anticipated to bid in Spring 2027
- Start construction Summer 2027
- Construction completion anticipated by Summer/Fall 2028

Project Name: Raccoon River Bridge Repairs

Project Number: 7

Project Description:

Improvements to the 360th bridges over the Raccoon River and Raccoon River overflow channel. The improvements for both bridges are described in the January 2, 2025 Feasibility Study completed by Calhoun-Burns & Associates. The project may be bid as part of project 2 or as a separate construction project. The project is located in the unincorporated area of Dallas County. The City of Van Meter and Dallas County have agreed to a 28E agreement to proceed with design and construction of the project. This project may be combined with Project 2 and bid as one complete design bid package.

Current Status: Design is 90% complete

Tasks to be completed:

- Present projects to Dallas County Board of Supervisors and if necessary, obtain updated 28E agreement
- Obtain Dallas County Work within Right of Way Permit
- Obtain Iowa DOT Traffic Control Permit

Schedule Requirement: This project should be completed prior to start of construction for the first building. The bridges need major maintenance to avoid closure of F90 during construction of the Datacenter buildings. F90 will be closed for a minimum of 3 months between December thru March for reconstruction of the bridge structure. A majority of the Construction access for the data centers will be from the east across the Raccoon River Bridges.

Anticipated Schedule:

- Project anticipated to bid in Summer 2026 depending on funding availability.
- Start of construction anticipated December 2026 to March 2027
- Construction substantial completion anticipated by Winter/Spring 2027

Project Name: Mill Street Realignment

Project Number: 8

Project Description:

Realignment of Mill Street at the Elm Street intersection. The goal of this project is to eliminate the tee intersection of Mill Street and Elm Street and tie into the curve from Elm Street to Richland Road. Elm Street may transition to a cul-de-sac and will not have direct access to Mill Street. This project involves the acquisition of two or three properties. From a scope of construction perspective this project is one of the smallest and only involves slightly more than one block of street realignment.

Current Status: Not Started

Tasks to be completed:

- Project will require acquisition of property and easements for realignment of Mill Street.

Schedule Requirement: This project is not needed to support the schedule of a particular phase for the construction of the datacenter project. Mill Street has direct access to Highway 80. It is anticipated Microsoft staff will use Mill Street to access newly finished Microsoft campus buildings.

Anticipated Schedule:

- Start Acquisition of property Summer 2027
- Design of project Fall 2027 to Winter 2028
- Project anticipated to bid in Spring 2028
- Start construction Spring/Summer 2028
- Construction completion anticipated by Spring 2029.

