-NOTICE OF A PUBLIC MEETING-Governmental Body: Van Meter City Council Date of Meeting: Monday, September 13th 2021 Time/Place of Meeting: 7:00 p.m. – 505 Grant Street

NOTE: All public comments require that an individual sign in at the beginning of the meeting. Comments will generally be limited to a maximum of three (3) minutes per person. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether or not it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. • We may disagree, but we will be respectful of one another. • All comments will be directed to the issue at hand. • Personal attacks will not be tolerated.

Business Meeting Agenda:

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Introductions
- 4. Civility Statement
- 5. Approval of Agenda
- 6. Citizen Hearing
- 7. Consent Agenda:
 - a. Minutes of the 8-9-2021 City Council Meeting
 - b. Minutes of the 8-23-2021 Special Council Meeting
 - c. September Claims List
 - d. August Financial Statements
 - e. Mayor's Beggars Night Notice
 - f. Resolution to Approve Fund Balance Transfers
 - g. Resolution Re. Training Reimbursement Agreement for Jarin Young
 - h. Resolution Re. VMCSD Homecoming Activities
 - i. Road Closure Approvals Van Meter Visitor Festival 2021, Updated
- 8. Tax Abatement Applications
 - a. 5015 Bulldog Ave Residential New Construction
- 9. Public Hearing on Proposed Ordinances Amending the Van Meter Code of Ordinances by Adopting Legislative Changes made to the Code of Iowa in the 2021 Legislative Cycle
- 10. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 41.06 Interference With Official Acts
- 11. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 40.03 Disorderly Conduct
- 12. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 120.05 Alcoholic Beverage Control
- 13. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 80 Abandoned Vehicles
- 14. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 62 General Traffic Regulations
- 15. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 122 Peddlers, Solicitors, and Transient Merchants
- 16. Action on an Ordinance Amending Van Meter Code of Ordinances Chapter 41 Public Health and Safety
- 17. Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,000,000
- 18. Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of Trindle Ridge Sanitary Sewer Project
- 19. Resolution Awarding Contract and Approval of Contract and Bond for Trindle Ridge Sanitary Sewer Project
- 20. Resolution Approving Professional Services Agreement Trindle Ridge Sanitary Sewer Project
- 21. Discussion and Action Re. Grand Ridge Estates Townhomes Preliminary Plat and Site Plan
- 22. Discussion and Action Re. 36093 Tabor Road Plat of Survey
- 23. Discussion and Possible Action Re. Hudson Heights
- 24. Discussion and Possible Action Re. Draft Hickory Lodge Law Enforcement Services Agreement
- 25. Discussion and Possible Action Re. Annexation Strategy
- 26. Reports
- 27. Adjournment

Date Posted: August 10th, 2021

Agenda Item #1 -Call to Order

Submitted for:

Recommendation:

Sample Language:

Mayor:

The time is Seven O'clock PM on Monday September 13th, 2021 I hereby call this meeting of the Van Meter City Council to order.

Agenda Item #2 -Pledge of Allegiance

Submitted for:

Recommendation:

Sample Language: Those Present Led by Mayor:

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Agenda Item #3 – Introductions

Agenda Item #4 -Civility Statement

Submitted for:

Recommendation:

Sample Language:

Mayor:

Our organization is proud to participate in the Show Some Respect initiative from the Iowa Civility Project. The goal of the Show Some Respect campaign is to improve respect and civility in our community. To help achieve this goal, our expectations are that everyone will:

- 1. Listen attentively
- 2. Respect the opinions of others
- 3. Keep an open mind
- 4. Give constructive comments, suggestions & feedback
- 5. Avoid personal attacks
- 6. Remember the things we have in common
- 7. Value people, the process, and the results

Agenda Item #5 – 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: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

Mayor: The agenda is adopted. Thank you.

Agenda Item #6 – Citizen Hearing

Submitted for: Information Recommendation: N/A Sample Language: Mayor: A

At this time I will recognize members of the public who have signed in and wish to address the City Council. Once given the floor you will have a maximum of three minutes to read your statement into the record.

Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether or not it should be placed on a future agenda.

It is required that individuals addressing the City Council avoid all indecorous language, references to personalities, and abide by these two simple rules of civil debate:

- We may disagree, but we will be respectful of one another.
- Personal attacks will not be tolerated.

Agenda Item #7 – Consent Agenda

Submitted for:	
Action	
Recommendation:	
Approval	
Sample Language:	
Mayor:	Would staff please review the Consent Agenda.
Staff:	Gives Review.
Mayor:	Does the City Council wish to discuss any item on the consent agenda separately? If not, I would entertain a motion to approve a Resolution Adopting the Consent Agenda as it has been presented to us.
City Counciln	nember: So moved.
City Counciln	nember: Second.
Mayor:	Roll Call Please.
City Clerk:	Brott; Lyon; Coyle; Herman; Meyer;
Mayor:	The Consent Agenda is adopted. Thank you.

Consent Agenda Notes:

Note a memo from the Mayor setting the date for Beggars Night. Beggars Night will occur on October 30th from 6 to 8pm

Note the Resolution to approve fund balance transfers. We have a large transfer to move some existing balance in our Employee Benefits fund to our Road Use Tax fund. The reasoning for this transfer is due to incorrect coding in how we bill the portion of employee benefits payable for Road Use Tax. This has been an outstanding comment for a number of years. As part of the FY20 audit, the auditors provided guidance and recommendation to make a historic reconciling transfer. This transfer addresses these comments, rebates revenues from Employee Benefits fund to Road Use Tax fund and resolves the issue going forward. Distributions have been adjusted so that Road Use Tax portions of employee benefits payments are coded to the Employee Benefits fund as intended.

There is also transfer from TIF to the General Fund for Economic Development Administration. As part of the 2019 amendment to the Urban Renewal Plan, we increased our economic development programming funded by TIF to include paying a portion of my salary. The program and amendment was approved to include \$15,000 annually to rebate the General Fund for paying the portion of my salary dedicated towards economic development activities. This transfer addresses these expenses for FY20, FY21, and FY22.

The final transfer is a routine transfer from Emergency fund to General fund.

Note the Resolution regarding a training reimbursement agreement for Jarin Young. This is similar to agreements approved last month.

Note the Resolution regarding VMCSD Homecoming Activities. In light of last year's behavior and resulting consequences, VMCSD is cracking down on unsanctioned homecoming activities. A request was made to the Director of Public Safety to ensure unsanctioned activities are addressed as necessary when unlawful or illegal, in conformance with all municipal, state and federal codes and statutes. This Resolution provides notice as to where the City stands with regards to potential unsanctioned and illegal or unlawful homecoming activities within our community and directs staff to take necessary action to enforce all applicable laws and regulations.

Note the updated road closure proposal for the Van Meter Visitor Festival.

City of Van Meter, Iowa City Council Minutes – 8-9-2021

> The Van Meter City Council met for a regular council meeting on Monday, August 9th, 2021, at the Veterans Reception Center, 910 Main Street. Mayor Adams called the meeting to order at 7:00PM. The following council members were present upon roll call: Travis Brott, Joe Herman, Lyn Lyon, Adam Coyle, and Steve Meyer.

Staff present: City Attorney Gary Goudelock, City Administrator Kyle Michel, City Clerk Liz Thompson, Library Director Nancy Studebaker, Police Chief Bill Daggett, Park Director Jay Olson, and City Engineer Bob Veenstra.

- 2) Mayor Adams lead the Pledge of Allegiance.
- 3) Introductions were made.
- 4) Mayor Adams read a Civility Statement setting expectations of respect for the meeting.
- 5) Mayor Adams asked for a motion to approve the agenda. Lyon moved, supported by Meyer, to approve the agenda with the emergency addition of a Resolution supporting IDNR REAP Grant Applications to the Consent Agenda. On roll call the votes were as follows: Brott YES; Herman Yes; Lyon YES; Meyer YES; Coyle YES
- 6) Chelsy Zimmerman, 5325 Kelsey Drive, was present to provide an overview of her intentions to pursue an IEDA Community Catalyst Grant for a project located at 419 Grant Street. Chelsy wanted to make Council aware of the existing conditions of the building located at 419 Grant Street and requested that Council consider changes in Code or policy to ensure buildings in Van Meter are better maintained. Joel Akers, 2745 Richland Circle, voiced support for improvements to Code and policy, citing efforts made by the Community Visioning process as well as the Vision Van Meter 2040 Comprehensive Plan that focuses on downtown revitalization efforts.
- Mayor Adams reviewed the consent agenda. Mayor Adams asked for a motion to adopt the consent agenda which included the following:
 - a. Minutes of the 7-12-2021 Council Meeting
 - b. Minutes of the 7-21-2021 Council Workshop
 - c. August Claims list

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT
AFLAC	AFLAC PRETAX	102.06
AGSOURCE COOPERATIVE SERVICES	WA TESTING	143.00
BAKER & TAYLOR	LIB MATERIALS	555.93
BALDON & SON HARDWARE	SHOP SUPPLIES	30.48
BIBLIONIX	APOLLO ANNUAL SUBSCRIPTION	1,100.00
BLUE SOMBRERRO		3.00
CULLIGAN	WATER/AUTO RENTAL	68.05
CUSTOM LAWN CARE & LANDSCAPIN	NG STEP 3 FERTILIZER/WEED CONTROL	974.00
DELTA DENTAL	DENTAL & VISION INS	267.40
DEMOSPHERE INTERNATIONAL INC	REC ONLINE PAYMENT	150.00
EARLHAM SAVINGS BANK		25.00
EFTPS	FED/FICA TAX	4,192.95
EFTPS	FED/FICA TAX	3,504.66
EVANS SIGN & DISPLAY	CHRISTMAS LIGHTING/DECORATIONS	400.00
FORTE	POS CREDIT CARD PROCESSING	11.92
FORTE	WEB CREDIT CARD PROCESSING	201.78
GALLS LLC	PD DUTY HOLSTER	571.58
GRAHAM TIRE	PD TIRES	560.04
GREATER DALLAS CO - GDCDA	ONE YR MEMBERSHIP GDCDA	7,500.00
HEARTLAND COOP	PD WEIGHING	30.00
IOWA DEPARTMENT OF NATURAL RE	S NPDES ANNUAL FEE	210.00
IOWA ONE CALL	EMAIL LOCATES	93.70
IOWA RURAL WATER ASSOC	2021 FALL CONFERENCE	160.00
IOWA SOCCER ASSOCIATION	594406215	200.00
IPERS	PROTECT IPERS	2,276.54
JAY OLSON	REC PROGRAMMING SERVICES	1,850.00
JESTER INSURANCE SERVICE	COMMERCIAL CYBER PRIVACY LIAB	1,200.00
JUNGMANN CORPORATION	ROADSTONE	435.67

KONICA MINOLTA	ANNUAL CONTRACT COVERAGE	178.18
LAURA KUNKEL	CLEANING SERVICES	125.00
LOWE'S	FD EXPENSES	360.05
MATHESON TRI GAS INC	OXYGEN	110.44
MENARDS	REC COMPLEX SUPPLIES	199.06
OFFICE DEPOT	OFFICE PAPER	85.98
OVERDRIVE INC	LIB MATERIALS	1,000.00
PEEK SALES & SERVICE	OIL FILTER AND MOWER PARTS	88.58
PLS INVESTMENTS	AUG-DEC 2021	325.00
SAFE BUILDING LLC	BLDG INSPECT SERVICES	300.00
SANDRY FIRE SUPPLY LLC	FD PARTS	600.00
SIMMERING-CORY INC	CODIFICATION UPDATES	1,236.00
TASC GROUP SERVICES PLAN	RENEWAL FEE/ADMIN FEE	662.52
THE HARTFORD	LIFE & DISAB	188.86
TREAS - ST OF IA SALES TX	2021 2nd QRT SALES TAX	306.00
TREAS - ST OF IA SALES TX	2021 2nd QRT WET	1,580.00
TREAS - STATE OF IOWA W/H	STATE TAX	589.00
US POSTMASTER	AUG UT BILLS/NEWSLETTERS	220.83
VC3 INC	IT N BOX	3,291.92
VEENSTRA & KIMM INC	RICHLAND CIRCLE ST IMPROVEMENT	40,269.17
VISION SOCCER ACADEMY	ACADEMY CURRICULUM	750.00
VM YOUTH FOOTBALL	REGISTRATION FEES	6,449.88
VM YOUTH WRESTLING	YOUTH WRESTLING REG FEES	1,962.60
WASTE CONNECTIONS	GARBAGE CONTRACT	8,443.48
WASTE SOLUTIONS OF IA	KYBOS - PARKS	690.00
WELLMARK	EMPLOYEE HEALTH INS	5,291.54
WEX BANK	PD GAS	1,598.98
WHITFIELD & EDDY PLC	LEGAL SERVICES	2,310.50
Accounts Payable Total		106,031.33

d.	July Financial Statements		
	FUND	RECEIVED	DISBURSED
	GENERAL	30,044.19	70,265.50
	FARMERS MARKET	80.00	300.00
	PARK OPERATIONS	25,174.73	13,537.21
	GAS/ELEC FRANCHISE FEE	12,667.32	0.00
	ROAD USE TAX	15,893.10	4,533.04
	EMPLOYEE BENEFITS	1,258.29	7,606.07
	EMERGENCY FUND	152.20	0.00
	LOCAL OPTION SALES TAX	17,848.94	0.00
	TIF-CR ESTATE	489.45	0.00
	PARK TRUST FUND	0.00	2,210.00
	REC TRUST	10,000.00	0.00
	LIBRARY TRUST FUND	0.00	7,192.20
	DEBT SERVICE	1,637.00	0.00
	CEMETERY – PERPETUAL CARE	2,500.00	0.00
	WATER	41,631.98	24,546.88
	SEWER	22,585.13	7,982.58
	*****REPORT TOTAL*****	181,962.33	138,173.48

e. Resolution 2021-43 Appointing Rhonda Baldwin to the Park and Recreation Board

- f. Resolution 2021-44 Approving Training Reimbursement Agreements for Kari Davis and David Johnson
- g. Resolution 2021-45 Setting a Hearing Date for Ordinances Amending the Van Meter Code of Ordinances Regarding the 2021 Legislative Cycle Updates
- h. Resolution 2021-46 Livestock Request for Shawn and Steffany Warren 211 Division Ave
- i. Resolution 2021-47 Supporting Grant Applications to IDNR REAP
- j. Road Closure Approvals Van Meter Visitor Festival 2021

Coyle moved, supported by Herman, to remove item H for separate consideration and approve the Consent Agenda. On roll call the votes were as follows: Brott – YES; Lyon – YES; Herman – YES; Meyer – Yes; Coyle – YES

h. Resolution 2021-46 Livestock Request for Shawn and Steffany Warren - 211 Division Ave

Steffany Warren was present to describe her daughters 4-H project and desire to raise chickens to show at the County Fair. The request included 6 chickens, no roosters. Steffany indicated that they discussed the project with their neighbors, and none voiced concern.
Coyle indicated that chickens should not be allowed within City limits as he deals with numerous chicken related complaints at his daily job with the City of West Des Moines.
City Clerk Thompson indicated precedence had been set by previous Councils approving chicken requests in the City of Van Meter.
City Administrator Michel indicated that in 2020 the Council approved livestock requests for goats at Van Meter Schools and longhorn cattle for 3569 Richland Circle.
Lyon moved, support by Brott, to approve the livestock request. On roll call the votes were as

follows: Brott – YES; Lyon – YES; Herman – YES; Meyer – Yes; Coyle – NO

- 8) Mayor Adams opened a public hearing on a proposed amendment to the Van Meter Urban Renewal Area at 7:35PM. City Administrator Michel provided an overview of the amendment as it related to the Trindle Ridge Housing Development project. Hearing no comment from the public, Mayor Adams closed the public hearing at 7:36PM
- 9) Resolution 2021-48 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area. Lyon moved, supported by Herman, to approve the resolution. On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle - YES
- 10) Ordinance 2021-09 Providing for the Division of Taxes Levied on Taxable Property in the August 2021 Addition to the Van Meter Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa Meyer moved, supported by Herman, to make this the first and final reading of Ordinance 2021-09, waiving the statutory requirement for subsequent readings, and adopting said Ordinance.
 On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle – YES
- 11) Resolution 2021-49 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Trindle Ridge, LLC, Including Annual Appropriation Tax Increment Payments. Lyon moved, supported by Herman, to approve the Resolution and set a date for a meeting of August 23rd, 2021, 6:00PM at City Hall, 310 Mill Street.
 On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle – YES
- 12) Resolution 2021-50 Ordering Construction of Trindle Ridge Sanitary Sewer Project and Set Date for Public Hearing and Letting of Award for Construction Contract.
 Coyle moved, supported by Lyon, to approve the resolution.
 On roll call the votes were as follows: Brott YES; Herman Yes; Lyon YES; Meyer YES; Coyle YES
- 13) Mayor Adams opened a public hearing on the Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of Richland Circle Street Improvements Project at 7:53PM. City Engineer Veenstra provided an overview of bids received and anticipated cost of construction based on the bids received for the paving project. Hearing no comment from the public, Mayor Adams closed the public hearing at 7:57PM.
- 14) Resolution 2021-51 Awarding Contract and Approval of Contract and Bond for Richland Circle Street Improvements Project.
 Lyon moved, supported by Coyle, to approve the Resolution, awarding contract to Absolute Construction. On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle -YES
- 15) City Administrator Michel provided an overview of the Grand Ridge Estates Plat 1 Final Plat, indicated that public infrastructure had not yet been completed and action would be delayed until the September 13th meeting of the City Council.
- 16) Resolution 2021-52 Approving a Site Plan and Plat of Survey for Liberty Ready Mix
 City Administrator Michel provided an overview of annexation efforts occurring north of the Raccoon
 River. JD Dalton was present to represent the proposed concrete plant project for Liberty Ready Mix.
 Discussion ensued regarding lighting plans and screening efforts along County Highway R16.
 Meyer moved, supported by Brott, to approve the site plan and plat of survey subject to receipt of a voluntary annexation petition, resolution of all outstanding comments made by the City Engineer, and

approval of a lighting and screening plan by the City Administrator. On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle - YES

17) Resolution 2021-53 Awarding Proposal for Rural Innovation Grant Proposals

City Administrator Michel provided an overview of proposals received in response to the Rural Innovation Downtown Architecture Request for Proposals. Michel provided an overview of the scoring committees recommendation. Discussion ensued regarding cost and work previously conducted for the City by some of the firms that submitted proposals.

Coyle moved, supported by Brott, to award architectural services contract to Confluence. On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle - YES

18) Reports

City Administrator Michel provided an update on the Central Iowa Economic Development District and availability of funds for potential projects.

19) Adjournment

Herman moved, supported by Coyle, to adjourn the meeting. Motion carried unanimously. Mayor Adams adjourned the meeting at 8:36PM

alle 6. adams Allan B. Adams, Mayor

ATTEST Liz Thompson, City Clerk

- 1) The Van Meter City Council met for a special meeting at City Hall, 310 Mill Street. Mayor Allan Adams called the meeting to order at 6:00PM. The following council members were present: Travis Brott, Adam Coyle, Joe Herman, Lyn Lyon, and Steve Meyer. Staff present: City Administrator Kyle Michel
- Mayor Adams asked for a motion to approve the agenda. Coyle moved, supported by Herman, to approve the agenda. On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle - YES
- Mayor Adams opened a public hearing on a proposed development agreement with Trindle Ridge, LLC at 6:02 PM.
 Dan Cornelison, representing Trindle Ridge, LLC, provided Council with a construction schedule update indicating a goal to start construction no later than the end of September.
 Hearing no further comment from the public, Mayor Adams closed the public hearing at 6:05PM.
- Resolution 2021-54 Approving Development Agreement with Trindle Ridge, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement.

Coyle moved, supported by Herman, to approve the resolution.

On roll call the votes were as follows: Brott – YES; Herman – Yes; Lyon – YES; Meyer – YES; Coyle - YES

5) Adjournment

Coyle moved, supported by Herman, to adjourn the meeting. Motion carried unanimously. Mayor Adams adjourned the meeting at 6:06M

alle B. adams Allan B. Adams, Mayor

ATTEST Jon Liz Thompson, City Clerk

CLAIMS REPORT heck Range: 8/10/2021-9/13/20

Check Range:	8/10/2021- 9/13/2021

VENDOR NAME R	EFERENCE	AMOUNT	VENDOR Total	Che Check# D/	
4IMPRINT INC	JUNIOR OFFICER BADGE STICKER WATER CHEMICALS		270.60		
ACCO	WATER CHEMICALS		1,024.60	44470540	0 /20 /21
AFLAC	AFLAC PRETAX	55.00	102.06	11179510	
AGSOURCE COOPERATIVE SERVICES	WA TESTING	55.00	202.25	30502	8/12/21
AGSOURCE COOPERATIVE SERVICES	WA/SW IESIING	328.25			
ALL AMERICAN TURF BEAUTY	IRRIGATION PARIS/REPAIR WORK		367.89		
AI&I MOBILIIY	WA TESTING WA/SW TESTING IRRIGATION PARTS/REPAIR WORK PD/FD PHONE SERVICE LIBRARY MATERIALS 6" INFIELD EDGER CITY/LIB WATER; AUTO RENTAL STEP 4 FERTILIZER; WEED CONTRO LEGAL PUBLICATIONS		240.70		
BAKER & TAYLOR	LIBRARY MATERIALS		250.67		
BEACON ATHLETICS	6" INFIELD EDGER		462.00		
CULLIGAN	CITY/LIB WATER; AUTO RENTAL		75.05		
CUSTOM LAWN CARE & LANDSCAPING	STEP 4 FERTILIZER; WEED CONTRO		1,712.00		
			577.40		
	TRAVEL & CONF REIMBURSEMENT		424.51		
	BOOK FOR EMT CLASS		101.64		
DELTA DENTAL	EMP DENTAL & VISION			11179513	8/29/21
DES MOINES LOCK SERVICE INC	PD KEYS NEW LOCKS		85.48		
EARLHAM SAVINGS BANK			25.00	11179512	8/13/21
EFTPS	FED/FICA TAX	3,410.36		11179509	8/20/21
EFTPS	FED/FICA TAX	3,365.06	6,775.42	11179511	9/03/21
EFTPS ELITE SPORTS	YOUTH FOOTBALL 2021 JERSEYS	·	1,663.06		
FINDAWAY	LIBRARY MATERIALS		50 00	30508	8/19/21
FIRE SERVICE TRAINING BUREAU			100.00		8/12/21
FORTE	POS PROCESSING FEES	21.10 268.11		11179514	
	WEB PROCESSING FEES	268.11	289.21	11179515	
					•, =•, ==
GALLS LLC	UNTFORM TTEMS FOR FD		115.60		
GALLS LLC GOLDEN WEST IND SUPPLY GREATER DSM LIMPTRE ASSOC	DIESEL FOR PUB WORKS UNIFORM ITEMS FOR FD FD SAFETY ITEMS LEAGUE SCHED FEE 2021 BASEBALL BALANCING PROJECT PD WEIGH & SUMMER FILL LP IA ONLINE WARRANTS & ARTICLES FD BATTERY IMFOA 2021 FALL CONFERENCE PROTECT IPERS		466.32		
GREATER DSM UMPIRE ASSOC	LEACHE SCHED FEE 2021 RASERALL		68.00		
gWORKS	RALANCING PROJECT		132.00		
	DD WETCH & SUMMER ETLI ID		796.21		
	PD WEIGH & SUMMER FILL LP IA ONLINE WARRANTS & ARTICLES		300.00		
INTERSTATE ALL BATTERY CENTER	EN RATTEDV		438.16		
IOWA LEAGUE OF CITIES			175.00		
IPERS	PROTECT IPERS		2 227 65	11179507	0/20/21
			2,257.05		
J & M DISPLAYS	2021 RRD FIREWORKS		2,500.00	20209	8/19/21
JAY OLSON	REC PROGRAMMING SERVICES		1,850.00		
JOHNSON CONTROL	CURRENT CHARGES 5/1-5/7		11.71		
KARL CHEVROLET	TAHOE SERVICE		75.09		
KURRENT ELECTRIC	ELEC FOR WASHER/DRYER FD		1,117.55		
LAURA KUNKEL	CLEANING SERVICES		100.00		
LILLIE PLUMBING	CITY HALL AC REPAIRS		416.83		
LOWE'S	FD MATERIALS		75.80		
MATHESON TRI GAS INC	OXYGEN		110.44		
MEDIACOM	INTERNET SERVICES	312.17		30504	8/12/21
MEDIACOM	INTERNET SERVICES	286.90	599.07		
MENARDS	PRO MARKING PAINT WHITE		51.84		
MIDAMERICAN ENERGY	GAS/ELEC	2,880.03		30505	8/12/21
MIDAMERICAN ENERGY	GAS/ELEC	2,776.95	5,656.98		
MIDWEST SAFETY COUNSELORS INC	FD SENSORS		697.47		
MMIT BUSINESS SOLUTIONS GROUP	COPIER CONTRACT		292.30		
MUNICIPAL SUPPLY INC	ANNUAL SOFTWARE SUPPORT		1,949.94		
	PUBLIC WORKS SCALES		260.32		
OFFICE DEPOT	PUDLIC WURKS SCALES		200.32		
OFFICE DEPOT OVERDRIVE INC	FY2022 BRIDGES E BOOK FEE		762.88		



CITY OF VAN METER

Bank Reconciliation/Financial Summary - Month/Year: August 2021

Dool Dolongo Deginning of Months	¢2 022 570 6
Book Balance, Beginning of Month: Add: Total Revenues this Month: with transfers	\$2,922,570.64
	\$198,178.6
Less: Total Expenditures this Month: with transfers Add: Δ Liability	(\$132,775.82 (\$44.54
Book Balance End of Month:	(\$44.34 \$2,987,928.94
Book Balance End of Month:	\$2,707,728.74
Bank Reconciliation	
Checking Account Balance End of Month:	\$2,747,807.56
Less: Outstanding Transactions (Cash Report):	(\$10,208.62
Adjusted Checking Account Balance:	\$2,737,598.94
Currency	
Petty Cash: (res Nov 2004)	\$100.00
Change Fund:	\$30.00
Concessions Change Fund: (Res 2015-24)	\$200.00
Total Currency:	\$330.00
Investments: (Interest for month included)	
Certificate of Deposit/ESB	\$250,000.0
Total Investments:	\$250,000.0
Total of Bank Statements End of Month	\$2,987,928.94

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

Verify: Mayor or Mayor Pro Tem:

BANK CASH REPORT

ND	BANK NAME Gl name	JULY Cash Balance	AUGUST RECEIPTS	AUGUST DISBURSMENTS	AUGUST CASH BALANCE	OUTSTANDING TRANSACTIONS	aug bank Balance
	CHECKING-EARLHAM SAVINGS						
NK	CHECKING-EARLHAM SAVINGS						2,749,075.6
1	CHECKING - GENERAL	51,985.83-	16,980.46	69,931.32	104,936.69-	2,312.16	
9	CHECKING - VEHICLE INSPECTION	38,491.91-	0.00		,		
1	CHECKING - LIBRARY BUILDING	14,491.62	0.00				
2	CHECKING - PW VEHICLE REPLACE	7,000.00	0.00				
3	CHECKING - FD VEHICLE REPLACE	18,044.93	0.00				
4	CHECKING - POLICE VEHICLE REP	10,518.75	0.00				
5	CHECKING - 1ST RES VEHICLE REP	1,115.07	0.00	0.00	1,115.07		
6	CHECKING - TECHNOLOGY REPLACE	5,000.00	0.00	0.00	5,000.00		
7	CHECKING - BUILDING REPAIR RES	0.00	0.00	0.00			
8	CHECKING - FARMERS MARKET	1,566.92-	120.00	300.00-	· 1,146.92-	300.00	
)	PARK OPS CHECKING	48,985.78	3,185.13	17,322.31	34,848.60	3,437.32	
)	CHECKING	198,564.98	0.00	0.00	198,564.98		
)	CHECKING - ROAD USE TAX	79,070.60	9,439.14	4,328.17		350.70	
2	CHECKING - EMPLOYEE BENEFITS	100,767.78	0.00				
)	CHECKING - EMERGENCY FUND	2,323.93	0.00	0.00	2,323.93		
-	CHECKING - L.O.S.T.	504,671.99	20,878.13	0.00			
	CHECKING - TIF CR ESTATE	158,172.01	0.00				
			0.00		95,914.48		
	CHECKING - TIF POLK CO BANK	68,584.38	0.00				
	CHECKING - TIF STANDBROUGH	36,450.64	0.00				
	CASH	331,791.14	0.00				
	CHECKING - PARK/REC TRUST	15,366.75	0.00				
	CHECKING - REC TRUST	13,243.32	0.00				
	CHECKING - LIBRARY TRUST		1,132.18			421.32	
	CHECKING - VM COMMUNITY BETTER		0.00				
	CHECKING - CDBG HOUSING PROJ	0.00	0.00			_,	
	CHECKING - REC CAPITAL	768.67-	0.00				
	CHECKING - SITE CERT/WA	18,170.62	0.00				
	CHECKING - DEBT SERVICE	167,111.37	0.00		167,111.37		
	CHECKING - WATER DEBT SERVICE	0.00	0.00				
	CHECKING - DEBT SERVICE-LIFT	0.00	0.00	0.00	0.00		
)	CHECKING - SIDEWALK PROJECT	0.00	0.00				
	CHECKING - PERPETUAL CARE	25,000.00	0.00				
)	CHECKING - WATER	598,293.37	41,587.24			1,560.04	
5	CHECKING - WATER MAIN PROJ	35,564.79	0.00		,	1,500101	
)		218,239.56	20,758.32	8,100.26	230,897.62	794.10	
	CHECKING - LAGOON DEBT SERVICE		0.00		,		
	CASH	0.00	96,269.29		96,269.29		
	PENDING CREDIT-CARD DEPOSITS	0.00	50,205.25	0.00	50,205.25	1,597.39	
	WITHDRAWALS					130.37	
	CHECKING-EARLHAM SAVINGS TOTAL				2,737,598.94		2,747,807.5
	WARNTNG - F	SANK TOTALS DO NOT	FOUAL THE GEN	IFRAL LEDGER ACCO	NINT TOTALS	DIFFERENCE>	1,268.1

BANK CASH REPORT

UND	BANK NAME Gl name	JULY CASH BALANCE	AUGUST RECEIPTS	AUGUST DISBURSMENTS	AUGUST CASH BALANCE	OUTSTANDING TRANSACTIONS	AUG BANK Balance
	SAVINGS-WELLS FARGO						
ANK	SAVINGS-WELLS FARGO						
01	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
52	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
53	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
55	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
56	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
31	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
33	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
0	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
	SAVINGS-WELLS FARGO TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
	IPAIT						
NK	IPAIT						
1	IPAIT	0.00	0.00	0.00	0.00		
.0	IPAIT	0.00	0.00	0.00	0.00		
0	IPAIT	0.00	0.00	0.00	0.00		
2	IPAIT	0.00	0.00	0.00	0.00		
	IPAIT TOTALS	0.00	0.00	0.00	0.00	0.00	0.0
	PETTY CASH						
NK	PETTY CASH						330.00
1	PETTY CASH	100.00	0.00	0.00	100.00		
9	PETTY CASH	200.00	0.00	0.00	200.00		
0	PETTY CASH	30.00	0.00	0.00	30.00		
	PETTY CASH TOTALS	330.00	0.00	0.00	330.00	0.00	330.00
	Earlham Savings Bank						
NK	Earlham Savings Bank						250,000.00
9	SAVINGS/CD'S	38,491.91	0.00	0.00	38,491.91		
1	SAVINGS/CD'S	1,186.72	0.00	0.00	1,186.72		
4	SAVINGS/CD'S	5,631.25	0.00	0.00	5,631.25		
7	SAVINGS/CD'S	3,000.00	0.00	0.00	3,000.00		
5	SAVINGS/CD'S	40,000.00	0.00	0.00	40,000.00		
6	SAVINGS/CD'S	40,000.00	0.00	0.00	40,000.00		
7	SAVINGS/CD'S	10,000.00	0.00	0.00	10,000.00		
0	SAVINGS/CD'S	20,613.79	0.00	0.00	20,613.79		
2	SAVINGS/CD'S	16,870.91	0.00	0.00	16,870.91		
0	SAVINGS/CD'S	9,100.00	0.00	0.00	9,100.00		
0	SAVINGS/CD'S	30,615.42	0.00	0.00	30,615.42		
2	SAVINGS/CD'S	34,490.00	0.00	0.00	34,490.00		
	Earlham Savings Bank TOTALS	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00

BANK CASH REPORT 2021

Fund	K NAME Name	JULY CASH E	AUGUST BALANCE RECEIPTS	AUGUST DISBURSMENT	AUGUST TS CASH BALANCE	OUTSTANDING TRANSACTIONS	AUG BANK BALANCE

TOTAL OF ALL BANKS	2,922,570.64	210,349.89	144,991.59	2,987,928.94	10,208.62	2,998,137.56
		=======================================			=======================================	

TREASURER'S REPORT CALENDAR 8/2021, FISCAL 2/2022

ACCOUN	GENERAL VEHICLE INSPECTION FUND LIBRARY BUILDING FUND PW-VEHICLE REPLACEMENT FD-VEHICLE REPLACEMENT VEHICLE REPLACEMENT-POL VEHICLE REPLACEMENT-FIR TECHNOLOGY REPLACEMENT- BUILDING REPAIR RESERVE FARMERS MARKET PARK OPERATIONS GAS/ELEC FRANCHSIE FEE ROAD USE TAX EMPLOYEE BENEFITS EMERGENCY FUND LOCAL OPTION SALES TAX TIF-CR ESTATE TIF-WH PINES SUBDIVISIO TIF-POLK CO. BANK TIF-STANDBROUGH TIF ORIGINAL (420-844) PARK TRUST FUND REC TRUST LIBRARY TRUST FUND WM COMMUNITY BETTERMENT CDBG/HOUSING PROJECT REC CAPITAL FUND SITE CERT/WA PROJECT DEBT SERVICE-UATER DEBT SERVICE-LIFT STATI SIDEWALK CAPITAL PROJEC CEMETARY-PERPETUAL CARE WATER MAIN PROJECT	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE	
001	GENERAL	51,885.83-	14,842.99	67,929.62	135.77	104,836.69-	
)49	VEHICLE INSPECTION FUND	.00	.00	.00	.00	.00	
)51	LIBRARY BUILDING FUND	15,678.34	.00	.00	.00	15,678.34	
52	PW-VEHICLE REPLACEMENT	7,000.00	.00	.00	.00	7,000.00	
53	FD-VEHICLE REPLACEMENT	18,044.93	.00	.00	.00	18,044.93	
54	VEHICLE REPLACEMENT-POL	16,150.00	.00	.00	.00	16,150.00	
55	VEHICLE REPLACEMENT-FIR	1,115.07	.00	.00	.00	1,115.07	
56	TECHNOLOGY REPLACEMENT-	5,000.00	.00	.00	.00	5,000.00	
57	BUILDING REPAIR RESERVE	3,000.00	.00	.00	.00	3,000.00	
58	FARMERS MARKET	1,566.92-	120.00	300.00-	.00	1,146.92-	
59	PARK OPERATIONS	49,185.78	3,042.55	17,179.73	.00	35,048.60	
60	GAS/ELEC FRANCHSIE FEE	198,564.98	.00	.00	.00	198,564.98	
10	ROAD USE TAX	79,070.60	9,439.14	4,182.91	57.43-	84,181.57	
12	EMPLOYEE BENEFITS	100,767.78	.00	7,907.64	.00	92,947.97	
19	EMERGENCY FUND	2,323.93	.00	.00	.00	2,323.93	
21	LOCAL OPTION SALES TAX	504,671.99	20,878.13	.00	.00	525,550.12	
25	TIF-CR ESTATE	198,172.01	.00	7,500.00	.00	190,672.01	
26	TIF-WH PINES SUBDIVISIO	135,914.48	.00	.00	.00	135,914.48	
27	TIF-POLK CO. BANK	78,584.38	.00	.00	.00	78,584.38	
28	TIF-STANDBROUGH	36,450.64	.00	.00	.00	36,450.64	
29	TIF ORIGINAL (420-844)	331,791.14	.00	.00	.00	331,791.14	
80	PARK TRUST FUND	35,980.54	.00	.00	.00	35,980.54	
81	REC TRUST	13,243.32	.00	.00	.00	13,243.32	
82	LIBRARY TRUST FUND	29,396.33	420.38	7,312.04	.00	22,504.67	
83	VM COMMUNITY BETTERMENT	70.69	.00	.00	.00	70.69	
34	CDBG/HOUSING PROJECT	.00	.00	.00	.00	.00	
85	REC CAPITAL FUND	768.67-	.00	.00	.00	768.67-	
86	SITE CERT/WA PROJECT	18,170.62	.00	.00	.00	18,170.62	
00	DEBT SERVICE	167,111.37	.00	.00	.00	167,111.37	
)5	DEBT SERVICE-WATER	.00	.00	.00	.00 .00 .00 .00 .00	.00	
13	DEBT SERVICE-LIFT STATI	.00	.00	.00	.00	.00	
00	SIDEWALK CAPITAL PROJEC	.00	.00	.00	.00	.00	
00	CEMETARY-PERPETUAL CARE	34,100.00	.00	.00	.00	34,100.00	
00	WATER	598, 323. 37	32,407.86	13,025.94	60.56-	617,644.73	
06	WATER MAIN PROJECT	35,564.79	.00	.00	.00	35,564.79	
10	SEWER	248,854.98	20,758.32	8,037.94	62.32-	261,513.04	
12	DEBT SERVICE-SEWER LAGO	14,490.00	.00	.00	.00	14,490.00	
20	CARES ACT PROJECT FUND	.00	96,269.29	.00	.00	96,269.29	
	- Report Total	2,922,570.64	198,178.66	132,775.82	44.54-	2,987,928.94	



310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

Telephone: 515-996-2644 www.vanmeteria.gov

From the Mayor's Desk:

Beggars Night will be set for October 30th from 6:00 to 8:00 PM.

