## NOTICE OF PUBLIC MEETING Governmental Body: Van Meter City Council Date of Meeting: Monday, November 11, 2024

#### Time/Location: 7:00pm – Van Meter United Methodist Church, 100 Hazel Street, Van Meter, IA 50261

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 lowa 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 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 October 14, 2024 City Council Business Meeting
  - b. Minutes of October 28, 2024 City Council Workshop
  - c. Minutes of October 30, 2024 Planning & Zoning Meeting
  - d. Minutes of November 6, 2024 Board of Adjustment Meeting
  - e. November Claims List
  - f. October Financial Statements
  - g. October Building Permit Report
  - h. IPAIT Update October 2024
  - i. SICOG Update October 2024
  - j. Resolution #2024-112 Appointing a Member to the Planning & Zoning Commission
  - k. Resolution #2024-113 Appointing a Member to the Parks & Recreation Board
  - I. Resolution #2024-114 Approving the FY24 Street Finance Report
  - m. Resolution #2024-115 Approving the FY24 Annual Financial Report
  - n. Resolution #2024-116 Approving the FY24 Annual Urban Renewal Report
  - o. Resolution #2024-117 Approving the 2024 Van Meter TIF Certification to Dallas County
  - p. Resolution #2024-118 Approving the Van Meter Volunteer Fire Department Roster as of October 26, 2024
  - q. Resolution #2024-119 Awarding a Contract for Audit Services
  - r. Resolution #2024-120 Approving an Agreement for Bridge Inspection Services Calhoun-Burns
  - s. Resolution #2024-121 Approving an Agreement for Professional Services for Water Tower Inspection Services Dixon Engineering & Inspection Services
- 8. Public Hearings
  - a. Relating to Short Term Vacation Rentals
  - b. Relating to Solar Energy Systems
- Discussion and Possible Action: Ordinance #2024-25 Amending Code of Ordinances of the City of Van Meter Chapters 161 Rental Housing Code & Chapter 165 Zoning Regulations to address Short-Term Vacation Rentals
- 10. Discussion and Possible Action: Ordinance #2024-26 Amending Code of Ordinances of the City of Van Meter Chapter 165 Zoning Regulations relating to Solar Energy Systems
- 11. Discussion and Possible Action: Resolution #2024-122 Deleting Property from the Van Meter Urban Renewal Area
- 12. Discussion and Possible Action: Ordinance #2024-27 Deleting Property from a Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa Pursuant to Section 403.19 of the Code of Iowa
- Discussion and Possible Action: Resolution #2024-123 Adopting An Updated Public Records Policy and Repealing & Replacing the Policy as amended on April 30, 2024
- 14. Discussion and Possible Action: Resolution #2024-124 Approving a Plat of Survey & Waiving Compliance with the Sub-Division Ordinance Peterson Estates

November Claims, October Building Permit Report, Annual Financial Report, Annual Urban Renewal Report, FY26 TIF Certification and Public Works Report to be provided Monday, November 11, 2024

## NOTICE OF PUBLIC MEETING Governmental Body: Van Meter City Council Date of Meeting: Monday, November 11, 2024

## Time/Location: 7:00pm - Van Meter United Methodist Church, 100 Hazel Street, Van Meter, IA 50261

- 15. Discussion and Possible Action: Resolution #2024-125 Approving a Plat of Survey & Waiving Compliance with the Sub-Division Ordinance Parcel 24-101
- 16. Discussion and Possible Action: Resolution #2024-126 Approving a Plat of Survey & Requiring Compliance with the Sub-Division Ordinance Lot 2 Valley View Acres
- 17. Discussion and Possible Action: Warren Water District 36440 Shadow Trail
- 18. Discussion and Possible Action: Warren Water District 36811 Osage Avenue
- Discussion and Possible Action: Resolution #2024-127 Setting Date of Public Hearing regarding a Proposed Annexation of Certain Real Estate Identified as Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, and Lot 1 of Van Meter Country Estates Plat 1 and Certain Real Estate Owned by Edith Westfall, Including Non-Consenting Property as Identified Herein
- 20. Discussion and Possible Action: Resolution #2024-128 to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Arlington Avenue Project, and the taking of bids therefor
- 21. Discussion: Water Main Project Update
- 22. Discussion and Possible Action: Resolution #2024-129 to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Water Main Replacement Phase 1 Project, and the taking of bids therefor
- 23. Discussion and Possible Action: Resolution #2024-130 Approving an Agreement for Design Services with Veenstra & Kimm Microsoft
- 24. Discussion and Possible Action: Council Committees
- 25. Staff Reports
- 26. Committee Reports
- 27. Adjournment

Call to Order

Mayor: The time is 7:00pm on Monday, November 11, 2024. I hereby call this meeting of the Van Meter City Council to order.

## Pledge of Allegiance

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, on Nation under God, indivisible, with liberty and justice for all."* 

## Introductions

City Council, City Staff and Guests will introduce themselves with their name and title/role.

**Civility Statement** 

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:

- Listen attentively
- Respect the opinions of others
- Keep an open mind
- Give constructive feedback, comments, and suggestions
- Avoid personal attacks
- Remember the things we have in common
- Value the People, the Process, and the Results

## Approval of the Agenda

Submitted for: ACTION

Recommendation: APPROVAL

Sample Language:

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

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

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

Mayor: *Roll Call Please.* 

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_

Mayor: The agenda is adopted.

## **Citizen Hearing**

Sample Language:

Mayor: 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, please state your full name. You will have a maximum of <u>three (3) minutes</u> to address the Council.

Under lowa 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 the public comment under Citizen Hearing will be referred to City 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.

## **Consent Agenda**

Submitted for: ACTION

Recommendation: APPROVAL

Sample Language: Mayor: *Would staff please review the Consent Agenda?* 

Staff: Gives review. Staff will provide the Claims List on Monday, November 11, 2024.

Mayor: Does the City Council wish to discuss any item on the Consent Agenda separately? If not, I would entertain a motion to Adopt the Consent Agenda as presented.

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_

Mayor: The Consent Agenda is adopted.

#### City of Van Meter, Iowa

#### City Council Minutes - October 14, 2024

 The Van Meter City Council met for a regular council meeting on Monday, October 14, 2024, at the United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261. Mayor Herman called the meeting to order at 7:00 pm. The following council members were present upon roll call: Joel Akers, Travis Brott, Quin Pelz and Penny Westfall. ABSENT: Blake Grolmus

Staff present: City Attorney Fatino, City Engineer Bob Veenstra, Police Chief Mike Brown, Fire Chief Mark Schmitt, Public Works Director Drew McCombs, Library Director Jonatha Basye, City Clerk Jessica Drake, and City Administrator Liz Faust.

Public Present: Rona Jacobs, Randy Johnson, Hayley Carlson, Taylor Sorenson, members of Boy Scout Troop 120, Volunteer Fire Department Members – Shiloh Sorenson, Paul Latare.

- 2) Mayor Herman led the Pledge of Allegiance.
- 3) Introductions were made.
- 4) Mayor Herman read a Civility Statement setting expectations of respect for the meeting.
- 5) City Administrator noted that Item #12 Field Training Services is no longer needed for discussion & has been pulled from the agenda. Akers moved, supported by Brott, to approve the agenda as amended. On roll call the votes were as follows: Akers YES; Brott YES; Pelz YES; Westfall YES. YES (4) NO (0) ABSTAIN (0) ABSENT (1)
- 6) No public comment was received during the Citizen Hearing.
- 7) Mayor Herman asked for a motion to adopt the consent agenda which included the following:
  - a. Minutes of the October 9, 2024 Planning & Zoning Meeting
  - b. Minutes of the September 9, 2024 City Council Meeting
  - c. Minutes of the September 23, 2024 City Council Workshop
  - d. October Claims List

CLAIMS REPORT		
VENDOR	REFERENCE	AMOUNT
ACCO	CHLORINE - EAST WELL	448
ADT SECURITY SERVICES	ALARM MONITORING SERVICE PLAN	172.62
AFLAC	AFLAC PRETAX	204.12
AGSOURCE COOPERATIVE SERVICES	WA/SW TESTING	61.25
AMAZON CAPITAL SERVICES	SEPT AMAZON PURCHASES	891.89
AMERICAN UNDERGROUND SUPPLY	UTILITY LOCATE PROB	105.14
ARNOLD MOTOR SUPPLY	GREASE FITTING ASSORTMENT	28.99
AT&T MOBILITY	PD CELL PHONES	277.43
BALDON & SON HARDWARE	LOCATE MARKING PAINT	155.25
BANNER FIRE EQUIPMENT	FD UNIFORMS	2,135.98
BASE	NOVEMBER FAS ADMIN FEE	30
BRANDON VIS	8/24 REF CLINIC REIMBURSEMENT	85.5
CALHOUN-BURNS & ASSOC	MICROSOFT - COUNTY BRIDGE INSP	717.25
CHALLENGER TEAMWEAR	SOCCER UNIFORM LATE ORDER	53.42
CHALLENGER TEAMWEAR	SOCCER REF GEAR	616.64
CIVIL ENGINEERING CONSUL	ARLINGTON STREET RESURFACE	13,490.00
CLUB DEVELOPMENT LEAGUE	U13U14 - FIELD RENTAL	276
COMPASS BUSINESS SOLUTIONS	UTILITY BILL PAPER	1,104.94
CULLIGAN	CH 101.70 LIB 45.92	147.62
D AND G AUTO GROUP	2017 EXPLORER CHECK	66.88
DEMCO	2 NEST & FOLD TABLES, 1 LAB	13,188.31
EARLHAM SAVINGS BANK	EBANK EFT ACH FEES	25
EFTPS	FED/FICA TAX	7,040.05
EFTPS	FED/FICA TAX	6,895.98
ELAN FINANCIAL - EBANK CC	OCT CC PURCHASES	2,029.57
FELD FIRE	O2 SENSOR	188
FORTE	WEB PROCESSING FEES	431.28
FORTE	POS PROCESSING FEES	36.25
GALLS LLC	BADGE HOLDER BELT CLIP	17.1
GATEHOUSE MEDIA IA HOLDINGS	9/9 MEETING NOTICE PUBLICATION	356.8
GATEHOUSE MEDIA IA HOLDINGS	LEGAL PUBLICATIONS	80.8
GCMOA	LUNCH & LEARN VAN METER	30
HAWKEYE TRUCK EQUIPMENT	PW SNOWPLOW INSTALL	354.03
HEARTLAND BUSINSES SYSTEM	MANAGED SERVICES	6,693.42
HUDSON SODERHOLM	REFEREE RECERT REIMBURSE	62.5
IOWA LAW ENFORCEMENT ACADEMY	FTO COURSE - COOPER	380
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	618.78