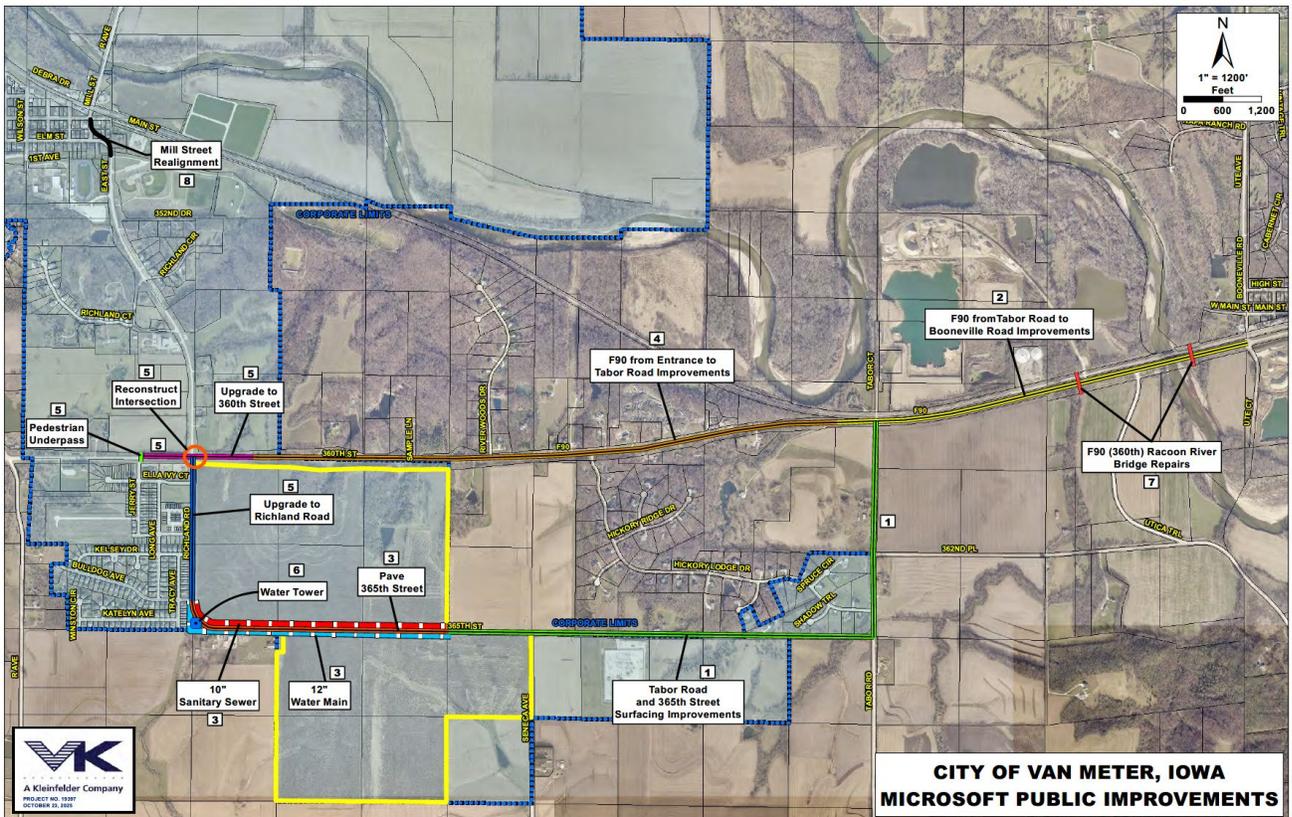


EXHIBIT F

City Infrastructure Estimated Project Budget Table

Project #	Project Name	Engineering Fee *	Construction Estimate **	Contingency	Total Project Cost Estimate
1	365 th Street and Tabor Road	\$630,000	\$4,336,000	\$347,600	\$5,313,600
2	F90 & Tabor Turn Lane	\$442,800	\$3,047,000	\$244,300	\$3,734,100
3	365th Utilities	\$521,200	\$3,586,750	\$287,500	\$4,395,450
4	F90 Improvement to MS Site	\$540,800	\$3,722,000	\$298,400	\$4,561,200
5	F90 Intersection & Richland	\$598,000	\$4,117,400	\$330,000	\$5,045,400
6	Water Tower	\$178,200	\$1,227,250	\$98,400	\$1,503,850
7	Raccoon River Bridges	\$380,000	\$2,615,000	\$209,500	\$3,204,500
8	Mill Street Realignment	\$147,500	\$1,011,500	\$82,900	\$1,241,900
All	Infrastructure Total	\$3,438,500	\$23,662,900	\$1,898,600	\$29,000,000

PROPERTY ACQUISITION

\$1,000,000

Administrative and Legal

\$ 100,000

TOTAL

\$30,100,000

*Engineering Services include Design and Construction Engineering Services at approximately 14.5% of project total. **Contingency set at approximately 7%.

- The City Infrastructure Estimated Project Budget Table is dependent on the Development Agreement approved by the City Council at the March 2026 Council meeting (or at a Council meeting thereafter).
- The Company and City recognize that the City Infrastructure Estimated Project Budget is based on budget estimates from aerial photography for the City Infrastructure Projects identified in Exhibit E and Exhibit F. Final budget estimates will be determined during the design of each City Infrastructure Project. The Company and City may adjust City Infrastructure Project Budget between projects to beneficially fund each project not to exceed the Cost Limit. In the event of the City Infrastructure Project Costs and Fee Costs exceed in the aggregate the Cost Limit, the Parties may elect to amend the Agreement to, among other things: (i) add funds by the Company to support the completion of the City Infrastructure Projects, (ii) modify or delete any portion of the work applicable to the City Infrastructure Projects, or (iii) make any other changes to this Agreement acceptable to the parties.

EXHIBIT G

Project Plan Template

Project Plan Number: _____

This project plan upon execution shall be an Approved Plan under the terms of the Development Agreement dated as of _____, 2026, between the City of Van Meter, Iowa, and Microsoft Corporation (the “Agreement”).

- A. **Project Plan date:**
- B. **Project name:**
- C. **Component description.** The “Component” under this Project Plan is as follows:
- D. **Project Documents & Deliverables.**
- E. **Project Estimated Cost.**
- F. **Project Planned Schedule.**

Approvals. The applicable Party will submit Project Documents and Deliverables as described above of each Component to each other Party for review and approval as mutually agreed upon by the Parties in the Project Plan. Unless otherwise stated in this Project Plan, the Parties will have 14 calendar days to conduct the review and provide comments or approval. Upon the written approval of the Parties’ Authorized Representatives, the Project Document or Deliverable will be deemed “**Approved.**”

If there are already finalized documents & deliverables. The City and Microsoft have agreed on the previously prepared documents & deliverables attached to this Project Plan as Exhibits.

Components with Design and Construction. Microsoft will bear all the costs it incurs in design and construction, miscellaneous permit fees, and associated costs of the Component or it otherwise incurs in relation to this Project Plan, except as set forth in the Agreement.