We are still feeling the effects of the COVID-19 pandemic throughout Central Iowa. At this point in time, we do not have specific guidance or guidelines for Beggars Night 2021 but I ask that you take all necessary precautions to protect yourself and your family. Should State or County guidance be release prior to Beggars Night, we will release follow-up guidelines for Van Meter.

As in the past, those houses wishing to participate in Beggars Night should turn on their outside lights to make trick-or-treaters aware. We would ask that trick-or-treaters be especially respectful of those houses that do not turn on their outside lights. Some families may elect to not participate in Beggars Night due to the COVID-19 pandemic so please be respectful of their choices.

We want everyone to have an enjoyable and safe evening, so please do your part and be respectful of others and take necessary steps to protect yourself and others.

Please monitor Facebook for updates from the City as well as updates on Park Board sponsored Beggars Night activities.

Do not hesitate to reach out to me with any additional questions or concerns.

Thank you! Allan Adams, Mayor

Resolution # 2021-___

A Resolution to Transfer Funds

WHEREAS, the fund balance transfers require a Resolution of Council prior to journal entries being made; now

THEREFORE, be it resolved by the City Council of the City of Van Meter, Iowa that:

The City Administrator is hereby directed to make the necessary journal entries to execute the following fund balance transfers:

\$72,882.44 from Employee Benefits (112) to Road Use Tax for Employee Benefits Refunding

\$45,000 from TIF (125) to General (001) for Economic Development Administration Program

\$2,323.93 from Emergency Fund (119) to General (001) for General Fund Contribution

PASSED AND APPROVED this 13th Day of September 2021.

_____ Allan B. Adams, Mayor

ATTEST:

_____ Liz Thompson, City Clerk

Resolution # 2021-____

"A Resolution to Approve Training Reimbursement Agreements"

Whereas, Chief Daggett has recommended Jarin Young for EMS training, and

Whereas, Chief Daggett, assisted by the City Attorney, has prepared a reimbursement agreement for Jarin Young, now

Therefore, be it resolved by the Van Meter City Council that the reimbursement of training expense agreement for Jarin Young is hereby approved.

Passed and approved this 13th day of September 2021

_____ Mayor

ATTEST:

_____ City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VAN METER, IOWA PROVIDING DIRECTION TO CITY POLICE STAFF AND THE CITY ATTORNEY'S OFFICE TO EXPEDITIOUSLY ACT TO PREVENT ILLEGAL UNSANCTIONED HOMECOMING ACTIVITES AND MOVE TO IMPLEMENT NEW OR ADDITIONAL REGULATIONS TO SEVERELY RESTRICT THE ACTIVITIES OF THOSE PARTICIPATING IN ILLEGAL UNSANCTIONED SCHOOL HOMECOMING ACTIVITIES IN ORDER TO PROTECT PUBLIC SAFETY.

WHEREAS, pursuant to Chapter 140.01 of the City of Van Meter Code of Ordinances, the City has the police power to act in the preservation of public peace, health, safety and for the promotion of the general welfare; and

WHEREAS, on September 17, 2020, an event occurred in the City of Van Meter resulting in the arrest of a teacher from the Van Meter School District at the direction of the Dallas County Attorney that highlighted the need to end any illegal homecoming activities and those off campus activities unsanctioned by the Van Meter Community School District; and

WHEREAS, the Van Meter Community School District administration has abolished unsanctioned homecoming activities on campus and encouraged students to not engage in unsanctioned activities in the community; and

WHEREAS, the City Council recognizes that in order to achieve this objective, it will be necessary for City police staff and the City Attorney's office to enforce all applicable City ordinances and State laws related to illegal unsanctioned homecoming activities and develop additional policies as needed; and

WHEREAS, based on the foregoing, the City Council wishes to direct police staff to move expeditiously to act to prohibit or severely restrict, to the maximum extent allowable under applicable municipal, state, and federal laws, illegal unsanctioned homecoming activities to ensure and protect the public safety of the City's residents and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VAN METER, IOWA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Unsanctioned and illegal homecoming activities in the City are hereby banned and police staff are to take all necessary precautions to mitigate and stop such activity if found to be occurring in an unlawful, unsanctioned, or illegal manner. City police staff and the City Attorney's Office are to work together to develop any applicable policies that help address this issue and provide for future mitigation.

Passed and approved on this 13th Day of September 2021

_____ Mayor

ATTEST:

_____ City Clerk

Date: August 21, 2021

To: Van Meter City Council

From: Van Meter Visitor Festival Planning Committee

RE: Revised road closures during festival

We respectfully submit the following revised proposal for road closures of Wilson Street and Grant Street per the attached map during the Van Meter Visitor Festival on Saturday, September 25, 2021. We are requesting these road closures to help ensure the safety of the public at the festival and to provide more space for festival activities. Festival hours will be 12:00 pm to 8:00 pm and the roads would be closed from approximately 9:00 am until 9:00 pm. We are asking for this revision as we have had a robust response from vendors. We have 20 booths right now and should pick up a few more in the coming weeks. We would also like to be able to spread out a bit more due to the uptick in COVID recently. Thank you for your consideration.





Agenda Item #8 – Tax Abatement Applications

Submitted for: Action Recommendation: Approval Sample Language:

One new construction application for 5015 Bulldog Ave.

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR

VAN METER, IOWA

	Date 9721
Prior Approval for Intended Improvements	Approval of ImprovementsCompleted
Address of Property: 5015 Buildeg	- e
	tes plat one Lot 93
	۰
Title Holder or Contract Buyer:	Time Builders
Address of Owner (if different than above):	
Phone Number (to be reached during the day):	
Existing Property Use:	Commercial Industrial Vacant
Proposed Property Use:	
Nature of Improvements: <u>X</u> New Construction	tionAdditionGeneral Improvements
Specify:	
Estimated or Actual Date of Completion:	486,500
Tax Exemption Schedule is attached.	

Signed: MAC

Agenda Item #9 – Public Hearing on Proposed Ordinances Amending the Van Meter Code of Ordinances by Adopting Legislative Changes made to the Code of Iowa in the 2021 Legislative Cycle

Submitted for:

Information

Recommendation:

Na

Sample Language:

- 1) An Ordinance Amending Chapter 41.06 Interference With Official Acts
- 2) An Ordinance Amending Chapter 40.03 Disorderly Conduct
- 3) An Ordinance Amending Chapter 120.05 Alcoholic Beverage Control
- 4) An Ordinance Amending Chapter 80 Abandoned Vehicles
- 5) An Ordinance Amending Chapter 62 General Traffic Regulations
- 6) An Ordinance Amending Chapter 122 Peddlers, Solicitors, and Transient Merchants
- 7) An Ordinance Amending Chapter 41 Public Health and Safety

PUBLIC HEARING NOTICE

Notice is hereby given that there is now on file for public inspection in the office of the City Clerk of Van Meter, Iowa, Ordinances making amendment to the following chapters and sections:

- 1) An Ordinance Amending Chapter 41.06 Interference With Official Acts
- 2) An Ordinance Amending Chapter 40.03 Disorderly Conduct
- 3) An Ordinance Amending Chapter 120.05 Alcoholic Beverage Control
- 4) An Ordinance Amending Chapter 80 Abandoned Vehicles
- 5) An Ordinance Amending Chapter 62 General Traffic Regulations
- 6) An Ordinance Amending Chapter 122 Peddlers, Solicitors, and Transient Merchants
- 7) An Ordinance Amending Chapter 41 Public Health and Safety

The City Council will meet at seven o'clock p.m. on the 13th day of September, 2021 at the Veterans Reception Center, 910 Main Street, at which time any citizen of Van Meter, Iowa, or any other person having an interest in the proposed Ordinances may appear and be heard for or against the adoption of the proposed Ordinances or any part thereof.

Liz Thompson CITY CLERK CITY OF VAN METER, IOWA

Agenda Item #10

An Ordinance Amending Van Meter Code of Ordinances Chapter 41.06 Interference with Official Acts

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 41.06 Interference with Official Acts, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott ; Lyon ; Coyle ; Herman ; Meyer ;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO INTERFERENCE WITH OFFICIAL ACTS

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SECTION MODIFIED. Section 41.06 of the Code of Ordinances of the City of Van Meter, Iowa, is repealed and the following adopted in lieu thereof:

41.06 INTERFERENCE WITH OFFICIAL ACTS. No person shall knowingly resist or obstruct anyone known by the person to be a peace officer, jailer, emergency medical care provider under Chapter 147A of the *Code of Iowa*, medical examiner, or firefighter, whether paid or volunteer, or a person performing bailiff duties pursuant to Section 602.1303[4] of the *Code of Iowa*, in the performance of any act that is within the scope of the lawful duty or authority of that officer, jailer, emergency medical care provider, medical examiner, or firefighter, or person performing bailiff duties, or shall knowingly resist or obstruct the service or execution by any authorized person of any civil or criminal process or order of any court. The terms "resist" and "obstruct" as used in this section do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically.

(Code of Iowa, Sec. 719.1)

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, ___, and approved this day of ______, ____.

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading:

_____,____.

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

City Clerk

Mayor

Agenda Item #11 –

An Ordinance Amending Van Meter Code of Ordinances Chapter 40.03 Disorderly Conduct

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 40.03 Disorderly Conduct, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO PUBLIC DISORDER

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SECTION MODIFIED. Section 40.03 of the Code of Ordinances of the City of Van Meter, Iowa, is repealed and the following adopted in lieu thereof:

40.03 DISORDERLY CONDUCT. No person shall do any of the following:

1. Fighting. Engage in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct that is reasonably related to that sport.

(Code of Iowa, Sec. 723.4[1a])

2. Noise. Make loud and raucous noise in the vicinity of any residence or public building which intentionally or recklessly causes unreasonable distress to the occupants thereof.

(*Code of Iowa, Sec. 723.4[1b]*)

3. Abusive Language. Direct abusive epithets or make any threatening gesture that the person knows or reasonably should know is likely to provoke a violent reaction by another.

(Code of Iowa, Sec. 723.4[1c])

4. Disrupt Lawful Assembly. Without lawful authority or color of authority, disturb any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.

```
(Code of Iowa, Sec. 723.4[1d])
```

5. False Report of Catastrophe. By words or action, initiate or circulate a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.

(Code of Iowa, Sec. 723.4[1e])

6. Disrespect of Flag. Knowingly and publicly use the flag of the United States in such a manner as to show disrespect for the flag as a symbol of the United States, with the intent or reasonable expectation that such use will provoke or encourage another to commit trespass or assault. As used in this subsection:

(*Code of Iowa, Sec. 723.4[1f]*)

A. "Deface" means to intentionally mar the external appearance.

B. "Defile" means to intentionally make physically unclean.

C. "Flag" means a piece of woven cloth or other material designed to be flown from a pole or mast.

D. "Mutilate" means to intentionally cut up or alter so as to make imperfect.

E. "Show disrespect" means to deface, defile, mutilate, or trample.

F. "Trample" means to intentionally tread upon or intentionally cause a machine, vehicle, or animal to tread upon.

7. Funeral or Memorial Service. Within 1,000 feet of the building or other location where a funeral or memorial service is being conducted, or within 1,000 feet of a funeral procession or burial:

A. Make loud and raucous noise that causes unreasonable distress to the persons attending the funeral or memorial service or participating in the funeral procession.

B. Direct abusive epithets or make any threatening gesture that the person knows or reasonably should know is likely to provoke a violent reaction by another.

C. Disturb or disrupt the funeral, memorial service, funeral procession, or burial by conduct intended to disturb or disrupt the funeral, memorial service, funeral procession, or burial.

This subsection applies to conduct within 60 minutes preceding, during, and within 60 minutes after a funeral, memorial service, funeral procession, or burial. *(Code of Iowa, Sec. 723.5)*

SECTION 2. SECTION REPEALED. Section 40.04 of the Code of Ordinances of the City of Van Meter, Iowa, is repealed in its entirety.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, ___, and approved this _____, ____, and approved this _____, ____.

ATTEST:

Mayor

City Clerk

First Reading:

Second Reading:

Third Reading:

_____, _____.

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

City Clerk

Agenda Item #12 –

An Ordinance Amending Van Meter Code of Ordinances Chapter 120.05 Alcoholic Beverage Control

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 120.05 Alcoholic Beverage Control, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALCOHOLIC BEVERAGE CONTROL

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SUBSECTION MODIFIED. Subsection 2 of Section 120.05 of the Code of Ordinances of the City of Van Meter, Iowa, is repealed and the following adopted in lieu thereof:

2. Sell or dispense any alcoholic beverage on the premises covered by the license or permit, or permit its consumption thereon between the hours of 2:00 a.m. and 6:00 a.m. on a weekday, and between the hours of 2:00 a.m. on Sunday and 6:00 a.m. on the following Monday; however, a holder of a liquor control license or retail wine or beer permit granted the privilege of selling alcoholic liquor, wine, or beer on Sunday may sell or dispense alcoholic liquor, wine, or beer between the hours of 6:00 a.m. on Sunday and 2:00 a.m. of the following Monday, and further provided that a holder of any class of liquor control license or the holder of a Class "B" beer permit may sell or dispense alcoholic liquor, wine, or beer for consumption on the premises between the hours of 6:00 a.m. on Sunday and 2:00 a.m. on Sunday and 2:00 a.m. on Monday when that Monday is New Year's Day and beer for consumption off the premises between the hours of 6:00 a.m. on Sunday and 2:00 a.m. on the following Monday when that Sunday is the day before New Year's Day.

(Code of Iowa, Sec. 123.49[2b] and 123.150)

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, ___, and approved this _____, ____, and approved this _____, ____.

Mayor

ATTEST:

City Clerk	
First Reading:	

Second Reading: _____

Third Reading: _____

______? _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

Agenda Item #13 –

An Ordinance Amending Van Meter Code of Ordinances Chapter 80 Abandoned Vehicles

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 80 Abandoned Vehicles, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO ABANDONED VEHICLES

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SECTIONS MODIFIED. Sections 80.03 and 80.04 of the Code of Ordinances of the City of Van Meter, Iowa, are repealed and the following adopted in lieu thereof:

80.03 NOTICE BY MAIL.

1. A police authority or private entity that takes into custody an abandoned vehicle shall send notice by certified mail that the vehicle has been taken into custody no more than 20 days after taking custody of the vehicle. Notice shall be sent to the last known address of record of the last known registered owner of the vehicle, all lienholders of record, and any other known claimant to the vehicle.

2. Notice shall be deemed given when mailed. The notice shall include all of the following:

A. A description of the year, make, model, and vehicle identification number of the vehicle.

B. The location of the facility where the vehicle is being held.

C. Information for the persons receiving the notice of their right to reclaim the vehicle and personal property contained therein within 10 days after the effective date of the notice. Persons may reclaim the vehicle or personal property upon payment of all towing, preservation, and storage charges resulting from placing the vehicle in custody and upon payment of the costs of the notice required pursuant to this section.

D. A statement that failure of the owner, lienholders, or claimants to exercise their right to reclaim the vehicle or personal property within the time provided shall be deemed a waiver by the owner, lienholders, and claimants of all right, title, claim, and interest in the vehicle or personal property.

E. A statement that failure to reclaim the vehicle or personal property is deemed consent for the police authority or private entity to sell the vehicle at a public auction or dispose of the vehicle to a demolisher and to dispose of the personal property by sale or destruction.

3. If the abandoned vehicle was taken into custody by a private entity without a police authority's initiative, the notice shall state that the private entity may claim a garage keeper's lien as described in Section 321.90, Subsection 1, of the *Code of Iowa*, and may proceed to sell or dispose of the vehicle.

4. If the abandoned vehicle was taken into custody by a police authority or by a private entity hired by a police authority, the notice shall state that any person claiming rightful possession of the vehicle or personal property who disputes the planned disposition of the vehicle or personal property by the police authority or private entity or of the assessment of fees and charges provided by this section may ask for an evidentiary hearing before the police authority to contest those matters.

5. If the persons receiving notice do not ask for a hearing or exercise their right to reclaim the vehicle or personal property within the 10-day reclaiming period, the owner, lienholders, or claimants shall no longer have any right, title, claim, or interest in or to the vehicle or the personal property.

6. A court in any case in law or equity shall not recognize any right, title, claim, or interest of the owner, lienholders, or claimants after the expiration of the 10-day reclaiming period.

7. If it is impossible to determine with reasonable certainty the identities and addresses of the last registered owner and all lienholders, notice by one publication in one newspaper of general circulation in the area where the vehicle was abandoned shall be sufficient to meet all requirements of notice under Subsection 2 of this section. The published notice may contain multiple listings of abandoned vehicles but shall be published within the same time requirements and contain the same information as prescribed for mailed notice in Subsection 2 of this section.

(Code of Iowa, Sec. 321.89[3])

80.04 RECLAMATION OF ABANDONED VEHICLES. Prior to driving an abandoned vehicle away from the premises, a person who received or who is reclaiming the vehicle on behalf of a person who received notice under Section 80.03 shall present to the police authority or private entity, as applicable, the person's valid driver's license and proof of financial liability coverage as provided in Section 321.20B of the *Code of Iowa*. *(Code of Iowa, Sec. 321.89/3a])*

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, ___, and approved this _____, and approved this _____, ____.

Mayor

ATTEST:

City Clerk

First Reading:

Second Reading: _____

Third Reading: _____

_____, _____,

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

Agenda Item 14 –

An Ordinance Amending Van Meter Code of Ordinances Chapter 62 General Traffic Regulations

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 62 General Traffic Regulations, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY ADDING PROVISIONS PERTAINING TO LOW-SPEED ELECTRIC BICYCLES AND FULLY CONTROLLED-ACCESS FACILITIES

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SUBSECTIONS ADDED. Section 62.01 of the Code of Ordinances of the City of Van Meter, Iowa, is amended by adding new subsections which are hereby adopted to read as follows:

- 162. Section 321.235B Low-speed electric bicycles.
- 163. Section 321.366 Acts prohibited on fully controlled-access facilities.

SECTION 2. SECTION REPEALED. Section 140.05 of the Code of Ordinances of the City of Van Meter, Iowa, is repealed in its entirety.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the	day of	,, and approved this
day of		

Mayor

ATTEST:

City Clerk

First Reading:	

Second Reading:

_____,____.

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

Agenda Item #15 –

An Ordinance Amending Van Meter Code of Ordinances Chapter 122 Peddlers, Solicitors, and Transient Merchants

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 122 Peddlers, Solicitors, and Transient Merchants, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SUBSECTION ADDED. Section 122.16 of the Code of Ordinances of the City of Van Meter, Iowa, is amended by adding a new subsection which is hereby adopted to read as follows:

7. Minor Businesses. An on-site transactional business traditionally operated exclusively by a person under the age of 18, operated on an occasional basis for no more than 89 calendar days in a calendar year.

(Code of Iowa, Sec. 364.3[13])

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, ___, and approved this _____ day of _____, ____.

ATTEST:

Mayor

Citv	Clerk	

First Reading:	

Second Reading:	
-----------------	--

Third Reading:

_____, ____, _____,

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

Agenda Item #16 –

An Ordinance Amending Van Meter Code of Ordinances Chapter 41 Public Health and Safety

Submitted for: Action Recommendation: Approval Sample Language:

> City Councilmember _____: moved to make this the first and final reading of Ordinance Amending Van Meter Code of Ordinances Chapter 41 Public Health and Safety, waiving the statutory requirement for subsequent readings and moving to adoption.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY ADDING PROVISIONS PERTAINING TO FAILURE TO ASSIST

Be It Enacted by the City Council of the City of Van Meter, Iowa:

SECTION 1. SECTION ADDED. The Code of Ordinances of the City of Van Meter, Iowa, is amended by adding a new Section 41.16 which is hereby adopted to read as follows:

41.16 FAILURE TO ASSIST. A person who reasonably believes another person is suffering from a risk of serious bodily injury or imminent danger of death shall, if the person is able, attempt to contact local law enforcement or local emergency response authorities, if doing so does not place the person or other person at risk of serious bodily injury or imminent danger of death. No person shall without lawful cause violate the provisions of this section. A person shall not be required to contact local law enforcement or emergency response authorities if the person knows or reasonably believes that the other person is not in need of help or assistance.

(Code of Iowa, Sec. 727.12)

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, ___, and approved this _____ day of _____.

ATTEST:

Mayor

City Clerk

First Reading: _____

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of

_____, ____.

Agenda Item #17 – Action on a Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,000,000.

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember ____: So moved.

City Councilmember _____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

As previously provided, here is the proposed schedule for this bond issuance. We will utilize the special meetings for Council workshops as well:

September 13 – Set Public Hearing NTE \$1,000,000 (\$250,000 CIP Projects and \$750,000 Trindle Ridge Projects) September 14 to 23rd – Publish Notice of Hearing September 27 (Special Meeting) – Hold Public Hearing (NTE \$1,000,000) October 11 - Approval of Preliminary Official Statement, Approve Electronic Bidding, Set Sale Date October 25 (Special Meeting) – Sale Date (Approve Financing Bids) November 8 – Authorize Bond Issuance November 23 (no meeting required) – Closing (Deliver Funds to the City)

MINUTES TO SET DATE FOR HEARING ON ENTERING INTO A GENERAL OBLIGATION LOAN AGREEMENT

420352-22

Van Meter, Iowa

September 13, 2021

The City Council of the City of Van Meter, Iowa, met on September 13, 2021, at _______, Van Meter, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member ______ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member ______; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: ______.

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

• • • •

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

Mayor

Attest:

RESOLUTION NO.

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,000,000

WHEREAS, the City of Van Meter (the "City"), in Dallas County, State of Iowa, heretofore proposed to enter into a general obligation loan agreement (the "Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed \$2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing improvements and extensions to the municipal waterworks utility system, and has published notice of the proposed action and has held a hearing thereon on March 8, 2021; and

WHEREAS, the City now proposes to enter into a general obligation loan agreement (the "Loan Agreement #2"), and to borrow money thereunder in a principal amount not to exceed \$1,000,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer, storm water management and sidewalk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on September 27, 2021, at _____o'clock _____.m., at the ______, Van Meter, Iowa, which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement #2 described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000

(GENERAL OBLIGATION)

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Van Meter, Iowa.

Liz Thompson City Clerk Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$1,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, Loan Agreements or other obligations (the "Bonds"), or (ii) expenditures made no earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 13, 2021.

Mayor

Attest:

ATTESTATION CERTIFICATE:

STATE OF IOWA COUNTY OF DALLAS CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council fixing a date for a hearing on the City Council's proposal to take action in connection with a Loan Agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2021.

ORGANIZATION CERTIFICATE:

STATE OF IOWA COUNTY OF DALLAS SS: CITY OF VAN METER

I, the undersigned City Clerk, do hereby certify that the City of Van Meter is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

	,	Mayor
	,	City Administrator
	,	City Clerk
	,	Council Member/Mayor Pro Tem
	,	Council Member
WITNESS MY HAND this day of		, 2021.

PUBLICATION CERTIFICATE:

STATE OF IOWA COUNTY OF DALLAS SS: CITY OF VAN METER

I, the undersigned, City Clerk of the City of Van Meter, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain Loan Agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

(Attach here the publisher's original affidavit with a clipping of the notice, as published.)

(PLEASE LOAN AGREEMENT: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)



September 9, 2021

<u>Via Email</u> Kyle Michel City Administrator/City Hall Van Meter, Iowa

> Re: General Obligation Corporate Purpose Loan Agreement Our File No. 420352-22

Dear Kyle:

We have prepared and attached updated proceedings for the September 13th City Council meeting to enable the City Council to fix September 27th as the date for the hearing on the proposal to enter into a General Obligation Corporate Purpose Loan Agreement (the "Loan Agreement").

The documents attached include the following items:

1. Minutes of the City Council meeting providing for the adoption of the resolution fixing the time and place for the hearing. The resolution follows the minutes.

The form of notice of hearing is set out in Section 2 of the resolution. Please print an extra copy for delivery to the publisher. Please insert the time and place of the hearing in <u>both</u> the resolution and the notice

2. Attestation Certificate with respect to the validity of the transcript.

3. Organization Certificate.

4. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice of hearing on the Loan Agreement must be published at least once, not less than four (4) and not more than twenty (20) days before the September 27^{th} meeting date in a legal newspaper which has a general circulation in Van Meter. <u>The last date on which this notice can be effectively</u> **published is September 23, 2021**.

As soon as the notice appears in the newspaper, please have a copy emailed to our office at <u>lemke.susan@dorsey.com</u>. Please return one fully executed copy of all of the completed pages in these proceedings as soon as possible.

If you have any questions, please contact Erin Regan, John Danos, Cheryl Ritter or me.

Kind regards,

Amy Bjork

Attachments

cc: Liz Thompson Matt Stoffel Agenda Item #18 – Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of Trindle Ridge Sanitary Sewer Project

Submitted for: Information Recommendation: NA Sample Language:

Agenda Item #19 – Action on Resolution Awarding Contract and Approval of Contract and Bond for Trindle Ridge Sanitary Sewer Project

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember _____: So moved.

City Councilmember _____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

Resolution # 2021-____

"A Resolution to Award a Contract, Approve a Contract and Bond, for Trindle Ridge Sanitary Sewer Project"

Therefore, be it resolved by the Van Meter City Council of the City of Van Meter, Iowa:

Section 1. That the following bid for the construction of certain public improvements described in general as the Trindle Ridge Sanitary Sewer Project, described in the plans and specifications heretofore adopted by this Council on September 13th, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for said work, as follows:

Contractor: J & K Contracting, LLC, of Urbandale, Iowa

Amount of bid: \$165,897.00

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

Section 3. Said contract and bond are approved and accepted by the Van Meter City Council.

Passed and approved this 13th Day of September 2021

Mayor

ATTEST:

_____ City Clerk



VEENSTRA & KIMM, INC.

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

September 1, 2021

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

CITY OF VAN METER, IOWA TRINDLE RIDGE SANITARY SEWER RECEIPT OF BIDS RECOMMENDATION TO AWARD CONTRACT

The City of Van Meter received bids until 2:00 pm on September 1, 2021 for the Trindle Ridge Sanitary Sewer project. A total of four bids were received as follows:

J & K Contracting, LLC	\$165,897.00.
On Track Contracting	\$189,847.00.
Lawson Construction, LLC	\$190,429.00
Hurston & Sons Contractors	\$4,959,581.00

The apparent low bid was received from J & K Contracting, LLC in the amount of \$165,897.00.

The engineers estimate of cost for construction of the project was \$192,231.00. The low bid by J & K Contracting, LLC was 13.70% below the engineer's estimate of cost.

J & K Contracting, LLC has experience in the installation of sanitary sewer projects. Based on review, it appears the bid by J & K Contracting, LLC was responsive to the contract documents. There is no information to indicate J & K Contracting, LLC is not a responsible bidder.

If the City of Van Meter wishes to move forward with the Trindle Ridge Sanitary Sewer project it is recommended contract to be awarded to J & K Contracting, LLC in the amount of \$165,897.00 based on the bid received on September 1, 2021.

Kyle Michel September 1, 2021 Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000 or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rdp 19373

BID TABULATION VAN METER, IOWA TRINDLE RIDGE SANITARY SEWER

1. Construct Trindle Ridge Sanitary Sewer				J & K Contracting, LLC		On Track Constuction, LLC		Lawson Constuction, LLC		Hurst & Sons Contractors	
for the following unit and lump sum prices:		107003 Jus	107003 Justin Drive		1316 6th Street, Suite 109		29032 State Highway 11		2425 W 4th Street		
		Urbandale, Iowa 50322		Nevada, Iowa 50201		Kirksville, Missouri 63501		Waterloo, Iowa 50701			
ITEM			ESTIMATED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1	8" Sanitary Sewer in Open Cut	LF	1,111	\$ 75.00	\$ 83,325.00	\$ 89.00	\$ 98,879.00	\$ 89.00	\$ 98,879.00	\$ 130.00	\$ 144,430.00
2	8" Sanitary Sewer Directionally Bored in Place	LF	75	100.00	7,500.00	236.00	17,700.00	110.00	8,250.00	115.00	8,625.00
3	4" Sanitary Sewer Service Directionally Bored in Place	LF	115	50.00	5,750.00	160.00	18,400.00	50.00	5,750.00	105.00	12,075.00
4	Manhole - Type SW-301 - 48"	EA	6	7,000.00	42,000.00	5,145.00	30,870.00	7,000.00	42,000.00	6,000.00	36,000.0
5	8" x 4" Wyes	EA	5	300.00	1,500.00	890.00	4,450.00	800.00	4,000.00	300.00	1,500.00
											4,000.0
6	Video Inspection	LF	1,186	2.00	2,372.00	3.00	3,558.00	5.00	5,930.00	4,000.00	4,744,000.0
7	Seeding, SUDAS Type 1	ACRE	1.7	8,500.00	14,450.00	3,282.00	5,579.40	3,600.00	6,120.00	3,500.00	5,950.00
8	Erosion Control	LS	1	8,000.00	8,000.00	9,400.00	9,400.00	14,000.00	14,000.00	7,000.00	7,000.0
9	Traffic Control	LS	1	1,000.00	1,000.00	1,010.60	1,010.60	5,500.00	5,500.00	1.00	1.0
	TOTAL BASE BID									\$219	581.00
	(Items 1 - 9)				97.00	\$189,8	47.00	\$190,4	29.00	\$4,95	9,581.00

I hereby certify that this is a true tabulation of bids received on September 1, 2021 by the City of Van Meter, Iowa.