IOWA DEPT OF PUBLIC SAFEY	Q324 IOWA SYS SUBSCRIPTION	300
IOWA DEPARTMENT OF NATURAL RES	2025 WATER USE FEE RENEWAL	115
IOWA LEAGUE OF CITIES	2024-25 MAYOR DUES	30
IOWA PRISON INDUSTRIES	SPEED LIMIT SIGNS - FLAGS	962.28
IPERS	PROTECT IPERS	9,158.74
JONES CREEK APPAREL	FALL APPAREL	811
KARI DAVIS	CPR CARD REIMBURSEMENT	56
KONICA MINOLTA	MONTHLY COPIER MAINTENANCE	35.2
LAURA KUNKEL	CLEANING 8/4,8/21,9/1,9/15 FD	100
LIZ FAUST	Q3 REIMBURSE - MILEAGE	103.45
LOWE'S	PW SUPPLIES	53.56
MACQUEEN	SCBA FLOW TEST	1,661.01
MATHESON TRI GAS INC	OXYGEN - AUGUST	82.53
MIDAMERICAN ENERGY	GAS/ELEC	3,571.43
MIDAMERICAN ENERGY RECPLEX	FIELD RENTAL	3,456.00
ODP BUSINESS SOLUTIONS	NEWSLETTER PAPER	62.99
ORKIN	SERVICE LESS ALL SALES TAX	1.6
PARKING LOT SPECIALTIES	CITY HALL PARKING LOT	1,050.00
PIONEER MANUFACTURING CO	FIELD PAINT	770.7
QUALITY TRAFFIC CONTROL	POSTS & SLEEVES	1,620.00
SELECTIVE INSURANCE CO THE SE	FLOOD INSURANCE - REC COMPLEX	1,635.00
SHELLY JAMES	2024 CITY HALL CLEAN/FEB-OCT	810
STAR EQUIPMENT LTD	EQUIPMENT RENTAL-STREETS	7,995.00
STRYKER SALES CORP	AED INFANT	385.05
SWANK MOVIE LICENSING USA	COPYRIGHT COMPLIANCE	333
TREAS - STATE OF IOWA W/H	STATE TAXES	2,182.27
US POSTMASTER	OCTOBER UTILITY BILLING	346.02
VEENSTRA & KIMM INC	MICROSOFT PRELIM SURVEY - ROAD	47,856.48
VERIZON WIRELESS	SEPT TELECOM CHARGES	760.4
VM UNITED METHODIST CHURCH	<b>RENTAL REGISTRATION - REFUND</b>	20
VM YOUTH FOOTBALL	2024 ADDITIONAL REGISTRATION	1,781.20
WASTE CONNECTIONS	GARBAGE CONTRACT	13,246.80
WASTE SOLUTIONS OF IA	KYBOS - PARKS	1,193.00
WAUKEE POWER EQUIPMENT	PW CHAINSAW PARTS	142.8
WELLS FARGO CC	CREDIT CARD EXPENSES	1,818.91
WEX BANK	PD GAS	2,288.07
WHITFIELD & EDDY PLC	LEGAL SERVICES	4,040.00
WINTERSET MONUMENT CO	MOVE CEMETERY MARKER	400
WOODRUFF CONSTRUCTION	PAY 14 FINAL; PAY 15 RETAINAGE	42,485.00
ZEPHYR INDUSTRIES	LOW SLANT CUTTER FOR TOOLS	812.27
ZIEGLER INC	GENERATOR REPAIR	857.79
Accounts Payable Total		214,887.34
Invoices: Paid		72,230.44
Invoices: Scheduled		142,656.90
GENERAL		77,776.75
PARK OPERATIONS		12,725.04
ROAD USE TAX		5,765.39
LIBRARY TRUST FUND		17,461.93
WATER SUPPLY IMPROVEMENTS		53,874.17
MICROSOFT CAPITAL IMPROVE		27,483.17
WATER		10,233.94
SEWER		9,566.95
TOTAL FUNDS		214,887.34

- e. September Financial Statements
- f. September Building Permit Report
- g. IPAIT Update September 2024
- h. SICOG Update September 2024
- i. Quarterly Investment Report Q3/2024
- j. Resolution #2024-104 Appointment a Member to the VMFD Sorensen
- k. Resolution #2024-105 Approval of Interfund Transfers FY24 & FY25

Councilmember Westfall gave verbal recognition and thank you to the new volunteer fire department member. City Clerk Drake noted that SICOG didn't provide their monthly update. Brott moved, supported by Akers, to adopt the

consent agenda noting the deletion of item pertaining to SICOG. On roll call the votes were as follows: Akers – YES; Brott – YES; Pelz – YES; Westfall – YES. **YES (4) NO (0) ABSTAIN (0) ABSENT (1)** 

- 8) Fire Chief Schmitt discussed the inspection of the 2017 Ford Explorer & stated that it will need new tires. He reiterated that the vehicle would not move from police to EMS until after the new police vehicle has been placed into service. Westfall moved, supported by Pelz, to adopt Resolution #2024-106 Approving the Transfer of Funds from EMS to police relating to a transaction regarding the 2017 Ford Explorer. On roll call the votes were as follows: Akers YES; Brott YES; Pelz YES; Westfall YES. YES (4) NO (0) ABSTAIN (0) ABSENT (1)
- 9) Brott moved, supported by Akers, to adopt Resolution #2024-107 Approving Quote for Asphalt Pavement at the Van Meter Cemetery. On roll call the votes were as follows: Akers YES; Brott YES; Pelz YES; Westfall YES. YES (4) NO (0) ABSTAIN (0) ABSENT (1)
- 10) Brott moved, supported by Westfall, to adopt Resolution #2024-108 Setting Date for Public Hearing on proposed amendments to Chapter 161 Rental Housing Code and Chapter 165 Zoning Regulations relating to Short-Term Vacation Rentals for November 11, 2024 at 7:00pm. On roll call the votes were as follows: Akers – YES; Brott – YES; Pelz – YES; Westfall – YES. YES (4) NO (0) ABSTAIN (0) ABSENT (1)
- 11) City Clerk Drake lead a discussion regarding solar energy arrays. Councilmember Westfall asked about windmills & where the discussion topic started. City Clerk Drake stated that the discussion and consideration started upon recommendation from the City's Building Inspectors and industry trends. Councilman Brott asked for further consideration regarding allowance in business parks. Councilman Akers stated he would review and submit additional questions to staff. Brott moved, supported by Westfall to adopt Resolution #2024-109 Setting Date for Public Hearing on a proposed amendment to Chapter 165 Zoning Regulations relating to Solar Energy Systems for November 11, 2024 at 7:00pm. On roll call the votes were as follows: Akers YES; Brott YES; Pelz YES; Westfall YES. YES (4) NO (0) ABSTAIN (0) ABSENT (1)
- 12) Pulled from the agenda.
- 13) City Clerk Drake provided a Master Trails update. As of the date of the meeting, the City and Bolton & Menk are waiting to be assigned a project manager from the DOT so that additional work can take place.
- 14) City Staff provided written department reports. Administrative staff provided updates on RFP statuses, continuing education activities and cemetery items. Public Works provided an update the Lead Service Inventory and training activities. Police reported that the department responded to 99 calls in September (35 of which were traffic stops) and Traffic Safety Bureau activities. Fire reported on equipment donations from the Associations and reported 25 total calls of which 5 were responded in De Soto and 12 in Van Meter. Van Meter Public Library reported fall programming is underway and that all furniture ordered from grant proceeds has arrived and is in service. Parks & Rec reported that winter sport registrations will take place in October and November & that a large grant has been received for outdoor fitness in the Grand Ridge Estates Park. The City Engineer provided updates on the water main project as it relates to the VMCSD project, watermain project plan update and an update on public infrastructure relating to Vision Park.
- 15) Council members reported on monthly committee meetings. Finance reported on discussions regarding Hotel Motel Tax & requests for inventories from departments. Public Safety reported on upcoming community events & vehicle updates. Public Works noted nothing additional from staff reports. Economic Development noted continued efforts on review of the action items of the Comprehensive Plan. Policy noted an upcoming (1<sup>st</sup>) meeting on 10/18/2024. Library noted nothing additional from staff reports. Parks & Rec reported on upcoming activities for CY24 and future planning for CY25 & new logo. Personnel noted that a meeting would be scheduled in coming weeks.
- 16) Brott moved, supported by Pelz, to adjourn the meeting. On roll call the votes were as follows: Akers YES; Brott YES; Pelz YES; Westfall YES. YES (4) NO (0) ABSTAIN (0) ABSENT (1) Mayor Herman adjourned the meeting at 7:43pm.

Joe Herman, Mayor

Jessica Drake, City Clerk

#### City of Van Meter, Iowa

### City Council Workshop Minutes – October 28, 2024

1) The Van Meter City Council met for a workshop on Monday, October 28, 2024, at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261. Mayor Herman called the meeting to order at 6:06pm. The following council members were present upon roll call: Joel Akers, Travis Brott, Blake Grolmus, Quin Pelz and Penny Westfall.

Staff present: Library Director Jonatha Basye, Fire Chief Mark Schmitt, Police Chief Michael Brown, City Clerk Jessica Drake and City Administrator Liz Faust.

2) Pelz moved, supported by Brott, to approve the agenda. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall - YES. YES (5) NO (0) ABSTAIN (0) ABSENT (0)

 Invision Architecture presented to the Council in response to a submission to the City's Request for Proposal for Architecture and Engineering Services.

4) OPN Architects presented to the Council in response to a submission to the City's Request for Proposal for Architecture and Engineering Services.

5) Council & staff discussed the presentations from both firms. 4 of the 5 council members noted that Invision was their top choice. One noted that OPN was due to the experience with public safety. 2 staff members stated their preference was OPN due to public safety & library experience. 1 staff member had no preference. 2 staff members stated their preference of Invision. All council members & staff agreed that either firm would be good. Grolmus moved, supported by Akers, to award the contract for Architecture and Engineering Services to Invision Architecture. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. Council member Westfall noted that her vote to approve Invision requires that they are held to high standards regarding the historical nature of the building. YES (5) NO (0) ABSTAIN (0) ABSENT (0)

6) Council engaged in discussion regarding the action items in the City's Comprehensive Plan. Staff noted the proposed changes and will bring forward additional information on the process to amend the Comprehensive Plan.
7) Brott moved, supported by Grolmus, to adjourn. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall - YES. YES (5) NO (0) ABSTAIN (0) ABSENT (0) Mayor Herman adjourned the meeting at 8:40pm.

BKRECN10 Thu Nov 7, 2024 2:38 PM 09.21.21

City of Van Meter IA BANK STATEMENT RECONCILIATION CALENDAR 10/2024 FISCAL 4/2025

OPER: LT JRNL:4360

				CALENDAR 10/2024 FISCAL 4/2025					
Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other	No Cl	necks	Deposits	
1 CHECKING-EARLH	IAM SAVINGS	BK#1				Beginning	Statement	Balance	4,164,431.00
8318413	10/01/2024	RM						101.64	
8318426	10/02/2024							3,674.05	
8318427	10/03/2024							200.00	
8318432	10/04/2024							522.45	
8318433	10/07/2024							2,202.52	
8318434	10/08/2024							1,436.48	
8318436	10/09/2024							508.93	
8318437	10/01/2024							155.36	
8318438	10/02/2024							89.84	
8318439	10/02/2024							566.98	
8318440	10/03/2024							218.43	
8318441	10/03/2024							855.35	
8318442	10/04/2024							117.91	
8318443	10/04/2024							300.48	
8318444	10/04/2024							446.33	
8318445	10/07/2024		•					81.23	
8318446	10/07/2024							594.94	
8318447	10/08/2024							782.10	
8318448	10/08/2024							109.09	
8318449	10/09/2024							267.53	
8318450	10/09/2024							602.81	
8318451	10/10/2024							60.00	
8318452	10/10/2024							1,321.63	
8318453	10/10/2024							3,730.43	
8318454	10/08/2024							109.28	
8318455	10/15/2024	BK	0	CTOBER ACH UTILITY DEPOSITS				35,896.94	
8318456	10/10/2024	RM						7,042.20	
8318457	10/11/2024	RM						1,813.62	
8318459	10/14/2024	RM						4,912.44	
8318460	10/15/2024	RM						5,983.16	
8318461	10/11/2024							83.98	
8318462	10/11/2024	BK						532.42	
8318463	10/15/2024							671.37	
8318464	10/14/2024							929.88	
8318465	10/16/2024							676.90	
8318466	10/16/2024							1,684.97	
8318467	10/16/2024							499.10	
8318468	10/16/2024							1,869.73	
8318469	10/17/2024							16,622.84	
8318470	10/17/2024							339.56	
8318471	10/16/2024							275.41	
8318472	10/18/2024							327.66	
8318473	10/17/2024							1,696.46	
8318474	10/17/2024							270.78	
8318475	10/17/2024							1,032.95	
8318476	10/15/2024							195.00	
8318477	10/18/2024							795.30	
8318478	10/18/2024							1,219.76	
8318479	10/18/2024							879.87	
8318480	10/15/2024							141.74	
8318481	10/21/2024							1,326.54	
8318482	10/22/2024	Кľ						6,346.59	