Acceptance and conveyance. The Parties will follow the processes set forth in the Agreement for acceptance and conveyance of the Component following its completion.

The signatures of the Parties below signify the Parties’ approval of this Project Plan according to the Agreement.

<p>CITY OF VAN METER</p> <p>By: _____ Joe Herman, Mayor Date _____</p>	<p>MICROSOFT CORPORATION</p> <p>By: _____ Name: _____ Title: _____ Date _____</p>
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EXHIBIT H
CITY PLAN REVIEW FEES

The City shall charge the Company for the following fees associated with the Project Approvals, with such fees to be charged in the reasonable and customary amounts that would otherwise apply to similarly situated businesses under the Applicable Rules, and as described below:

- **Fee for Preliminary Plat Review** – The fee for filing of a Preliminary Plat shall be \$100.00 plus reimbursement to the City by the person submitting the Preliminary Plat and any amended plat submissions for all actual costs incurred by the City for professional services including Engineers’ cost as stated in Exhibit D. If corrections are required, the applicant will be allowed to resubmit, with the corrections, one time free of charge.
- **Fee for Final Plat Review** - The fee for filing of a Final Plat shall be \$10.00 plus reimbursement to the City by the person submitting the Final Plat and any amended plat submissions for all actual costs incurred by the City for professional services including Engineers’ cost as stated in Exhibit D. If corrections are required, the applicant will be allowed to resubmit, with the corrections, one time free of charge.
- **Fee for Plat of Survey Review** - The fee for filing of a Plat of Survey or Retracement Plat of Survey shall be \$50.00 plus reimbursement to the City by the person submitting the Final Plat and any amended plat submissions for all actual costs incurred by the City for professional services including Engineers’ cost. If corrections are required, the applicant will be allowed to resubmit, with the corrections, one time free of charge.
- **Fee for Site Plan Review** - The fee for filing of a Site Plan shall be \$250.00 plus reimbursement to the City by the person submitting the Site Plan and any amended Site Plan for all costs incurred by the City for professional services including Engineers’ cost as stated in Exhibit D. If corrections are required, the applicant will be allowed to resubmit, with the corrections, one time free of charge.

Fees associated with the Preliminary Plat Review, Final Plat Review, Plat of Survey Review, and Site Plan Review are not included in the City Infrastructure Project Costs and will be invoiced to the Company by the City for the actual fees incurred for professional services as well as the applicable submission fee as stated in the City’s Code of Ordinances. Fees associated with the Preliminary Plat Review, Final Plat Review, Plat of Survey Review, and Site Plan Review are the sole responsibility of the Company.

The City’s Code of Ordinances sets the fees for Building Permits & Inspections. The estimated Building Permit Fee as defined by City Ordinance is \$165,000 per building assuming each building is similar in nature. A Building Permit is required for each building to be constructed. This fee includes all necessary inspection fees as well as the 1 Water Main Connection Fee and 1 Sewer Connection. The Building Permit Fee does not include the cost of any necessary water meters. The full cost of any meter larger than a 5/8-inch meter shall be paid to the City by the Company prior to the installation of any such meter by the City or, at the sole option of the City,

the Company may be required to purchase and install such meter in accordance with requirements established by the City. Building Permit & Inspection Fees, utility connection fees and cost of any necessary water meters are not included in the City Project Infrastructure Costs and are the sole responsibility of the Company.

The estimated Building Plan Review is \$107,000 per building. A Building Plan Review is required for each building to be constructed. The plan review is based on the 2021 International Building Code. The initial Building Plan Review fee under the 2021 International Building Code (“2021 IBC”) will be invoiced to the Company by the City for actual fees incurred for professional services. Any subsequent Building Plan Review submitted while the City is using the 2021 IBC (unless there is a substantial change in the design) will be reviewed and invoiced to the Company by the City at a flat rate of \$20,000 per Building Plan Review. The City anticipates adoption of the 2027 International Building Code (“2027 IBC”) in calendar year 2028. Prior to adoption, the City will provide 60 days written notice to the Company. The first Building Plan Review submitted after adoption of the 2027 IBC will be invoiced by the City for actual fees incurred for professional services. Any subsequent Building Plan Review submitted while the City is using the 2027 IBC (unless there is a substantial change in the design) will be reviewed and invoiced to the Company by the City at a flat rate of \$25,000 per Building Plan Review. In the event that the construction period extends into calendar year 2034 and the City adopts the 2033 International Building Code (“2033 IBC”), prior to adoption, the City will provide 60 days written notice to the Company. The first Building Plan Review submitted after adoption of the 2033 IBC will be invoiced to the Company by the City for actual fees incurred for professional services. Any subsequent Building Plan Review submitted while the City is using the 2033 IBC (unless there is a substantial change in the design) will be reviewed and invoiced to the Company by the City at a flat rate of \$30,000 per Building Plan Review. Building Plan Review fees are not included in the City Project Infrastructure Costs and are the sole responsibility of the Company.