H. Robert Veenstra Jr., P.E Iowa License No. 9037 My license renewal date is December 31, 2022





VEENSTRA & KIMM, INC.

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

September 10, 2021

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

CITY OF VAN METER, IOWA TRINDLE RIDGE SANITARY SEWER PROJECT CONSTRUCTION NUMBER CONTRACT AND BOND CERTIFICATE OF INSURANCE

Enclosed are five copies of the contract provided by J&K Contracting, LLC for the Trindle Ridge Sanitary Sewer Project. Enclosed are five copies of the bond provided by J&K Contracting, LLC and its Surety. Enclosed are five copies of the Certificate of Insurance provided by J&K Contracting, LLC

If the City Council elects to move forward with the project, it should award contract and approve the contract and bond.

Once the contract has been executed by the City of Van Meter please return two copies of executed contract, bond and Certificate of Insurance to the writer. The City may retain the other three copies of the contract documents. Veenstra & Kimm, Inc. will forward a copy of the executed contract documents to J&K Contracting, LLC and will retain the other copy of the contract documents for its permanent project files.

If you have any questions or comments concerning the project, please contact the writer at 225-8000 or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rdp 19373

CONTRACT

THIS AGREEMENT, made and entered into this 13th day of September, 2021, by and between the City of Van Meter, Iowa, party of the first part, hereinafter referred to as the "Owner", and J & K Contracting, LLC, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 9th day of August, 2021, for Trindle Ridge Sanitary Sewer under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

TRINDLE RIDGE SANITARY SEWER

Construct Trindle Ridge Sanitary Sewer including all labor, materials and equipment necessary for approximately 1,111 linear feet of 8-inch sanitary sewer installed in open cut, 75 linear feet of 8-inch sanitary sewer directionally bored in place, 115 linear feet of 4-inch sanitary sewer directionally bored in place, excavation, backfill, manholes, surface restoration and miscellaneous associated work, including cleanup, for the sum of One Hundred Sixty-five Thousand, Eight Hundred Ninety-seven and 00/100 Dollars (\$165,897.00) based on the unit and lump sum prices as shown on the Proposal.

- 2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:
 - 2.1 Contract Documents, including:
 - 2.1.1 Notice to Bidders
 - 2.1.2 Instructions to Bidders
 - 2.1.3 Proposal
 - 2.1.4 Bond
 - 2.1.5 General Conditions
 - 2.1.6 Special Conditions
 - 2.1.7 Plans List
 - 2.1.8 Detailed Specifications
 - 2.1.9 Plans listed in the specifications
 - 2.1.10 Numbered addenda issued to the foregoing.
 - 2.2 This Instrument.
 - 2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.
- 3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.
- 4. That this contract is executed in triplicate.

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

CONTRACTOR

CITY OF VAN METER, IOWA

J & K Contracting, V.C.	
By Jenny Jack	
Title Fresichent	
ATTEST:	,
Gullan	
Title Project Manager	
	C-2

City Clerk

Mayor

ATTEST:

19373

Bond No: 1001144895

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

4 40

BOND

KNOW ALL MEN: That we, J & K Contracting, of Urbandale, Iowa , hereinafter called the Principal, and ______ American Contractors Indemnity Company hereinafter called the surety, are held and firmly bound unto the City of Van Meter, Iowa, hereinafter called the Owner in the sum of One Hundred Sixty-five Thousand, Eight Hundred Ninety-seven Dollars (\$165,897.00), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated September 13, 2021, entered into a Contract with the Owner for Trindle Ridge Sanitary Sewer which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

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

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

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

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

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

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

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

B-1

٩							_	D 4 70 (4)	100000
Ą	CORD [®] CE	RT	IFICATE OF LIA	BILIT	TY INSU	JRANC	E	•	M/DD/YYYY) /2021
CE BE	IIS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INSI EPRESENTATIVE OR PRODUCER, AN	VELY JRAN	OR NEGATIVELY AMEND, CE DOES NOT CONSTITUT	EXTEN	D OR ALTE	R THE CO	ERAGE AFFORDED B	E HOLD	ER. THIS POLICIES
IM	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject is certificate does not confer rights to	s an A to the	ADDITIONAL INSURED, the particular terms and conditions of the	e policy	, certain po	licies may r	AL INSURED provisions require an endorsement.	s or be o	endorsed. ement on
	DUCER		_	CONTAC NAME:					
LM	C Insurance & Risk Management O University Ave., Suite 200				Ext): 515-237		FAX (A/C, No):	515-244-	9535
We	st Des Moines IA 50266-5945				s: brenda.tro				
							DING COVERAGE		NAIC #
		_	License#: 1001000272				nce Company		20494
INSU	RED (Contracting; MBK Transport LLC		J&KCONT-02	INSURER	в: Continen	tal Insurance	Company		35289
	'03 Justin Dr				c: Continen				20443
Urb	andale IA 50322			INSUREF	D: Valley Fo	orge Insurance	e Company		20508
				INSURE	RE:				
				INSURE	RF:				
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES		ATE NUMBER: 1916139995				REVISION NUMBER:		V DEDIOD
IN CI E)	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I KCLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POLICI	EMENT, TERM OR CONDITION NN, THE INSURANCE AFFORD IES. LIMITS SHOWN MAY HAVE	OF ANY ED BY T BEEN R	CONTRACT THE POLICIES EDUCED BY F	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPEC	CT TO W	HICH THIS
INSR	TYPE OF INSURANCE	ADDL S	WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	the second se	LIMIT	S	
D	X COMMERCIAL GENERAL LIABILITY	Y	6080961738		7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,0	000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,00	0
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,0	000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,0	000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,0	000
	OTHER:						COMBINED SINGLE LIMIT	\$	
A	AUTOMOBILE LIABILITY	Y	6080961707		7/1/2021	7/1/2022	(Ea accident)	\$ 1,000,0	000
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident) PROPERTY DAMAGE		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						(Per accident)	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR	Y	6080961710		7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 5,000,0	000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,0	000
B			6080961724		7/1/2021	7/1/2022	X PER OTH- STATUTE ER	\$	
l °	AND EMPLOYERS' LIABILITY Y/N		0000901724		111/2021	11112022	the second s		
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$ 500,00	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		
c	DESCRIPTION OF OPERATIONS below Motor Truck Cargo		6081037427		7/1/2021	7/1/2022	E.L. DISEASE - POLICY LIMIT	\$ 500,00	
ľ			0001001421		TTEVET	17 17 60 4 60 60			
				-					
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC : Trindle Ridge Sanitary Sewer	LES (AC	CORD 101, Additional Remarks Schedu	ule, may be	attached if mor	e space is requir	ed)		
1		Owne	re Lassage or Contractore - In	ocluding	Producte -Or	noting and C	ompleted Operations	nan:	4
noi	rtificate holder is an Additional Insured - n-contributory when required in a written	contra	act with respects to the Genera	al Liabilit	y policy per f	orm CNA750	79 (01/15)	nary and	4
Ce	rtificate holder is an Additional Insured w	hen re	equired in a written contract wi	ith respe	cts to the Au	to Liability po	licy per form CNA63359 (04/12)	
Au	to Liability policy is primary and non-con	tributo	bry when required in a written o	contract	per form CN/	63359 (04/1)	2)		
Se	e Attached					(
CE	RTIFICATE HOLDER	_		CANC	ELLATION	_		_	_
	City of Van Meter			THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE C. EREOF, NOTICE WILL I CY PROVISIONS.		
	505 Grant St Van Meter IA 50261			AUTHO	RIZED REPRESE	NTATIVE	,		
				1.	under 1	the here here			
					© 19	88-2015 AC	CORD CORPORATION.	All righ	te reserved

AGENCY CUSTOMER ID: J&KCONT-02

ACORD		-	
	AC	ORD	

3

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

		NAMED INSURED J&K Contracting; MBK Transport LLC 10703 Justin Dr Urbandale IA 50322
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

Umbrella is Follow Form

Agenda Item #20 – Resolution Approving Professional Services Agreement – Trindle Ridge Sanitary Sewer Project

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember _____: So moved.

City Councilmember _____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

Resolution #2021-___

"A Resolution to Approve Agreement for Trindle Ridge Sanitary Sewer Project Professional Services"

Whereas, the City Engineer has provided an overview of proposed sanitary sewer extensions as part of the Trindle Ridge Development Project, and

Whereas, the City wishes to formally acknowledge services to be provided by the City Engineer as part of the Trindle Ridge Sanitary Sewer Project, now

Therefore, be it resolved by the Van Meter City Council, the Trindle Ridge Sanitary Sewer Project Professional Services Agreement between the City of Van Meter and Bob Veenstra, Veenstra & Kimm, Inc. is approved as submitted.

Be it further resolved, the Mayor and necessary staff are authorized to execute the agreement on behalf of the City of Van Meter.

Passed and approved this 13th day of September 2021.

_____ Mayor

ATTEST:

_____ City Clerk



VEENSTRA & KIMM, INC.

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

September 2, 2021

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

CITY OF VAN METER, IOWA TRINDLE RIDGE SANITARY SEWER ENGINEERING SERVICES DURING CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

The design of the Trindle Ridge Sanitary Sewer project was undertaken by Veenstra & Kimm, Inc. under a general authorization by the City to move forward with the preliminary design of the project and subsequently transitioned to the completion of the design.

With the receipt of bids and anticipated award of contract for the project it is appropriate to address engineering services during construction. Although the design services were undertaken without a written agreement Veenstra & Kimm, Inc. would propose a written agreement for the construction engineering services for the Trindle Ridge Sanitary Sewer project.

Enclosed are two copies of a proposed agreement for construction engineering services. The services would be provided on an hourly fee basis with a maximum not to exceed fee of \$13,900. For your information the writer has included the spreadsheet showing the calculation of the engineering service fee during construction of the project.

Establishing a maximum fee for engineering services during construction allows the City to incorporate that cost in the project financing for the Trindle Ridge Sanitary Sewer project.

Kyle Michel September 2, 2021 Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000 or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj 19373 Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

TRINDLE RIDGE SANITARY SEWER CONSTRUCTION ENGINEERING SERVICES VAN METER, IOWA

THIS AGREEMENT, made and entered into this ______ day of ______, 2021, by and between the **CITY OF VAN METER**, **IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM**, **INC**., a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City has awarded a construction contract for the Trindle Ridge Sanitary Sewer project, and

WHEREAS, the Engineers provided design and bidding services for the Trindle Ridge Sanitary Sewer project under a general authorization from the City, and

WHEREAS, the Trindle Ridge Sanitary Sewer project is referred to as the Project for purposes of this Agreement, and

WHEREAS, the City desires to retain the Engineers to provide engineering services during construction of the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services during construction of the Project. Such agreement shall be subject to the following terms, conditions and stipulations, to wit:

- **1. SCOPE OF PROJECT.** It is understood and agreed the Project shall consist of the following:
 - a. Construction of approximately 1,186 linear feet of 8-inch sanitary sewer.
- 2. PRECONSTRUCTION CONFERENCE. The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the City, the Engineers, the Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined and the need for resident review by the Engineers will be established.
- **3. GENERAL SERVICES DURING CONSTRUCTION**. The Engineers shall provide general services during construction including, but not limited to, the following:
 - a. Establishing a bench mark and/or base line to permit start of construction work.

- b. Consult with and advise City.
- c. Coordinate and provide work of testing laboratories.
- d. Assist in interpretation of plans and specifications.
- e. Review drawings and data of manufacturers.
- f. Process and certify payment estimates of the Contractor to City.
- g. Prepare and process necessary change orders or modifications to the construction contract.
- h. Make routine and special trips to the Project site as required.
- i. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
- j. Provide the City with one (1) set of the plans showing final construction.

4. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES.

- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
 - b. The Engineers shall provide resident review services by assigning resident Engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.
 - c. Provide construction staking as necessary to include the establishment of required bench mark and base lines for location, elevation and grade for construction.
- 5. FINAL REVIEW. The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the City when construction substantially complies with the plans and specifications.

- **6. COMPENSATION**. The City shall compensate the Engineers for their services by payment of the following fees:
 - a. The total fee for general services during construction, resident review and construction staking shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the Project. The total fee for engineering services during construction shall not exceed the sum of Thirteen Thousand Nine Hundred and 00/100 Dollars (\$13,900.00).
- 7. **PAYMENT**. The fees shall be due and payable as follows:
 - a. For general services during construction, resident review, construction staking and final review, the fee shall be due and payable monthly.
- 8. LEGAL SERVICES. The City shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- **9. INSURANCE**. The Engineers shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000
Professional Liability**,***	3,000,000/3,000,000

*Occurrence/Aggregate ** The City is not to be named as an additional insured ***Claims made basis

- **10. SERVICES NOT INCLUDED**. The above-stated fees do not include compensation for the following items:
 - a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - b. Services associated with any arbitration or litigation between the City and any construction contractor.
- 11. CHANGES AND EXTRA WORK. The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized. Compensation for any easement services shall be based on the standard hourly fees of the Engineers plus expenses incurred.
- **12. TIME OF COMPLETION**. Construction engineering services: November 30, 2021.
- **13. TERMINATION**. Should the City abandon the Project or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.
- 14. ASSISTANTS. It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.
- **15. ASSIGNMENT**. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

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

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

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

CITY OF VAN METER, IOWA	ATTEST:
By Mayor	By City Clerk
VEENSTRA & KIMM, INC.	ATTEST:

By Patte Jass By_ Chair, Board of Directors

VEENSTRA & KIMM, INC. HOURLY RATES BY EMPLOYEE CLASSIFICATION (Effective July 2021)

.

Management I ć195.00
Management I
Management II
Process Engineer I
Client Services I
Client Services V
Engineer I-A
Engineer I-B 176.00
Engineer I-C 167.00
Engineer I-D 160.00
Engineer II-A 151.00
Engineer II-B 142.00
Engineer III-A 134.00
Engineer III-B 128.00
Engineer III-C 125.00
Engineer IV 121.00
Engineer V 113.00
Engineer VI 106.00
Engineer VII
Engineer VIII
Engineer IX
Engineer X
Engineer XI 75.00
Engineer XII
Design Technician I
Design Technician II
Architect
Planner I 117.00
Planner II
Planner III
Drafter IA 107.00
Drafter IB
Drafter II
Drafter III
Drafter IV
Drafter V
Drafter VI
Drafter VII
Clerical I
Clerical II
Clerical III
Clerical IV
Clerical V
Construction Manager
Surveyor I
Surveyor II

Technician I	
Technician II	
Technician III	
Technician IV	
Technician V	
Technician VI	
Technician VII	
Technician VIII	47.00
Technician IX	
Building Inspector I	
Building Inspector I-A	
Building Inspector II	
Building Inspector III	
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station	
Total Station Robotics	
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Hour
Drone	75.00/Hour
Mileage	IRS Rate

.

CITY OF VAN METER TRINDLE TRIDGE SANITARY SEWER CONSTRUCTION ENGINEERING SERVICES

	Estimated	Hourly	
Description	Hours	Rate	Amount
Resident Reviewer	116	\$65	\$7,540
Project Manager	8	\$186	\$1,488
Construction Engineer	20	\$83	\$1,660
Construction Manager	8	\$180	\$1,440
Survey Tech V	12	\$71	\$852
Clerical	6	\$70	\$420
Labor Subtotal			\$13,400
Direct Expenses			\$500
Total Fee			\$13,900

Agenda Item #21 – Discussion and Action – Grand Ridge Estates Townhomes Preliminary Plat and Site Plan

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember _____: So moved.

City Councilmember _____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

NOTICE OF PUBLIC MEETING

Governmental Body: Van Meter Planning and Zoning Commission Date of Meeting: Monday September 13th, 2021 Time/Location of Meeting: 5:30 PM – City Hall, 310 Mill Street

Agenda:

- 1. Call to Order/Roll Call
- 2. Approval of Agenda
- 3. Approval of Minutes 8-2-2021
- 4. Discussion and Action Grand Ridge Estates Townhomes Preliminary Plat and Site Plan
- 5. Discussion and Action 36093 Tabor Road Plat of Survey
- 6. Adjournment

Posted this 10th day of September 2021

Meeting Minutes

Governmental Body: Van Meter Planning and Zoning Commission Date of Meeting: Monday, August 2nd, 2021 Time/Location of Meeting: 5:30 PM – 310 Mill Street

Agenda:

- Call to Order/Roll Call Wahlert called the meeting to order at 5:36 Roll was called: Harrison, Hulse, Wahlert, Akers, Bruins, DeVore, Feldman present. Staff present included City Administrator Kyle Michel
- Approval of Agenda Wahlert moved, supported by Feldman, to approve the agenda as published. Motion carried unanimously.
- Approval of Minutes –6-7-2021 Meeting Minutes Wahlert moved, supported by Akers, to approve the minutes. Motion carried unanimously.
- 4. Discussion and Action: Grand Ridge Estates Plat 1 Final Plat Paul Clausen, CEC, was present to provide an overview of the Final Plat submittal. City Engineer Veenstra's comments were included in the packet for review. Akers moved, supported by Feldman, to recommend approval to Council as submitted. Motion carried unanimously.
- 5. Discussion and Action: Liberty Ready Mix Plat of Survey and Site Plan JD Dalton and Dan Southwick were present to present the proposed Liberty Ready Mix plant. City Engineer Veenstra's comments were provided in the packet for review. City Administrator Michel provided additional context regarding the annexation efforts occurring north of the Raccoon River. Hulse moved, supported by Feldman, to recommend approval to City Council of the Plat of Survey as submitted and approval of the Site Plan subject to seeing a lighting plan and buffering.

Survey as submitted and approval of the Site Plan subject to seeing a lighting plan and buffering plan for County Highway R16. Motion carried. Wahlert passed citing employment with Bishop Engineering, the project engineer, as a conflict.

6. Discussion and Action: Urban Renewal Plan Amendment Re. Trindle Ridge City Administrator Michel introduced the proposed plan amendment and the requirement of the Planning & Zoning Commission to review the proposed amendment for conformance with the overall Urban Renewal Plan of the City of Van Meter. City Administrator Michel discussed the proposed public and private projects occurring as part of the Trindle Ridge development project and the costs associated with each.

Akers moves, supported by Feldman, to recommend approval of the proposed Urban Renewal Plan Amendment to the City Council. Motion carried. Bruins no.

7. Adjournment

Motion by Wahlert, supported by Akers, to adjourn the meeting. Motion carried unanimously. The meeting was adjourned at 6:19 pm.



VEENSTRA & KIMM, INC.

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

August 12, 2021

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

VAN METER, IOWA GRAND RIDGE ESTATES TOWNHOMES PRELIMINARY PLAT/SITE PLAN REVIEW COMMENTS

The writer has completed a review of the initial submittal of the preliminary plat and site plan for Grand Ridge Estates Townhomes. The writer completed a review of the Stormwater Management Report prepared by Civil Engineering Consultants.

The project involves a 36 unit townhome development located on Lot 83 of Grand Ridge Estates Plat 1. Based on review the writer would note the following:

- 1. The submittal involves both a preliminary plat and a site plan. The development plan is to create 36 individual townhome lots with Outlot Z encompassing the balance of the property exclusive of the 36 individual townhome lots.
- 2. The project involves 18 separate bi-attached townhome units.
- 3. The preliminary plat indicates the existing zoning is R-3 multifamily and the proposed zoning would be Grand Estates PUD.
- 4. General Note 1 on Sheet 02 indicates construction is to be in accordance with the 2021 Edition of SUDAS. This note is satisfactory.
- 5. The streets within the project are shown to be private.
- 6. The project involves two private street approaches. The east approach is to Josie Drive. The south driveway is to Long Avenue west of Josie Drive. The locations of the private street access points are satisfactory.

- 7. The width of the streets is 24-foot back to back. In some areas there is a rolled curb and in other areas a full height curb. The rolled curb is generally used in areas where the townhome driveways concept to the private street.
- 8. The site plan shows 24 additional parking stalls located in two parking areas along the east and west side of the central loop street. The location of the additional parking stalls in relationship to the townhome units appears to be satisfactory.
- 9. The site plan shows a 5-foot sidewalk on the west side of Josie Drive and a 5-foot sidewalk on the north side of Long Avenue. The configuration of these two sidewalks appears to be satisfactory.
- 10. The sidewalk at the north end of Josie Drive terminates and there is no proposed crossing of R-16 as there is no sidewalk on the north side of R-16.
- 11. The sidewalk at the intersection of Josie Drive and Long Avenue includes access ramps for the sidewalks located on the opposite side of the intersection.
- 12. For the sidewalk on Long Avenue terminates at the west boundary for future extension as the property to the west develops.
- 13. The site plan shows 5-foot sidewalk located along the interior streets. Except in the area of the parking stalls the 5-foot sidewalk is located immediately behind the curb line.
- 14. The interior sidewalk includes ADA ramps at several private street crossings. Civil Engineering Consultants will need to review the configuration of the sidewalk ramps to ensure compliance with ADA from a geometric and configurational perspective.
- 15. Sanitary sewer is provided by a connection to the existing manhole on the north side of Long Avenue east of the new private street. The sewer continues west to the center of the private street and then along the private streets. The high point on the sewer is located at the northeast corner with the sewers extending from that point along the east and south legs and along the north and west legs to a manhole at the southwest corner of the interior loop street.
- 16. The sanitary sewer to the southwest corner of the loop street is shown as 8-inch diameter at a slope of 0.60%. This sanitary sewer is satisfactory.
- 17. The sanitary sewers around the loop street are shown as 6-inch at a slope of 1.5% to 1.57%.

- 18. The preliminary plat indicates the intent for the sanitary sewer to be public.
- 19. Historically the City has required public sewers to be 8-inch diameter. The City will need to decide if it will accept public 6-inch diameter sewers, if it will require the 6-inch sewer to be private or increased in size to 8-inch diameter to be a public sewer.
- 20. The storm sewer starts with an outlet on the west side of the private street connecting to Long Avenue. The storm sewer continues northerly along the west leg of the private street, with legs extending north and east and north along the southerly and easterly legs of the private street.
- 21. The preliminary plat shows the storm sewer to be public.
- 22. The preliminary plat/site plan shows a 10-foot wide paved cunette extending along the west boundary of the site. The concrete cunette flume will carry the runoff from the R-16 culvert to the storm sewer under Long Avenue near the southwest corner of the site.
- 23. The discharge from the storm sewer in the project is to a 6-foot wide concrete cunette/flume that extends westerly to connect to the south flowing 10-foot wide concrete cunette/flume.
- 24. The storm sewer system is designed for a 5-year recurrence interval storm.
- 25. The design includes overflow sidewalks at critical locations to convey runoff in excess of the capacity of the storm sewer.
- 26. The preliminary plat/site plan shows a loop of 8-inch water main. The water main connects to the existing water main stub along the west side of Josie Drive.
- 27. The water main includes a tapping sleeve and valve connection to the 8-inch water main located on the north side of Long Avenue.
- 28. It appears the valve for the tapping sleeve and valve connection Long Avenue may be located near the edge of the street approach. It would be desirable if the valve was located outside of the pavement. However, the location in the pavement is acceptable as long as it is not located at the curb line.
- 29. The site plan shows hydrant coverage circles. The hydrant coverage is satisfactory.

- 30. The internal loop of the water main includes two tee connections. Currently valves are shown on the two legs of the southwest tee and one leg of the east tee. It is recommended valves be provided on all three legs of the tee in order to provide enhanced isolation.
- 31. The water main is shown to be public.
- 32. The site grading plan generally shows the site to drain from the northeast to the southwest.
- 33. Based on the site grading plan there will be several locations where the water flow will be diagonally across the orientation of townhome units. During the individual site development it will be necessary to ensure the runoff is routed around the bi-attached townhome units.
- 34. The site plan includes minimum protection elevations (MPE) on Lots 1 through 20 and Lots 23 through 28 located along the perimeter of the project. No MPEs are shown on Lots 21 and 22 on the perimeter and Lots 29 through 36 located in the interior of the looped street.

The writer has completed a review of the Stormwater Management Plan submitted by Civil Engineering Consultants. Based on review the following is noted:

- 1. The stormwater detention for the project is provided as part of the Grand Estates stormwater detention basin. No additional stormwater detention is required.
- 2. The stormwater report indicates the storm sewers are sized for a minimum of a five year recurrent interval storm with sump intakes designed to intercept the runoff from a 100 year storm event.
- 3. The stormwater report indicates the storm sewers downstream from sump areas are sized to convey the runoff from a 100 year storm event.
- 4. A review of the storm sewer sizing calculations indicates the storm sewers are adequately sized based on the design criteria.
- 5. The stormwater drainage report includes sizing calculations and analysis for three "swales", including the 10-foot wide cunette located along the west side of the site and smaller swales referred to as the east swale and south swale.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or byeenstra@v-k.net.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj 19379 Cc: Paul Clauson, Civil Engineering Consultants



VEENSTRA & KIMM, INC.

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

August 23, 2021

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

VAN METER, IOWA GRAND RIDGE ESTATES TOWNHOMES PLAT 1 SECOND SUBMITTAL REVIEW COMMENTS

The writer has completed a review of the second submittal of the preliminary plat/site plan for Grand Ridge Estates Townhomes Plat 1. The writer's letter of August 12, 2021 offered comments on the preliminary plat/site plan and the stormwater management plan.

Only a small number of the comments in the writer's letter of August 12, 2021 requested modifications or clarifications in the preliminary plat/site plan. Based on review of the second submittal of the preliminary plat/site plan and the response letter of August 20, 2021 from Civil Engineering Consultants the following comments are offered relative to the items in the writer's letter of August 13, 2021 where additional information or modifications were requested.

- 14. The revised submittal includes additional information indicating the sidewalk ramps appear to be designed in compliance with ADA.
- 19. All of the 6-inch sanitary sewers have been increased in size to 8-inch diameter. With the 8-inch diameter size the sanitary sewers would meet the minimum requirement of the City for a public sewer.
- 28. The valve on the tapping sleeve and valve connection on Long Avenue is clarified to be outside of the pavement. The location is satisfactory.

- 30. Valves have been added on all three legs of the water main of the two internal tees to provide enhanced reliability of the water system. The additional valve locations are satisfactory.
- 34. MPE elevations are now shown for all lots.

The writer would note one of the comments that does not require a change to the preliminary plat/site plan, but should be taken into consideration during the development of the property. Comment 33 notes the development of the townhome lots will need to take into consideration there are several lots where water will flow diagonally across the orientation of the townhome units. The exterior grading in the area of the townhomes will need to be consistent with the grading plan shown on the preliminary plat/site plan in order to provide the intended overland drainage.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or byeenstra@v-k.net.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj 193 Cc: Paul Clauson, Civil Engineering Consultants



August 20, 2021

ATTN: Kyle Michel City Administrator 310 Miller Street P.O. Box 160 Van Meter, IA 50261

RE: Grand Ridge Estates Townhomes Plat 1 – Preliminary Plat / Site Plan

Dear Kyle:

On behalf of Van Meter Land Company, LLC, we are submitting the revised preliminary plat / site plan in the City of Van Meter, Dallas County, Iowa. The submittal includes:

- Revised preliminary plat / site plan
- This response letter addressing initial review from V&K

The staff comments dated August 13th have been addressed as follows:

- 1. The submittal involves both a preliminary plat and a site plan. The development plan is to create 36 individual townhome lots with Outlot Z encompassing the balance of the property exclusive of the 36 individual townhome lots. **OK**
- 2. The project involves 18 separate bi-attached townhome units. OK
- 3. The preliminary plat indicates the existing zoning is R-3 multifamily and the proposed zoning would be Grand Estates PUD. **OK**
- 4. General Note 1 on Sheet 02 indicates construction is to be in accordance with the 2021 Edition of SUDAS. This note is satisfactory. **OK**
- 5. The streets within the project are shown to be private. **OK**
- 6. The project involves two private street approaches. The east approach is to Josie Drive. The south driveway is to Long Avenue west of Josie Drive. The locations of the private street access points are satisfactory. **OK**
- 7. The width of the streets is 24-foot back to back. In some areas there is a rolled curb and in other areas a full height curb. The rolled curb is generally used in areas where the townhome driveways concept to the private street. **OK**
- 8. The site plan shows 24 additional parking stalls located in two parking areas along the east and west side of the central loop street. The location of the additional parking stalls in relationship to the townhome units appears to be satisfactory. **OK**
- 9. The site plan shows a 5-foot sidewalk on the west side of Josie Drive and a 5-foot sidewalk on the north side of Long Avenue. The configuration of these two sidewalks appears to be satisfactory. **OK**
- 10. The sidewalk at the north end of Josie Drive terminates and there is no proposed crossing of R-16 as there is no sidewalk on the north side of R-16. **OK**
- 11. The sidewalk at the intersection of Josie Drive and Long Avenue includes access ramps for the sidewalks located on the opposite side of the intersection. **OK**
- 12. For the sidewalk on Long Avenue terminates at the west boundary for future extension as the property to the west develops. **OK**



Civil Engineering Consultants, Inc.

- 13. The site plan shows 5-foot sidewalk located along the interior streets. Except in the area of the parking stalls the 5-foot sidewalk is located immediately behind the curb line. **OK**
- 14. The interior sidewalk includes ADA ramps at several private street crossings. Civil Engineering Consultants will need to review the configuration of the sidewalk ramps to ensure compliance with ADA from a geometric and configurational perspective. The sidewalk ramps have been detailed for compliance with ADA.
- 15. Sanitary sewer is provided by a connection to the existing manhole on the north side of Long Avenue east of the new private street. The sewer continues west to the center of the private street and then along the private streets. The high point on the sewer is located at the northeast corner with the sewers extending from that point along the east and south legs and along the north and west legs to a manhole at the southwest corner of the interior loop street. **OK**
- 16. The sanitary sewer to the southwest corner of the loop street is shown as 8-inch diameter at a slope of 0.60%. This sanitary sewer is satisfactory. **OK**
- 17. The sanitary sewers around the loop street are shown as 6-inch at a slope of 1.5% to 1.57%. OK
- 18. The preliminary plat indicates the intent for the sanitary sewer to be public. OK
- 19. Historically the City has required public sewers to be 8-inch diameter. The City will need to decide if it will accept public 6-inch diameter sewers, if it will require the 6-inch sewer to be private or increased in size to 8-inch diameter to be a public sewer. **The sanitary sewers have been revised to be 8-inch diameter.**
- 20. The storm sewer starts with an outlet on the west side of the private street connecting to Long Avenue. The storm sewer continues northerly along the west leg of the private street, with legs extending north and east and north along the southerly and easterly legs of the private street. **OK**
- 21. The preliminary plat shows the storm sewer to be public. **OK**
- 22. The preliminary plat/site plan shows a 10-foot wide paved cunette extending along the west boundary of the site. The concrete cunette flume will carry the runoff from the R-16 culvert to the storm sewer under Long Avenue near the southwest corner of the site. **OK**
- 23. The discharge from the storm sewer in the project is to a 6-foot wide concrete cunette/flume that extends westerly to connect to the south flowing 10-foot wide concrete cunette/flume. **OK**
- 24. The storm sewer system is designed for a 5-year recurrence interval storm. OK
- 25. The design includes overflow sidewalks at critical locations to convey runoff in excess of the capacity of the storm sewer. **OK**
- 26. The preliminary plat/site plan shows a loop of 8-inch water main. The water main connects to the existing water main stub along the west side of Josie Drive. **OK**
- 27. The water main includes a tapping sleeve and valve connection to the 8-inch water main located on the north side of Long Avenue. **OK**
- 28. It appears the valve for the tapping sleeve and valve connection Long Avenue may be located near the edge of the street approach. It would be desirable if the valve was located outside of the pavement. However, the location in the pavement is acceptable as long as it is not located at the curb line. **The proposed valve has been shown outside of the pavement.**
- 29. The site plan shows hydrant coverage circles. The hydrant coverage is satisfactory. **OK**
- 30. The internal loop of the water main includes two tee connections. Currently valves are shown on the two legs of the southwest tee and one leg of the east tee. It is recommended valves be provided on all three legs of the tee in order to provide enhanced isolation. Additional valves have been added at the tee connections.
- 31. The water main is shown to be public. **OK**
- 32. The site grading plan generally shows the site to drain from the northeast to the southwest. **OK**



Civil Engineering Consultants, Inc.