BKRECN10 Thu Nov 7, 2024 2:38 PM 09.21.21

### City of Van Meter IA BANK STATEMENT RECONCILIATION CALENDAR 10/2024 FISCAL 4/2025

OPER: LT JRNL:4360

				CALENDAR 10/2024 FISCAL 4/2	025			
Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits	
1 CHECKING-EARLH	AM SAVINGS	BK#1			- C(	ontinued -		
8318483	10/23/2024	RM					222.84	
8318484	10/24/2024						87.22	
8318485	10/25/2024						55.00	
8318486	10/28/2024						456.54	
8318487	10/21/2024						461.67	
8318488	10/22/2024						618.11	
8318489	10/23/2024						92.25	
8318490	10/23/2024						316.95	
8318491	10/24/2024						716.92	
8318492	10/25/2024						194.73	
8318493	10/28/2024						654.81	
8318494	10/28/2024						246.73	
8318495	10/23/2024						374.15	
8318496	10/21/2024						343.86	
8318497	10/29/2024						6,580.55	
8318498	10/30/2024						2,117.00	
8318499	10/31/2024						18,949.74	
8318500	10/29/2024						39,672.30	
8318501	10/29/2024						135.97	
8318502	10/29/2024						671.35	
8318503	10/30/2024						30.00	
8318504	10/30/2024						191.74	
8318505	10/31/2024	BK					1,183.58	
8318506	10/31/2024	BK					1,500.12	
8318507	10/30/2024	BK					1,340.92	
8318508	10/23/2024	GL					52,679.30	
8318510	10/30/2024	GL					4,517.51	
8318521	10/11/2024	GL					1,952.59	
8318523	10/11/2024	GL					589,288.66	
32778	7/08/2024	AP	1319 C	URTIS GESKING		40.00		
32951*	10/01/2024	AP	16 U	S POSTMASTER		346.02		
32952	10/09/2024	AP	212 G	CMOA		30.00		
	10/15/2024		6 A			448.00		
	10/15/2024			DT SECURITY SERVICES		172.62		
	10/15/2024			GSOURCE COOPERATIVE SERVICES		61.25		
32956	10/15/2024			MAZON CAPITAL SERVICES		891.89		
32957	10/15/2024			MERICAN UNDERGROUND SUPPLY		105.14		
32958	10/15/2024			RNOLD MOTOR SUPPLY		28.99		
32959	10/15/2024			T&T MOBILITY		277.43		
32960	10/15/2024			ALDON & SON HARDWARE		155.25		
32961	10/15/2024			ANNER FIRE EQUIPMENT		2,135.98		
32962	10/15/2024		1242 B			30.00		
	10/15/2024			ALHOUN-BURNS & ASSOC		717.25		
32965	10/15/2024			IVIL ENGINEERING CONSUL		13,490.00		
	10/15/2024			OMPASS BUSINESS SOLUTIONS		1,104.94		
32968	10/15/2024			ULLIGAN		147.62		
32968	10/13/2024			AND G AUTO GROUP		66.88		
32969			414 D					
	10/15/2024					13,188.31		
32971	10/15/2024			LAN FINANCIAL - EBANK CC		2,029.57		
32972	10/15/2024		263 F			188.00		
32973	10/15/2024		107 G			17.10		
32974	10/15/2024	AP	280 H	AWKEYE TRUCK EQUIPMENT		354.03		

BKRECN10 Thu Nov 7, 2024 2:38 PM 09.21.21

#### City of Van Meter IA BANK STATEMENT RECONCILIATION CALENDAR 10/2024 FISCAL 4/2025

OPER: LT JRNL:4360

Transaction No	Date	Mod	Empl/Vend Vendor/Employee Name	Other No Checks Deposits	
CHECKING-EARLHA	M SAVINGS	BK#1	1277 HEARTLAND BUSINSES SYSTEM 1179 HUDSON SODERHOLM 81 INDUSTRIAL CHEM LABS 14 IOWA DEPARTMENT OF NATURAL 9 IOWA LEAGUE OF CITIES 228 JONES CREEK APPAREL 5 KONICA MINOLTA 707 LAURA KUNKEL 268 LIZ FAUST 44 LOWE'S 1333 MACQUEEN 26 MATHESON TRI GAS INC 24 MIDAMERICAN ENERGY 11 ODP BUSINESS SOLUTIONS 1250 ORKIN 1238 PARKING LOT SPECIALTIES 935 PIONEER MANUFACTURING CO 1218 QUALITY TRAFFIC CONTROL 854 SELECTIVE INSURANCE CO THE 453 SHELLY JAMES 301 STAR EQUIPMENT LTD 821 SWANK MOVIE LICENSING USA 35 VEENSTRA & KIMM INC 4 VERIZON WIRELESS 1321 VM UNITED METHODIST CHURCH 577 VM YOUTH FOOTBALL 22 WASTE CONNECTIONS 820 WASTE SOLUTIONS OF IA 889 WAUKEE POWER EQUIPMENT 180 WELLS FARGO CC 28 WHITFIELD & EDDY PLC 1329 WINTERSET MONUMENT CO 1335 ZEPHYR INDUSTRIES 328 ZIEGLER INC	- continued -	
32977*	10/15/2024	AP	1277 HEARTLAND BUSINSES SYSTEM	6,693.42	
32978	10/15/2024	AP	1179 HUDSON SODERHOLM	62.50	
32980*	10/15/2024	AP	81 INDUSTRIAL CHEM LABS	618.78	
32982*	10/15/2024	AP	14 IOWA DEPARTMENT OF NATURAL	. RES 115.00	
32983	10/15/2024	AP	9 IOWA LEAGUE OF CITIES	30.00	
32985*	10/15/2024	AP	228 JONES CREEK APPAREL	811.00	
32987*	10/15/2024	AP	5 KONICA MINOLTA	35.20	
32988	10/15/2024	AP	707 LAURA KUNKEL	100.00	
32989	10/15/2024	AP	268 LIZ FAUST	103.45	
32990	10/15/2024	AP	44 LOWE'S	53.56	
32991	10/15/2024	AP	1333 MACQUEEN	1,661.01	
32992	10/15/2024	AP	26 MATHESON TRI GAS INC	82.53	
32993	10/15/2024	AP	24 MIDAMERICAN ENERGY	3,571.43	
32995*	10/15/2024	AP	11 ODP BUSINESS SOLUTIONS	62.99	
32996	10/15/2024	AP	1250 ORKIN	1.60	
32997	10/15/2024	AP	1238 PARKING LOT SPECIALTIES	1.050.00	
32998	10/15/2024	AP	935 PIONEER MANUFACTURING CO	770.70	
32999	10/15/2024	AP	1218 OUALITY TRAFFIC CONTROL	1.620.00	
33000	10/15/2024	AP	854 SELECTIVE INSURANCE CO THE	SE 1.635.00	
33001	10/15/2024	AP	453 SHELLY JAMES	810.00	
33002	10/15/2024	AP	301 STAR EQUIPMENT LTD	7,995,00	
33004*	10/15/2024	AP	821 SWANK MOVIE LICENSING USA	333.00	
33005	10/15/2024	AP	35 VEENSTRA & KIMM INC	47.856.48	
33006	10/15/2024	AP	4 VERIZON WIRELESS	760.40	
33007	10/15/2024	AP	1321 VM UNITED METHODIST CHURCH	20.00	
33008	10/15/2024	AP	577 VM YOUTH FOOTBALL	1.781.20	
33009	10/15/2024	AP	22 WASTE CONNECTIONS	13,246,80	
33010	10/15/2024	AP	820 WASTE SOLUTIONS OF IA	1,193.00	
33011	10/15/2024	AP	889 WAUKEE POWER EQUIPMENT	142.80	
33013*	10/15/2024	AP	180 WELLS FARGO CC	1.818.91	
33014	10/15/2024	AP	28 WHITFIELD & EDDY PLC	4.040.00	
33015	10/15/2024	AP	1329 WINTERSET MONUMENT CO	400.00	
33016	10/15/2024	AP	1335 ZEPHYR INDUSTRIES	812.27	
33017	10/15/2024	AP	328 ZIEGLER INC	857.79	
	10/31/2024			1,741.36	
	10/11/2024		1 ELIZABETH I FAUST	2,795.76	
	10/11/2024		69 MICHAEL A BROWN	2,229.52	
	10/11/2024		120 EMMA G BACKSTROM	128.14	
	10/11/2024		125 MARK J SCHMITT	295.57	
	10/11/2024		132 DREW A MCCOMBS	2,492.06	
	10/11/2024		134 JESSICA S DRAKE	50.00	
	10/11/2024		134 JESSICA S DRAKE	2,215.52	
	10/11/2024		135 SHANE M LUVAAS	1,691.71	
	10/11/2024		139 ANDREW E COOPER	1,688.62	
	10/11/2024		140 JONATHA J BASYE	1,523.62	
	10/11/2024		142 ADIN DELIC	1,684.04	
	10/11/2024		146 CALE P MCCLAIN	88.07	
	10/11/2024		149 JOAN R VON RUDEN KRUGER	763.98	
	10/11/2024		157 SPENCER M LEONARD	1,412.98	
	10/11/2024		158 SAM CHIA	1,327.42	
	10/11/2024		159 LARAIN V CLIMER	1,367.91	
		1.1.5			

BKRECN10Thu Nov 7, 2024 2:38 PMCity of Van Meter IAOPER: LT00 21 21BANK STATEMENT RECONCILIATIONJRNL:4360 BANK STATEMENT MECONCELL CALENDAR 10/2024 FISCAL 4/2025

Transaction No Date Mod Empl/Vend Vendor/Employee Name Other No Checks Deposits 
 ECKING-EARLHAM SAVINGS
 BK#1
 - continued 

 4188
 10/25/2024
 PR
 69
 MICHAEL A BROWN
 2,229,52

 4189
 10/25/2024
 PR
 120
 FMMA G BACKSTROM
 90.27

 4191
 10/25/2024
 PR
 132
 DREW A MCCOMBS
 2,492.06

 4192
 10/25/2024
 PR
 134
 JESSICA S DRAKE
 2,242.36

 4194
 10/25/2024
 PR
 134
 JESSICA S DRAKE
 2,242.36

 4194
 10/25/2024
 PR
 135
 SHANE M LUVAAS
 1,692.66

 4195
 10/25/2024
 PR
 140
 JONTHA J BASYE
 1,523.62

 4196
 10/25/2024
 PR
 140
 JONTHA J BASYE
 1,523.62

 4198
 10/25/2024
 PR
 140
 JONTHA J BASYE
 1,438.89

 4200
 10/25/2024
 PR
 140
 JONR NOR RUBEL KRUGER
 \$80.68

 4200
 10/25/2024
 PR
 155
 SPENCER M LEONARD
 1,413.81

 4202
 10/25/2024
 PR</ 1 CHECKING-EARLHAM SAVINGS BK#1 - continued -Fund Description 
 001
 GENERAL
 96,072.37
 294,032.77

 059
 PARK OPERATIONS
 11,601.64
 5,363.51

 060
 GAS/ELEC FRANCHSIE FEE
 18,934.73

 110
 ROAD USE TAX
 9,678.00
 16,622.84

 112
 EMPLOYEE BENEFITS
 8,144.86
 130,386.45

 113
 EMERGENCY FUND
 20,673.22
 20

 121
 LOCAL OPTION SALES TAX
 39,672.30

 125
 TIF-CR ESTATE
 176,489.85

 182
 LIBRARY TRUST FUND
 22,573.42
 54,158.85

 200
 DEBT SERVICE
 12,614.36

 200
 DEBT SERVICE
 12,014.30

 330
 WATER SUPPLY IMPROVEMENTS
 11,389.17

 340
 MICROSOFT CAPITAL IMPROVE
 27,483.17

 600
 WATER
 25,994.71
 31,427.42

 610
 SEWER
 20,009.34
 14,508.72

BKRECN10 Thu Nov 7, 2024 2:38 PM 09.21.21			City of Van Meter IA BANK STATEMENT RECONCILIATION CALENDAR 10/2024 FISCAL 4/2025		OPER: LT JRNL:4360		5			
Transaction	No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits		
					Fund Grand Total		232,946.68	794,211.80		
						Er	ding Statement I	Balance	4,772,001	.75

BKRECN10 Thu Nov 7, 2024 2:38 PM 09.21.21		City of Van Meter IA BANK STATEMENT RECONCILIATION CALENDAR 10/2024 FISCAL 4/2025		OPER: LT JRNL:4360		PAGE	6			
Transaction N	10	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other I	No Checks	Deposits		
1 CHECKING-EA	ARLHAM	SAVINGS	BK#1		109 Credit T 82 Debit Tr		Beginning Statement 232,946.68 Ending Statement Ba	840,517.43	4,164,431. 4,772,001.	