The City Council shall establish by resolution a schedule of fees, charges, and expenses and a collection procedure for building permits, certificates of zoning compliance, site plan reviews, appeals, and other matters pertaining to the City’s zoning code. Such fees may, from time to time, be amended by the Council by resolution.

Agenda Item #5

Resolution #2026-26- A Resolution Setting a Public Hearing for the FY 27 Budget

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: Do I hear a motion to approve Resolution #2026-26

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

Mayor: The resolution is approved.

RESOLUTION #2026-26

**A RESOLUTION SETTING DATE FOR PUBLIC HEARING FOR FISCAL YEAR
JULY 1, 2026 – JUNE 30, 2027 (FY27) BUDGET ADOPTION**

WHEREAS, Notice of Public Hearing for the proposed FY27 Budget is required prior to holding said public hearing and adoption of proposed Budget; and

WHEREAS, the City Clerk is required by law to publish said notice in the Des Moines Register between four (4) and twenty (20) days before said hearing.

NOW THEREFORE BE IT RESOLVED by the Van Meter City Council that the Public Hearing for the proposed FY27 Budget is set for April 27, 2026 at 6:15 pm at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261.

BE IT FURTHER RESOLVED, the City Clerk is directed to publish the notice of hearing as required by law as well as online at www.vanmeteria.gov.

PASSED AND APPROVED this 23rd day of March 2026.

Joe Herman, Mayor

ATTEST:

Travis Cooke, City Clerk



Van Meter, Iowa City Administrator



**Apply by April 23, 2026
4:30 PM Central Time**

The City of Van Meter, Iowa (ACS 2024 estimate 1,628) seeks a strong, innovative leader with outstanding economic development, communication, and organizational development capabilities for its next City Administrator. Van Meter is looking for a knowledgeable, assertive leader who can support the elected officials in their policy-making efforts. Van Meter is a growing community located on the western edge of the Des Moines, Iowa metropolitan area and enjoys a prime location on I-80 with desirable transportation access supporting its continued economic expansion. Van Meter's growth, economic foundation, stable finances and tenured leadership offer an amazing professional opportunity. The City Administrator will be active and visible throughout the community and a mentor to staff.

Please contact Theia Management Consulting
at 515.322.6597 with any questions.

Recruitment Timeline

Application materials due
by: April 23, 2026, 4:30 p.m.
CT

Zoom Interviews for
Candidates: April 30

Finalist interviews:
May 16, including
community tours and public
meet and greet

Employment Start:
30-45 days post employment
agreement approval



Van Meter, Iowa City Administrator Population 1,628

Our Community

Van Meter is located in Dallas County, Iowa, one of the fastest growing counties in the country and lies along the Raccoon River. Van Meter enjoys an expanding economy, having participated in the Certified Site program through the Iowa Economic Development Authority. A large, global corporation recently purchased hundreds of acres in the City's industrial park for a data center.

The city combines a strong sense of community building on its enviable location to guide growth strategically. Van Meter offers schools with a full range of educational and extracurricular opportunities, including advance placement classes. The median home value in Van Meter is slightly higher than that for the State of Iowa due to the number of new homes in the community. Van Meter offers a safe environment, providing full law enforcement and a paid-per-call Fire/EMS service.

Residents enjoy an extraordinary quality of life with access to three parks and a recreational complex. The community is ideally located along I-80, running coast-to-coast and with convenient access to multiple airports, higher education opportunities, and cultural amenities. Van Meter is minutes from the multitude of recreational and entertainment opportunities in the greater Des Moines area and is also less than a two-hour drive to Omaha, NE.

The community has a history of impressive growth, with the 2020 census showing a population increase of more than 46%.



Lava Lamp making was popular during a STEM event at the Van Meter Public Library.



Firefighters train regularly in preparation for community needs.



Van Meter, Iowa City Administrator Apply by April 23, 2026

Economy

Van Meter is in a competitive location on the edge of multiple major city centers in the central Iowa area, offering vast economic opportunities and amenities. Van Meter is included in the Waukee and West Des Moines regional labor shed, providing significant employment opportunities.

The City of Van Meter has partnered with a number of economic development resources in the Greater Des Moines Area to work toward economic development goals, which includes the development of Certified Sites.

The largest industries in Van Meter by job count are: Educational Services (116 or 37.8%); Construction (64 or 20.8%); Administration & Support, Waste Management (28 or 9.1%); and Health Care & Social Assistance (27 or 8.8%).