- 33. Based on the site grading plan there will be several locations where the water flow will be diagonally across the orientation of townhome units. During the individual site development it will be necessary to ensure the runoff is routed around the bi-attached townhome units. **OK**
- 34. The site plan includes minimum protection elevations (MPE) on Lots 1 through 20 and Lots 23 through 28 located along the perimeter of the project. No MPEs are shown on Lots 21 and 22 on the perimeter and Lots 29 through 36 located in the interior of the looped street. **The grading plan and M.P.E.s have been revised.**

The writer has completed a review of the Stormwater Management Plan submitted by Civil Engineering Consultants. Based on review the following is noted:

- 1. The stormwater detention for the project is provided as part of the Grand Estates stormwater detention basin. No additional stormwater detention is required. **OK**
- The stormwater report indicates the storm sewers are sized for a minimum of a five year recurrent interval storm with sump intakes designed to intercept the runoff from a 100 year storm event. OK
- 3. The stormwater report indicates the storm sewers downstream from sump areas are sized to convey the runoff from a 100 year storm event. **OK**
- 4. A review of the storm sewer sizing calculations indicates the storm sewers are adequately sized based on the design criteria. **OK**
- 5. The stormwater drainage report includes sizing calculations and analysis for three "swales", including the 10-foot wide cunette located along the west side of the site and smaller swales referred to as the east swale and south swale. **OK**

Please review this information at your earliest convenience. If you have any additional comments or questions do not hesitate to contact us.

Sincerely, Civil Engineering Consultants, Inc.

Juse

Paul Clausen, P.E. Cc: Dustin Jones and Jeff Tucker



PRELIMINARY PLAT / SITE PLAN GRAND RIDGE ESTATES TOWNHOMES 2915 LONG AVENUE, VAN METER, IOWA

UTILITIES

VAN METER PUBLIC WORKS ADDRESS: 310 MILL STREET, VAN METER, IOWA 50261 PHONE: (515) 996-2644

SANITARY SEWER - CITY OF VAN METER STORM SEWER - CITY OF VAN METER - CITY OF VAN METER WATER

ELECTRIC AND NATURAL GAS UTILITY MIDAMERICAN ENERGY CORPORATION 666 GRAND AVENUE DES MOINES, IA 50309 CONTACT: MATT REINHARDT PHONE: 515-515-252-6413 EMAIL: MJREINHARDT@MIDAMERICAN.COM

TELEPHONE

CENTURY LINK 4201 KINGMAN BLVD. 2nd FLOOR DES MOINES, IA 50311 CONTACT: CINDY CARTER PHONE: 515-554-3316

BUILDING DEPARTMENT

CITY OF VAN METER ADDRESS: 310 MILL STREET VAN METER, IOWA 50261 PHONE: (515) 996-2644

HEALTH DEPARTMENT

DALLAS COUNTY PUBLIC HEALTH DEPARTMENT ADDRESS: 25747 N AVENUE, ADEL, IA 50003 PHONE: (515) 993-3750

FIRE DEPARTMENT

505 GRANT ST. VAN METER, IA 50261 DIRECTOR DAGGETT: 515-202-4154 STATION PHONE NUMBER -515-993-4567

FRANCHISE UTILITIES

- CONTRACT FOR STREET LIGHTING SHALL BE EXECUTED WITH FINAL PLAT.
- 2. CONTRACT FOR ELECTRIC DISTRIBUTION SYSTEM SHALL BE EXECUTED WITH FINAL PLAT.
- 3. NATURAL GAS, TELEPHONE, CABLE OR OTHER UTILITIES SHALL BE INSTALLED AFTER COMPLETION OF PLAT IMPROVEMENTS.

QUANTITIES

	8-INCH SANITARY SEWER SW-301 MANHOLE
STORM SE	
67 L.F.	15-INCH RCP CLASS III 18-INCH RCP CLASS III
I EA.	SW-401 MANHOLE SW-501 INTAKE W/ SW-603 'R' GRATE SW-503 INTAKE W/ SW-602 'E' CASTING
EA. 36 EA.	≰ SW-603 'R' GRATE SW-512 INTAKE W/ SW-604 TYPE '3' GRATE SERVICES
WATER MA	NN .
	8-INCH WATER MAIN 8-INCH VALVE
I EA.	8"×8"×8" TAPPING TEE 8"×8"×8" TEE
4 EA. 36 EA.	HYDRANT, TEE & 6-INCH VALVE SERVICES

PAVING

3,430 S.Y. 3,933 S.Y. 345 S.Y.

7-INCH NON-REINFORCED P.C.C.. 12" SUBGRADE PREP. 5-INCH NON REINFORCED CONCRETE FLUME (517 L.F.)



VICINITY MAP |" = |000'

PROPOSED

	SECTION
	LOT LINE
	CENTERLI
	EASEMEN
	FLARED I
	DRAIN BA
(ST)	DRAIN BA
M	WATER V
¥	FIRE HYD
•	BLOW-OF
	SCOUR ST
	TURF REIN
ST ST	STORM SI
—	SUBDRAIN
<u> </u>	WATER SE
—	WATER SE
926	PROPOSE
/X-t	SILT FENC
(1234)	ADDRESS
	RIPRAP



GENERAL LEGEND ------ PLAT BOUNDARY I LINE INE NT LINE

END SECTION ASIN OR SEDIMENT RISER ASIN WITH SOLID GRATE

/ALVE ORANT ASSEMBLY FF HYDRANT

DTOP MAT INFORCEMENT MAT SEWER WITH SIZE

SEWER WITH SIZE

BERVICE ED CONTOUR

КE

G	GAS METER
\bigcirc	TELEPHONE RISER
q	SIGN
- CATV -	UNDERGROUND TELEVISIC
- UGE -	UNDERGROUND ELECTRIC
— -6- —	UNDERGROUND GAS
- UGFO -	UNDERGROUND FIBER OP
- UGT -	UNDERGROUND TELEPHON
	OVERHEAD ELECTRIC
- SAN ⁸ -	SANITARY SEWER WITH SI
ST- ^{12"} -	STORM SEWER WITH SIZE
<u> </u>	WATER MAIN WITH SIZE
926	EXISTING CONTOUR
\cdots	TREELINE
B.S.L.	BUILDING SETBACK LINE

P.U.E. M.O.E.

0

 \bowtie

EXISTING

_____ LOT LINE SANITARY/STORM MANHOLE WATER VALVE FIRE HYDRANT STORM SEWER SINGLE INTAKE STORM SEWER DOUBLE INTAKE STORM SEWER ROUND INTAKE

> FLARED END SECTION DECIDUOUS TREE CONIFEROUS TREE

SHRUB

POWER POLE

STREET LIGHT GUY ANCHOR ELECTRIC TRANSFORMER GAS METER EPHONE RISER ERGROUND TELEVISION ERGROUND ELECTRIC ERGROUND GAS ERGROUND FIBER OPTIC ERGROUND TELEPHONE ERHEAD ELECTRIC IITARY SEWER WITH SIZE RM SEWER WITH SIZE TER MAIN WITH SIZE STING CONTOUR

PUBLIC UTILITY EASEMENT

MINIMUM OPENING ELEVATION

Sheet List Table			
Sheet Number	Sheet Title		
01	SITE PLAN COVER SHEET		
02	SITE PLAN NOTES & INFORMATION		
03	SITE PLAN DETAIL SHEET		
04	GEOMETRIC SHEET		
05	DIMENSION PLAN		
06	SANITARY SEWER PLAN		
ГО	STORM SEWER PLAN		
08	WATER MAIN PLAN		
09	PAVING PLAN		
10	PAVING DETAIL		
11	PAVING DETAIL		
12	GRADING PLAN		

	SUBMITTAL TABLE
SUBMITTAL DATE	SUBMITTAL NOTES
AUGUST 10, 2021	INITIAL SUBMITTAL
AUGUST 20, 2021	
SEPTEMBER 8, 2021	

PROPERTY OWNER / DEVELOPER / APPLICANT: VAN METER LAND COMPANY, LLC 9400 PLUM DRIVE, SUITE 100 URBANDALE, IOWA 50322

CONTACT: DUSTIN JONES PH. 515-225-6677

EMAIL: DJONES@ACGIOWA.COM

PROJECT MANAGER: PAUL CLAUSEN, PE, CIVIL ENGINEERING CONSULTANTS 2400 86TH STREET, #12 DES MOINES, IOWA 50322 PH. 515-276-4884 EXT. #217 EMAIL: CLAUSEN@CECLAC.COM

PROFESSIONAL LAND SURVEYOR:

CIVIL ENGINEERING CONSULTANTS, INC. PH: JEFFERY A. GADDIS, PLS 2400 86TH STREET, SUITE 12 URBANDALE, IA 50322 PH. 515-276-4884 EXT. 221 EMAIL: GADDIS@CECLAC.COM

MUNICIPALITY PLANNER: KYLE MICHEL CITY ADMINISTRATOR

CITY OF VAN METER, IOWA PHONE: (515) 996-2644 EMAIL: KMICHEL@VANMETERIA.GOV

LEGAL DESCRIPTION

LOT 83, GRAND RIDGE ESTATES PLAT I, AN OFFICIAL PLAT RECORDED IN BOOK XXXX, PAGE XXX AT THE DALLAS COUNTY RECORDER'S OFFICE AND CONTAINING 4.87 ACRES MORE OR LESS.

TOTAL LAND AREA:

212,060 SQ. FT 4.87 AC.

EXISTING ZONING:

GRAND ESTATES P.U.D. R-3 - MULTIPLE FAMILY

FLOOD ZONE

ZONE 'X' ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS. COMMUNITY-PANEL #19181C0107G MAP REVISED NOVEMBER 16, 2018.

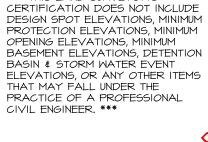
NOTES

I. IMPROVEMENTS SHALL BE CONSTRUCTED USING 2021 S.U.D.A.S. SPECIFICATIONS

CONSTRUCTION SCHEDULE

- GRADING ACTIVITIES OCTOBER, 2021 UTILITY PLACEMENT - NOVEMBER, 2021 PAVING
- PUNCH LIST ITEMS
- MAY, 2022 - JUNE, 2022

CERTIFICATIONS







I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. September 8, 2021

JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

PAUL J.D. CLAUSEN, IOWA LICENSED NO. 23772 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021 PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS

	PRFI IMINARY			
		PUBLISH DATE: September 8, 2021		
	ORAND RIDOR RUTATES TOWNOMES			
				CIVII Engineering Consultants, Inc.
) :		DATE OF SURVEY.	いうい	2400 86th Street . Unit 12 . Des Moines. Iowa 50322
2		,		
63		DESIGNED BY: PC		515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com
		DRAMN BY: AJR		

- I. ALL CONSTRUCTION (PUBLIC & PRIVATE) SHALL BE IN ACCORDANCE WITH 2021 EDITION OF S.U.D.A.S. STANDARD SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR TESTING AND INSPECTION AND NOTIFY FOLLOWING AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION: a. CITY OF VAN METER (515-996-2644).
 - b. VAN METER LAND COMPANY, LLC (515-225-6677)
 - c. CIVIL ENGINEERING CONSULTANTS, INC. (515-278-4884)
- d. IOWA ONE-CALL 2. PARKLAND DEDICATION WAS SATISFIED WITH GRAND RIDGE ESTATES PLAT I 3. CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO
- UTILITIES AND STRUCTURES SHALL BE REPAIRED BY CONTRACTOR AT CONTRACTOR'S EXPENSE TO SATISFACTION OF OWNER.
- 4. CIVIL ENGINEERING CONSULTANTS INC. IS NOT A GEOTECHNICAL ENGINEER, GEOTECHNICAL REPORT IS AVAILABLE BY CONTACTING ENGINEER. CONTRACTORS AND BIDDERS SHALL REFER TO AND FOLLOW RECOMMENDATIONS OF GEOTECHNICAL REPORT PREPARED BY ALLENDER BUTZKE (PNI61238). 5. SOME LOTS ACCEPT DRAINAGE FROM ADJACENT PROPERTY. BUILDING ON THESE LOTS MUST TAKE INTO
- ACCOUNT UPSTREAM DRAINAGE. 6. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT LOCATIONS OF UTILITY SERVICES. ALL UTILITIES INDICATED ON PLAT ARE PUBLIC UNLESS OTHERWISE NOTED.
- 8. LOCATION OF EXISTING FACILITIES AND APPURTENANCES SHOWN ON PLAN ARE BASED ON AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING TO DETERMINE EXACT FACILITIES LOCATIONS. CIVIL ENGINEERING CONSULTANTS, INC. DOES NOT GUARANTEE LOCATION OF EXISTING FACILITIES AS SHOWN, OR THAT ALL EXISTING FACILITIES ARE SHOWN. IT IS CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL PUBLIC AND PRIVATE UTILITY PROVIDERS SERVING AREA, AND IOWA ONE CALL, TO DETERMINE EXTENT AND PRECISE LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION BEGINS.
- 9. CONTRACTOR SHALL PROTECT EXISTING ON-SITE FACILITIES FROM DAMAGE RESULTING FROM CONTRACTOR'S WORK. IF DAMAGE, BREAKAGE, INTERRUPTION OF SERVICE, ETC. OF EXISTING FACILITIES DOES OCCUR CONTRACTOR SHALL IMMEDIATELY CONTACT UTILITY'S OWNER. IO. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY FARM TILE DAMAGE DURING CONSTRUCTION AND RECORDING LOCATION OF TILE. CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED
- DURING CONSTRUCTION. II. ANY CHANGES TO CONSTRUCTION DRAWINGS DURING CONSTRUCTION SHALL BE APPROVED IN WRITING BY CITY OF VAN METER PUBLIC WORKS DEPARTMENT.
- 12. CONTRACTOR IS RESPONSIBLE FOR ANY CHANGES MADE DURING CONSTRUCTION THAT HAVE NOT BEEN APPROVED IN WRITING BY CITY OF VAN METER PUBLIC WORKS DEPARTMENT. 13. CONTRACTOR SHALL NOTIFY CITY OF VAN METER PUBLIC WORKS DEPARTMENT 48-HOURS IN ADVANCE
- OF ANY WORK BEING PERFORMED ON HOLIDAY OR WEEKEND. 14. ALL CONSTRUCTION STAKING SHALL BE PERFORMED BY LICENSED ENGINEER OR LAND SURVEYOR.
- 15. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON PLANS SHALL RELIEVE CONTRACTOR FROM COMPLYING WITH ALL APPLICABLE SAFETY REGULATIONS. 16. CONTRACTOR SHALL CONDUCT CLEAN-UP, SURFACE RESTORATION, AND SURFACE REPLACEMENT
- ACTIVITIES AS CONSTRUCTION PROGRESSES. ALL DEBRIS SPILLED ON R.O.W. OR ON ADJACENT PROPERTY SHALL BE PICKED UP BY CONTRACTOR AT END OF EACH DAY. 17. IF DISCREPANCY EXISTS BETWEEN DETAILED PLANS AND QUANTITIES, PLANS SHALL GOVERN.
- 18. LOCATIONS OF ALL UTILITY SERVICES SHALL BE CLEARLY MARKED AND LOCATION INFORMATION SHALL BE GIVEN TO CITY OF VAN METER.
- 19. ALL STATIONING IS BASED ON STREET CENTERLINE MEASUREMENT AND SPECIFICATIONS.

SANITARY NOTES

- CASTING TYPES ARE FROM S.U.D.A.S. SPECS.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT LOCATIONS OF ALL SANITARY SEWER SERVICES & PROVIDING THIS INFORMATION TO ENGINEER AND CITY OF VAN METER.
- 3. CONTRACTOR SHALL CLEAN AND VIDEO TAPE SANITARY SEWER AT PROJECT COMPLETION. COPY OF VIDEO SHALL BE PROVIDED TO CITY OF VAN METER PUBLIC WORKS DEPARTMENT.
- 4. ALL MANHOLES TO HAVE 141 BARRIERS.
- 5. ALL MANHOLES AND MANHOLE CASTINGS MUST BE ROTATED AS REQUIRED TO AVOID MANHOLE CONFLICTS WITH SIDEWALKS.

STORM NOTES

- PROVIDE APRON GUARDS & CONCRETE FOOTINGS ON ALL FLARED END SECTIONS. CONTRACTOR SHALL TIE LAST THREE PIPE JOINTS AT FLARED END SECTION. 2. ALL STORM SEWER ARE TO BE CLEANED AND VIDEO TAPED UPON COMPLETION. COPY OF VIDEO SHALL
- BE PROVIDED TO CITY OF VAN METER PUBLIC WORKS DEPARTMENT. 3. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT LOCATIONS OF ALL STORM SEWER
- SERVICES & PROVIDING THIS INFORMATION TO ENGINEER. 4. SUMP SERVICE LINES WILL BE CONNECTED TO STORM SEWER, NOT SUB-DRAIN LINES.
- 5. ALL PRIVATE INFRASTRUCTURE SHALL BE OWNED AND MAINTAINED BY OWNER.

6. STORM SEWER SHALL BE OPEN JOINTED. WATER NOTES

- PIPE MATERIALS: AWWA C900 DR 18 PVC INSTALL NO. 10 THHN STANDARD COPPER TRACER WIRE TO SURFACE AT FIRE HYDRANTS. 2. CONTRACTOR SHALL PROTECT AND BACKFILL AROUND ALL UTILITIES AND STRUCTURES. BACKFILL
- SHALL BE IN 6-INCH LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY, AT 0% TO +4% OPTIMUM MOISTURE CONTENT. 3. HYDRANTS, MANHOLE COVERS AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED GRADE
- FI EVATIONS 4. SERVICES TO BE I-INCH NON-METALLIC AND SHALL BE BORED WHEN FEASIBLE, STOP BOXES TO BE
- FORD BALL VALVE TYPE CURB STOPS. 5. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT LOCATION OF ALL WATER SERVICES
- AND PROVIDING THIS INFORMATION TO ENGINEER AND CITY OF VAN METER.
- 6. HYDRANTS SHALL BE SET NOT MORE THAN 4 FEET FROM CENTER OF WATER MAIN.
- AN APPROVED SADDLE SHALL BE USED FOR ALL WATER SERVICE TAPS. 8. VALVES SHALL BE CLOW RW GATE.
- 9. CURB STOPS SHALL BE LOCATED NO FARTHER THAN 10" INSIDE R.O.W. FROM PROPERTY LINE. UNDER NO CIRCUMSTANCES SHALL THEY BE LOCATED IN SIDEWALK. IO ALL SERVICE LINES SHALL BE TESTED WITH WATER MAIN
- II. WHERE SEWERS CROSS OVER OR LESS THAN 18-INCHES BELOW WATER MAIN:
- a. STORM SEWERS: FLEXIBLE O-RING-GASKET JOINTS RATED AT 13 PSI OR GREATER SHALL BE UTILIZED UNTIL NORMAL DISTANCE FROM SEWER TO WATER MAIN IS IO' MIN. ONE FULL LENGTH OF WATER MAIN SHALL BE LOCATED SO THAT BOTH JOINTS AREA AS FAR AS
- POSSIBLE FROM SEWER. SEWER MUST BE ADEQUATELY SUPPORTED.
- LOW PERMEABLE SOIL SHALL BE USED FRO BACKFILL WITHIN 10' OF POINT OF CROSSING.
- SANITARY SEWERS SHALL BE CONSTRUCTED OF WATER MAIN MATERIAL FOR 20' CENTERED ON WATER MAIN.
- 12. ALL STORM SEWER CROSSING ABOVE WATER MAIN WILL NEED TO INSTALL O-RING JOINT PIPE FOR 20' CENTERED OVER WATER MAIN
- 13. SPECIAL CARE MUST BE USED TO AVOID AIR ENTRAPMENT AT AREA WHERE WATER MAIN DIPS.

PAVING NOTES

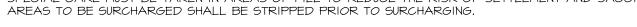
- ALL ELEVATIONS ARE PROPOSED FINISHED GRADE AT CENTERLINE UNLESS OTHERWISE NOTED. 2. ALL STREETS SHALL HAVE 6-INCH CURBS UNLESS NOTED OTHERWISE.
- 3. PROVIDE CURB DROPS FOR SIDEWALKS AT INTERSECTIONS
- 4. CONTRACTOR SHALL FOLLOW PAVEMENT RECOMMENDATIONS OF GEOTECHNICAL REPORT PREPARED BY
- ALLENDER BUTZKE (PNI61238). 5. CITY OF VAN METER SHALL BE NOTIFIED OF ALL SUBGRADE TREATMENTS PRIOR TO USE. 6. SPECIAL CARE IS REQUIRED IN AREAS OF FILL TO MINIMIZE THE AMOUNT OF SETTLEMENT AND POTENTIAL FOR CRACKING.

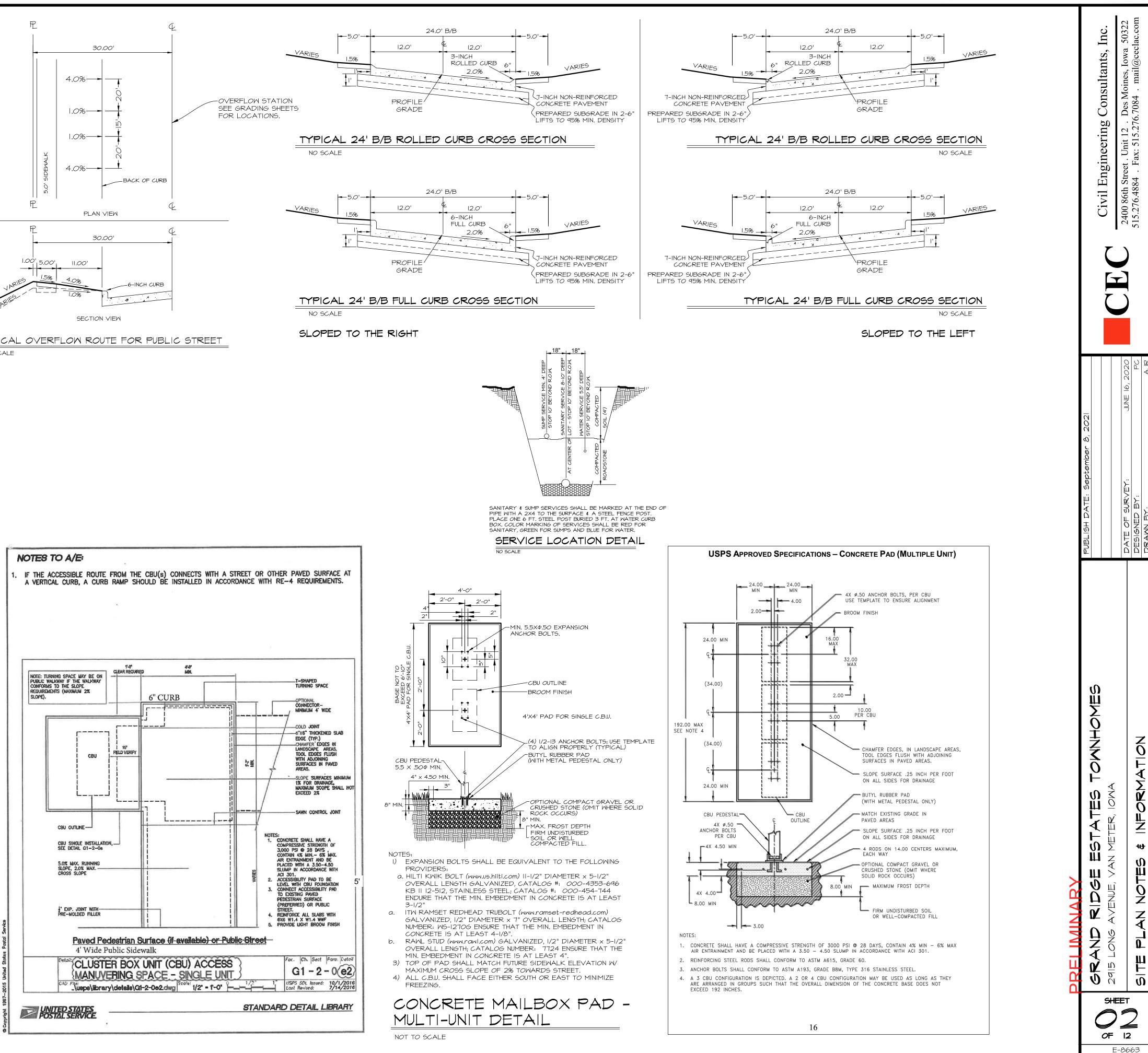
NPDES/SWPPP

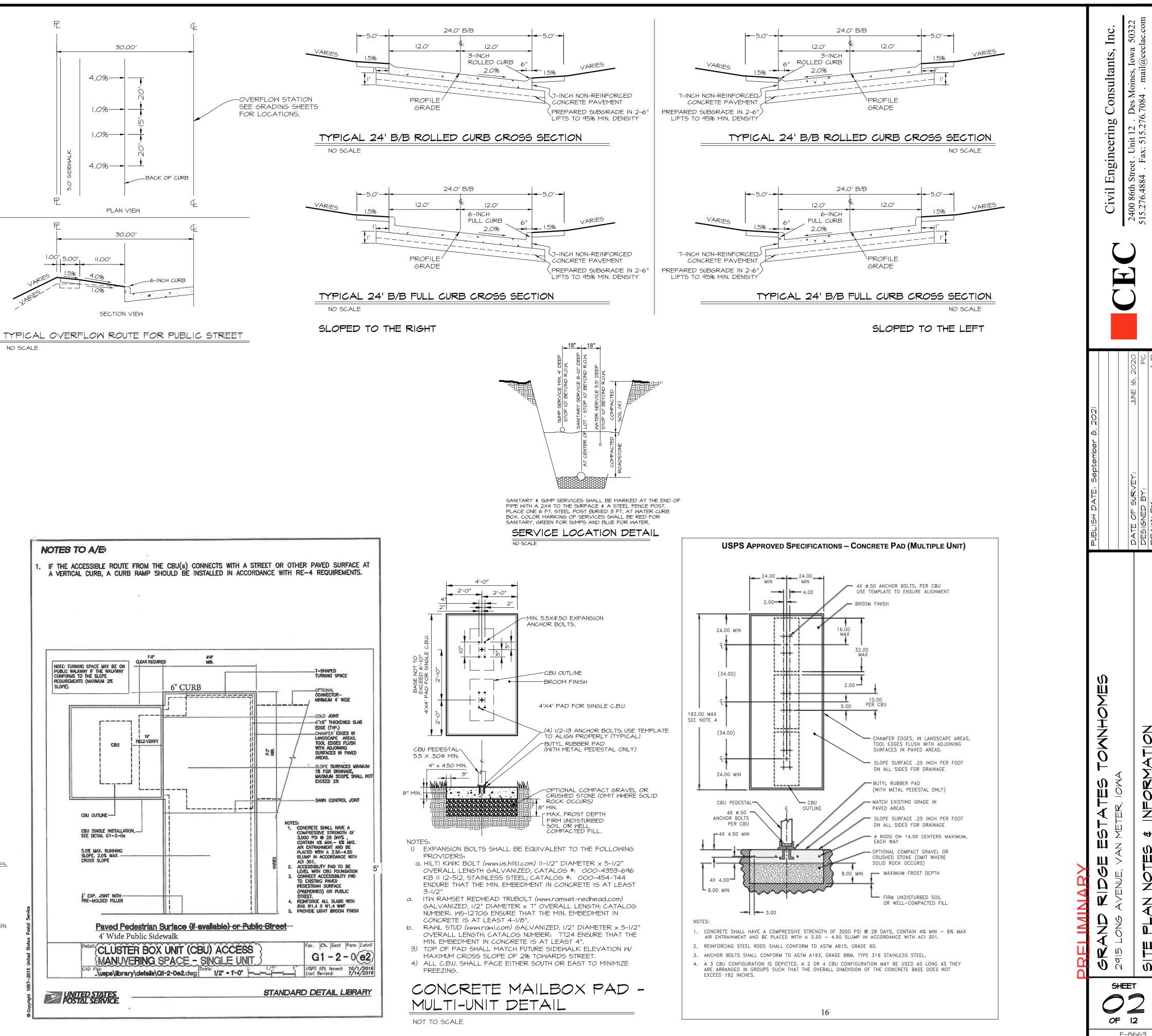
OWNER AND/OR CONTRACTOR ARE REQUIRED TO OBTAIN NPDES PERMIT AND FOLLOW REQUIREMENTS OF ASSOCIATED STORM WATER POLLUTION PREVENTION PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

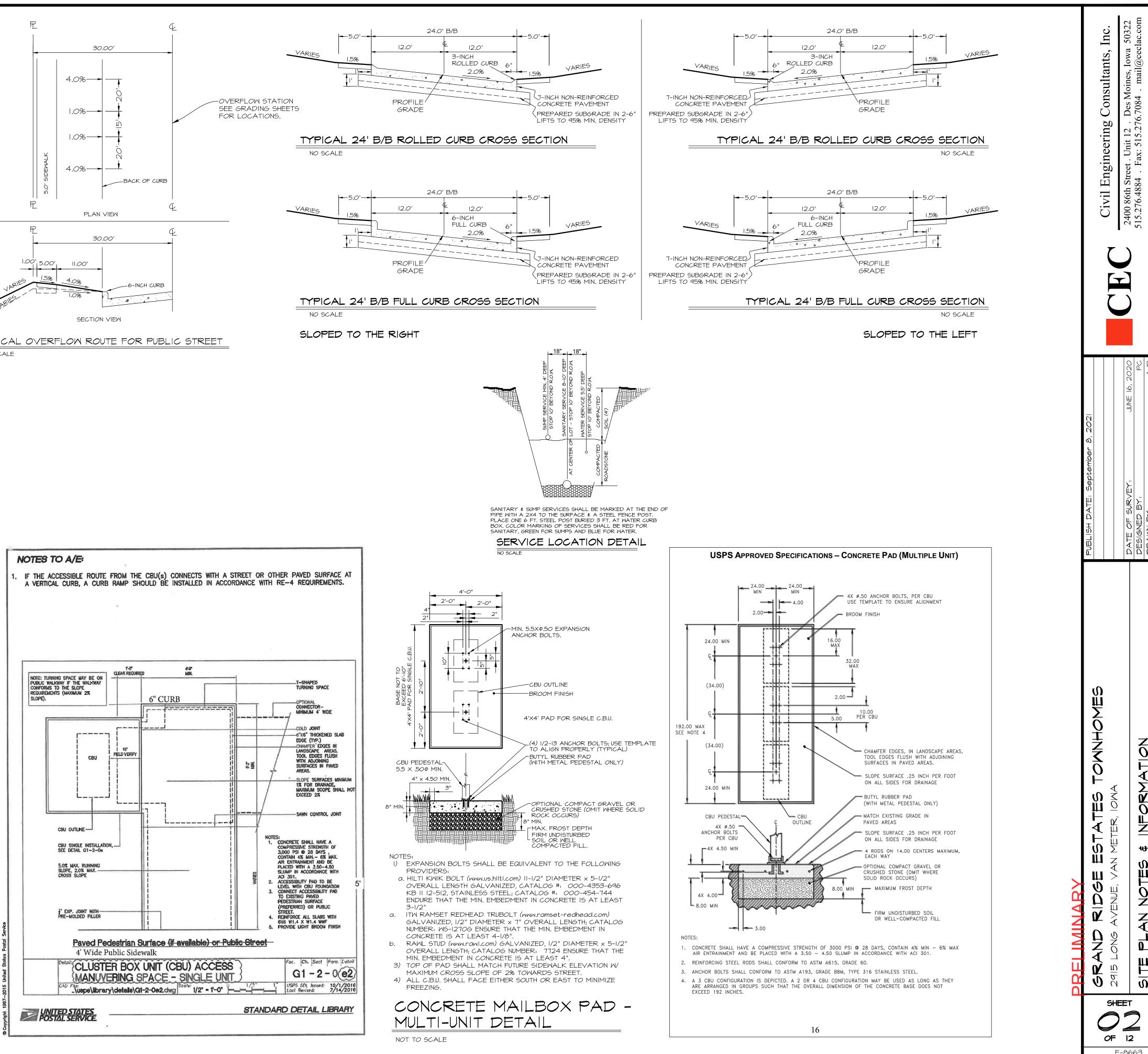
GRADING NOTES

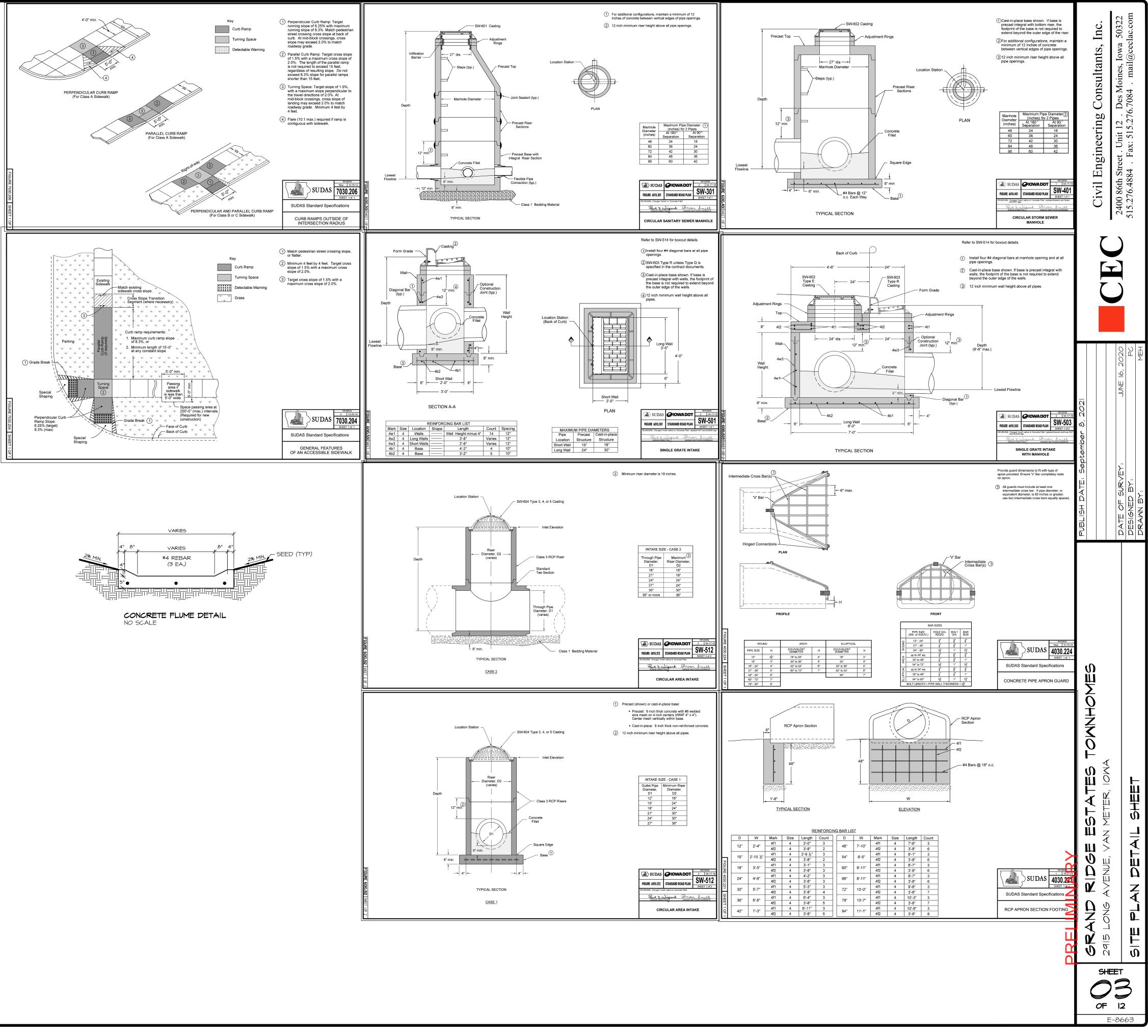
- STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO RECEIVE STRUCTURAL FILL. ALL AREAS TO RECEIVE FILL TO BE BENCHED.
- PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO DEPTH OF 6-INCHES.
- ALL SITE GRADING FILL SHALL BE COMPACTED TO DENSITY NOT LESS THAN 95% STANDARD PROCTOR.
- MOISTURE CONTENT OF FILL MATERIAL SHALL MATCH URBAN STANDARD. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN O.I' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN
- 0.2' OF PLAN GRADE.
- STRIP BLACK DIRT AND RE-SPREAD. (8" MINIMUM)
- ADDITIONAL SILT FENCING MAY BE REQUIRED AFTER CITY FIELD INSPECTION. SPECIAL CARE MUST BE TAKEN IN AREAS OF FILL TO REDUCE THE RISK OF SETTLEMENT AND SAGGING.