## BANK CASH REPORT

-	GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	TRANSACTIONS	OCT BANK BALANCE
	CHECKING-EARLHAM SAVINGS BK#1						
NK	CHECKING-EARLHAM SAVINGS BK#1						4,772,001.75
)1	CHECKING - GENERAL	91,242.67-	306,085.30	93,724.12	121,118.51	2,932.41	
19	CHECKING - VEHICLE INSPECTION	38,491.91-	0.00	0.00	38,491.91-		
51	CHECKING - LIBRARY BUILDING	14,491.62	0.00	0.00	14,491.62		
52	CHECKING - PW VEHICLE REPLACE	7,000.00	0.00	0.00	7,000.00		
3	CHECKING - FD VEHICLE REPLACE	18,085.10	0.00	0.00	18,085.10		
4	CHECKING - POLICE VEHICLE REP	10,518.75	0.00	0.00	10,518.75		
5	CHECKING - 1ST RES VEHICLE REP		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	0.00	0.00	0.00		300.00	
9	PARK OPS CHECKING	106,753.93-	5,986.26	14,747.79		12,301.30	
60	CHECKING	333,973.37	19,028.83	0.00	353,002.20		
.0	CHECKING - ROAD USE TAX	298,575.76	17,026.86	8,820.52	306,782.10	194.98	
.2		110,148.19-	130,386.45	13,829.17			
9	CHECKING - EMERGENCY FUND	36,310.17	0.00	0.00	36,310.17		
1	CHECKING - L.O.S.T.	1,141,317.75		0.00			
	INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
5	CHECKING - TIF CR ESTATE		176,489.85		478,725.17		
6	CHECKING - TIF WH PINES SUBDIV	95,914.48	0.00	0.00	95,914.48		
7	CHECKING - TIF POLK CO BANK	68,617.52	0.00	0.00	68,617.52		
8	CHECKING - TIF STANDBROUGH		0.00	0.00	36,450.64		
9	CHECKING - TIF LMI		0.00	0.00	119,827.09		
0	CHECKING - PARK/REC TRUST	14,211.32-	0.00	0.00	14,211.32-		
1	CHECKING - REC TRUST	35,099.42	0.00	0.00	35,099.42		
2	CHECKING - LIBRARY TRUST	39,922.12-		21,878.52		524.09	
3	CHECKING - VM COMMUNITY BETTER		0.00	0.00	0.00		
4	CHECKING - CDBG HOUSING PROJ	0.00	0.00	0.00	0.00		
5	CHECKING - REC CAPITAL	0.00	0.00	0.00			
6	CHECKING - SITE CERT/WA	18,170.62	0.00	0.00	18,170.62		
0	CHECKING - DEBT SERVICE	4,195.03-	12,614.36	0.00			
5	CHECKING - WATER DEBT SERVICE	0.00	0.00	0.00	0.00		
3	CHECKING - DEBT SERVICE-LIFT	0.00	0.00	0.00	0.00		
0	CHECKING - SIDEWALK PROJECT	0.00	0.00	0.00	0.00		
0		237,117.06	0.00	0.00	237,117.06		
0	CASH - CAPTIAL IMPROVE OTHER	381,905.73-	0.00	0.00	381,905.73-		
0	CASH MTCDOSOFT CADITAL IMDDDOV	828,437.91	0.00	11,389.17	817,048.74		
0	CASH-MICROSOFT CAPITAL IMPRPOV	0.00	0.00	27,483.17	27,483.17-		
0	CHECKING - PERPETUAL CARE	32,010.00		0.00	32,010.00 849,298.25	2 100 00	
0	CHECKING - WATER	822,420.74	58,404.58	31,527.07		2,409.86	
6	CHECKING - WATER MAIN PROJ	35,564.79	0.00	0.00	35,564.79 365,206.88	498.42	
0	CHECKING - SEWER	349,985.91	34,149.95 0.00	18,928.98 0.00	20,000.00-	470.42	
2	CHECKING - LAGOON DEBT SERVICE	20,000.00-					
0	CASH DENDTHC CREDIT CARD DEDOSTTS	100,270.65	0.00	0.00	100,270.65	1 770 24	
	PENDING CREDIT-CARD DEPOSITS					1,729.34	
	DEPOSITS					439.56-	

## BANK CASH REPORT

FUND	BANK NAME Gl name		SEPTEMBER CASH BALANCE	OCTOBER RECEIPTS	OCTOBER DISBURSMENTS	OCTOBER CASH BALANCE	OUTSTANDING TRANSACTIONS	OCT BANK BALANCE
	SAVINGS-WELLS FARGO	BK#2						
BANK 001 052 053 055 056 181 183 600	SAVINGS-WELLS FARGO SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S	BK#2	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$		
	SAVINGS-WELLS FARGO TO	OTALS	0.00	0.00	0.00	0.00	0.00	0.00
	IPAIT	BK#3						
BANK 049 051 054 057 110 125 126 127 180 182 500 610 612	IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT IPAIT	BK#3	38,491.91 1,186.72 5,631.25 3,000.00 0.00 34,818.80 40,000.00 10,000.00 20,613.79 16,870.91 9,100.00 30,615.42 34,490.00	0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	38,491.91 1,186.72 5,631.25 3,000.00 0.00 34,818.80 40,000.00 10,000.00 20,613.79 16,870.91 9,100.00 30,615.42 34,490.00	244,818.80	0.00
	IPAIT TOTALS		244,818.80	0.00	0.00	244,818.80	244,818.80-	0.00
BANK 001 059 600	PETTY CASH  PETTY CASH PETTY CASH PETTY CASH PETTY CASH	BK#4  BK#4	100.00 200.00 30.00	0.00 0.00 0.00	0.00 0.00 0.00	100.00 200.00 30.00		330.00
	PETTY CASH TOTALS		330.00	0.00	0.00	330.00	0.00	330.00
	Earlham Savings Bank	BK#5						
BANK 049 051 054 057 125 126 127 180	Earlham Savings Bank SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S	BK#5	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 145.89 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 145.89-\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$		250,000.00

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## BANK CASH REPORT

FUND	BANK NAME Gl name	SEPTEMBER CASH BALANCE	OCTOBER RECEIPTS	OCTOBER DISBURSMENTS	OCTOBER CASH BALANCE	OUTSTANDING TRANSACTIONS	OCT BANK Balance
182 500 610 612	SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S SAVINGS/CD'S WITHDRAWALS TRANSFER-OUT	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	5,327.09 244,818.80-	
	Earlham Savings Bank TOTALS	145.89-	0.00	0.00	145.89-	250,145.89	250,000.00
====	TOTAL OF ALL BANKS	4,386,641.75	854,820.14	242,328.51	4,999,133.38	23,198.37	5,022,331.75

#### TREASURER'S REPORT CALENDAR 10/2024, FISCAL 4/2025

Page	1-
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ACCO	UNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE	
001	GENERAL	91,142.67-	302,244.31	90,177.09	293.96	121,218.51	
049	VEHICLE INSPECTION FUND						
051	LIBRARY BUILDING FUND	15,678.34				15,678.34	
052	PW-VEHICLE REPLACEMENT	7,000.00				7,000.00	
053	FD-VEHICLE REPLACEMENT	18,085.10				18,085.10	
054	VEHICLE REPLACEMENT-POL	16,150.00				16,150.00	
055	VEHICLE REPLACEMENT-FIR	1,115.07				1,115.07	
056	TECHNOLOGY REPLACEMENT-	5,000.00				5,000.00	
057	BUILDING REPAIR RESERVE	3,000.00				3,000.00	
058	FARMERS MARKET						
059	PARK OPERATIONS	106,553.93-	5,363.51	14,125.04		115,315.46-	
060	GAS/ELEC FRANCHSIE FEE	333,973.37	19,028.83			353,002.20	
110	ROAD USE TAX	298,575.76	16,622.84	8,416.50		306,782.10	
112	EMPLOYEE BENEFITS	110,148.19-	130,386.45	13,829.17		6,409.09	
119	EMERGENCY FUND	36,310.17				36,310.17	
121	LOCAL OPTION SALES TAX	1,141,317.75	39,672.30			1,180,990.05	
125	TIF-CR ESTATE	336,908.23	176,489.85			513,398.08	
126	TIF-WH PINES SUBDIVISIO	135,914.48				135,914.48	
127	TIF-POLK CO. BANK	78,617.52				78,617.52	
128	TIF-STANDBROUGH	36,450.64				36,450.64	
129	TIF ORIGINAL (420-844)	119,827.09				119,827.09	
180	PARK TRUST FUND	6,402.47				6,402.47	
181	REC TRUST	35,099.42				35,099.42	
182	LIBRARY TRUST FUND	23,051.21-	54,158.85	21,061.97		10,045.67	
183	VM COMMUNITY BETTERMENT		,				
184	CDBG/HOUSING PROJECT						
185	REC CAPITAL FUND						
186	SITE CERT/WA PROJECT	18,170.62				18,170.62	
200	DEBT SERVICE	4,195.03-	12,614.36			8,419.33	
205	DEBT SERVICE-WATER	· ,					
213	DEBT SERVICE-LIFT STATIC	IN					
300	SIDEWALK CAPITAL PROJECT						
310	TRINDLE CITY PROJECTS	237,117.06				237,117.06	
320	CIP - BUILDING PROJECT	381,905.73-				381,905.73-	
330	WATER SUPPLY IMPROVEMEN	828,437.91		11,389.17		817,048.74	
340	MICROSOFT CAPITAL IMPROV			27,483.17		27,483.17-	
500	CEMETARY-PERPETUAL CARE	41,110.00		,		41,110.00	
600	WATER	822,450.74	51,037.08	24,214.51	54.94	849,328.25	
606	WATER MAIN PROJECT	35,564.79	51,007100		31131	35,564.79	
610	SEWER	380,601.33	33,733.75	18,567.70	54.92	395,822.30	
612	DEBT SERVICE-SEWER LAGO	14,490.00	551155115	10,001110	51152	14,490.00	
620	CARES ACT PROJECT FUND	100,270.65				100,270.65	
ULU							
	Report Total	4,386,641.75	841,352.13	229,264.32	403.82	4,999,133.38	

#### BALANCE SHEET CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	
001-000-1110 049-000-1110 051-000-1110 052-000-1110 053-000-1110 054-000-1110 055-000-1110	CHECKING - GENERAL CHECKING - VEHICLE INSPECTION CHECKING - LIBRARY BUILDING CHECKING - PW VEHICLE REPLACE CHECKING - FD VEHICLE REPLACE CHECKING - POLICE VEHICLE REP CHECKING - 1ST RES VEHICLE REP	212,361.18	121,118.51 38,491.91- 14,491.62 7,000.00 18,085.10 10,518.75 1,115.07	
056-000-1110 059-000-1110 110-000-1110 112-000-1110 119-000-1110 121-000-1110 125-000-1110	CHECKING - TECHNOLOGY REPLACE PARK OPS CHECKING CHECKING - ROAD USE TAX CHECKING - ROAD USE TAX CHECKING - EMPLOYEE BENEFITS CHECKING - EMERGENCY FUND CHECKING - L.O.S.T. CHECKING - TIF CR ESTATE	8,761.53- 19,028.83 8,206.34 116,557.28 39,672.30 176,489.85	5,000.00 115,515.46- 353,002.20 306,782.10 6,409.09 36,310.17 1,180,990.05 478,725.17	
126-000-1110 126-000-1110 128-000-1110 129-000-1110 180-000-1110 181-000-1110 182-000-1110	CHECKING - TIF WH PINES SUBDIV CHECKING - TIF POLK CO BANK CHECKING - TIF STANDBROUGH CHECKING - TIF LMI CHECKING - PARK/REC TRUST CHECKING - REC TRUST CHECKING - LIBRARY TRUST	33,096.88	95,914.48 68,617.52 36,450.64 119,827.09 14,211.32- 35,099.42 6,825.24-	
186-000-1110 200-000-1110 310-000-1110 320-000-1110 330-000-1110 340-000-1110	CHECKING - SITE CERT/WA CHECKING - DEBT SERVICE CASH CASH - CAPTIAL IMPROVE OTHER CASH CASH-MICROSOFT CAPITAL IMPRPOV	12,614.36 11,389.17- 27,483.17-	18,170.62 8,419.33 237,117.06 381,905.73- 817,048.74 27,483.17-	
500-000-1110 600-000-1110 606-000-1110 610-000-1110 612-000-1110 620-000-1110	CHECKING - PERPETUAL CARE CHECKING - WATER CHECKING - WATER MAIN PROJ CHECKING - SEWER CHECKING - LAGOON DEBT SERVICE CASH	26,877.51 15,220.97	32,010.00 849,298.25 35,564.79 365,206.88 20,000.00- 100,270.65	
001-000-1120	CASH TOTAL PETTY CASH	612,491.63	4,754,130.47	
059-000-1120 600-000-1120	PETTY CASH PETTY CASH PETTY CASH TOTAL	.00	200.00 30.00 330.00	
049-000-1150 051-000-1150 054-000-1150 057-000-1150 125-000-1150 126-000-1150	IPAIT IPAIT IPAIT IPAIT IPAIT		38,491.91 1,186.72 5,631.25 3,000.00 34,818.80 40,000.00	