Downtown Van Meter

City Organization

Van Meter is a Mayor-Council/ form of government. The City is governed by a Mayor and a five-member City Council elected to alternative, four-year terms. The City Council meets regularly on the second and fourth Monday of every month at 7:00 p.m. and 6:15 p.m. respectively. The Mayor and Council are assisted by citizen boards and commissions including Planning and Zoning Commission, Board of Adjustment, Parks & Recreation Commission, and the Library Board. The City employs a full-time staff of 12, supported by part-time staff members and seasonal support. The total budget is \$23,292,610, including transfers, with a general fund of \$2,998,465 and levy rate of \$14.16402. The City police force consists of 3 full-time sworn positions. Fire protection and Emergency Medical services are provided by a part-time Fire Chief, supported by Paid Per Call department members.

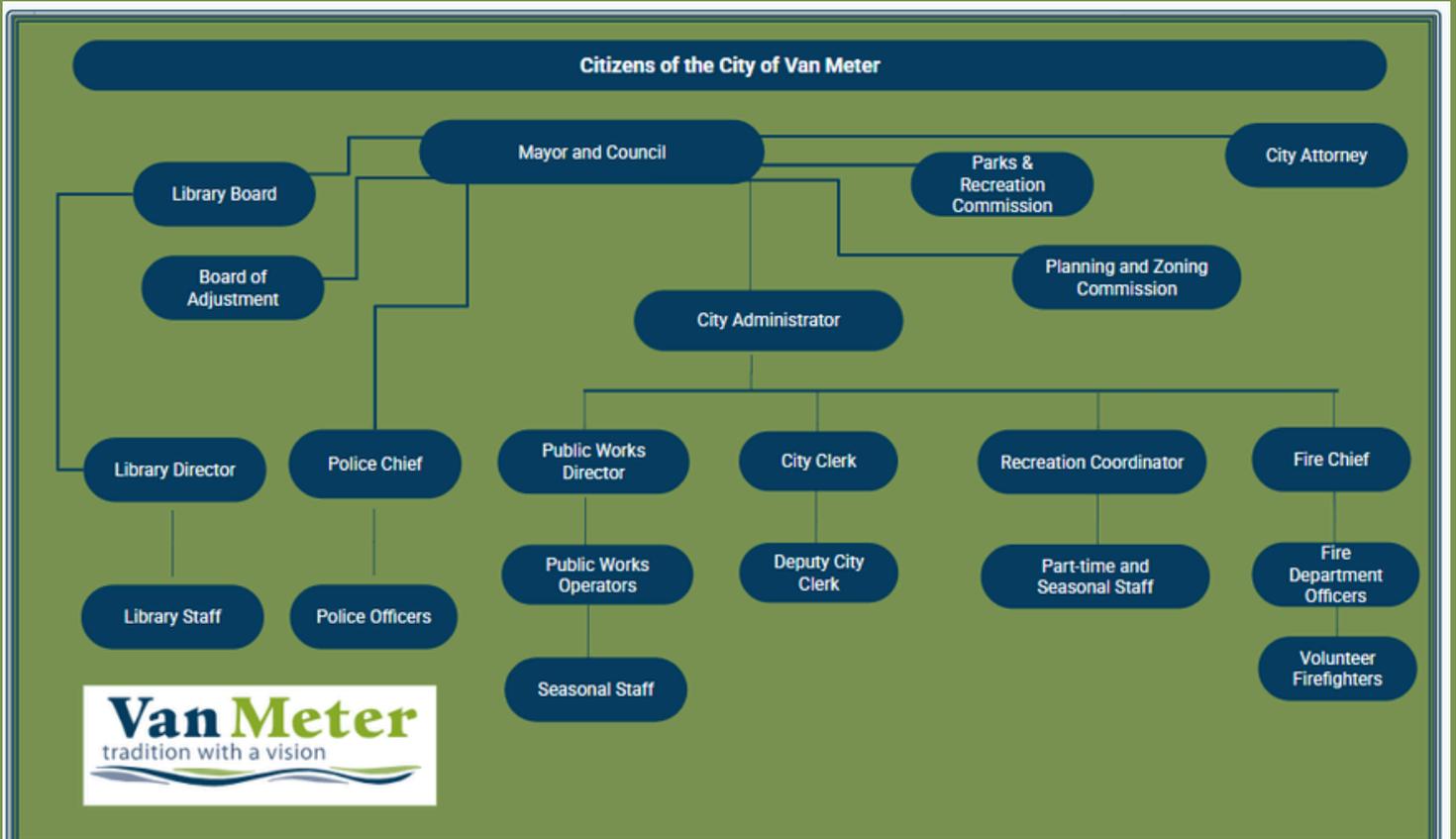
Police Officers regularly read to children in the Van Meter Public Library.





Van Meter, Iowa City Administrator Apply by April 23, 2026

Organizational Chart



Parks and Recreation

The Van Meter Recreational Complex is a community recreation hub on the north edge of Van Meter with softball fields, baseball fields, and soccer fields. It's a great place for organized sports, youth leagues, and spectating local games. Concessions and restrooms are available during events.