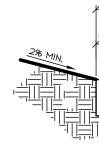


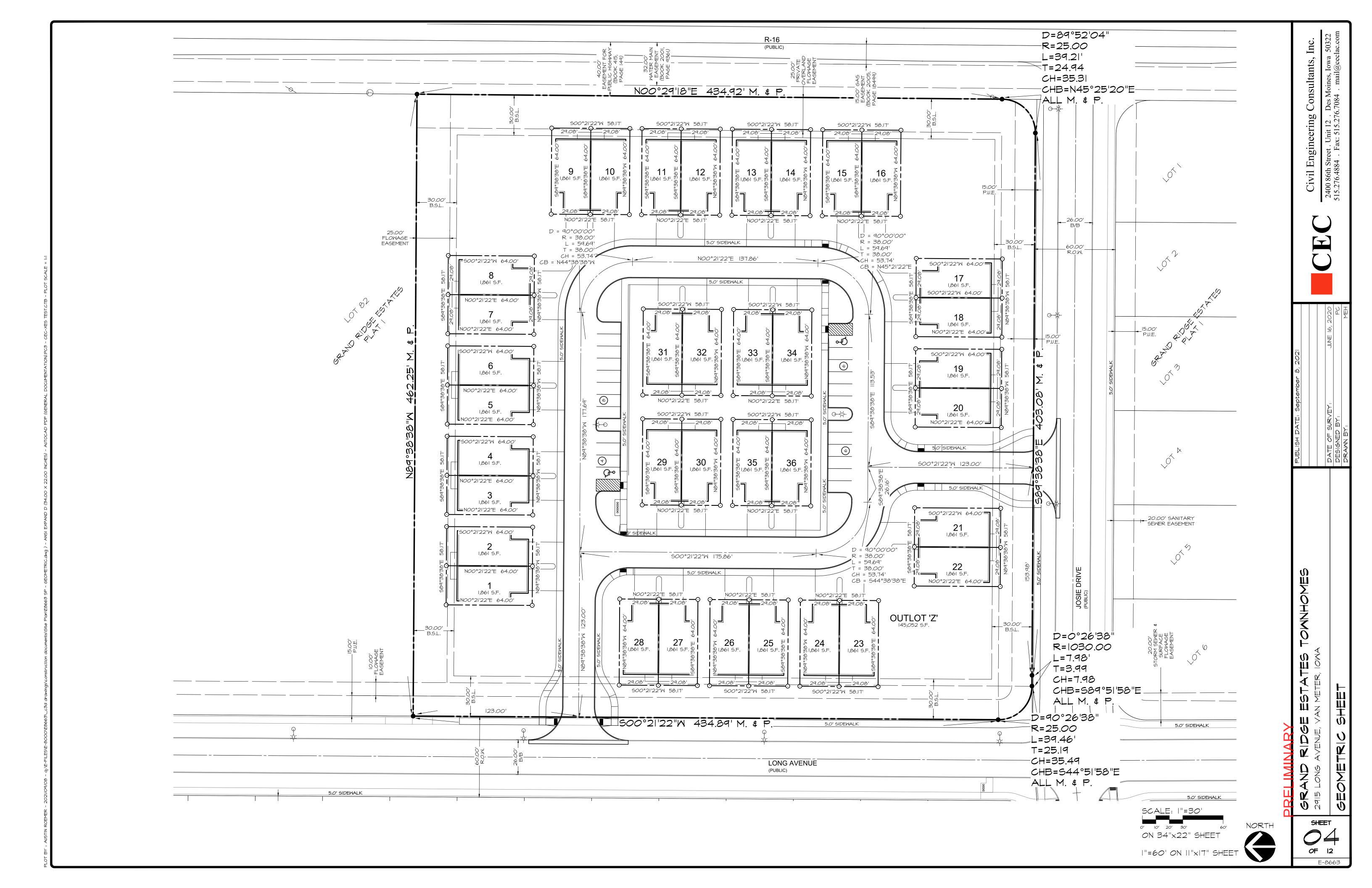


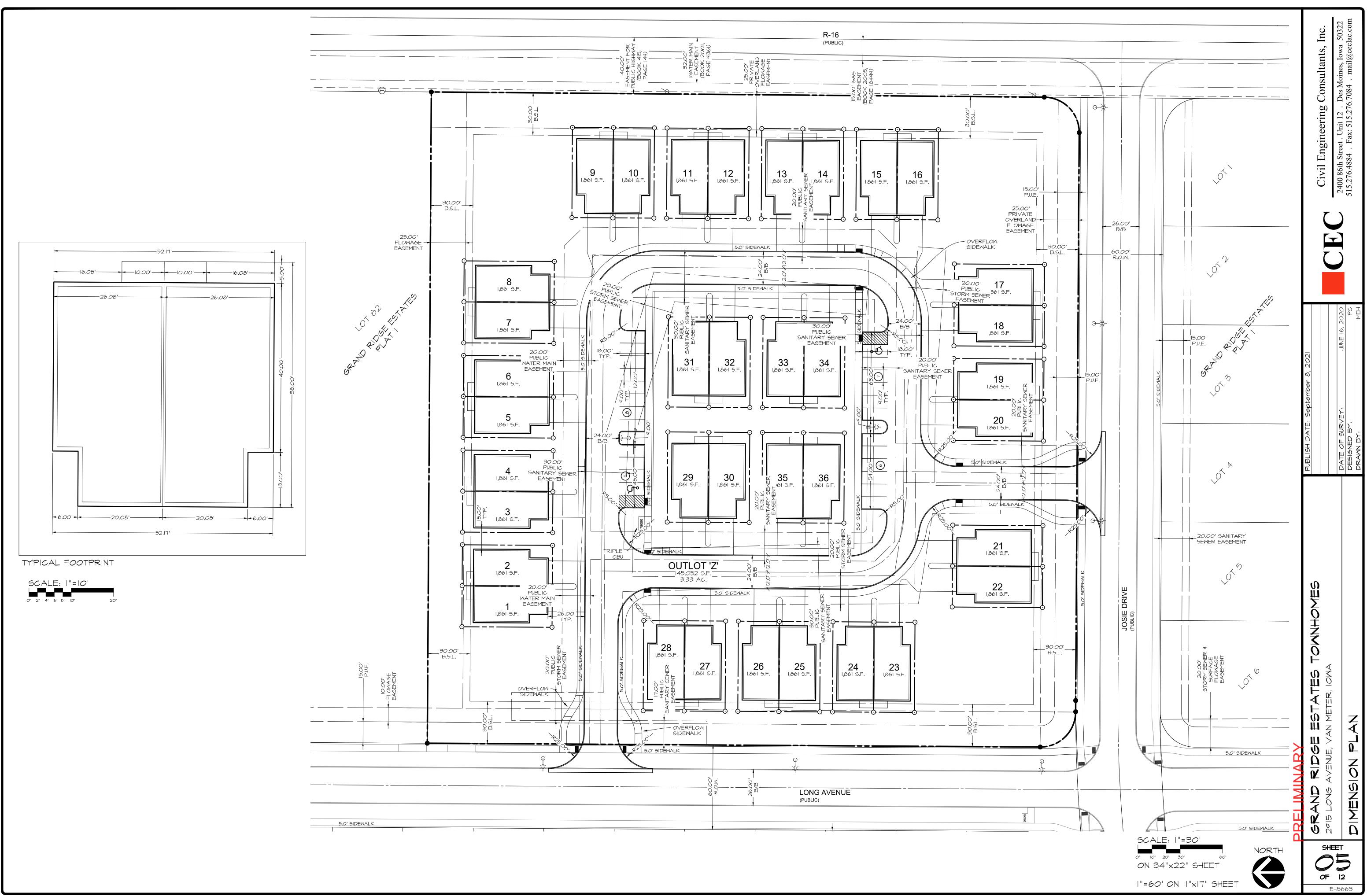


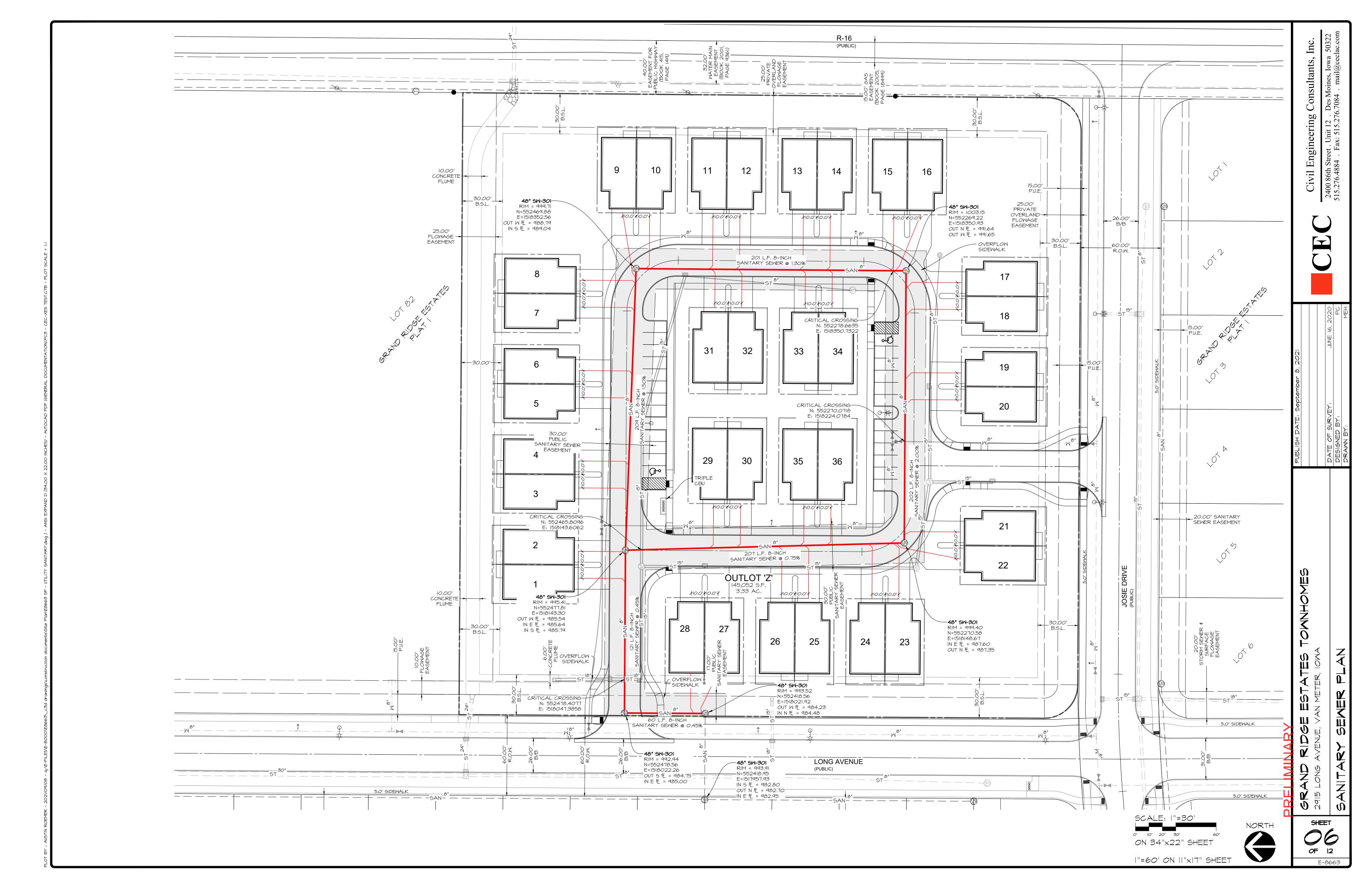


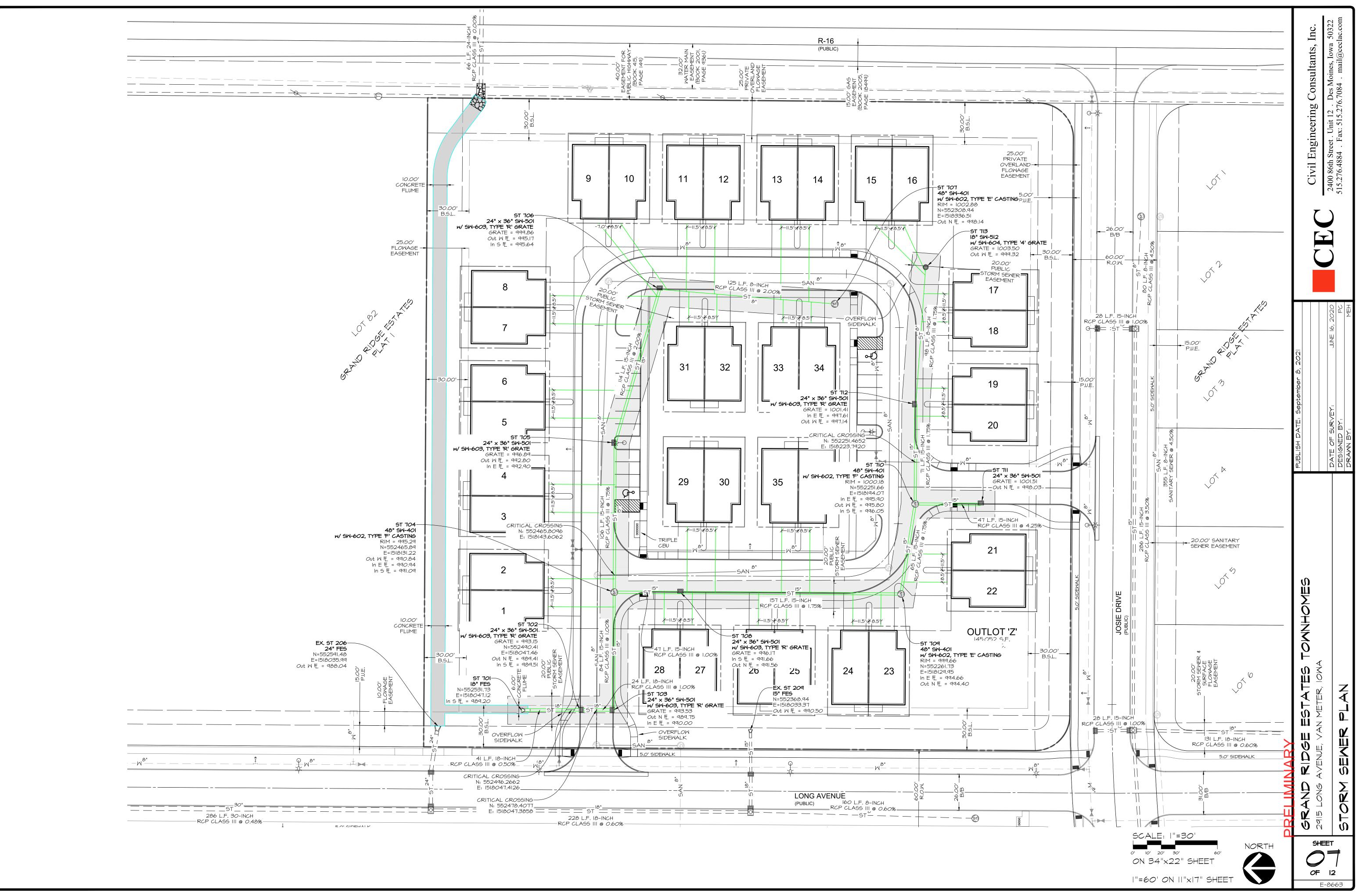


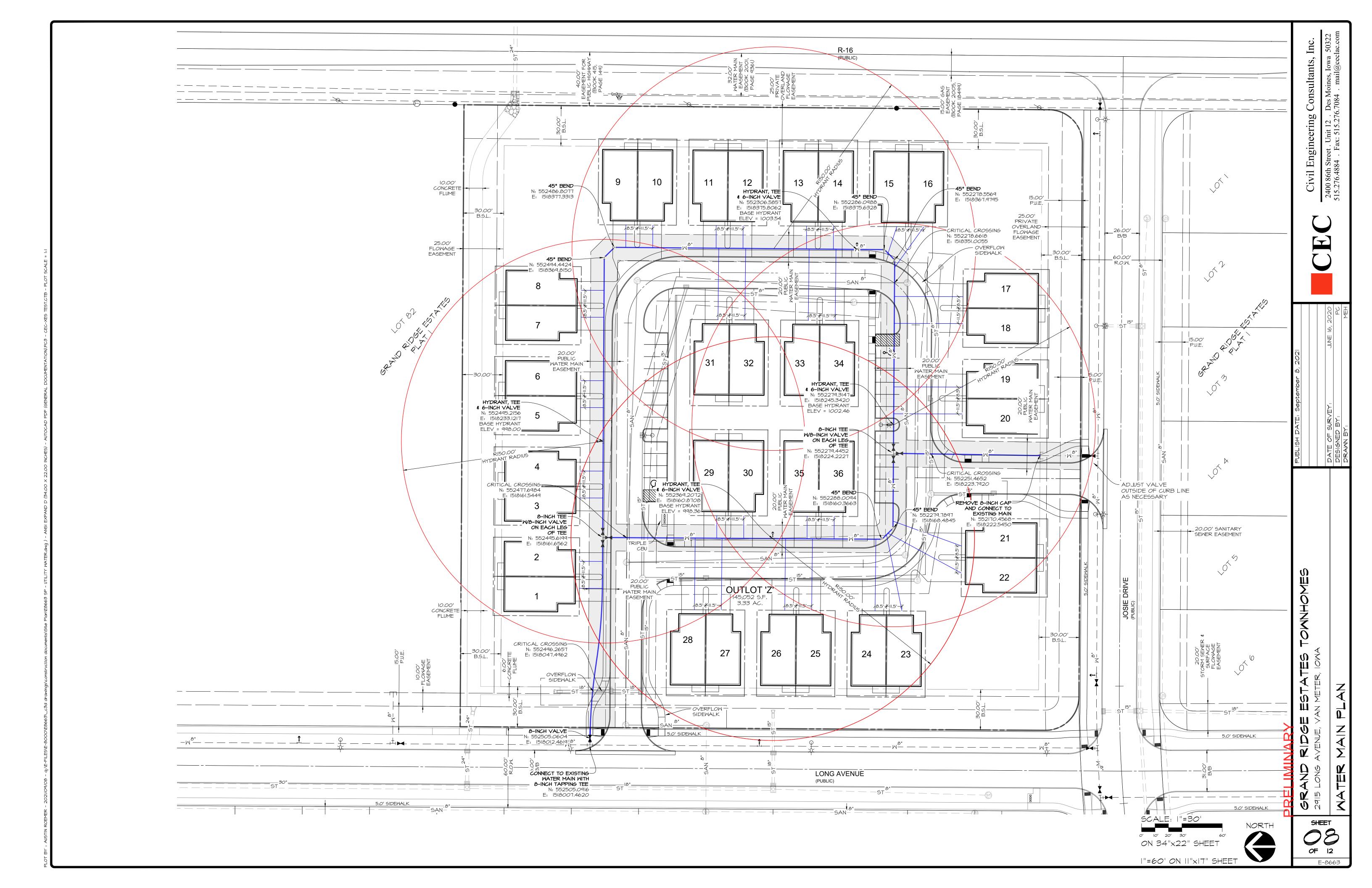


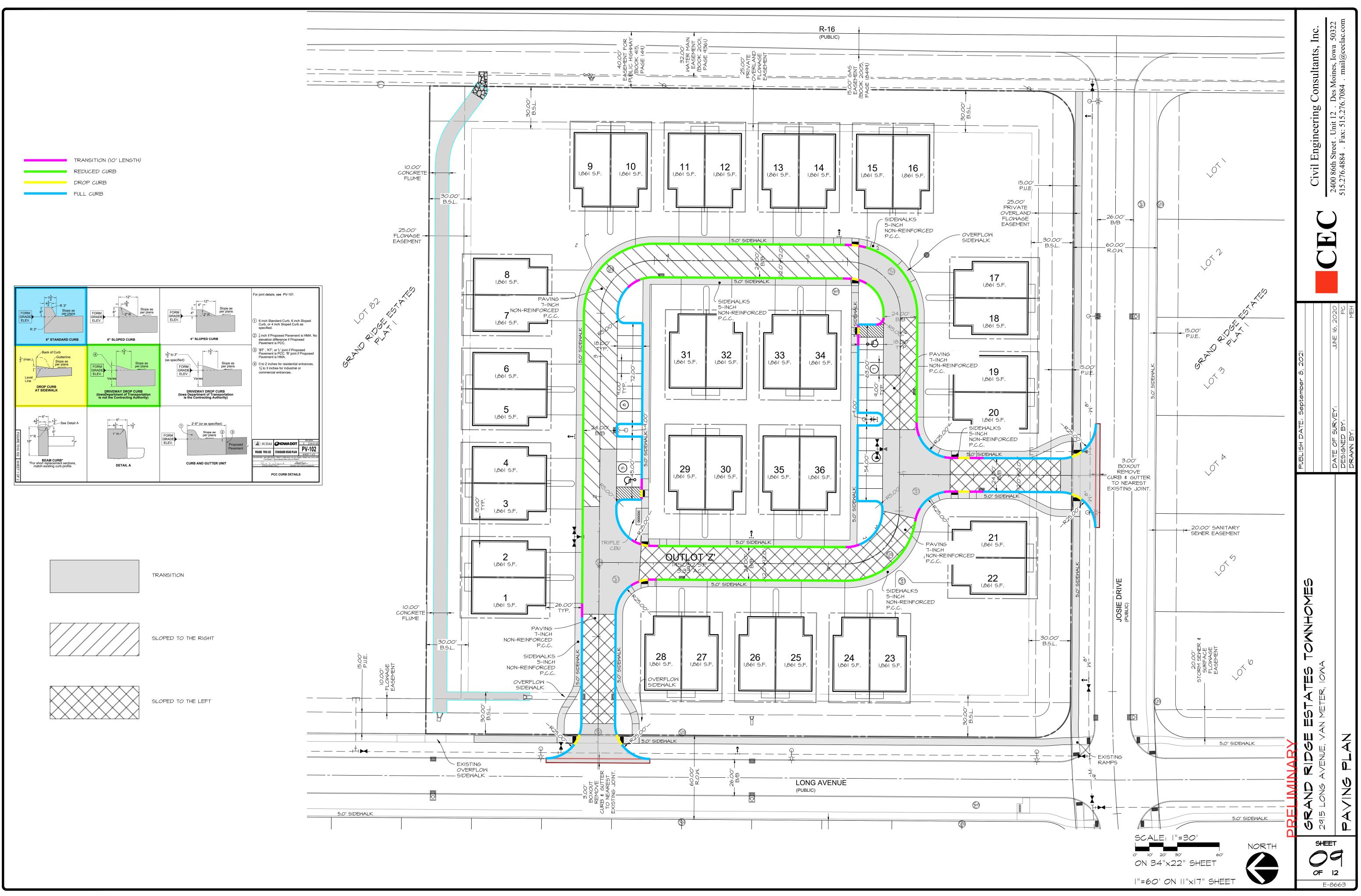


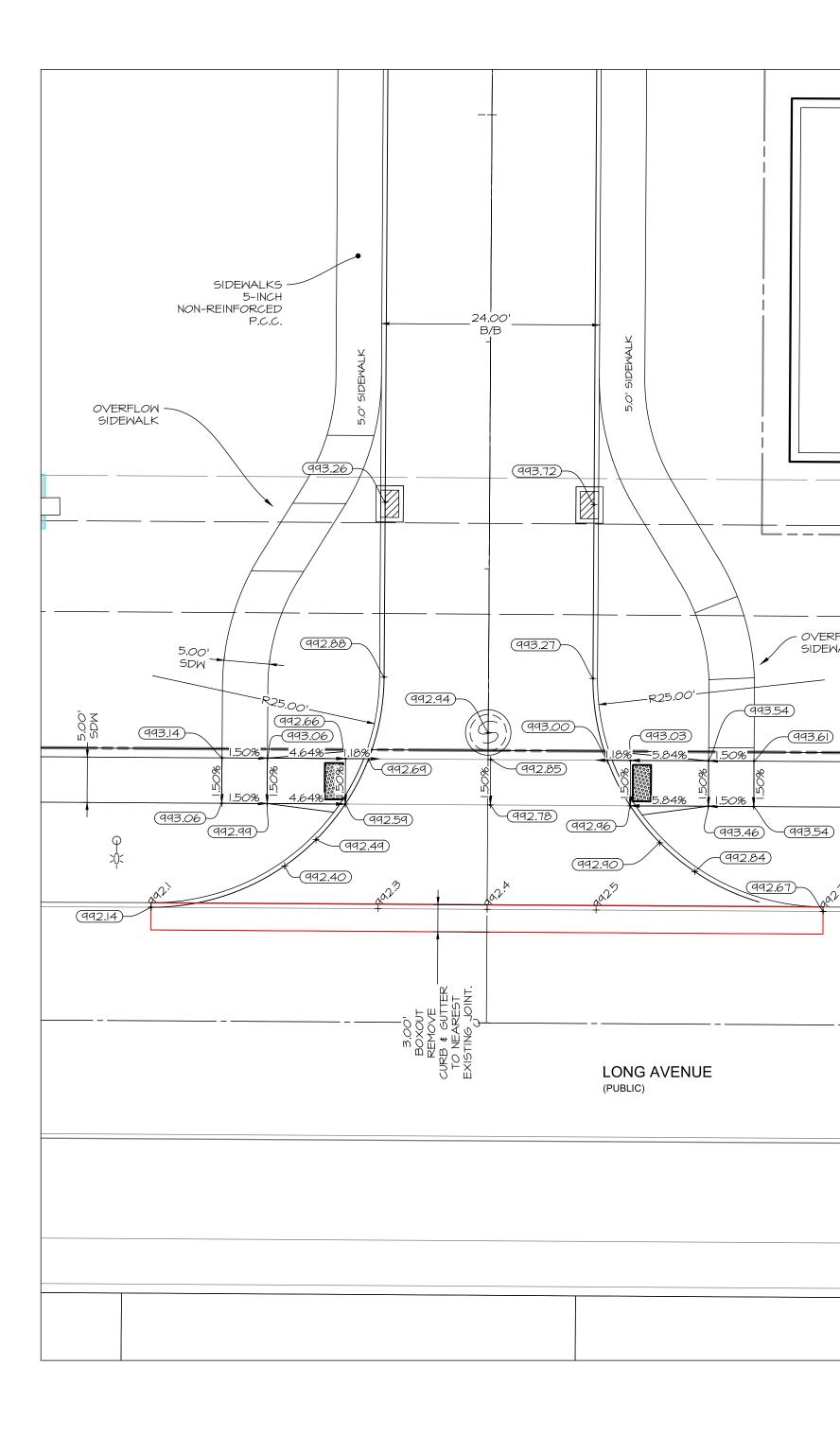




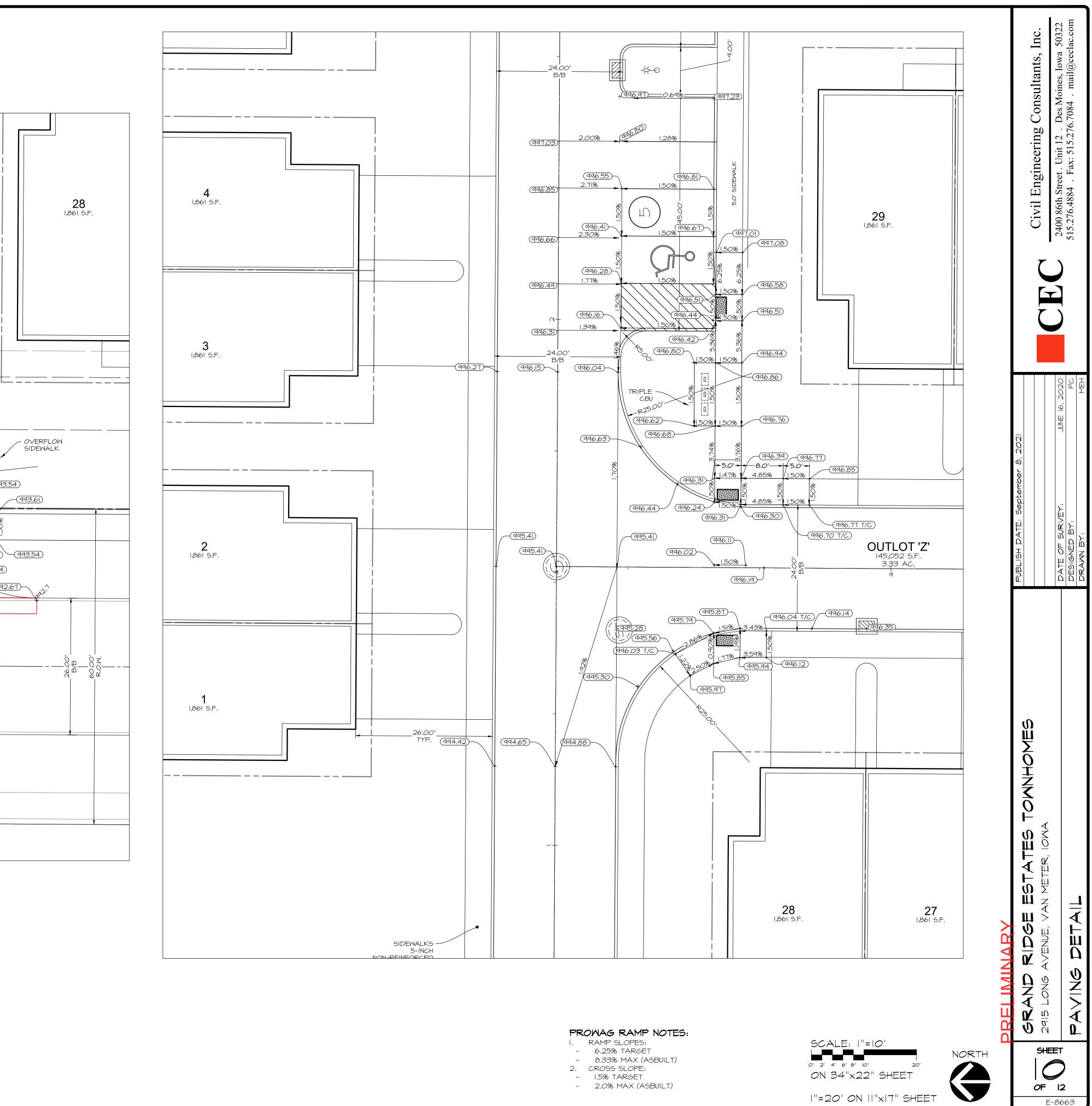


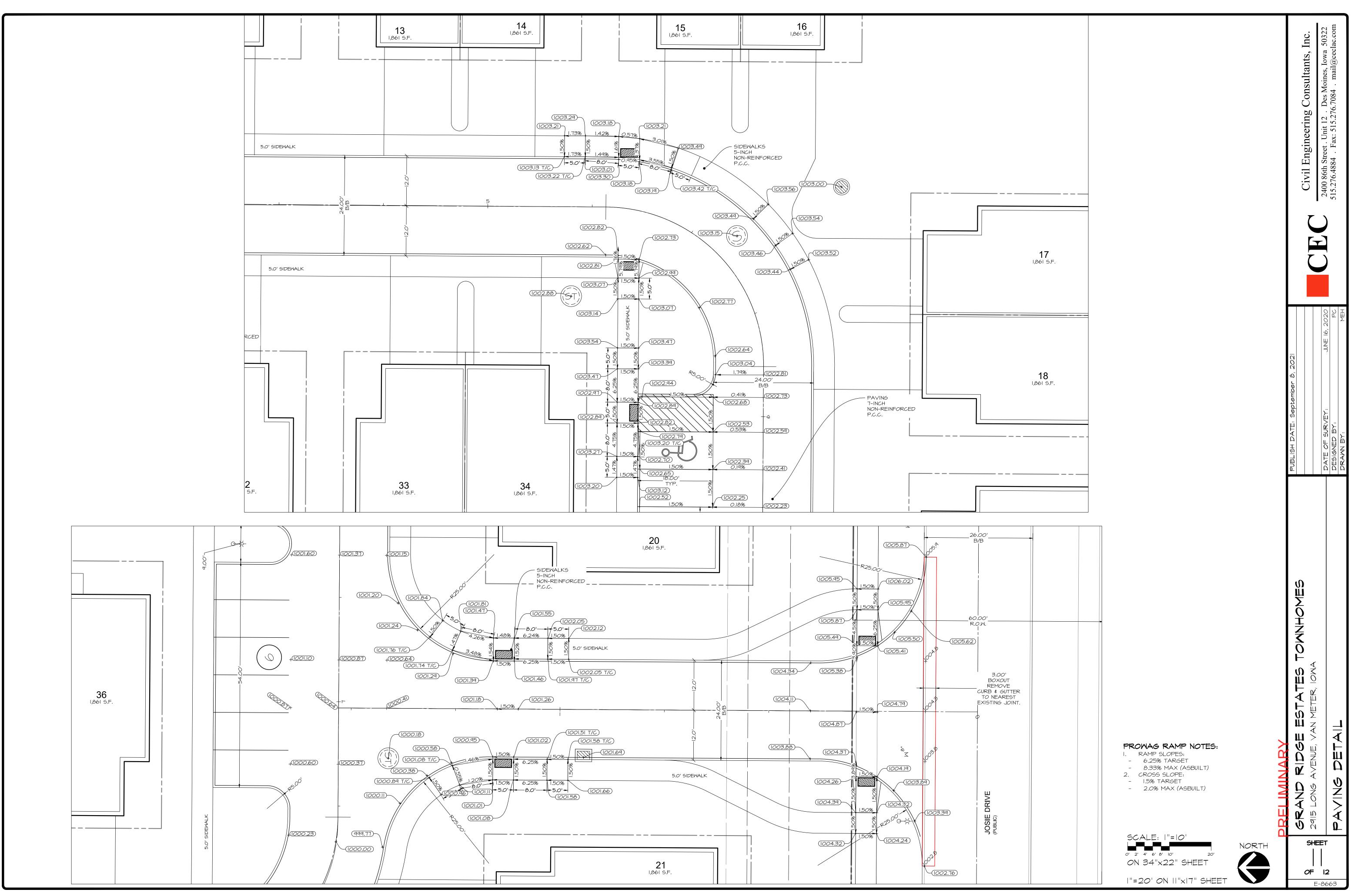


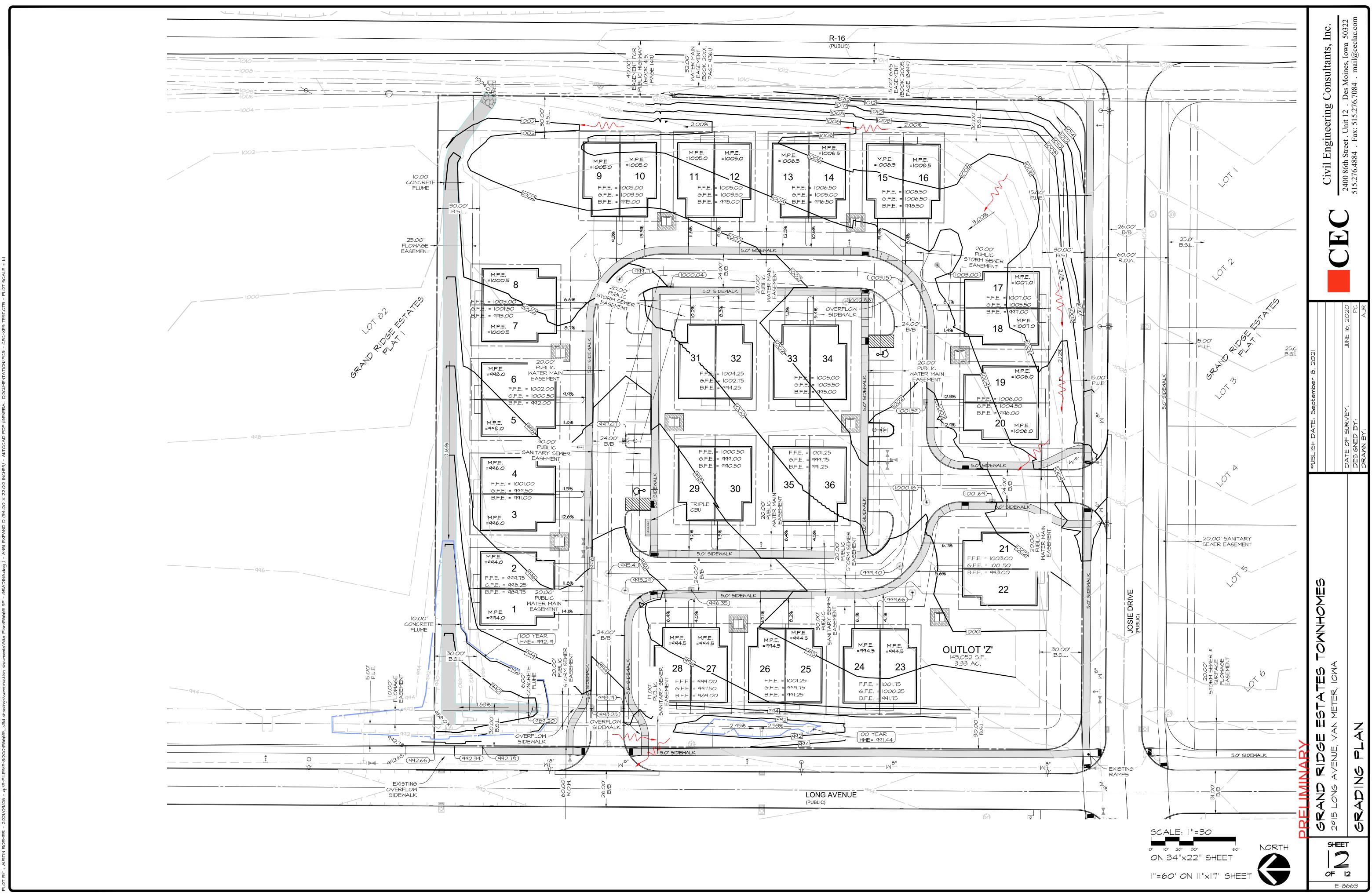












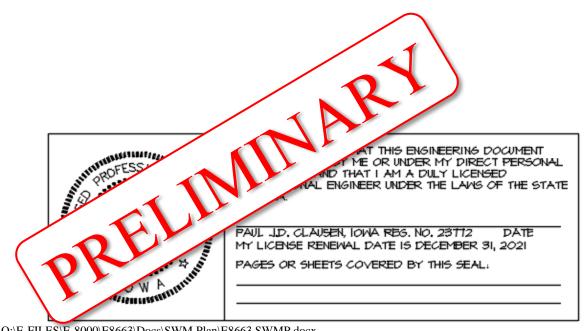
STORMWATER MANAGEMENT REPORT

Project: Grand Estates Plat 1 Lot 83 Prepared By: Paul Clausen, P.E. Austin Roemer, E.I.T.



Civil Engineering Consultants, Inc.

Date: July 30, 2021 Revised: Project No: E8663



Q:\E-FILES\E-8000\E8663\Docs\SWM Plan\E8663 SWMP.docx

Table of Contents

1. Site Characteristics	3
a. Pre-developed Conditions	_ 3
b. Post-development Conditions	
c. Contributing Off-site Drainage	
d. Stormwater Detention	_ 3
e. Floodways, Floodplains and Wetlands	_ 3
2. Stormwater Conveyance Design	4
1) Design Information References	_ 4
2) Storm Sewer	_ 5
3. Energy Dissipation Design	.11
4. Permits	.13
5. Appendix	.14
a. Drainage Maps	15
b. Web Soils Soil Report	16
d. FEMA Flood Map	21

1. Site Characteristics

a. Pre-developed Conditions

Grand Estates Plat 1 Lot 83 is a 4.87 acre site located on the east side of Grand Estates Plat 1 in Van Meter, Iowa. The entire pre-developed site drains to the existing Grand Estates Plat 1 Wet Bottom Basin. The soils predominantly consist of Sharpsburg silty clay loam with slopes between 2% to 9%. The soils are classified as Hydrologic Soils Group C. Hydrologic soils group C soils have a low infiltration rate when thoroughly wet with a slow rate of water transmission. The USDA Hydrologic Soils Report may be found in the Appendix.

b. Post-development Conditions

The Grand Estates Plat 1 Lot 83 project will consist of the development of 36 townhouse lots. The proposed conditions are assumed to have soils classified as Hydrologic Soils Group C. Stormwater from the proposed development will be conveyed to the existing Grand Estates Plat 1 Wet Bottom Basin. Stormwater detention will also be provided by the Grand Estates Plat 1 Wet Bottom Basin.

c. Contributing Off-site Drainage

There is 6.65 acres of agricultural land which drains to the proposed site. This area will be routed through the North Swale to the existing Grand Estates Plat 1 Wet Bottom Basin and be treated as pass-thru.

d. Stormwater Detention

There will be no stormwater treatment on site. Stormwater detention is provided by the Grand Estates Plat 1 Wet Bottom Basin. The Grand Estates Plat 1 Wet Bottom Basin was sized to detain for the entire 4.87 acre of Grand Estates Plat 1 Lot 83 developed as a multi-family residential site, in addition to the entire 6.64 acre Offsite East area.

e. Floodways, Floodplains and Wetlands

See Appendix for the Wetlands map and FIRM Panel Number 19049C0340F, effective date December 7, 2018.

2. Stormwater Conveyance Design

1) Design Information References

- i. The Rational Method was used to determine design flows. Manning's Equation was used to determine pipe capacities.
- ii. Intakes were located to provide bypass flows below the maximum 50% bypass flow for the 5-year event. (See Figure 5.1 Storm Sewer Intake Calculations)
- iii. Low point intakes were designed to intercept the 100-year storm event. Pipes downstream from low point intakes were designed to convey 100-year flows.
- iv. Cleansing velocities within storm sewer pipes were calculated using ½ full pipes.

2) Storm Sewer

a. Intake Calculations

Storm Sewer Calcul					ot 83																							
* LP or CG= intake is	at a low	point or	continuo	us grade					LP=0		FES=3																	
						n =	0.016	Broom Fir	nish Conc	rete (typ	oical for m	ost stree																
													IN	TAKE	CHART													
Α	В	D	E	F	G	Н	1	J	K	L	М	Ν	0	0	Р	W	Х	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
DRAINAGE AREA	Area	15	l10	I100	c5	c10	c100	Q5	Q10	Q100	q5 +	q10 +	q100 +	*	INT.	Q _{i5}	Q _{i10}	Q i100	d5	d10	d100	Qb5	Qb10	Qb100	%Capture	%Capture	%Capture	Bypasses
IDENTIFIER		(in/hr)	(in/hr)	(in/hr)				(cfs)	(cfs)	(cfs)	-	bypass	bypass	CG	Туре	(cfs)	(cfs)	(cfs)	ft	ft	(ft)	(cfs)	(cfs)	(cfs)	5Yr	10Yr	100Yr	То
	(ac)	(,,	(((0.0)	(0.0)	(0.0)		~,		LP	SW-	(0.0)	(0.0)	(0.0)			(,	(0.0)	(0.0)	(0.0)	•			Intake
	(ac)														011-													Intake
EAST SWALE	0.22	4.10	4.82	7 4 4	0.55	0.60	0.70	0.52	0.67	1.20	0.52	0.67	1.20	3	FES	0.52	0.67	1.20	NA	NA	NΙΔ	0.00	0.00	0.00	100%	100%	100%	NA
EAST SWALE	0.23	4.12	4.82	7.44	0.55	0.60	0.70	0.52	0.67	1.20	0.52	0.67	1.20	3	FEO	0.52	0.07	1.20	INA	INA	NA	0.00	0.00	0.00	100%	100%	100%	INA
SOUTH SWALE	0.11	4.4.0	4.82	7.44	0.55	0.00	0.70	0.25	0.32	0.57	0.25	0.32	0.57	3	FES	0.25	0.32	0.57	NA	NA	NA	0.00	0.00	0.00	100%	100%	100%	NA
SOUTH SWALE	0.11	4.12	4.82	7.44	0.55	0.60	0.70	0.25	0.32	0.57	0.25	0.32	0.57	3	FEO	0.25	0.32	0.57	NA	INA	INA	0.00	0.00	0.00	100%	100%	100%	NA
07.740					0.55		0.70	0.00	0.07	4.50	0.00	0.07	4.50	-		0.00	0.07	4.50	0.45	0.40	0.07	0.00	0.00	0.00	4000/	4000/	1000(
ST 713	0.30	4.12	4.82	7.44	0.55	0.60	0.70	0.68	0.87	1.56	0.68	0.87	1.56	0	TYPE 4A 18	0.68	0.87	1.56	0.15	0.18	0.27	0.00	0.00	0.00	100%	100%	100%	LP
ST 712	0.25	4.4.0	4.82	7.44	0.55	0.60	0.70	0.57	0.72	1.30	0.57	0.72	1.30	4	501	0.49	0.60	0.92	0.10	0.11	0.13	0.09	0.40	0.38	86%	84%	71%	ST 708
51712	0.25	4.12	4.82	7.44	0.55	0.60	0.70	0.57	0.72	1.30	0.57	0.72	1.30	1	501	0.49	0.60	0.92	0.10	0.11	0.13	0.08	0.12	0.30	00%	04%	/1%	51706
ST 711	0.15	4.12	4.82	7.44	0.55	0.60	0.70	0.34	0.43	0.78	0.34	0.43	0.78	1	501	0.31	0.39	0.58	0.08	0.00	0.12	0.02	0.05	0.20	92%	89%	74%	ST 708