### BALANCE SHEET CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
127-000-1150 180-000-1150 182-000-1150 500-000-1150	IPAIT IPAIT IPAIT IPAIT		10,000.00 20,613.79 16,870.91 9,100.00
610-000-1150 612-000-1150	IPAIT IPAIT		30,615.42 34,490.00
	IPAIT TOTAL	.00	244,818.80
125-000-1160	SAVINGS/CD'S		145.89-
	SAVINGS/CD'S TOTAL	.00	145.89-
	TOTAL CASH	612,491.63	4,999,133.38

Statement Writer: 00 Report Format: CASH

Thu Nov 7, 2024 4:27 PM

#### REVENUE REPORT CALENDAR 10/2024, FISCAL 4/2025

Page 1

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE			PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	1,080,786.00	302,244.31	523,571.34	48.44	557,214.66
	PW-VEHICLE REPLACEMENT TOTAL	50,000.00	.00	.00	.00	50,000.00
	PARK OPERATIONS TOTAL	201,000.00	5,363.51	28,185.91	14.02	172,814.09
	GAS/ELEC FRANCHSIE FEE TOTAL	82,000.00	19,028.83	33,045.83	40.30	48,954.17
	ROAD USE TAX TOTAL	514,000.00	16,622.84	72,668.81	14.14	441,331.19
	EMPLOYEE BENEFITS TOTAL	184,406.00	130,386.45	140,704.01	76.30	43,701.99
	EMERGENCY FUND TOTAL	14,000.00	.00	8.89	.06	13,991.11
	LOCAL OPTION SALES TAX TOTAL	430,000.00	39,672.30	143,760.51	33.43	286,239.49
	TIF-CR ESTATE TOTAL	161,156.00	176,489.85	190,556.86	118.24	29,400.86-
	TIF ORIGINAL (420-844) TOTAL	4,008.00	.00	.00	.00	4,008.00
	LIBRARY TRUST FUND TOTAL	149,100.00	54,158.85	55,448.85	37.19	93,651.15
	DEBT SERVICE TOTAL	128,688.00	12,614.36	13,713.37	10.66	114,974.63
	CIP - BUILDING PROJECT TOTAL	18,171.00	.00	16,131.04	88.77	2,039.96
	CEMETARY-PERPETUAL CARE TOTAL	2,600.00	.00	200.00	7.69	2,400.00
	WATER TOTAL	616,500.00	51,037.08	186,801.95	30.30	429,698.05
	SEWER TOTAL	382,500.00	33,733.75	122,394.50	32.00	260,105.50
	TOTAL REVENUE BY FUND	4,018,915.00	841,352.13	1,527,191.87	38.00	2,491,723.13

**CITY OF VAN METER** 

Thu Nov 7, 2024 4:27 PM

## BUDGET REPORT CALENDAR 10/2024, FISCAL 4/2025

Page 1

PCT OF FISCAL YTD 33.3%

CCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT Expended	UNEXPENDED	
	GENERAL TOTAL	1,322,835.00	90,177.09	386,343.09	29.21	936,491.91	
	LIBRARY BUILDING FUND TOTAL	15,837.00	.00	.00	.00	15,837.00	
	PW-VEHICLE REPLACEMENT TOTAL	14,492.00	.00	.00	.00	14,492.00	
	VEHICLE REPLACEMENT-FIRST TOTA	1,115.00	.00	.00	.00	1,115.00	
	PARK OPERATIONS TOTAL	171,900.00	14,125.04	80,272.16	46.70	91,627.84	
	GAS/ELEC FRANCHSIE FEE TOTAL	82,000.00	.00	.00	.00	82,000.00	
	ROAD USE TAX TOTAL	513,500.00	8,416.50	201,422.32	39.23	312,077.68	
	EMPLOYEE BENEFITS TOTAL	181,500.00	13,829.17	59,623.33	32.85	121,876.67	
	LOCAL OPTION SALES TAX TOTAL	82,000.00	.00	.00	.00	82,000.00	
	TIF-CR ESTATE TOTAL	46,700.00	.00	.00	.00	46,700.00	
	TIF-STANDBROUGH TOTAL	100,000.00	.00	.00	.00	100,000.00	
	LIBRARY TRUST FUND TOTAL	149,100.00	21,061.97	73,965.49	49.61	75,134.51	
	SITE CERT/WA PROJECT TOTAL	18,171.00	.00	.00	.00	18,171.00	
	DEBT SERVICE TOTAL	246,000.00	.00	.00	.00	246,000.00	
	CIP - BUILDING PROJECT TOTAL	.00	.00	523,537.77	.00	523,537.77-	
	WATER SUPPLY IMPROVEMENTS TOTA	1,450,000.00	11,389.17	102,268.85	7.05	1,347,731.15	
	MICROSOFT CAPITAL IMPROVE TOTA	.00	27,483.17	27,483.17	.00	27,483.17-	

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**CITY OF VAN METER** 

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### BUDGET REPORT CALENDAR 10/2024, FISCAL 4/2025

Page 2

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT Expended	UNEXPENDED
	WATER TOTAL	552,900.00	24,214.51	160,380.17	29.01	392,519.83
	SEWER TOTAL	334,700.00	18,567.70	153,642.94	45.90	181,057.06
	TOTAL EXPENSES BY FUND	5,282,750.00	229,264.32	1,768,939.29		3,513,810.71

#### BUDGET REPORT CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT Expended	UNEXPENDED
	POLICE TOTAL EMERGENCY MANAGEMENT TOTAL FIRE TOTAL AMBULANCE TOTAL ANIMAL CONTROL TOTAL	429,300.00 3,000.00 142,535.00 18,600.00 2,000.00	28,962.70 13.50 6,944.07 984.94 .00	53.32 35,637.88	1.78 25.00 23.53	311,749.40 2,946.68 106,897.12 14,223.61 2,000.00
	PUBLIC SAFETY TOTAL	595,435.00	36,905.21	157,618.19	26.47	437,816.81
	ROADS, BRIDGES, SIDEWALKS TOTA STREET LIGHTING TOTAL GARBAGE TOTAL	674,200.00 3,000.00 148,400.00	33,638.53 238.50 13,246.80	258,223.74 952.47 50,788.29	38.30 31.75 34.22	415,976.26 2,047.53 97,611.71
	PUBLIC WORKS TOTAL	825,600.00	47,123.83	309,964.50	37.54	
	LIBRARY TOTAL PARKS TOTAL RECREATION TOTAL CEMETERY TOTAL	174,300.00 3,300.00 173,600.00 1,500.00	23,020.56 1,305.54 13,802.25 400.00	82,999.34 2,138.40 83,169.85 2,620.33	47.62 64.80 47.91 174.69	91,300.66 1,161.60 90,430.15 1,120.33-
	CULTURE & RECREATION TOTAL	352,700.00	38,528.35	170,927.92	48.46	181,772.08
	ECONOMIC DEVELOPMENT TOTAL PLANNING & ZONING TOTAL OTHER COMM & ECO DEV TOTAL	54,900.00 107,000.00 100,000.00	.00 6,036.77 .00	2,770.57 50,238.56 .00	5.05 46.95 .00	52,129.43 56,761.44 100,000.00
	COMMUNITY & ECONOMIC DEV TOTA		6,036.77	53,009.13	20.24	208,890.87
	MAYOR/COUNCIL/CITY MGR TOTAL CLERK/TREASURER/ADM TOTAL ELECTIONS TOTAL LEGAL SERVICES/ATTORNEY TOTAL CITY HALL/GENERAL BLDGS TOTAL GENERAL GOVERNMENT TOTAL	15,900.00 162,750.00 1,000.00 116,000.00 18,850.00 	748.83 10,892.71 .00 6,012.59 1,361.48 	6,118.02 59,743.93 .00 40,182.42 3,690.08 	38.48 36.71 .00 34.64 19.58  34.89	9,781.98 103,006.07 1,000.00 75,817.58 15,159.92 
	DEBT SERVICES TOTAL DEBT SERVICE TOTAL	246,000.00 	.00  .00	.00	.00.  .00.	246,000.00 246,000.00
	CAPITAL PROJECTS TOTAL	1,450,000.00	38,872.34	653,289.79	45.05	796,710.21
	CAPITAL PROJECTS TOTAL	1,450,000.00	38,872.34	653,289.79	45.05	796,710.21
	WATER TOTAL	452,900.00	24,214.51	160,567.87	35.45	292,332.13

### BUDGET REPORT CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT Expended	UNEXPENDED
	SEWER/SEWAGE DISPOSAL TOTAL	284,700.00	18,567.70	153,827.44	54.03	130,872.56
	ENTERPRISE FUNDS TOTAL	737,600.00	42,782.21	314,395.31	42.62	423,204.69
	TRANSFERS IN/OUT TOTAL	499,015.00	.00	.00	.00	499,015.00
	TRANSFER OUT TOTAL	499,015.00	.00	.00	.00	499,015.00
	TOTAL EXPENSES	5,282,750.00	229,264,32	1,768,939.29	 33 <b>.</b> 49	3,513,810.71
	IVIAL LAFENSES		223,204,J2		JJ.43	

### OUTSTANDING TRANSACTION REGISTER 10/01/2024 TO 10/31/2024

MOD CODE	BANK NO N. Number		PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
	1	CHECKI	NG-EARLH	AM SAVINGS BK#1 STA	TEMENT DATE: 10/31	1/2024				
AP CHK AP CHK AP CHK AP CHK AP CHK AP CHK AP CHK UB CHK AP ETR 11	32966 10, 32979 10, 32981 10, 32986 10, 32994 10, 33003 10, 33018 10, 33019 10,	/15/24 /15/24 /15/24 /15/24 /15/24 /15/24 /31/24 /31/24	04/25 C 04/25 I 04/25 I 04/25 K 04/25 M 04/25 S 04/25 U 04/25 H	RANDON VIS LUB DEVELOPMENT LEAGI DWA DEPT OF PUBLIC S/ ARI DAVIS IDAMERICAN ENERGY REG TRYKER SALES CORP S POSTMASTER OMES GREENLAND REAS - STATE OF IOWA	IFEY :		85.50 276.00 380.00 300.00 56.00 3,456.00 385.05 264.99 739.28 2,091.29			
				BANK DEPOSITS-(	- Total Hecks	.00 8,034.11-	8,034.11	.00		

BANK NO	DATE	JOURNAL		PENDING DEPOSITS	ADJUSTMENTS*
1	10/04/2024	RM 9502	*****************	229.79	.00
1	10/07/2024	RM 9517		496.78	.00
1	10/09/2024	RM 9536		449.29	.00
1	10/04/2024	RM 9506		229.79-	.00
1	10/07/2024	RM 9521		496.78-	.00
1	10/10/2024	RM 9553		791.82	.00
1	10/11/2024	RM 9560		587.92	.00
1	10/14/2024	RM 9581		1,489.01	.00
1	10/15/2024	RM 9599		1,375.74	.00
	10/09/2024	RM 9610		449.29-	.00
	10/11/2024			587.92-	.00
	10/10/2024	RM 9612		791.82-	.00
	10/14/2024			1,489.01-	
	10/16/2024			1,139.05	.00
	10/15/2024			1,375.74-	
	10/16/2024			1,139.05-	
	10/21/2024			124.15	
	10/22/2024			538.45	.00
	10/28/2024			461.99	.00
	10/21/2024			124.15-	.00
	10/22/2024			538.45-	.00
	10/29/2024			2,097.92	.00
	10/30/2024			268.77	.00
	10/30/2024			822.35	
	10/30/2024			1,110.22	
	10/31/2024			145.32	.00
	10/31/2024			205.03	.00
	10/29/2024			2,097.92-	.00
	10/28/2024			461.99-	.00
1	10/30/2024	RM 9705		822.35-	.00
			BANK TOTAL	1,729.34	.00

## OUTSTANDING TRANSACTION REGISTER 10/01/2024 TO 10/31/2024

BANK NO NAME CHECKS AND									
MOD CODE NUME	BER DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	WITHDRAWALS	RECONCILING	VOIDED	MANUAL
			REPORT TOTAL		1,729.34				

\*Adjustments include fees and returns that reduce GWorks Payments Deposits.