Johnson Park features playground equipment and a 9-hole disc golf course. The City Park offers playground space and an open lawn. Trindle Park, managed by Dallas County Conservation, offers picnic areas, playground, and reservable shelter house. Memorial Park is designed for community and family activities. Nearby Badger Creek State Recreation is a large recreation area with a 276-acre lake for fishing and boating, wooded spaces, and sunflower fields.



Parks & Rec hosts Yoga in the Park.



Van Meter, Iowa City Administrator Apply by April 23, 2026

Education

Van Meter boasts a strong public school system with personalized and career-focused learning, library programs for lifelong education, early childhood learning options, and connections to post-secondary pathways and scholarships. The Community School District serves students from pre-kindergarten through 12th grade in a single, personalized, progressive PK–12 building. The High School has also been recognized as a National Blue Ribbon School for academic excellence and college/career readiness. Opportunities for higher education in the region include Drake, Grandview, and Des Moines Universities and Des Moines Area Community College. Van Meter is also approximately 50 miles from Iowa State University.



Van Meter's kayak launch supports active recreation on the Raccoon River.

Transportation

Highway access is one of Van Meter's greatest transportation assets. The community is located immediately south of Interstate 80, one of the nation's primary east–west corridors. I-80 provides direct access east to Des Moines—a 20–25 minute drive—and west toward Council Bluffs and Omaha. Nearby Iowa Highway 92 offers additional regional connectivity, linking Van Meter to surrounding communities such as Winterset. Travelers can easily access Interstate 35, the major north–south route running through the center of the country. This network of highways positions Van Meter well for commuting, business travel, and freight transportation. Des Moines International Airport is 25 minutes to the east and Omaha's Eppley Field 2 hours to the west, both offering commercial flights. General aviation airports are also nearby, including Hobbes Field in Ankeny and Winterset Municipal Airport.



Van Meter is home to a K-12 Community School.



Van Meter, Iowa City Administrator Apply by April 23, 2026

Cultural Opportunities

Van Meter offers cultural experiences that feel distinctly Iowa—rooted in history, folklore, and strong community traditions. The Bob Feller Hometown Museum is housed in the city hall building, honoring the legendary Hall of Fame Pitcher who was nicknamed “The Heater from Van Meter”. Van Meter is also home to several festivals throughout the year, including Raccoon River Days, Fan Fest, and the Van Meter Visitor Festival, inspired by the town’s famous 1903 cryptid legend. What began as a strange newspaper account has grown into a celebration of folklore and storytelling, with speakers, walking tours, and themed events.

There are several arts and cultural activities in the region, with access to the Civic Center, Vibrant Music Hall, Iowa Events Center, the Blank Park Zoo, and the Des Moines Art Center, to name a few. There are ample shopping and entertainment facilities in the region, including Jordan Creek Mall and hundreds of other retailers, as well as a multitude of restaurants located in Van Meter and throughout the Des Moines Metropolitan Statistical Area.



Residents and visitors enjoy Raccoon River Days, an annual festival.

Religious Opportunities

Churches such as Van Meter United Methodist Church, Van Meter Baptist Church, and Trinity Lutheran Church offer Sunday services, Bible studies, youth programs, and opportunities for service, reflecting Methodist, Baptist, and Lutheran traditions. Residents can also access a wider range of denominations and worship styles in nearby communities within the Des Moines metro area.



Van Meter is home to the Iowa Veterans Cemetery (left) and the Bob Feller Memorial (right).



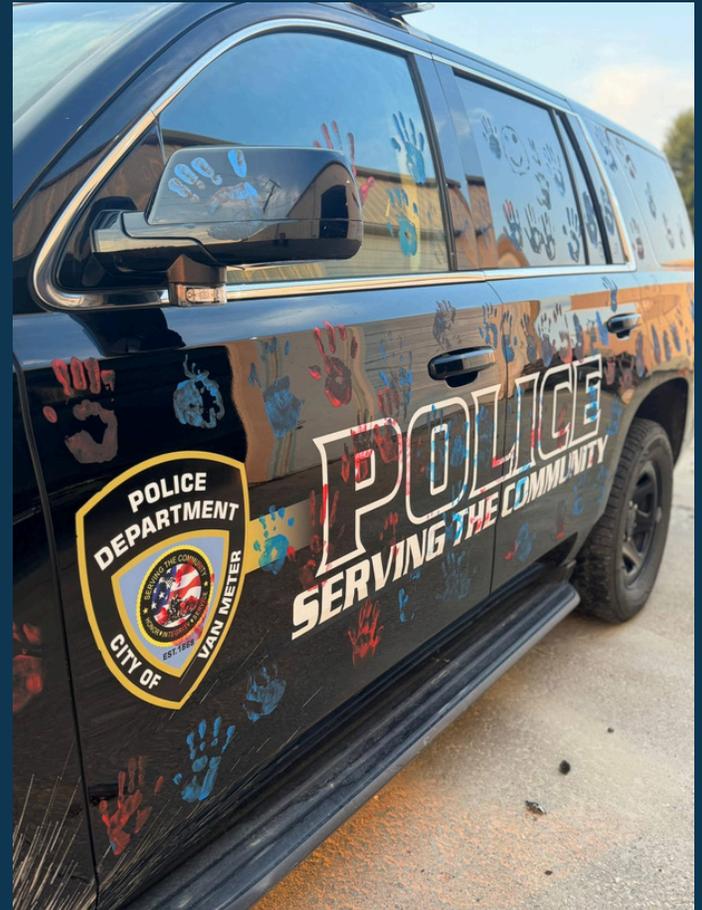
Van Meter, Iowa City Administrator Apply by April 23, 2026