31711	0.15	4.12	4.02	7.44	0.55	0.00	0.70	0.34	0.43	0.76	0.34	0.43	0.78		501	0.31	0.39	0.50	0.00	0.09	0.12	0.03	0.05	0.20	9270	0976	7470	51700
ST 708	0.64	4.12	4.82	7.44	0.55	0.60	0.70	1.45	1.85	3.33	1.55	2.02	3.92	1	501	1.22	1.58	2.77	0.13	0.13	0.13	0.33	0.43	1.15	78%	78%	71%	ST 702
51700	0.04	4.12	4.02	/.44	0.55	0.00	0.70	1.45	1.05	5.55	1.55	2.02	5.92		301	1.22	1.50	2.11	0.15	0.15	0.15	0.55	0.43	1.15	1070	1070	/ 1 /0	51702
ST 707	0.00	4.12	4.82	7.44	0.55	0.60	0.70	0.00	0.00	0.00	0.06	0.06	0.06	1	501	0.06	0.06	0.05	0.04	0.04	0.04	0.00	0.00	0.01	100%	100%	90%	MH
01707	0.00	7.12	4.02	1.17	0.00	0.00	0.70	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	0.01	0.01	0.01	0.00	0.00	0.01	10070	10070	0070	
ST 706	0.43	4.12	4.82	7.44	0.55	0.60	0.70	0.97	1.24	2.24	0.97	1.24	2.24	1	501	0.78	0.98	1.58	0.13	0.13	0.13	0.20	0.27	0.66	80%	78%	71%	ST 705
000	00				0.00	0.00	00	0.0.			0.0.					00	0.00		00	55	0.10	00	01	0.00				000
ST 705	0.51	4.12	4.82	7.44	0.55	0.60	0.70	1.16	1.47	2.66	1.35	1.74	3.31	1	501	1.06	1.37	2.34	0.13	0.13	0.13	0.29	0.38	0.97	78%	78%	71%	ST 702
ST 703	0.04	4.12	4.82	7.44	0.55	0.60	0.70	0.09	0.12	0.21	0.09	0.12	0.21	1	501	0.09	0.11	0.18	0.05	0.06	0.07	0.00	0.00	0.03	99%	99%	86%	OFFSITE
ST 702	0.65	4.12	4.82	7.44	0.55	0.60	0.70	1.47	1.88	3.39	2.10	2.69	5.51	1	501	1.65	2.11	3.89	0.13	0.13	0.13	0.45	0.58	1.62	78%	78%	71%	OFFSITE

b. Pipe Calculations

					(All Mini		PE CHAR		usina R(CP)						
Structure	to	Structure	Structure Cumm Cumm DESIGN MINIMUM PIPE SIZE (INCHES)			· · · · · · · · · · · · · · · · · · ·				Min 8"			PIPE DESIGN			
							24	21	18	15	12	8	PIPE SIZE (inches)	SLOPE (%)	PIPE CAPACITY (cfs)	1/2 FULL PIPE VELOCITY (FPS)
ST 713	to	ST 712	0.68	0.87	1.56	Q5pipe cfs	0.00%	0.00%	0.00%	0.01%	0.04%	0.15%	8	1.75%	2.48	6.61
ST 712	to	ST 710	1.17	1.47	2.48	Q5pipe cfs	0.00%	0.01%	0.01%	0.03%	0.11%	0.45%	15	1.75%	9.19	6.96
ST 711	to	ST 710	0.31	0.39	0.58	Q5pipe cfs	0.00%	0.00%	0.00%	0.00%	0.01%	0.03%	15	4.50%	14.74	11.17
ST 710	to	ST 709	1.48	1.86	3.06	Q5pipe cfs	0.00%	0.01%	0.02%	0.05%	0.17%	0.72%	15	2.50%	10.99	8.32
ST 709	to	ST 708	1.48	1.86	3.06	Q5pipe cfs	0.00%	0.01%	0.02%	0.05%	0.17%	0.72%	15	1.75%	9.19	6.96
ST 708	to	ST 704	2.70	3.44	5.83	Q5pipe cfs	0.01%	0.03%	0.07%	0.17%	0.57%	2.38%	15	1.00%	6.95	5.26
ST 707	to	ST 706	0.06	0.06	0.05	Q5pipe cfs	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15	2.00%	9.83	7.44
ST 706	to	ST 705	0.84	1.04	1.64	Q5pipe cfs	0.00%	0.00%	0.01%	0.02%	0.05%	0.23%	15	2.00%	9.83	7.44
ST 705	to	ST 704	1.90	2.40	3.98	Q5pipe cfs	0.01%	0.01%	0.03%	0.09%	0.28%	1.18%	15	1.75%	9.19	6.96
ST 704	to	ST 703	4.60	5.84	9.80	Q5pipe cfs	0.04%	0.08%	0.19%	0.50%	1.66%	6.91%	15	1.00%	6.95	5.26
ST 703	to	ST 702	4.69	5.96	9.98	Q5pipe cfs	0.04%	0.09%	0.20%	0.52%	1.72%	7.18%	18	1.00%	11.30	5.94
ST 702	to	ST 701	6.34	8.07	13.87	Q5pipe cfs	0.08%	0.16%	0.36%	0.96%	3.15%	13.11%	18	0.50%	7.99	4.20

c. Swale Calculations

Hydrograph Report

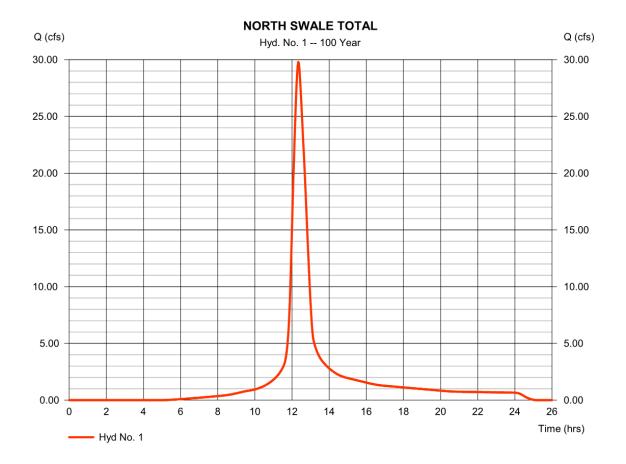
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No. 1

NORTH SWALE TOTAL

Hydrograph type	= SCS Runoff	Peak discharge	= 29.80 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.33 hrs
Time interval	= 2 min	Hyd. volume	= 160,913 cuft
Drainage area	= 8.700 ac	Curve number	= 83*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 46.10 min
Total precip.	= 7.12 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(6.650 x 81) + (1.120 x 90) + (0.930 x 91)] / 8.700



Q:\E-FILES\E-8000\E8663\Docs\SWM Plan\E8663 SWMP.docx

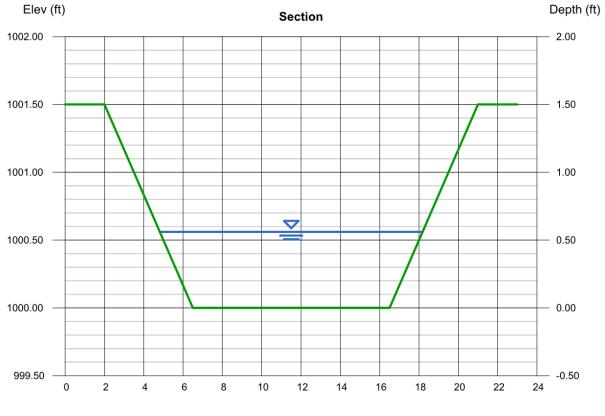
Friday, 07 / 30 / 2021

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

NORTH SWALE

Trapezoidal		Highlighted	
Bottom Width (ft)	= 10.00	Depth (ft)	= 0.56
Side Slopes (z:1)	= 3.00, 3.00	Q (cfs)	= 29.80
Total Depth (ft)	= 1.50	Area (sqft)	= 6.54
Invert Elev (ft)	= 1000.00	Velocity (ft/s)	= 4.56
Slope (%)	= 2.25	Wetted Perim (ft)	= 13.54
N-Value	= 0.030	Crit Depth, Yc (ft)	= 0.62
		Top Width (ft)	= 13.36
Calculations		EGL (ft)	= 0.88
Compute by:	Known Q		
Known Q (cfs)	= 29.80		



Reach (ft)

Q:\E-FILES\E-8000\E8663\Docs\SWM Plan\E8663 SWMP.docx

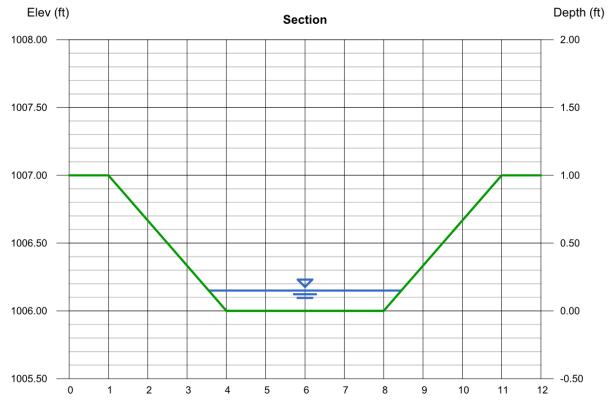
Wednesday, Jul 28 2021

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

EAST SWALE

Trapezoidal		Highlighted	
Bottom Width (ft)	= 4.00	Depth (ft)	= 0.15
Side Slopes (z:1)	= 3.00, 3.00	Q (cfs)	= 1.200
Total Depth (ft)	= 1.00	Area (sqft)	= 0.67
Invert Elev (ft)	= 1006.00	Velocity (ft/s)	= 1.80
Slope (%)	= 2.00	Wetted Perim (ft)	= 4.95
N-Value	= 0.030	Crit Depth, Yc (ft)	= 0.14
		Top Width (ft)	= 4.90
Calculations		EGL (ft)	= 0.20
Compute by:	Known Q		
Known Q (cfs)	= 1.20		



Reach (ft)

Q:\E-FILES\E-8000\E8663\Docs\SWM Plan\E8663 SWMP.docx

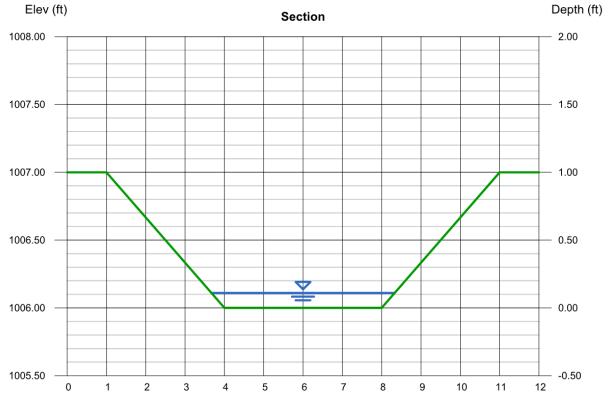
Friday, Jul 30 2021

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

SOUTH SWALE

Trapezoidal		Highlighted	
Bottom Width (ft)	= 4.00	Depth (ft)	= 0.11
Side Slopes (z:1)	= 3.00, 3.00	Q (cfs)	= 0.570
Total Depth (ft)	= 1.00	Area (sqft)	= 0.48
Invert Elev (ft)	= 1006.00	Velocity (ft/s)	= 1.20
Slope (%)	= 1.50	Wetted Perim (ft)	= 4.70
N-Value	= 0.030	Crit Depth, Yc (ft)	= 0.09
		Top Width (ft)	= 4.66
Calculations		EGL (ft)	= 0.13
Compute by:	Known Q		
Known Q (cfs)	= 0.57		



Reach (ft)

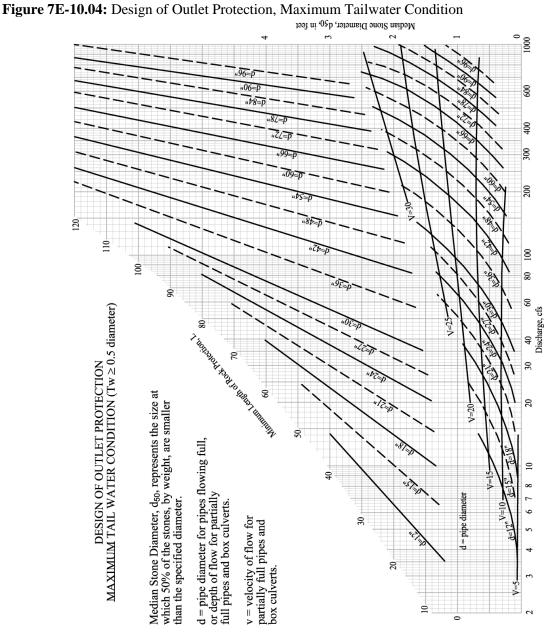
$\label{eq:estimate} Q:\E-FILES\E-8000\E8663\Docs\SWM Plan\E8663 SWMP.docx$

Friday, Jul 30 2021

3. Energy Dissipation Design

The soils predominantly consist of Sharpsburg silty clay loam with slopes between 2% to 9. The soils are classified as Hydrologic Soils Group C. Hydrologic soils group C soils have a low infiltration rate when thoroughly wet with a slow rate of water transmission. Flared end section discharging stormwater will have rip rap to dissipate the energy of the water flowing into adjacent waterways.