## City of Van Meter

PMA Financial Network 2135 CityGate Lane 7th Floor Naperville, IL 60563 Phone: 630 657 6400 Fax: 630 718 8701

## Monthly Activity Summary

10/1/2024 - 10/31/2024

Class	Account	Beginning Balance	Contributions	Interest	Other Withdrawals	Month End Balance
Diversified	6 General	\$260,943.48	\$0.00	\$1,031.36	\$0.00	\$261,974.84
Diversified	7 LOST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Diversified	1 Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$260,943.48	\$0.00	\$1,031.36	\$0.00	\$261,974.84



Associate Members Project List October 2024

## **Current Projects**

Project Name	Staff Lead	Project Contact
Dexter DTR Facade CDBG Admin	Rounds	City of Dexter
Van Meter Bridge/Trails Project	Rounds	City of Van Meter
Van Meter Fire Equipment	Rounds	City of Van Meter
Dexter Library Exterior Renovations	Rounds	City of Dexter

## **Projects Under Discussion**

Project Name	Staff Lead	Project Contact
N/A	N/A	N/A

## **Project Wishlist**

Project Name	Staff Lead	Project Contact
New Virginia Sewer CDBG	Rounds	City of New Virginia

## **Active Loans**

Active	Active	Active	Active	Active	Active	TOTAL
Housing	EDA RLF	EDA RLF	EDA RLF	EDA RLF -	USDA	ACTIVE
Loans	1	2	3	COVID	Loans	LOANS
0	0	0	0	0	0	0

## **RESOLUTION NO. 2024-112**

A RESOLUTION TO MAKE APPOINTMENT TO THE PLANNING & ZONING COMMISSION

WHEREAS, a vacancy exists on the Planning & Zoning Commission; and

WHEREAS, the City Administrator wishes to fill vacancies and establish term schedules; now

THEREFORE, BE IT HEREBY RESOLVED, that the Van Meter City Council approves the following appointment:

i. Adam Coyle - term expiration June 30, 2029

Passed and Approved this 11<sup>th</sup> day of November 2024.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

From:	City of Van Meter
To:	Jess Drake
Subject:	City of Van Meter Board or Commission Application Form submitted on City of Van Meter
Date:	Monday, October 14, 2024 3:50:10 PM

Name	Adam Coyle		
Please select the Board or Commission of Interest:	Planning & Zoning Commission (5 Year Term - Residency Required)		
Phone	5152108282		
Email	acoyle.vm@gmail.com		
Address	2665 Long Ave, Van Meter IA		
Length of Time Living in Van Meter	14 years		
Occupation	Code Enforcement		
List Any Other Boards/Commissions You Are Currently Serving On	Iowa Association of Code Enforcement – Board of Directors – President		
Describe why you are interested in serving on a City Board or Commission:	I love our community and I enjoy serving and doing my small part to help it be a great place for people to live, work and grow their family. I personally enjoy seeing new development and growth and how that benefits the future of the community.		
Describe any qualifying knowledge, skill or experience that you possess relating to the Board or Commission of interest:	<ul> <li>I have served on the city Council and have been involved in the planning of multiple new developments within the city of Van Meter.</li> <li>I have been involved in reviewing zoning issues with businesses downtown as well as proposed new residential areas in Van Meter.</li> <li>I have been an ICC Certified Zoning Inspector in the past.</li> <li>I am familiar with how zoning laws work, and I have to enforce zoning issues in my job.</li> <li>I have direct connections with planning and zoning officials in communities around the state that I can use as a resourse when there are questions.</li> </ul>		
Please provide any additional comments or relevant information:	Please contact me if you have any questions!		

#### **RESOLUTION NO. 2024-113**

#### A RESOLUTION TO MAKE APPOINTMENT TO THE PARKS & RECREATION BOARD

WHEREAS, a vacancy exists on the Parks & Recreation Board; and

WHEREAS, the City Administrator wishes to fill vacancies and establish term schedules; now

THEREFORE, BE IT HEREBY RESOLVED, that the Van Meter City Council approves the following appointment:

i. Brooks Newton - term expiration June 30, 2029

Passed and Approved this 11<sup>th</sup> day of November 2024.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

Got it!

Thank you! We will review applications and be im touch by the end of the month.

Jess Drake City Clerk

Van Meter City Hall 310 Mill St, PO BOX 160 Van Meter, IA 50261 Hours: Monday - Thursday 8:00am - 5:00pm, Friday 8:00am - 1:00pm Appointments available upon request

On Oct 17, 2024, at 11:54 AM, City of Van Meter <info@vanmeteria.gov> wrote:

Name	Brooks Newton
Please select the Board or Commission of Interest:	Parks & Rec (5 Year Term - No More Than 3 May Live Outside of City Limits)
Phone	5078287935
Email	drbrooks@dsmspinesport.com
Address	29315 Hickory Lodge Dr
Length of Time Living in Van Meter	5
Occupation	Chiropractor
List Any Other Boards/Commissions You Are Currently Serving On	NA
Describe why you are interested in serving on a City Board or Commission:	I would like to positively impact the Park & Rec program

Describe any qualifying knowledge, skill or experience that you possess relating to the Board or Commission of interest: 12 years owning and operating chiropractic and physical therapy clinic has granted me leadership and organizational skill that would be of benefit to the Parks & Rec program.

#### **RESOLUTION NO. 2024-114**

#### A RESOLUTION APPROVING THE STREET FINANCE REPORT FOR FY24

WHEREAS, the City Clerk has completed the Street Finance Report and presented it to Council; and

WHEREAS, the City Administrator has reviewed the Street Finance Report as presented; and

WHEREAS, the Street Finance Report must be submitted by December 1, 2024; and

**WHEREAS**, the City Administrator recommends the approval of the Street Finance Report as prepared; now

**THEREFORE**, be it resolved by the City Council of the City of Van Meter that the Street Finance Report for FY24 is approved as prepared.

Passed and Approved this 11<sup>th</sup> day of November 2024.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk



Ames, IA 50010

Fiscal Year 2024

Van Meter

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# Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$61,976					\$61,976
Benefits - Roads/Streets		\$38,674					\$38,674
Building & Grounds Maint. & Repair	\$2,396	\$32,577					\$34,973
Vehicle & Office Equip Operation and Repair	\$4,229	\$2,387					\$6,616
Insurance	\$1,976						\$1,976
Street Maintenance Expense	\$32,757	\$27,026					\$59,783
Postage & Safety		\$2,229					\$2,229
Vehicles		\$815					\$815
Other Capital Outlay		\$1,031					\$1,031
Principal Payment				\$71,141			\$71,141
Interest Payment				\$18,283			\$18,283
Bond Registration Fees				\$213			\$213
Street Lighting	\$2,782						\$2,782
Depreciation & Building Utilities	\$717						\$717
Total	\$44,857	\$166,715		\$89,637			\$301,209



Ames, IA 50010

Fiscal Year 2024

Van Meter

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## Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$40,948		\$0	\$89,637			\$130,585
Licenses & Permits	\$1,200						\$1,200
State Revenues - Road Use Taxes		\$209,619					\$209,619
Local Contributions	\$2,709						\$2,709
Charges/fees						\$0	\$0
Total	\$44,857	\$209,619	\$0	\$89,637	-	\$0	\$344,113



Ames, IA 50010

Fiscal Year 2024

Van Meter

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## Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Series 2021	\$2,570,000	\$200,000	\$51,400	\$71,141	\$18,283	\$2,370,000
Total	\$2,570,000	\$200,000	\$51,400	\$71,141	\$18,283	\$2,370,000



Ames, IA 50010

Fiscal Year 2024

Van Meter

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# Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Skid Loader with attachments	2017	Purchased	\$58,603	No Change
John Deere Tractor	2013	Purchased	\$34,623	No Change
Ford F250 with Plow	2019	Purchased	\$15,246	No Change
Ford F250 with Plow	2022	Purchased	\$6,934	No Change
Dump Truck with Plow	1998	Purchased	\$36,500	No Change
Chevy Plow Truck	1996	Purchased	\$7,375	No Change
Street Sweeper Shared with DeSoto	2001	Purchased	\$2,500	No Change
FORD F350 WITH PLOW	2024	Purchased	\$50,815	New



Van Meter

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Bureau of Local Systems

Ames, IA 50010

# **Street Projects**

Project Description	Contract Price	Final Price	Contractor Name



Ames, IA 50010

Fiscal Year 2024

Van Meter

10/31/2024 1:48:03 PM

# Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$361,212	\$0	\$0	\$0	\$0	\$361,212
SubTotal Expenses (-)	\$44,857	\$166,715		\$89,637			\$301,209
Subtotal Revenues (+)	\$44,857	\$209,619	\$0	\$89,637		\$0	\$344,113
Ending Balance	\$0	\$404,116	\$0	\$0	\$0	\$0	\$404,116

Resolution Number:

Execution Date:

Signature:

#### **RESOLUTION NO. 2024-118**

#### A RESOLUTION APPROVING THE CURRENT VAN METER VOLUNTEER FIRE DEPARTMENT ROSTER

**WHEREAS,** the Code of the City of Van Meter, Chapter 35 requires that all members of the Van Meter Volunteer Fire Department are appointed by Council; and

WHEREAS, Fire Chief Schmitt confirms the accuracy of the roster; now

**THEREFORE**, be it resolved by the City Council of the City of Van Meter that attached roster is the official and accepted roster of the appointed members of the Van Meter Volunteer Fire Department.

Passed and Approved this 11<sup>th</sup> day of November 2024.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk





505 Grant Street P.O. Box 160 Van Meter, Iowa 50261 Phone: 515-996-9253 Fax: 515-996-2207

### FIRE & EMS PERSONNEL

Fire Chief Mark Schmitt (EMT-B) Phone: 515-250-3561 Email: mschmitt@vanmeteria.gov

Assistant Fire Chief – Justin Fyfe (EMT-P) Phone: 515-729-1400 Email: justinbfyfe@gmail.com

Assistant Fire Chief - Jermey Feldman (EMT-Advanced) Phone: 515-554-4708 Email: jermeyfeldman@yahoo.com

Captain – Darren Capps (EMR) Phone: 515-202-0722 Email: <u>decapps40@gmail.com</u>

Captain - Kari Davis (EMT-P) Phone: 515-897-9412 Email: <u>karidavis426@gmail.com</u>

Firefighter – Jackson Allen Phone: 515-300-1210 Email: allenjackson10@icloud.com

Firefighter – Mike Brown Phone:515-612-3634 Email: mbrown@vanmeteria.gov

Firefighter – Dillon Burns (EMT-P) Phone:515-822-1481 Email: Dillon.m.burns@gmail.com

Firefighter - Bob Carr Phone: 515-229-2515 Email: <u>bcarr1029@gmail.com</u>

Firefighter – Mike Graen Phone: 515-490-2201 Email: graenm82@yahoo.com

Firefighter – Craig Greer (EMT-B) Phone: 515-229-9267 Email: <u>craiggreer08@hotmail.com</u>

Firefighter – David Johnson Phone: 515-689-5221 Email: <u>Davidjohnson2350@gmail.com</u>

Firefighter – Paul Latare Phone: 515-783-8191 Email Paullatare@yahoo.com Firefighter – Pat Norton (EMT B) Phone: 515-210-2116 Email: <u>dad23norts@gmail.com</u>

Firefighter – Josh Schut (EMT-P) Phone: 515-778-3568 Email: joshua.schut@gmail.com

Firefighter – Bryan Sickels Phone: 515-729-7233 Email: <u>sickelsbryan41@icloud.com</u>

Firefighter – Shiloh Sorensen Phone: 515-204-3509 Email: iaoutsidesds@gmail.com

Firefighter – Patrick Trizila Phone: 760-927-2982 Email: <u>pstrizila@icloud.com</u>

Firefighter – Jarin Young (EMT-B) Phone: 515-601-6957 Email: jarinyoung67@gmail.com

Police officer/EMT B- Andrew Cooper Phone 515-491-3488 Email: acooper@vanmeteria.gov

#### **RESOLUTION NO. 2024-119**

#### A RESOLUTION AWARDING A CONTRACT FOR AUDIT SERVICES

WHEREAS, the City of Van Meter published a request for proposal for audit services; and

**WHEREAS**, City Staff received and reviewed both responses received in accordance with the criteria as defined in the RFP; and

**WHEREAS**, City Staff recommends selecting Denman CPA LLC for professional audit services; now

**THEREFORE**, be it resolved by the City Council of the City of Van Meter selects the proposal from Denman CPA LLC and awards the contract to the same. Be it further resolved that the Mayor, City Administrator and other necessary staff are hereby authorized to engage with the selected firm for the purposes of determining the final scope of work so that a final form of a contract may be created and presented to Council on December 9, 2024.