The Position

The City Administrator is the chief administrative officer of the City and responsible for the general direction of the administration of the city government in accordance with codes, ordinances, resolutions and directives from the city council.

Specific duties include but are not limited to:

- Ensure that City Council directives, approved operational policies, resolutions and ordinances of the City are enforced and executed or referred to the proper officials for compliance;
- Supervise municipal operations and the administration of all City departments;
- In cooperation with the department directors and supervisors, develops effective administrative planning, budgeting and control procedures;
- Ensure that department directors and supervisors are providing effective service to the public and efficiently conduct all municipal affairs within overall City Council objectives;
- Prepare annual budget recommendation for City Council consideration and controls expenditures within approved budgetary guidelines;
- Control purchasing functions; assure that assigned areas of responsibility are performed within budget; perform cost control activities; monitor revenues and expenditures to assure sound fiscal control; assure effective and efficient use of budgeted funds, personnel, materials facilities and time;
- Evaluate operations and make recommendations to the City Council regarding City organizational structure to best achieve City objectives;
- Recommend and/or appoints all officers and employees to fill authorized positions and recommend salary structures, employee benefits, and staffing needs;
- Ensure effective management of physical assets by planning for replacement and upgrading;
- Oversee all City Fund management and investment activities, ensuring that effective accounting practices are used to properly control financial assets and provide accurate information for financial planning;





Van Meter, Iowa City Administrator Apply by April 23, 2026

The Position

- Set agendas and provide supporting data and documents for Council meetings; attend all Council meetings and work sessions, keeping Council and Mayor informed to assist them in their policy making role;
- Ensure positive public relations by providing efficient public services and effectively handling citizens questions and concerns;
- Represent the City in local, regional, state and national meetings and in meetings with consultants;
- Provide assistance to the various City boards and commissions;
- Supervise the performance of all contracts for work services to be done by or for the City;
- Provides leadership and direction in the development and implementation of short and long range plans; and
- Assist the City Council and Planning and Zoning Commission in carrying out the Comprehensive Plan.

This position requires a high degree of information sharing between the administration staff, department heads and other city team members, library, City Council, boards, and commissions, and the public.

Communication, economic development, organizational development, and project management are critical skillsets for this position. Candidates should have strong planning abilities and excellent financial management skills, including a good working understanding of Tax Increment Financing. The City Administrator is expected to be highly visible and active throughout the organization and the community.

The community has experienced significant population growth and is poised for significant economic growth and is currently working with a globally recognized corporation on a data center project. Recent infrastructure projects are upgrading and modernizing the City's infrastructure. The City is also focused on quality of life initiatives, including an upcoming large trail project.

The community's goals are supported by active volunteer groups, including the Van Meter Community Development Corporation.



Van Meter City Hall



Van Meter, Iowa City Administrator Apply by April 23, 2026

Qualifications

Candidates should possess a four year degree (Master's preferred) in public administration or a related field and significant experience in municipal management or leadership. The new Administrator should possess strong communication and interpersonal skills as well as exceptional financial management, planning, and economic and organizational development capabilities. Additional qualifications:

- Experience in budgeting, staff and project management, and intergovernmental relations.
- Strong understanding of municipal government structure, finance, and community development practices preferred.
- Significant expertise and understanding of Tax Increment Financing.
- Proven ability to work collaboratively with elected officials, staff, community members, and external partners.
- Must be bondable.
- Top-notch communication skills, with significant ability to ensure the council and public are kept informed in a timely manner.
- Collaborate with community partners, such as economic development organizations, school representatives, volunteer groups, board and commission members, etc.
- Assist the city council to stay on task and move forward with direction and strategic plans.
- Promote coordination and emphasize communications among department's staff.
- Establish expectations for staff performance and be a mentor and hold staff accountable for actions.
- Create and maintain an open and respectful work environment. Establish the framework for a cohesive, team-driven city hall staff.