Existing FES from Offsite East:

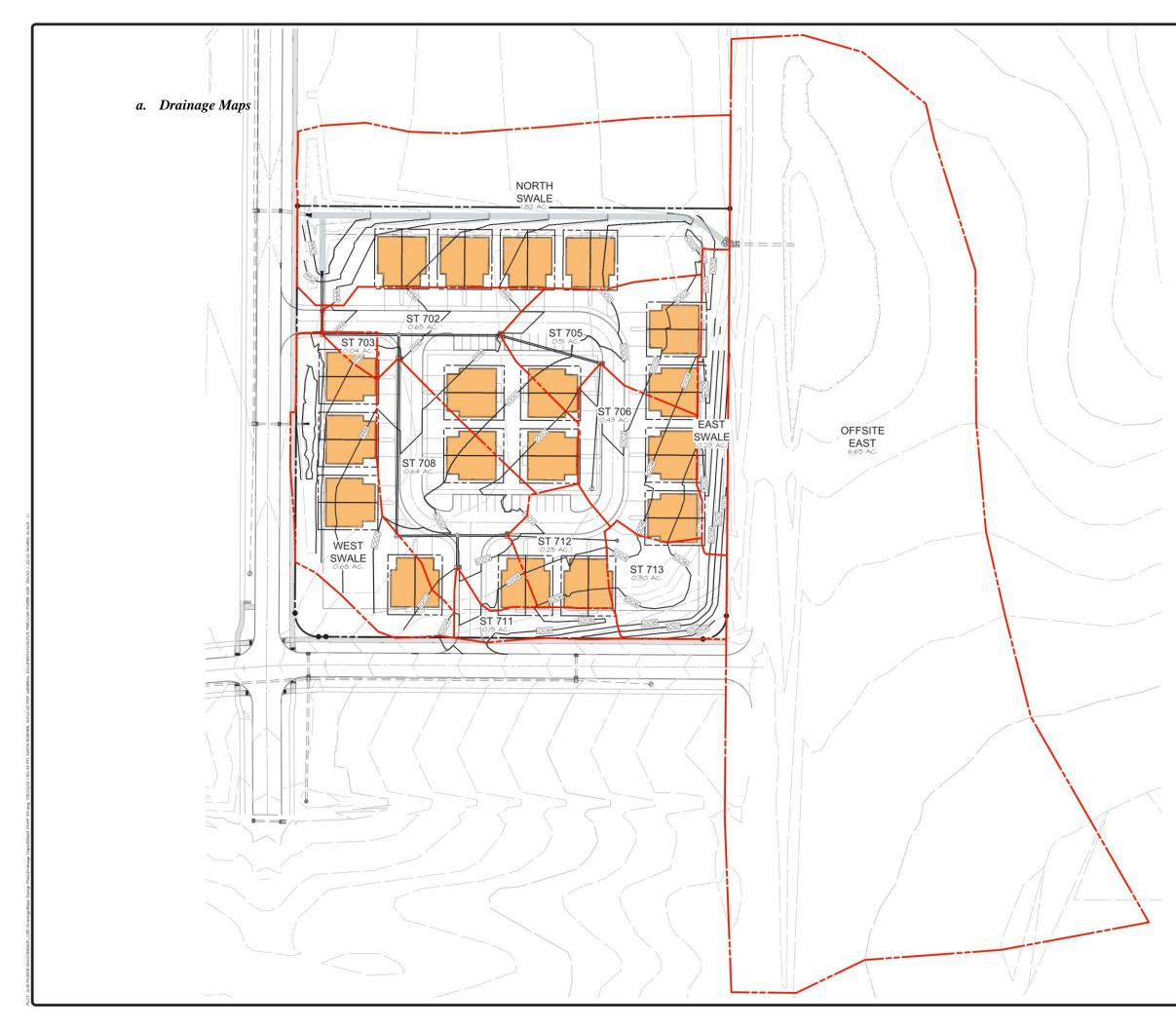


Chapter 7 - Erosion and Sediment Control Section 7E-10 - Rip Rap

8 Revised: 2013 Edition

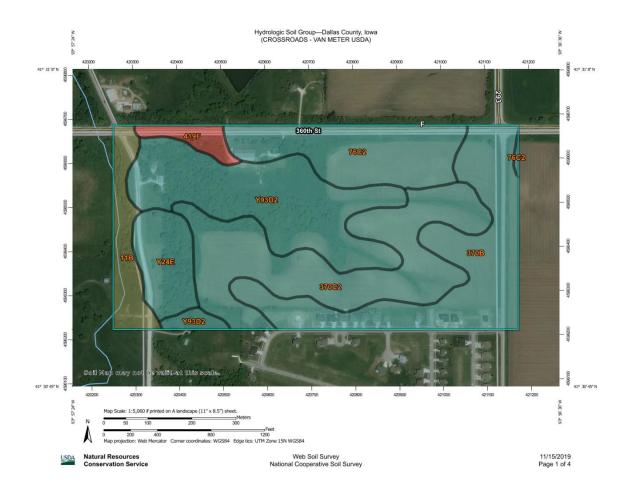
4. Permits

5. Appendix

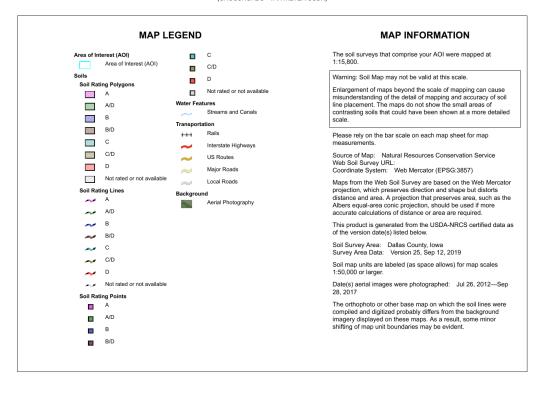


		CIVIL Engineering Consultants, Inc.	2400 86th Street . Unit 12 . Des Moines, Iowa 50322	515.276.4884 . mail@ceclac.com		
	SEPTEME RD.ATEO20 ####	##		DESIGNED BY:	DRAW#那子:	
SCALE: "=100' (11"×17") SCALE: "=50' (22"×34")	66 FAND ESTATES PLAT LOT 83	SHE OF		1		

b. Web Soils Soil Report



Hydrologic Soil Group—Dallas County, Iowa (CROSSROADS - VAN METER USDA)





Web Soil Survey National Cooperative Soil Survey 11/15/2019 Page 2 of 4

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
11B	Colo, occasionally flooded-Ely silty clay loams, dissected till plain, 2 to 5 percent slopes	C/D	6.5	6.2%
76C2	Ladoga silty clay loam, dissected till plain, 5 to 9 percent slopes, eroded	с	15.2	14.4%
370B	Sharpsburg silty clay loam, 2 to 5 percent slopes	С	23.2	21.9%
370C2	Sharpsburg silty clay loam, 5 to 9 percent slopes, eroded	С	26.6	25.1%
419F	Vanmeter silt loam, 14 to 30 percent slopes	D	2.5	2.3%
Y24E	Shelby loam, dissected till plain, 14 to 18 percent slopes	С	7.1	6.7%
Y93D2	Shelby-Adair clay loams, dissected till plain, 9 to 14 percent slopes, eroded	с	24.8	23.5%
Totals for Area of Inter	rest		105.9	100.0%



Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey 11/15/2019 Page 3 of 4

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

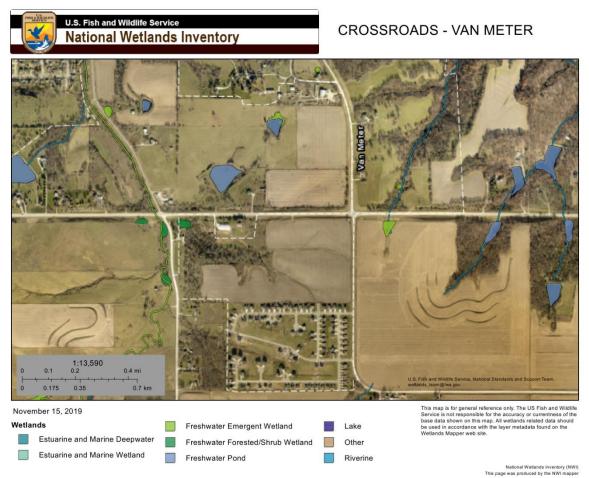
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

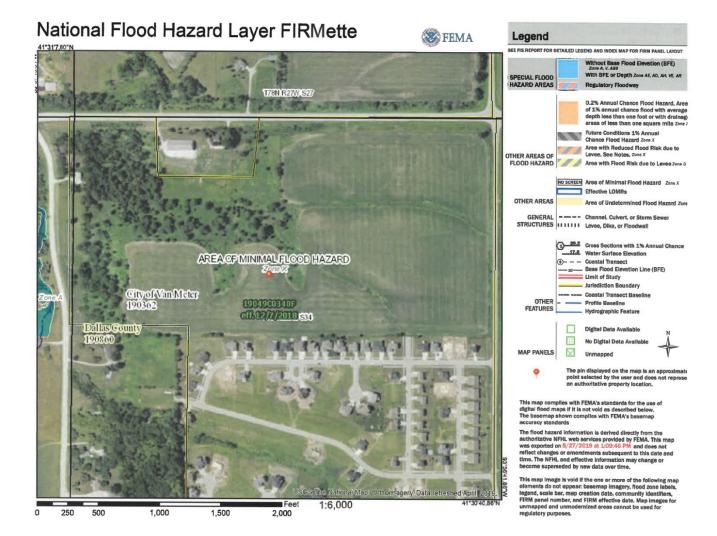
Aggregation Method: Dominant Condition Component Percent Cutoff: None Specified Tie-break Rule: Higher



Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey 11/15/2019 Page 4 of 4 c. Wetlands



d. FEMA Flood Map



ABBREVIATIONS:

TYPICAL ABBREVIATIONS

BLDG. BRG. BSMNT. CANT. CLG. C.O. CONC. CONT.	BUILDING BEARING BASEMENT CANTILEVER CEILING CASED OPENING CONCRETE CONTINUOUS	INSUL. LIN. MFR. MIN. M.O. O.C. O.H. O.H.D.	ON CENTER OVERHANG
CANT. CLG. C.O.	CANTILEVER CEILING CASED OPENING	MIN. M.O. O.C.	MINIMUM MASONRY OPENI ON CENTER
			OVERHANG OVER HEAD DOO REFRIGERATOR ROUGH OPENING SQUARE FOOT TYPICAL UNEXCAVATED UNER COUNTER
FURN. GYP. HDR. HGT.	FURNACE GYPSUM HEADER HEIGHT	W WH	WASHER WATER HEATER

WINDOW ABBREVIATIONS

ARCH.	ARCHED
AWN.	AWNING
CSMNT.	CASEMENT
ЭН	DOUBLE HUNG
PICT.	PICTURE
SH	SINGLE HUNG
SLDR	SLIDER
S.L.	SIDELIGHT
TEMP.	TEMPERED

INSULATION
LINEN
MANUFACTURER
MINIMUM
MASONRY OPENING
ON CENTER
OVERHANG
OVER HEAD DOOR
REFRIGERATOR
ROUGH OPENING
SQUARE FOOT
TYPICAL
UNEXCAVATED
UNDER COUNTER
WASHER
WATER HEATER

GENERAL NOTES:

<u>SITE WORK:</u>

CONTRACTOR SHALL VERIFY ALL GRADE CONDITIONS BEFORE START OF PROJECT. GRADE LINES ON THESE PLANS ARE MERELY A BEST CASE SCENARIO AND IN NO WAY INDICATE ACTUAL SITE CONDITIONS. CONTRACTOR SHALL VERIFY ALL FOOTING AND TOP OF FOUNDATION DROP DOWNS TO ACHIEVE DAYLIGHT OR WALK OUT BASEMENTS. ALL FOOTINGS SHALL BE A MINIMUM OF 42" BELOW GRADE. SITE DRAINAGE SHALL MEET ALL CODE REQUIREMENTS.

<u>FRAMING:</u>

ALL WALL HEIGHTS SHALL BE VERIFIED WITH TRUSS MFR. PLANS. TRUSS MFR. PLANS SHALL TAKE PRECEDENCE OVER THESE PLANS.

ALL NAILING SHALL CONFORM TO IBC TABLE 2304.9.1 FASTENING SCHEDULE.

ALL HEADERS SHALL BE FREE OF SPLITS. THE FRAMER SHALL ADJUST LAYOUT OR PLACEMENT OF FRAMING MEMBERS TO PROVIDE REQUIRED CLEARANCES

FOR ALL MECHANICAL AND PLUMBING SYSTEMS WHILE MAINTAINING STRUCTURAL INTEGRITY. SPECIES:

ALL EXTERIOR STUDS SHALL BE STUD GRADE PRECUTS OR DOUGLAS FIR #2 OR BETTER, WCLIB OR WWPA GRADING REQUIREMENTS.

WALL PLATES SHALL BE SOUTHERN PINE FIR #2 OR BETTER NLGA GRADING REQUIREMENTS.

SILL PLATES SHALL BE SOUTHERN YELLOW PINE #2 OR BETTER ACQ .40 PRESSURE TREATED, OR TREATED TIMBERSTRAND SILL (RECOMMENDED) EXTERIOR DECK FRAMING SHALL BE SOUTHERN YELLOW PINE #2 OR BETTER ACQ .40 PRESSURE TREATED.

<u>STAIRS:</u>

ALL STAIRS SHALL MEET REQUIREMENTS OF

IRC SECTION R311. CONTINUOUS HANDRAIL TO BE 34"-38" ABOVE NOSING. STAIR ILLUMINATION AS PER IRC SECTION R303.6. MIN. HEADROOM AT STAIRS SHALL BE 6'-8" FROM STAIR NOSING TO FINISHED CEILING.

FIREPLACE:

FIREPLACES TO BE INSTALLED AS PER MFR. SPECS. FIREPLACE DIMENSIONS SHOWN ON PLAN ARE FOR MAJESTIC 36LDVR DIRECT VENT GAS FIREPLACE (R.O. 36.5" W/ 35" H/ 16.5" D), OR 2 SIDED MAJESTIC DVTS2 (R.O. 40.5" W/ 34.5" H/ 22" D) UNLESS NOTED OTHERWISE. CONTRACTOR SHALL ADJUST AS NEEDED FOR ANY FIREPLACE OTHER THAN THOSE LISTED ABOVE. WOOD BURNING FIREPLACES SHALL BE FRAMED AS PER MFR. SPECS AND SHALL MEET ALL CODE REQUIREMENTS FOR CLEARANCES TO COMBUSTIBLE MATERIALS.

THERMAL AND MOISTURE PROTECTION:

INSTALL ROOF AND EAVE VENTS AS PER IRC SECTION R806.2. INSTALL 36" WIDE (MIN.) BITUTHENE OR EQUAL WATER AND ICE BARRIER AT ALL EAVES AND VALLEYS IN ACCORDANCE WITH IRC SECTION R905.2.7.1.

WATERPROOF FOUNDATION WALLS FROM FOOTING TO FINISHED GRADE- VERIFY TYPE WITH CONTRACTOR.

FIELD VERIFY LOCATION OF SUMP PUMP. GUTTERS AND DOWNSPOUT LOCATIONS TO BE DETERMINED BY CONTRACTOR AND SHALL PROVIDE ADEQUATE DRAINAGE. AIR INFILTRATION BARRIER SHALL BE INSTALLED OVER WALL SHEETING, 2 LAYERS BEHIND ALL CULTURED STONE VENEER OR STUCCO FINISH.

INSULATION: 2X4 WALLS- MIN. R-13 BATT INSULATION 2X6 WALLS- MIN. R-19 BATT INSULATION FOUNDATION- MIN. 2" DOW BLUEBOARD, R-10 CEILINGS- MIN. R-40 BLOWN IN

FINISHES:

EXTERIOR WALLS SHALL HAVE 1 LAYER 1/2" GYP. BOARD TO INTERIOR FACE.

INTERIOR WALLS SHALL HAVE 1 LAYER 1/2" GYP. BOARD ON EACH SIDE.

CEILINGS SHALL HAVE 1 LAYER 5/8' GYP. BOARD. GARAGE WALLS AND CEILING SHALL HAVE 1/2" GYP. BOARD APPLIED TO GARAGE SIDE OF WALL (IRC SECTION R302.6) GARAGE CEILINGS BELOW HABITABLE ROOMS SHALL HAVE 1 LAYER 5/8" TYPE 'X' GYP. BOARD (IRC SECTION R302.6) WHERE THE SEPARATION IS A FLOOR-CEILING ASSEMBLY, THE STRUCTURE SUPPORTING THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THAN 1/2" GYP. BOARD.

DISCLAIMER:

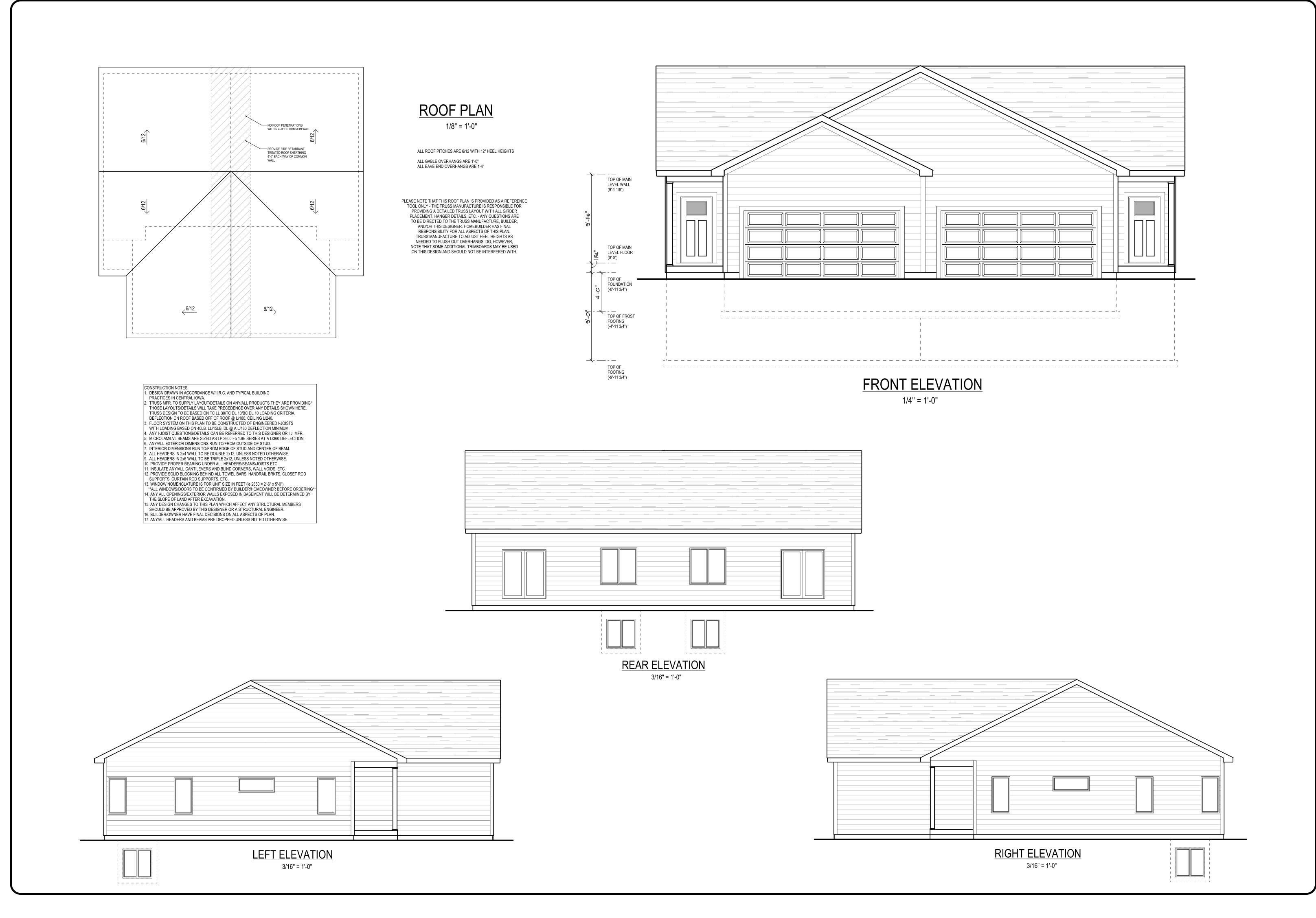
BEISSER LUMBER, OUR DESIGNERS AND EMPLOYEES ARE NOT STRUCTURAL OR CERTIFIED ENGINEERS. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, TO THE STRUCTURAL PORTIONS OF THIS DESIGN. FOR QUESTIONS CONCERNING STRUCTURAL QUALITY AND STRENGTH, PLEASE REFER THIS DRAWING TO A STRUCTURAL ENGINEER.

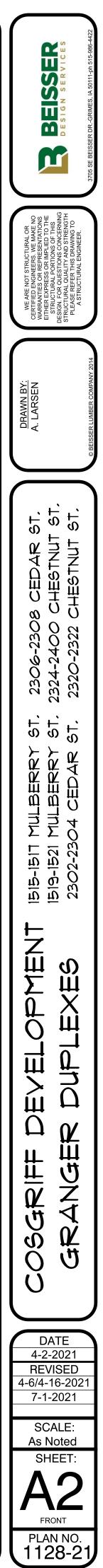
WHILE IT IS OUR INTENT TO ELIMINATE ERRORS, WE CANNOT BE LIABLE FOR HUMAN ERRORS THAT MAY OCCUR. THEREFORE IT IS THE CONTRACTOR OR BUYERS RESPONSIBILITY TO REVIEW ALL PLANS AND DOCUMENTS AND REPORT ANY ERRORS TO BEISSER DESIGN SERVICE PRIOR TO CONSTRUCTION.

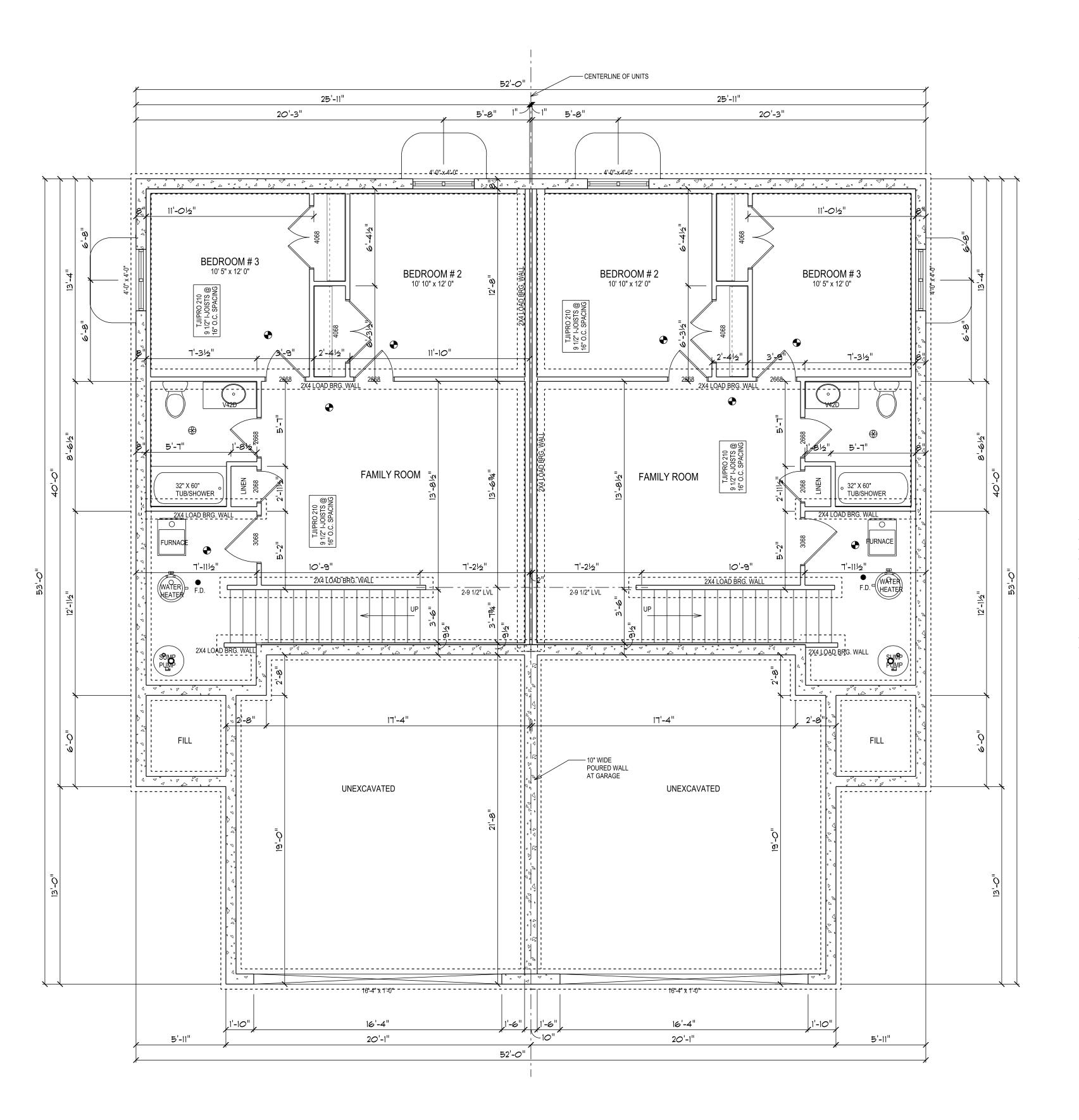
SEE DETAILED NOTES ON FLOOR PLANS FOR DESIGN LOADS, WINDOW NOMENCLATURE, WALL HEIGHTS AND THICKNESS, HEADER SIZES, AND OTHER MATERIALS SPECIFIC TO THIS PLAN.

LEGEND: $\langle A \rangle$ SECTION LINES _____ SMOKE DETECTORS EXHAUST FANS









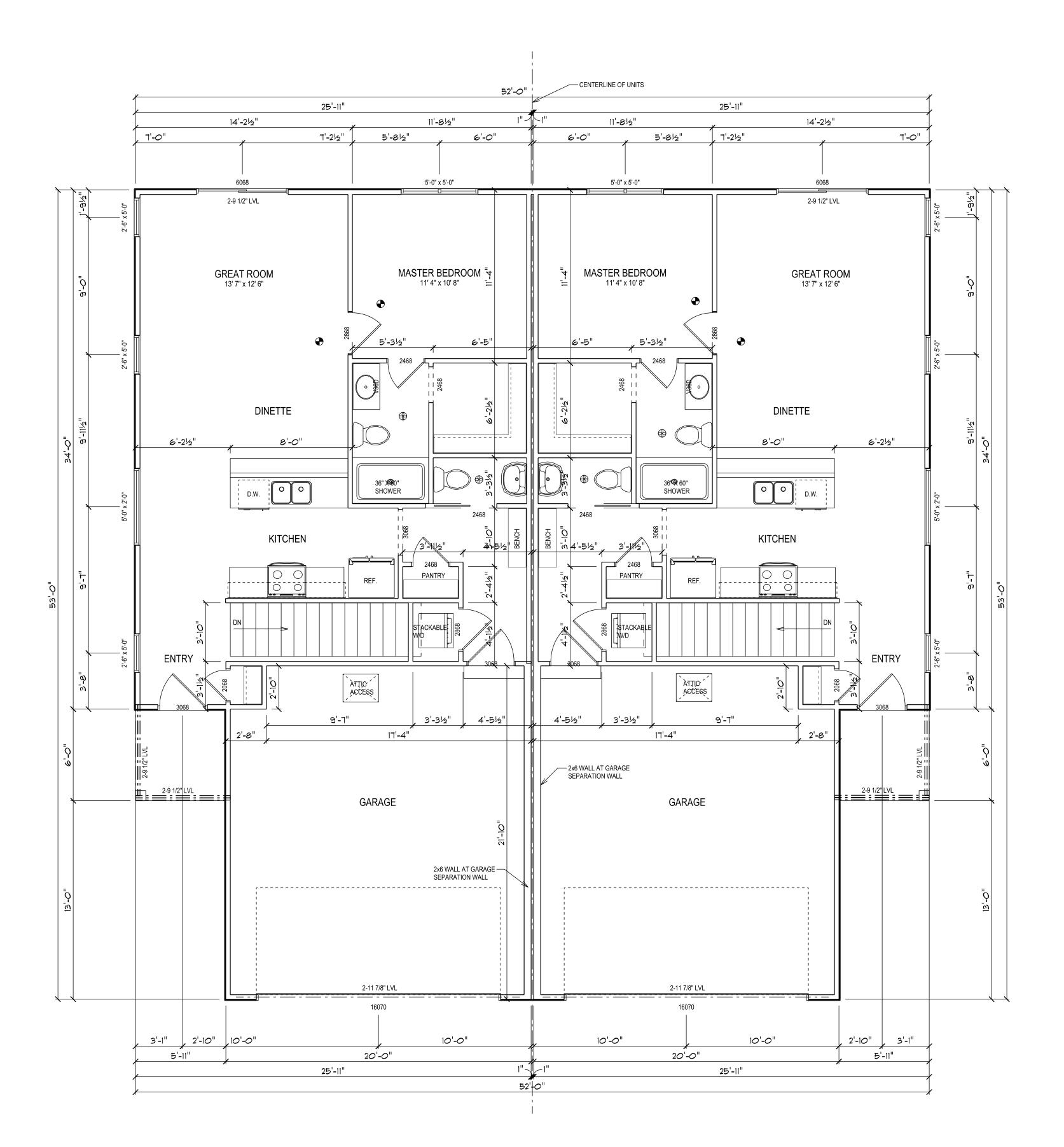
FOUNDATION PLAN

635 SQ. FT. FINISHED, EACH UNIT

NOTES:

- * 8" X 9'-0" POURED CONCRETE WALLS ON A 16" X 8" CONTINUOUS FOOTING WITH 2-#4 REBAR CONTINUOUS.
- * FOOTING CALCULATIONS ARE BASED ON A 2,000 PSF SOIL CAPACITY.
- * ALL HEADERS AND BEAMS ARE BELOW DECK UNLESS NOTED "FLUSH". * EXTERIOR DIMENSIONS ARE TO OUTSIDE OF CONCRETE. INTERIOR DIMENSIONS
- ARE TO EDGE OF STUD AND CENTER OF BEAM. * DESIGN CRITERIA IS BASED ON LOCAL BUILDING CODES AND PRACTICES AND THE LD C
- THE I.R.C. * DESIGN LOADING IS AS FOLLOWS:
- ROOF: 30 PSF LIVE + 20 PSF DEAD = 50 PSF TOTAL
- FLOOR: 40 PSF LIVE + 15 PSF DEAD = 55 PSF TOTAL (MIN. DEFLECTION IS L/480). WIND: 90 PSF (IOWA)
- * ANY CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 * MICROLAM/LVL BEAMS ARE SIZED AS TJ 2600 Fb 1.9E SERIES AT A L/360 DEFLECTION.





MAIN LEVEL PLAN

831 SQ. FT.

NOTES:

- * 2x4-9' 1 1/8" WALLS WITH 7/16" SHEATHING.
- * EXTERIOR DIMENSIONS ARE TO OUTSIDE OF STUD. INTERIOR DIMENSIONS ARE TO EDGE OF STUD AND CENTER OF BEAM.
 * ALL HEADERS AT EXTERIOR OPENINGS ARE 2-2X12 WITH 1/2" FILLER UNLESS NOTED

BEISSER DESIGN SERVICES

M

VE WARRA EITHER STRU DESIGN. STRUCT

≍ IZ

<u>DRAWN</u> A. LARSI

> 2306-2308 CEDAR ST. 2324-2400 CHESTNUT ST 2320-2322 CHESTNUT ST.

61, 61,

1515-1517 MULBERRY 1519-1521 MULBERRY 2302-2304 CEDAR (

DEVELOPMENT R DUPLEXES

GOSGRIFF D GRANGER

DATE

4-2-2021 REVISED 4-6/4-16-2021 7-1-2021

> SCALE: 1/4" = 1'-0" SHEET:

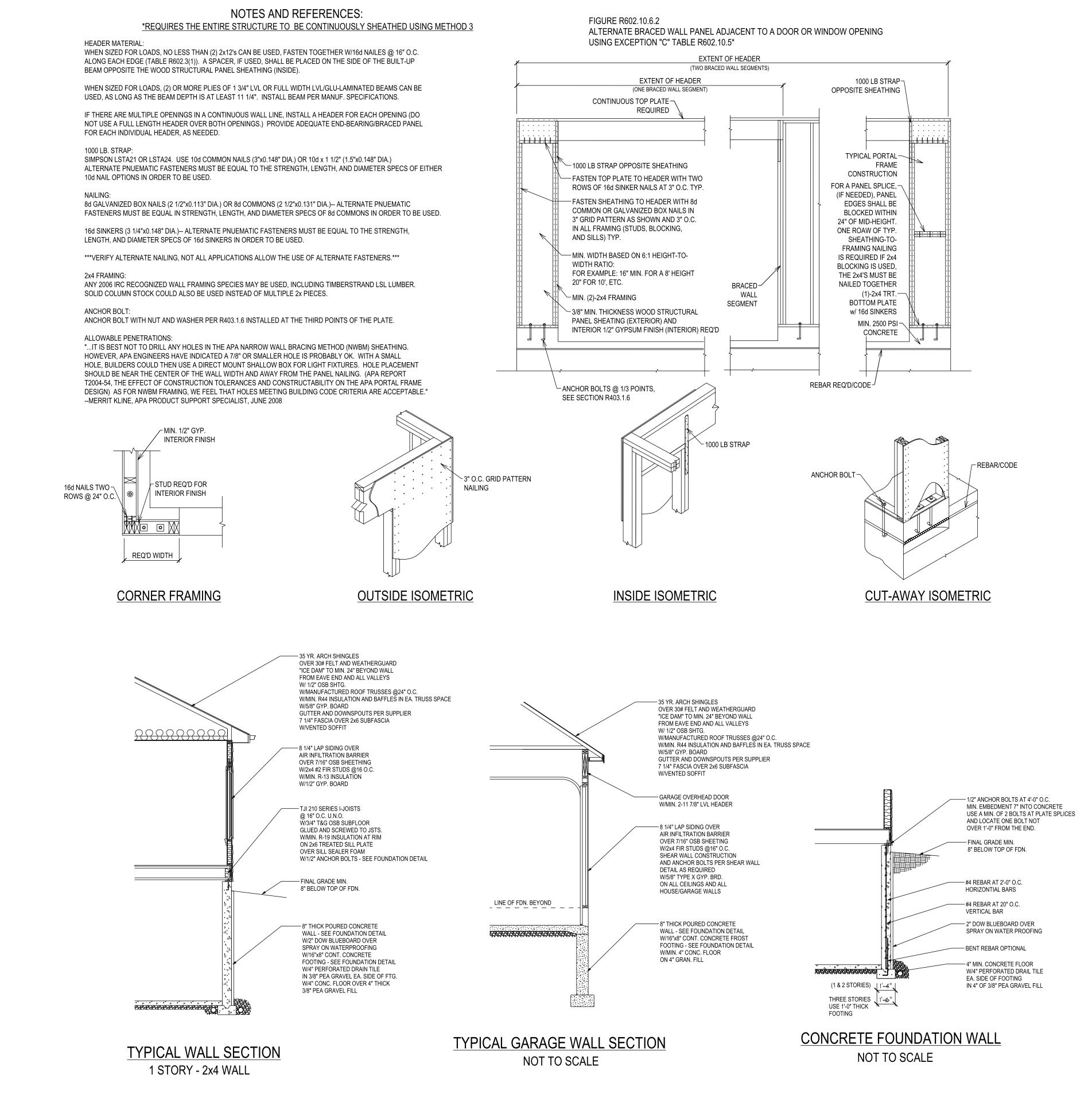
A4

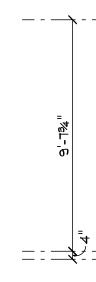
MAIN

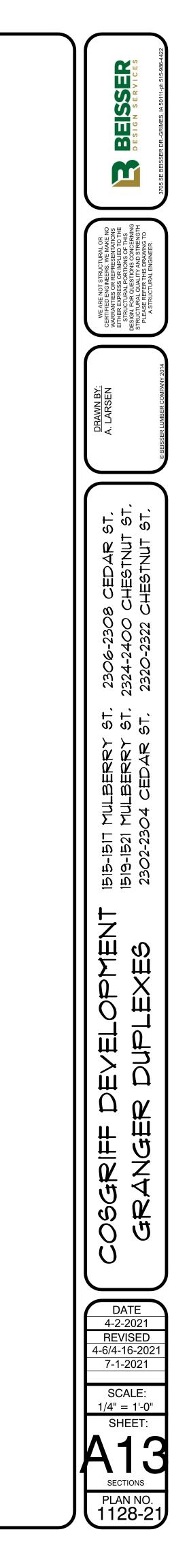
PLAN NO. 1128-21

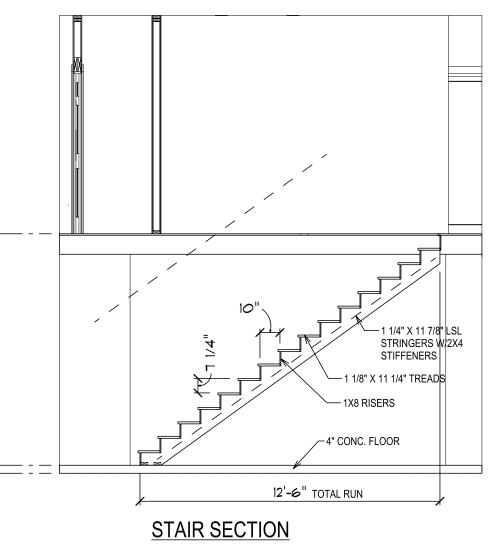
- OTHERWISE. * ALL HEADERS AND BEAMS ARE BELOW DECK (DROPPED) UNLESS NOTED "FLUSH". * PROVIDE SOLID BLOCKING BEHIND ALL CURTAIN RODS, TOWEL BARS, RAILING, ETC.
- INSULATE, VAPOR BARRIER, AND SHEET ALL WALL CAVITIES BEHIND TUB AND/OR SHOWER ENCLOSURES AND UP TO THE DECK OF WHIRLPOOLS.
- * TRUSS MANUFACTURER TO SUPPLY ROOF LAYOUT WITH GIRDER
- LOCATIONS DETERMINED. SPECIFY AND SUPPLY ALL GIRDER CONNECTIONS. * WINDOW NOMENCLATURE IS FOR UNIT SIZE IN FEET (ie 2650 = 2'-6" x 5'-0").
- * VERIFY ALL WALL HEIGHTS WITH TRUSS MFR. PLANS.
 * MICROLAM/LVL BEAMS ARE SIZED AS TJ 2600 Fb 1.9E SERIES AT A L/360 DEFLECTION.