Passed and Approved this 11<sup>th</sup> day of November 2024.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk



1601 22nd Street, Suite 400 West Des Moines, IA 50266 www.denman-cpa.com

# PROPOSAL

FOR PROFESSIONAL AUDIT SERVICES

FOR:



# **PREPARED BY:**

Robert Endriss, CPA, Partner rendriss@denman.cpa (515) 453-1680

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# DENMAN

September 13, 2024

City of Van Meter, Iowa Attn: Jessica Drake, City Clerk 310 Mill Street, PO Box 160 Van Meter, Iowa 50261

We are pleased to present our proposal for financial statement audit services for the City of Van Meter, Iowa. We will audit the cash basis financial statements for the year ended June 30, 2024 in accordance with the standards and the period outlined in the attached proposal. This proposal includes our firm profile, qualifications, capabilities, and experience in the local government industry which makes Denman CPA LLP uniquely qualified to serve you. We appreciate this opportunity to present our proposal and would be pleased to discuss any aspect with you.

Very truly yours,

Denman CPA LLP

1476 ENCi

Robert Endriss, CPA, Partner

On Behalf of the Firm

# FIRM PROFILE

#### Wo We Are:

Denman CPA LLP, a one-office firm located in West Des Moines, Iowa, is one of the largest locally based CPA firms in the state comprised of nine partners, six managers and approximately twenty-five other professional staff. We have a total of twenty-three CPAs in our office. Our clients are provided a full range of accounting, audit, tax, and consulting services. For a more in-depth look at our services, specialists, objectives, and identity, please visit our website (www.denman-cpa.com).

In practice for over sixty-five years, the firm has been serving as independent certified public accountants for local governments since inception. Denman CPA LLP is a member of the AICPA division for CPA firms. Each CPA is an individual member of the American Institute of Certified Public Accountants and the Iowa Society of Certified Public Accountants. We are in compliance with the registration and permit requirements to engage in the practice of public accounting in the State of Iowa.

#### **Commitment to Quality:**

We are committed to quality and technical excellence. The Peer Review Program under the American Institute of Certified Public Accountants (AICPA) is an indicator of an accounting firm's quality. We have successfully completed each of our independent peer reviews dating back since the inception of the peer review program in the early 1990s. The peer review determined that our practices and procedures comply with stringent quality control standards established by the AICPA.

#### Partner Involvement:

We believe our Firm offers you several advantages including prompt attention to your needs, a familiarity with and understanding of your service area, and the personal involvement of our partners and managers. These partners and managers work personally with you to provide the professional services you require.

#### **Expertise:**

Our service philosophy is focused on adding value. We view our role as business advisors who know your Organization, keep informed of current activities, and provide you with timely advice to help you achieve your goals. Our considerable expertise with local governments allows us to provide you with more than an audit. We closely monitor accounting issues relevant to the governmental industry and will promptly communicate interpretations of change to you.

#### **Client Satisfaction:**

We recognize our most important product is prompt and effective service of the highest quality. All our efforts are directed toward achieving that goal. We believe we can serve you to your complete satisfaction. Accessibility and availability of partners and professionals to our clients is of paramount importance to us. The highest level of skills available to our Firm will be brought to bear in the servicing of your needs.

# QUALIFICATIONS

#### Staff:

The partners and managers of our Firm collectively have over three hundred years of experience in public accounting. A partner at our Firm has an average of thirty years of experience, a manager has an average of eleven years of experience and the professional staff average over three years.

#### Experience:

Our firm performs audits for numerous local governmental entities. Therefore, all the personnel involved with audits have governmental engagement experience.

#### **Supervision and Review:**

We utilize a consistent program of planning, supervision, and review of all engagements. It is the responsibility of the engagement partner to assure that all engagements are adequately planned and supervised. The engagement partner may delegate this function but must be certain that all personnel assigned to the engagement are involved in the process to an appropriate degree.

An essential part of the planning is the development or updating of adequate information about the client to allow:

- An understanding of the industry and special characteristics of the client.
- Consideration of current economic conditions or external influences affecting the client.
- Determination of manpower requirements and time estimates.
- Arrangements to be made for work to be performed by specialized personnel.

It is the policy of our Firm that professional staff members are properly supervised by a qualified member of our Firm, normally a partner, during the performance of engagement procedures. Close supervision assures that adequate and proper engagement procedures are performed in the most efficient manner.

In accordance with our adopted quality control standards, all procedures performed and workpapers prepared by staff members are first reviewed and approved by the supervisory person. A second review is performed by a member of our assurance services committee that is considered to be a specialist in the industry. We feel the supervision and review procedures followed enable our Firm to assure our clients will receive high quality professional services.

#### **Continued Professional Education:**

Denman's quality control document requires all professional personnel to complete a minimum of one hundred twenty hours of CPE in the last three calendar years, and not less than twenty hours every year. All professional persons are encouraged to include at least forty hours of accounting and auditing subjects each year in their continuing education.

# **QUALIFICATIONS (cont.)**

#### No Surprises:

Generally speaking, our Firm takes a "no surprises" approach to each audit. We believe in timely communication throughout the entire audit with the appropriate channels of management. We do not defer discussion of important audit matters until the final presentation to the City Council.

#### **Independence:**

We are aware of no relationship or condition which would impair the independence of our firm with respect to the City of Van Meter. Our Firm's policy is to comply with AICPA Professional Standards Volume 2, "Code of Professional Conduct, Bylaws, and Quality Control" regarding matters of independence.

#### **Our Clients:**

Annually we perform financial statement audits of dozens of governmental entities throughout the state of Iowa. A partial list of local governments for whom we provide audit services follows:

**City of Norwalk, Iowa** Jean Kelly, Finance Director (515) 981-9522

**City of Waukee, Iowa** Linda Burkhart, Finance Director (515) 978-7919

**City of Indianola, Iowa** Jackie Raffety, City Clerk (515) 961-9410

**City of Pleasant Hill, Iowa** Dena Spooner, City Clerk (515) 262-9368 Metro Waste Authority Kirk Irwin, CFO (515) 323-6506

**Indianola Municipal Utilities** Chris DesPlanques, General Manager (515) 961-9444

**Story City Municipal Electric Utility** Jake Froehlich, Administrator (515) 733-4691

**City of Carlisle, Iowa** Deven Markley, City Administrator (515) 989-3224

# **ENGAGEMENT TEAM**

By their nature, professional services are inseparable from the people who deliver them. We have assembled a team who has the experience and business skills you need. The team members who will serve you are committed to quality, teamwork, communication, and service to our clients. You can look forward to continuing a strong professional relationship with them.

#### The team assigned to serve the City of Van Meter is as follows:



#### **ROBERT ENDRISS, CPA, PARTNER**

Robert will serve as audit partner. Robert has over thirteen years of audit experience, with a practice emphasis within the governmental industry. He will be responsible for audit planning, internal control evaluation, supervision of staff in the field, audit fieldwork procedures and audit report preparation.

As a Partner at Denman, Robert leads audit engagements and prepares the financial statements for over a dozen local governmental entties annually. His experience in the governmental industry includes Uniform Guidance Single Audits.

Areas of focus: Municipal governments Nonprofit organizations Employee benefit plans

#### **Partial list of local governmental experience:** City of Waukee City of Pleasant Hill City of Norwalk



#### MICHAEL HOLOWINSKI, AUDIT SENIOR

Michael will serve as audit senior. He has over 8 years of audit experience, all within the governmental industry, and will be involved in the audit planning, internal control structure evaluation, audit program preparation, supervision and performance of audit procedures, and financial report preparation.

Areas of focus: Municipal governments Nonprofit organizations Higher education

#### Partial list of local governmental experience:

City of Indianola City of Story City Kirkwood Community College

# **ENGAGEMENT TEAM (cont.)**

Other supervisory personnel who have experience in governmental auditing and who are available for consultation are as follows:

Steve Bruner	
Steve Schweizer	
Dave Ellis	
Mandi Holcomb	
David Peirce	

Partner Partner Partner Partner Partner Over 27 years of experience Over 28 years of experience Over 38 years of experience Over 20 years of experience Over 20 years of experience

We would expect to use one or two additional staff members during the performance of the audit. The staff members will have participated in local government audits since joining our Firm and currently have similar responsibilities for other audits. Our Firm's policy is to attempt to maintain staff continuity on engagements. Circumstances may arise which may necessitate changes in scheduling audit assistants; however, we make every effort to establish consistency in staffing. We consult with client personnel in charge of the audit process on any changes in engagement staffing. Our clients do have the ability to request staffing changes. We will work with you to assure that the staff assigned to the engagement provides the best service possible for you.

# SCOPE, SERVICES, AND PROPOSED PROJECT SCHEDULE

#### **Audit Services:**

Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America. Those standards and guidance require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit will provide a reasonable basis for expressing an opinion on the fair presentation of the financial statements in conformity with the cash basis of accounting for the City of Van Meter.

Our audits are subject to the inherent risk that material errors, irregularities, or illegal acts including fraud or defalcations, if they exist, will not be detected. However, we will inform you of any such matters that come to our attention. We will also communicate to you any material weaknesses or significant deficiencies in the internal control structure that we observe. During the course of our audit, we will try to initiate ideas or observations that we believe will help improve the operations of your organization. It is our practice to bring such matters to the attention of the appropriate level of management either orally or in writing. Upon completion of the audit, we will meet with the management team to review the financial statements, comments, and recommendations.

Our audits will be performed using a year-end audit approach. Procedures will be applied to account balances as of June 30, 2024. We will segment the audits by account type, cash and investments, receivables, liabilities, net assets, and operations. The level of staff assigned to each of these segments will be based on the materiality and audit risk associated with the account balance and activity. We will then design an audit strategy for each segment based on the risk and materiality. Audit strategies include testing each item (precision), sampling or analytical procedures. Sampling will be performed on all material account balances except for direct confirmation of amounts received from federal and state sources. Analytical procedures will be used on all immaterial account balances and revenue and expense accounts. Statistical sampling will be used when it is deemed efficient. For accounts with relatively few large items making up the balance, a nonstatistical sample will be used. We will document internal control by use of questionnaires, job descriptions, flowcharts, and observation. These questionnaires are also designed to help determine applicable laws and regulations and will be used to determine the nature, timing, and extent of tests to be performed.

# SCOPE, SERVICES, AND PROPOSED PROJECT SCHEDULE (cont.)

#### **Use of Technology:**

We will leverage the latest developments in our profession's technology improvements to enhance the efficiency of our audit services. We utilize paperless audit software, which allows us to efficiently obtain, review, and document our client's records and to generate and analyze your financial data. We will provide you access to an online portal to allow you to upload necessary audit documentation to us seamlessly.

#### The engagements will include the following services:

- Audit of the cash basis financial statements
- Presentation of the audit to City Council

A proposed timetable for the completion of the engagement for the year ending June 30, 2024 is as follows:

- Field work December 2024
- Draft reports Presented to City staff by January 15, 2025
- Final reports Reports delivered to the City Council by February 15, 2025

This proposed timetable is dependent upon the receipt of the schedules and reports from City personnel in a timely manner.