The 5K Fun Run is a population event during Raccoon River Days.

The next City Administrator will be a dedicated and detail oriented leader who communicates effectively and provides strong direction for strategic actions to achieve the community's vision. The successful candidate must have a significant knowledge base to support effective policy making and provide excellent counsel to elected officials. The City Administrator will be involved in the community and promote an atmosphere of quality service and collaboration, with a keen talent for mentoring staff.

The successful candidate should also possess unshakeable character and be a good listener with a strategic outlook and the ability to communicate this outlook to staff and Council.



Van Meter, Iowa City Administrator Apply by April 23, 2026

Upcoming Projects

The City is working with a globally recognized brand that is developing a data center. The new City Administrator will work with representatives on a development agreement. The City also has additional industrial ground available, 430 acres of which was recently purchased for another data center.

The City is working on a water treatment plant, the funding plan for which will be a priority for the next administrator. The City is also currently involved in upgrading water mains in the older part of town.

Sewer lagoon improvements are needed in the next 3 to 5 years.

A new municipal building (City Hall, Library, Police, and Fire) goes to bid in June.

The City is working on the first phase of a major trail project, anticipated for summer construction.

The City Administrator will need to finalize a recent annexation.



The Van Meter Public Library is a hub of activity, hosting classes and special events throughout the year (above).

Firefighters help educate students on fire prevention and safety (left).



Van Meter, Iowa City Administrator Apply by April 23, 2026

Announcement/Advertisement

The City of Van Meter, Iowa (ACS 2024 estimate 1,628) seeks an innovative leader with outstanding communication, economic development, and organizational development capabilities for its next City Administrator. Van Meter is a growing community located on the western edge of the Des Moines, Iowa metropolitan area and enjoys a prime location on I-80 with desirable transportation access supporting its continued economic expansion. Van Meter's growth, economic foundation, stable finances and tenured leadership offer an amazing professional opportunity in an organization with dedicated staff ready to support the community's further success. The City Administrator will be active and visible throughout the community and a mentor to staff.

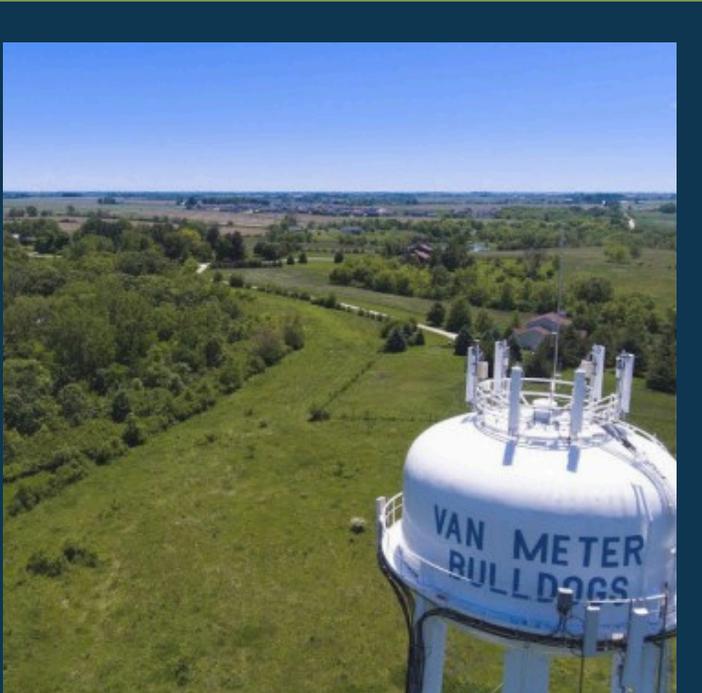
Candidates should possess a four year degree (Master's preferred) in public administration or a related field and significant experience in municipal management or leadership. The City offers a competitive benefits package and a starting salary range between \$90-120K DOQ. City residency preferred. Relocation allowance is negotiable.

To apply, submit resume, cover letter, and five references by April 23, 2026, 4:30 p.m. Central Time to theiamanagementconsulting@gmail.com. Inquiries can be directed to Theia Management Consulting, LLC at 515.322.6597.

Timetable for Search

It is the City's intent to conclude the search process as expediently as possible. Therefore, candidates are urged to tentatively mark the following dates on their schedules:

- Application deadline: April 23, 2026, 4:30 PM
- Semifinalists notified: April 27, 2026
- Zoom interviews: April 30, 2026
- Finalist interviews: May 16, 2026
- Employment Agreement approval: by May 22, 2026
- Start of employment: 30-45 days after approval



An aerial view shows the natural beauty of the area (above).

The Van Meter Police Department regularly engages in community outreach activities (right).



Agenda Item #7

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.**

Mayor: **Roll Call Please.**

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

Mayor: *This meeting is adjourned at _____pm. Thank you.*