R602.10.5 Continuous wood structural panel sheathing....Table R602.10.5 Length requirements for braced wall panels in a continuously sheathed wall, exception "c"... (For more, Reference the 2006 IRC Code)











VEENSTRA & KIMM, INC.

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

September 2, 2021

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

CITY OF VAN METER 36093 TABOR ROAD PLAT OF SURVEY

In response to your request, the writer has completed a review of the preliminary plat of survey for the Lacox Property at 36093 Tabor Road prepared by Larry Hyler of Bishop Engineering Company. The Plat of Survey reconfigures the three Lacox parcels into two parcels.

The Plat of Survey effectively combines parcels 1536100001 and 1525377001 into a single 56.81 acre parcel. However, the eastern portion of 1535377001 is not included in the new tract and effectively remains attached to parcel 1536100002. Likewise the southeast corner parcel of 153610001 is not part of the new parcel and effectively remains part of the adjoining 1536100002.

The Lacox property subject to the Plat of Survey is located in unincorporated Dallas County. The Plat of Survey is located within two miles of the City of Van Meter. The Plat of Survey is subject to the extraterritorial review jurisdiction of the City of Van Meter.

The City's review is to determine whether it will require compliance with some or all of the provisions of the subdivision ordinance or if it will wave the requirements of the subdivision ordinance.

The purpose of the compliance with the subdivision ordinance is to determine whether the City should require some of the public infrastructure normally associated with a subdivision. The public infrastructure includes streets, storm water drainage, sanitary sewer and water main.

Kyle Michel September 2, 2021 Page 2

For the creation of a single approximately 56.81 net acre parcel there are no provisions of the subdivision ordinance relative to infrastructure that would normally be required. Typically, the City would require compliance with the subdivision ordinance for the creation of a parcel that is ready for development as a single parcel or is being divided into parcels for purposes of development.

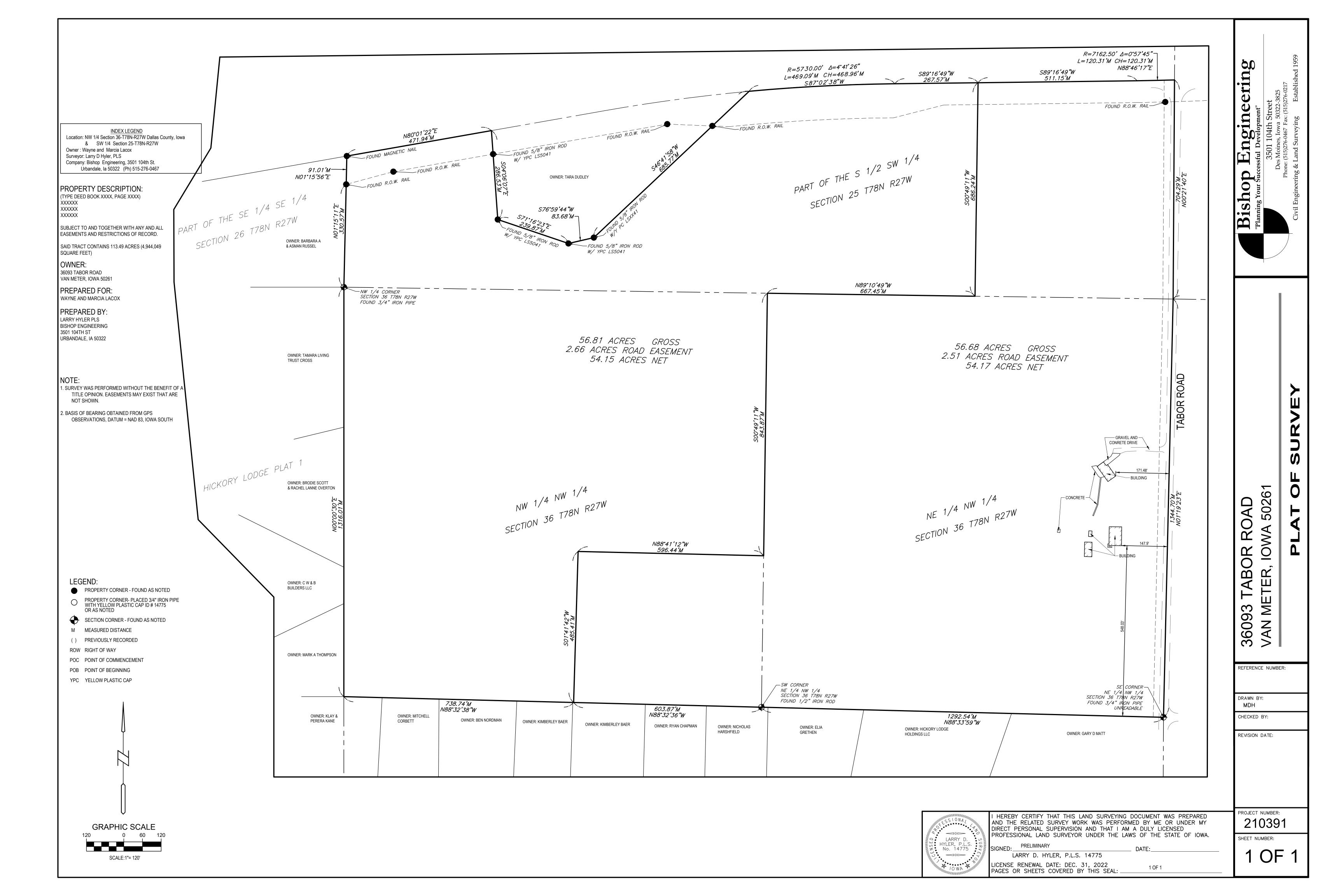
In this instance the writer would recommend the City waive compliance with the subdivision ordinance for this Plat of Survey subject to a certain condition. The condition is that any future development or the parcel is subject to the City's site plan ordinance and/or subdivision ordinance whether the property is developed as a single parcel or further divided, and the City reserve the right to require compliance with the subdivision ordinance as part of a future site plan or subdivision submittal.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or byeenstra@v-k.net.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rdp 01-11



Resolution #2021-___

"A Resolution to Approve a Preliminary Plat and Site Plan for Grand Ridge Estates Townhomes"

Whereas, a Preliminary Plat and Site Plan for Grand Estates Townhomes has been submitted by Paul Clausen, CEC, and

Whereas, the City Engineer has reviewed the Preliminary Plat and Site Plan for conformance with City Code, and

Whereas, the Planning & Zoning Commission met on September 13th, 2021 to review the submittal and make recommendation to the City Council, now

Therefore, be it resolved by the Van Meter City Council approves the Preliminary Plat and Site Plan for Grand Ridge Estates Townhomes subject to the following conditions:

Passed and approved this 13th September 2021.

_____ Mayor

ATTEST:

_____ City Clerk

Agenda Item #22 – Discussion and Action – 36093 Tabor Road Plat of Survey

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember ____: So moved.

City Councilmember ____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;



VEENSTRA & KIMM, INC.

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

September 8, 2021

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

CITY OF VAN METER 36093 TABOR ROAD PLAT OF SURVEY

In response to your request, the writer has completed a review of the preliminary plat of survey for the Lacox Property at 36093 Tabor Road prepared by Larry Hyler of Bishop Engineering Company. The Plat of Survey reconfigures the three Lacox parcels into two parcels.

The Plat of Survey effectively combines parcels 1536100001 and 1525377001 into a single 56.81 acre parcel. However, the eastern portion of 1525377001 is not included in the new tract and effectively remains attached to parcel 1536100002. Likewise the southeast corner parcel of 153610001 is not part of the new parcel and effectively remains part of the adjoining 1536100002.

The Lacox property subject to the Plat of Survey is located in unincorporated Dallas County. The Plat of Survey is located within two miles of the City of Van Meter. The Plat of Survey is subject to the extraterritorial review jurisdiction of the City of Van Meter.

The City's review is to determine whether it will require compliance with some or all of the provisions of the subdivision ordinance or if it will wave the requirements of the subdivision ordinance.

The purpose of the compliance with the subdivision ordinance is to determine whether the City should require some of the public infrastructure normally associated with a subdivision. The public infrastructure includes streets, storm water drainage, sanitary sewer and water main.

Kyle Michel September 2, 2021 Page 2

For the creation of a single approximately 56.81 net acre parcel there are no provisions of the subdivision ordinance relative to infrastructure that would normally be required. Typically, the City would require compliance with the subdivision ordinance for the creation of a parcel that is ready for development as a single parcel or is being divided into parcels for purposes of development.

In this instance the writer would recommend the City waive compliance with the subdivision ordinance for this Plat of Survey subject to a certain condition. The condition is that any future development or the parcel is subject to the City's site plan ordinance and/or subdivision ordinance whether the property is developed as a single parcel or further divided, and the City reserve the right to require compliance with the subdivision ordinance as part of a future site plan or subdivision submittal.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or byeenstra@v-k.net.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rdp 01-11

Resolution #2021-___

"A Resolution to Approve a Plat of Survey for 36093 Tabor Road"

Whereas, a Plat of Survey for 36093 Tabor Road has been submitted by Joel Templeman on behalf of Wayne and Marica Lacox, and

Whereas, the City Engineer has reviewed the Plat of Survey and make recommendation with regards to conformance with the Van Meter Code of Ordinances, and

Whereas, the Planning & Zoning Commission met on September 13th, 2021 to review the Plat of Survey and make recommendation to the Van Meter City Council, now

Therefore, be it resolved by the Van Meter City Council approves the Plat of Survey for 36093 Tabor Road subject to the following conditions:

Passed and approved this 13th Day of September 2021.

_____ Mayor

ATTEST:

_____ City Clerk

Agenda Item #23 – Discussion and Possible Action – Hudson Heights

Submitted for: Action Recommendation: Approval Sample Language:

City Councilm	nember	: So moved.	
City Councilm	nember	: Second.	
Mayor:	Roll Call Please.		
City Clerk:	Brott; Lyon	_; Coyle; Herman; Meyer	;

As previously indicated, the Developer has requested that the City participate in funding a portion of the costs associated with extending water main down Hazel to provide service to this project. The Developer has asked that the City contribute towards the cost of increasing the proposed water main from 8 inch to 12 inch to satisfy our Capital Improvement Plan.

The Developer has also requested that the City convey an offer for the street lot requested by Council to be purchased for a future bridge connection from Hudson Heights to Hazel.

Agenda Item #24 – Discussion and Possible Action – Hickory Lodge Law Enforcement Services Agreement

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember _____: So moved.

City Councilmember _____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

LAW ENFORCEMENT SERVICES AGREEMENT

PARTIES

This Agreement is made and entered into by and between the City of Van Meter, Iowa (City) and the Hickory Lodge Homeowners' Association (Association); collectively, the (Parties).

PURPOSE

It is the purpose of this Agreement to establish the terms and conditions for the City to provide law enforcement services to the Association and their associated real estate.

TERMS AND CONDITIONS

- 1. The Parties agree that the City shall provide the following services within the area owned by the Association:
 - a. Routine patrols;
 - b. Enforcement of criminal-related State laws and Local ordinances;
 - c. Enforcement of traffic and motor vehicle related State laws and Local ordinances;
 - d. Investigation and follow up of crimes warranting additional investigation in the opinion of the City;
 - e. Specialized traffic and vehicle enforcement operations;
 - f. Community policing activities; and
 - g. Such other services as the Parties deem mutually beneficial.
- 2. The Association specifically agrees and warrants that is has obtained sufficient authority from its owner/members to enter into this Agreement.
- 3. The Association agrees to pay a fee of \$_____ annually to the City for such services. Such fee shall be payable on ______.
- 4. The Association hereby stipulates that for purposes of enforcement of State laws and Local ordinances, that the private roadways within the Association shall be considered a public way, roadway, street, or highway, within the meaning of the Iowa Code and/or the City Code as the context may warrant. Notwithstanding the foregoing, the City shall have no responsibility for snow removal, repair, or maintenance of the private roadways within the boundaries of the Association. The City shall have no responsibility for such private roadways within the meaning of Iowa Code section 364.12 as amended from time to time.
- 5. To the extent allowed by the Constitution and laws of the State of Iowa, the Parties shall indemnify, defend, and hold each other harmless from and against all claims, liabilities, demands, loss, costs (including attorney fees and court costs) and expense related to personal injury, death, or damage to persons or property arising out of or connected with and attributable to an act, error, omission or negligence in the performance of any terms, obligations or duties imposed by this Agreement or required by law by the indemnifying Party or that Party's officers or employees. Nothing in this paragraph or Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670.

- 6. The City shall be responsible for the payment of salary wages and/or any other compensation or benefits to any City employee providing services under this Agreement
- 7. This Agreement shall become effective upon ratification by the City Council and shall remain in effect until December 31, 2022.
- 8. The City or the Association may terminate this Agreement at any time, with or without cause, by providing written notice to the other party not less than one hundred eighty (180) days prior to the termination date.
- 9. The City agrees to record a copy of this Agreement or a memorandum thereof with the Dallas County Recorder's Office.

City of Van Meter, Iowa	Hickory Lodge Homeowners' Association
By: Mayor	By: President
Date:	Date:
ATTEST:	
By: City Clerk	By: Secretary
Date:	Date:

Agenda Item #25 – Discussion and Possible Action – Annexation Strategy

Submitted for: Action Recommendation: Approval Sample Language:

City Councilmember _____: So moved.

City Councilmember _____: Second.

Mayor: Roll Call Please.

City Clerk: Brott __; Lyon __; Coyle __; Herman __; Meyer __;

We have a few annexation related items for Council to discuss as a whole and provide direction.

We will also need to set some annexation public hearings and a public hearing for the proposed renewal of the Waukee/Van Meter moratorium agreement.

Prepared by: Brad Deets, Assistant City Administrator, City of Waukee, 230 W Hickman Road, Waukee, IA 50263 (515) 978-7899

Return to: Rebecca D. Schuett, City Clerk, City of Waukee, 230 W Hickman Road, Waukee, IA 50263 (515) 978-7904

ANNEXATION MORATORIUM AGREEMENT PURSUANT TO IOWA CODE SECTIONS 368 AND 28E BETWEEN THE CITY OF VAN METER, IOWA AND CITY OF WAUKEE, IOWA

WHEREAS, the City of Van Meter, Iowa (hereinafter referred to as Van Meter), and the City of Waukee, Iowa (hereinafter referred to as Waukee), are jointly interested in the annexation of certain territories that are within the planning areas of each city; and

WHEREAS, it is in the public interest to provide for the orderly annexation of certain territory to Van Meter, certain territory to Waukee, and to assure communication between the two cities so as to allow the best opportunity for orderly development of property, compatible uses, and coordinate public infrastructure along the common boundary to the maximum extent possible;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE. It is in the public interest for Van Meter and Waukee, to establish an Agreement for annexation, to provide the best opportunity for orderly planning, development, and provision of municipal services. It is also in the public interest to assure communication between the two Cities to create the best opportunity for compatible uses and development, continuity of street systems, and public improvements along the Annexation Boundary established in Section 2 of this Agreement.

SECTION 2. ANNEXATION BOUNDARY. The Cities of Waukee and Van Meter hereby agree to establish an annexation boundary (hereinafter "Boundary") that is legally described in the attached Exhibit "A", by reference incorporated herein and made a part hereof and such Boundary being generally shown on the map attached hereto as Exhibit "B". this Annexation Moratorium Agreement.

SECTION 3. ANNEXING MORATORIUM. In accordance with Iowa Code Chapter 368 (2021) and defined therein, Van Meter and Waukee agree as follows:

Area A: Waukee shall not annex property in Area A for the term of this Agreement. During this period, Van Meter may use any form of annexation legally available to it under state law to annex property in Area A, without objection from Waukee.

Area B: Van Meter shall not annex property in Area B for the term of this Agreement. During this period, Waukee may use any form of annexation legally available to it under state law to annex property in Area B, without objection from Van Meter.

SECTION 4. APPLICABILITY. This Agreement is applicable to all annexation proceedings, both voluntary and involuntary, and pending annexations as well as any that may be commenced in the future, to the fullest extent allowed and as provided by Iowa Code Chapter 368 (2021). All such proceedings, which have been initiated but not completed, shall be amended to conform to this agreement, and any portion of any petition for annexation, whether voluntary or involuntary, in conflict herewith is hereby terminated and withdrawn. Completion is hereby defined as being approved by the City Development Board and duly recorded prior to the date of the first City's approval and signature on this Agreement.

Both cities agree not to annex territory in violation of this Agreement. Each City, and their officials, agents and representatives, agree not to aid or support in any way, any person, party, agency, or government body who may oppose, enjoin, or obstruct the other in the pursuit of any annexation that conforms with this Agreement. Terminology used in this Agreement shall be defined in the same manner as it is defined and used in Iowa Code Chapter 368, unless specifically defined herein.

SECTION 5. JOINT DEVELOPMENT COMMUNICATION The cities agree to communicate concerning long range planning and zoning of property along the Annexation Boundary. Zoning and rezonings, site plans, and subdivisions located within 660 feet of the Boundary shall be submitted for review and comment by the staff of each City at least 7 days prior to consideration by a city. Each City will consider the comments of the other City when considering zoning, rezonings, site plans, plats and subdivisions actions.

SECTION 6. STREET IMPROVEMENTS. For street infrastructure planning undertaken within one-eight mile (660 feet) of the Annexation Boundary, the Cities shall communicate their plans for street and access points to the other as plans are being developed and/or modified. Each City agrees to provide comment to the other concerning such planning and placement within a reasonable time for consideration of the planning City in making such plans.

SECTION 7. RIGHTS AND OBLIGATIONS. This Agreement creates rights and obligations only among these two parties as governmental entities, and is to be interpreted, applied, and

enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not resident or taxpayer of any City, and whether directly or as a third party beneficiary.

SECTION 8. STATUTORY AUTHORITY. This Agreement is entered into pursuant to Iowa Code Section 368.4 Code of Iowa, 2021, and is a joint exercise of governmental powers pursuant to Chapter 28E, Code of Iowa, by Van Meter and Waukee. It does not create a separate legal entity; grants no power to purchase, own, mortgage real or personal property; creates no governing board; and does not have an operating budget.

SECTION 9. SEVERABILITY. If any section, provision, or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of all sections, provisions, and parts of this agreement not adjudged invalid or unconstitutional.

SECTION 9. EFFECTIVE DATE AND DURATION. The effective date of this agreement shall be the later of approval dates of the two Cities. Prior to approval, each City is required to publish notice and to hold hearings as required by Iowa Code Section 368.4 (2021). This Agreement shall be in full force and effect for a period of ten years after the aforementioned effective date. Either party to this agreement may petition for an amendment, extension, or termination of this agreement by providing written notice to the other party with at least thirty (30) days advance notice to amend, extend, or terminate the terms of this agreement. Any amendment, extension, or termination of this Agreement requires the approval of both City Councils before any amendment, extension, or termination becomes effective.

Dated this day of, 2021	Dated this day of, 2021.		
CITY OF WAUKEE, IOWA	CITY OF VAN METER, IOWA		
Courtney Clarke, Mayor	Allan Adams, Mayor		
ATTEST:	ATTEST:		
Rebecca D. Schuett, City Clerk	Liz Thompson, City Clerk		

MUNICIPAL CORPORATION CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF DALLAS, ss

On this _____ day of ______ A.D. 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Courtney Clarke and Rebecca D. Schuett, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waukee, Iowa, an Iowa municipality; that the seal affixed thereto is the seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation and that said Courtney Clarke and Rebecca D. Schuett as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My Commission expires _____

MUNICIPAL CORPORATION CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF DALLAS, ss

On this _____ day of _____ A.D. 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allan Adams and Liz Thompson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Van Meter, Iowa, an Iowa municipality; that the seal affixed thereto is the seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation and that said Allan Adams and Liz Thompson as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF MORATORIUM BOUNDARY LINE

The cities of Waukee and Van Meter hereby agree upon and approve the establishment of an Annexation Boundary Line legally described as follows:

A LINE IN SECTIONS 2, 3, 10, 11, 14, 23, 24, 25 AND 26 IN TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, VAN METER TOWNSHIP, DALLAS COUNTY, IOWA DELINEATES AN ANNEXATION MORATORIUM LINE BETWEEN THE CITIES OF WAUKEE, IOWA AND VAN METER, IOWA. THIS LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A LINE COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3 (ALSO BEING THE NORTHWEST CORNER OF SECTION 10), TOWNSHIP 78 NORTH, RANGE 27 WEST;

THENCE; EAST ALONG THE SOUTH LINE OF SECTION 3 (ALSO BEING THE NORTH LINE OF SECTION 10), TOWNSHIP 78 NORTH, RANGE 27 WEST TO THE SOUTHWEST CORNER OF SECTION 2 (ALSO BEING THE NORTHWEST CORNER OF SECTION 11), TOWNSHIP 78 NORTH, RANGE 27 WEST;

THENCE EAST ALONG THE SOUTH LINE OF SECTION 2 (ALSO BEING THE NORTH LINE OF SECTION 11), TOWNSHIP 78 NORTH, RANGE 27 WEST TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 27 WEST;

THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST ¹/₄ OF THE NORTHEAST ¹/₄ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 27 WEST TO THE CENTERLINE OF 322ND ROAD;

THENCE WEST ALONG 322ND ROAD TO THE CENTERLINE OF THE INTERSECTION OF 322ND ROAD AND S AVENUE;

THENCE SOUTH ON THE CENTERLINE OF S AVENUE TO THE SOUTHWEST CORNER OF THE NORTHEAST ¹/₄ OF THE NORTHWEST ¹/₄ OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST ALSO BEING THE CENTERLINE OF THE INTERSECTION OF S AVENUE AND 340TH TRAIL;

THENCE EAST ON THE CENTERLINE OF 340TH TRAIL TO THE NORTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST;

THENCE SOUTH ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼

OF THE SOUTHEAST ¹/₄ ALL IN SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST TO THE SOUTHEAST CORNER OF THE WEST ¹/₂ OF THE OF THE NORTHWEST ¹/₄ OF THE SOUTHEAST ¹/₄ IN SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST;

THENCE EAST ON THE SOUTH LINE OF THE EAST ½ OF THE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST;

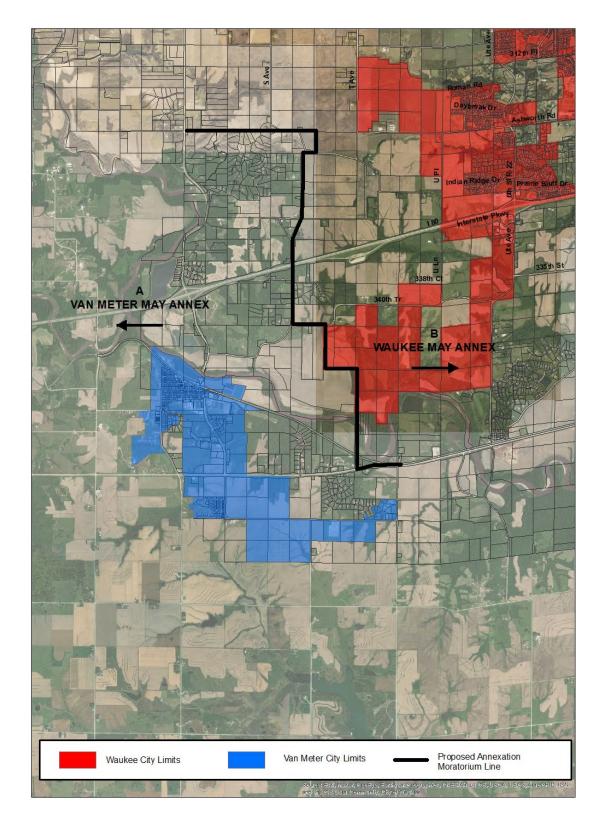
THENCE SOUTH ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 27 WEST TO THE CENTERLINE OF 360TH STREET (ALSO KNOWN AS F90);

THENCE EAST ON THE CENTERLINE OF 360TH STREET (ALSO KNOWN AS F90) TO THE CENTERLINE OF THE INTERSECTION OF 360TH STREET (ALSO KNOWN AS F90) AND TABOR ROAD,

Such Annexation Boundary Line being generally as shown on the map attached hereto as Exhibit "B".

EXHIBIT B

MORATORIUM MAP – VAN METER AND WAUKEE



Agenda Item #26 -Reports

Submitted for: Information Recommendation:

Sample Language:

- a. <u>Staff Reports</u>
 - i. Parks and Rec
 - ii. Library
 - iii. Public Safety
 - iv. Public Works
 - v. Attorney
 - vi. Engineer
 - vii. Clerk
- viii. Administrator
- b. Council Committees
 - i. Finance, Brott, Meyer
 - ii. Policy, Coyle, Brott
 - iii. Economic Development, Lyon, Herman
 - iv. Public Safety, Coyle, Lyon
 - v. Public Works, Herman, Meyer
 - vi. Ad-Hoc Committees
- c. Liaison Reports
 - i. EMA/E911, Adams
 - ii. MPO/CIRTPA, Adams, Brott, Michel
 - iii. Library Board, Herman
 - iv. Parks and Rec Board, Coyle
 - v. VM Schools, Meyer
 - vi. Community Betterment, Lyon, Coyle

September Meeting (9/13/21)

Rec Sports Update:

- Soccer
 - Starting the spring with 38 teams, 360 total players.
 - Season runs from September 11th October 31st
- Flag Football
 - 71 total players K-2nd grade
 - Partnering with Adel for 2nd grade football games
 - 80 participants at the tackle football camp

Additional TeeBall Fields

- Quote for 2 backstops is attached along with picture of proposed plans
- Waiting to hear back from another grant for \$10,000
- Once we secure a little more funding we'll be able to take a more serious look at getting the project approved and started



Des Moines Steel Fence Co. Inc. 2045 NE 46th Ave, Ste A Des Moines, Iowa 50313 Office: 515-270-6227 Fax: 515-270-2462

COMMERCIAL P R O P O S A L

DATE 8-31-2021

TOTAL

Unless otherwise stated

quoted valid for 10 days.

TO City of Van Meter

PROJECT NAME & ADDRESS:

Attn. Jay Olson

Van Meter, Ia.

Email/Fax #

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE EXTENSION
		Furnish labor and material to complete the following.		
	***	2-20' x 20' x 20' x 16' tall commercial grade galvanized		
		chain link backstops. All post will be 4" diameter and		
		set into 16" x 5' deep concrete footings.	Lump Sum	\$ 14,800.00
5 47				
47 		The above cost is for 2 complete backstops.		
roperty lines & any required permits are the responsibility of the owner or general contractor, unless		SALES TAX		
ny private Utilities, including propane & sprinkler lines, must be located by customer. Any damages are the responsibility of Des Moines Steel Fence.		DELIVERY		

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

· 1.5% monthly interest (18% APR) will be charged on all past due accounts over 30 days.

Reasonable collection and attorney fees will be assessed on all accounts placed for collection.

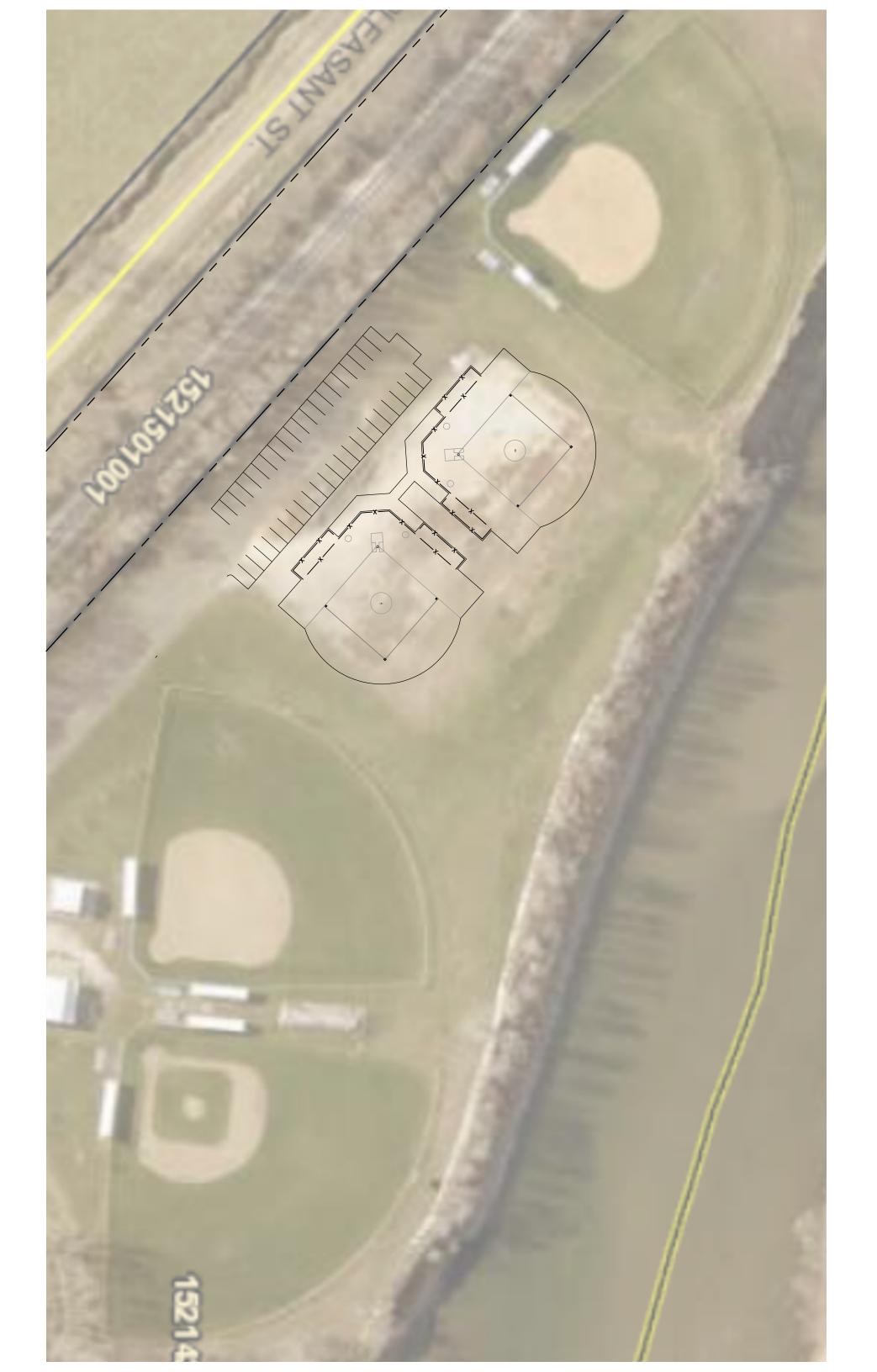
Customer will be responsible for any restocking fees or permit costs incurred if job is cancelled prior to installation. No materials accepted for return
without prior authorization.

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

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



DATE



Agenda Item #27 -Adjournment

 Submitted for:
 Action

 Recommendation:
 Approval

 Sample Language:
 Mayor:

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

 City Councilmember
 _____: So Moved.

 City Councilmember
 _____: Second

 City Clerk:
 Brott
 ____; Lyon
 _; Coyle
 _; Herman
 _; Meyer___;

Mayor: *The time is ______ p.m., the meeting is adjourned. Thank you.*