# FEES AND COMPENSATION

#### **Routine Inquiries:**

Our Firm is sensitive to your responsibility to control costs and we desire to help you achieve your goals by providing cost-effective services. Our engagement team's experience with local governmental entities enables us to deliver efficient service.

It is not our policy to bill you for responding to routine inquiries or questions requiring no significant commitment of research time on our part. We prefer our clients consider us as year-round advisors, a resource to assist with issues and questions. Professional fees for special projects requiring significant amounts of time will be negotiated and billed separately.

#### Fees:

Our fees are based on the estimated time required by the individuals assigned to the engagements. Our fee proposal including estimated out-of-pocket expenses is as follows:

	<u>2024</u>	<u>2025</u>	<u>2026</u>
Audit of the cash basis financial statements	<u>\$ 17,000</u>	<u>\$ 18,000</u>	<u>\$ 19,000</u>

Our fees for consultation services, upon request by management, would be billed based on the time required by the individuals to complete the project. Individual hourly rates vary according to the degree of responsibility and the skill required.

#### **Rates and Hours**

Our standard hourly billing rates and estimated hours for the engagement are as follows:

<u>Classification</u>	Hourly Rate	<b>Estimated Hours</b>
Partner	\$ 190 - \$275	20
Manager	150 - 185	15
Senior	110 - 130	60
Staff	95 - 110	40

#### **Scheduling:**

We will schedule our personnel consistent with the demands of your engagement and will keep our expenditure of time to the minimum consistent with quality of service and professional standards. Interim billings will be submitted as work progresses. Billings are due upon thirty days of submission.

# FEES AND COMPENSATION (continued)

#### **Additional Procedures:**

We have indicated above the services to be included in our proposed fee. If circumstances arise during the course of providing those services which would require reconciliation procedures or which would cause additional work on our part, we will discuss those issues with your representative who oversees the audit process. We would encourage your staff to complete as many of these procedures as possible; however, if we are requested to do so, we would complete the work and bill you at our standard rates.

#### Thank you for this opportunity!

We hope you get at least two strong impressions of Denman CPA LLP. First, we offer a team of professionals who are experts at accounting and financial and management planning, for local governments. Second, we understand your City and the professional accounting services you require. We can assure you that the City of Van Meter will receive the best service available from Denman CPA LLP. We would very much like to work with you and look forward to a positive response to this proposal and a long and mutually satisfying relationship. If you have any questions regarding this proposal, please contact us at your convenience.



#### Report on the Firm's System of Quality Control

July 17, 2024

To the Partners of Denman CPA LLP and the Peer Review Alliance Report Acceptance Committee.

We have reviewed the system of quality control for the accounting and auditing practice of Denman CPA LLP (the firm) in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Denman CPA LLP in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Denman CPA LLP has received a peer review rating of *pass.* 

Ilsen Thielen + Co., LTd.

Olsen Thielen & Co., Ltd.



Administering peer reviews for the following:

Illinois CPA Society | Indiana CPA Society | Iowa Society of CPAs | Kentucky Society of CPAs South Carolina Association of CPAs | West Virginia Society of CPAs | Wisconsin Institute of CPAs

August 29, 2024

Steven Schweizer Denman CPA LLP 1601 22nd St Ste 400 West Des Moines, IA 50266-1453

Dear Steven Schweizer:

It is my pleasure to notify you that on August 29, 2024, the Peer Review Alliance Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2027. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Peer Review Committee

Peer Review Committee

peerreview@icpas.org 800.993.0407, then dial 4

cc: Gavin Burnham, Mandi Holcomb

Firm Number: 900010016472

Review Number: 608609

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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on							
this certificate does not confer rights	o the	cert	ificate holder in lieu of su	00112102	,		
PRODUCER Middendorf Insurance Assoc. Inc.				CONTACT NAME: Jennefer			
8400 Hickman Road				PHONE (A/C, No, Ext): 515-2	52-1414	FAX (A/C, No):	
Clive IA 50325				E-MAIL ADDRESS: jjulson@		s.com	
				INSURER(S) AFFORDING COVERAGE NAIC #			
							12528
INSURED			DENM&CO-01				
Denman & Company LLP							11201
1601 22nd Street, Suite 400 West Des Moines IA 50266				INSURER C :			
West Des Mollies IA 50200				INSURER D :			
				INSURER E :			
	TIEL	- A T		INSURER F :			
COVERAGES CEF			E NUMBER: 1348026459			REVISION NUMBER:	
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME 'AIN,	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	OF ANY CONTRAC ED BY THE POLICI	T OR OTHER ES DESCRIBE	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP ) (MM/DD/YYYY)	LIMITS	
A X COMMERCIAL GENERAL LIABILITY	Y	N	WOQ5346	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,00	0,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,0	
						MED EXP (Any one person) \$5,00	
						PERSONAL & ADV INJURY \$ 1,00	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,00	
						PRODUCTS - COMP/OP AGG \$2,00 \$	0,000
OTHER: AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	
						(Ea accident)	
ANY AUTO						BODILY INJURY (Per person) \$	
AUTOS ONLY AUTOS HIRED NON-OWNED						BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
AUTOS ONLY AUTOS ONLY						(Per accident) <sup> </sup>	
						\$	
B X UMBRELLA LIAB X OCCUR	N	N	UCQ5346	1/1/2024	1/1/2025	EACH OCCURRENCE \$4,00	0,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE \$4,00	0,000
DED X RETENTION \$ 10,000						\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WCQ5346	1/1/2024	1/1/2025	X PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$ 1,00	0,000
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$1,00	0,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,00	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Loc # 1, 1601 22nd Street, Suite 400, West Des Moines, IA, 50266.							
Additional Insured:							
Joan G. Thaler (Trustee) 1603 22nd St -Suite 103							
West Des Moines, IA 50266-1410							
CERTIFICATE HOLDER CANCELLATION							
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN							
Joan G. Thaler (Trustee) 1603 22nd St -Suite 103				ACCORDANCE			
West Des Moines IA 50266-1410			AUTHORIZED REPRESENTATIVE				
			Brethe	al. lo	1		
our promised							
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#### Resolution #2024-120

#### "A Resolution to Approve an Agreement for Bridge Inspection Services - Calhoun Burns"

Whereas, the City of Van Meter has several bridges located within city limits; and

**Whereas**, the Standards for National Bridge Inspection (SNBI) requires inspections performed by professional service providers to maintain compliance, and

**Whereas**, the City of Van Meter has previously engaged Calhoun-Burns in an agreement for professional services for bridge inspections; **and** 

#### Whereas, the City found the services to be satisfactory; now

**Therefore**, be it resolved that the Van Meter City Council approves the Agreement for Bridge Inspection Services at a one time cost of \$1,800.00 and additional time & materials as needed for analysis, rating and coordination for services to be completed within 6 months.

**Be it further resolved;** the Van Meter City Council authorizes the Mayor, the City Administrator and staff to perform the necessary steps in executing the agreement.

Passed this 11<sup>th</sup> day of November, 2024

Mayor

City Clerk



#### TRANSMITTAL

Date: November 1, 2024

To: Liz Faust City Administrator City of Van Meter 310 Mill Street Van Meter, IA 50261 Project: Agreement for 2025 Bridge Inspection Program

ITEMS TRANSMITTED:			
Drawing Number	Copies	Description	
	2	Agreement	
For your Information/Review No Exception Taken Make Corrections Noted Revise and Resubmit	[X] [] [] []	Rejected Submit Specified Item Return One Corrected Copy	[ ] [X] [ ]

#### **REMARKS:**

#### Ms. Faust -

Enclosed are two copies of the Agreement for the 2025 Bridge Inspection Program. Please review the Agreement and call me with your questions. If none, please date page one and obtain the appropriate signatures on page four of each copy. One fully executed copy is for your files. Please return one fully executed copy to me.

We need to inspect the City's bridges in January to maintain compliance with the Standards for National Bridge Inspection (SNBI). Please make arrangements to place the Agreement your December Council Agenda.

Thank you.

By: Jon D. Conzett, P Vice President

## AGREEMENT

THIS IS AN AGREEMENT effective as of \_\_\_\_\_\_, 2024 ("Effective Date") between the City of Van Meter, Iowa ("City") and Calhoun-Burns and Associates, West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2025 bridge inspection and load rating in the City of Van Meter, Iowa ("Assignment").

Description of Engineer's Services:

- Routine visual inspection of four (4) bridges Attachment A.
- Above work includes updating Iowa Legal Rating Truck load rating calculations and certifications as required following field inspections.
- Continued Emergency Vehicle (EV) and All Systems Overweight Permit analysis, rating and coordination of four (4) bridges- Attachment A.
- Above work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

#### 1.01Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

#### 2.01Payment Procedures

A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

#### 3.01Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

#### 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

#### b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

#### 5.01Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

#### 6.01Successors, Assigns, and Beneficiaries

A. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01Payment

(1, 2, 2)

1

- A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:
  - 1. Routine Visual Inspection and Reporting: Lump Sum = \$ 1,800.00
  - 2. Continued Emergency Vehicle (EV) and All Systems Overweight Permit Analysis, Rating and Coordination; and SNBI conversion:

At Current Hourly Rates.

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY:	ENGINEER:
By:	By:
Joe Herman	Jon D. Conzett, P.E.
Title: <u>Mayor</u>	Title: Vice President
Date:	Date: 11/1/24

ATTESTED BY:

_		 	
liz	Faust		

Title: City Administrator

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



#### ATTACHMENT A

#### LIST OF STRUCTURES FOR CITY OF VAN METER, IOWA BRIDGE INSPECTION AND RATING PROGRAM - 2025

#### 1. List of Structures for Routine Visual Inspection and Reporting

FHWA No.	STREET NAME		
011490	Wilson Street		
022180	East Street		
505005	Brookview Lane		
	4 <sup>th</sup> Avenue		

2. List of Structures for Continued Emergency Vehicle (EV) and All Systems Overweight Permit Analysis and Rating

FHWA No.	FACILITY CARRIED
011490	Wilson Street
022180	East Street
131251	Mill Street
505005	Brookview Lane

City to provide information requested on Attachment B for EV Analysis and Rating.

City to provide designated truck route map/information for All Systems Permit Analysis and Rating.





#### **ATTACHMENT B**

- To: **City Bridge Inspection Clients**
- RE: Evaluating Bridges for Emergency Vehicles (EVs)

On July 18, 2023, the Iowa Department of Transportation Local Systems Bureau sent a reminder email to cities and counties (local public agencies) regarding a recent Federal Highway Administration requirement to review and evaluate bridges for Emergency Vehicles (EVs). The email contained reference and guidelines to accomplish this requirement via a final report due to IDOT Bridges and Structures Bureau by December 31, 2024. We intend to assist you with this task as part of our Agreement for your 2024 Bridge Inspection Program.

We understand that in emergency situations there is a need for a timely response that may involve different emergency vehicles coming from one or more facilities within your community. Taking a realistic approach to minimize the number of bridges that need to be reviewed and the amount of information that is needed from each fire station is appropriate. Therefore, setting some criteria, even if it creates conditions that may nominally exceed normal legal load levels in some situations, is appropriate.

The IDOT memo indicates bridges need to be evaluated when the weight of the emergency vehicles are comparable to the EV2 and EV3 rating vehicles in the federal FAST Act. Based on an initial conversation with a fire equipment provider, it is anticipated that a majority of the rural volunteer fire departments likely will not have equipment that is nearing the EV2 and EV3 vehicles in the federal FAST Act.

We recommend that you contact the fire departments that serve your City, both from within and as part of your mutual aid agreements. Initial questions for you to ask each fire department:

- Do you have equipment with a steer axle greater than 19,000 lbs.? 1.
- Do you have equipment with a single rear axle greater than 23,000 lbs.? 2.
- Do you have equipment with a tandem rear axle greater than 46,000 lbs. (23,000 lbs. per axle)? 3.
- For any vehicles that have axle weights that exceed what is noted in 1-3 above please provide the 4. vehicles actual axle spacings and corresponding weights.

Large trucks are required to have a manufacturer's Gross Vehicle Weight sticker (GVW), often found on 5. the door of the vehicle, that shows axle weights. If your vehicle has been modified, provide axle weights from a scale instead.

Please provide the service area for the vehicle(s) that you are providing information requested in item 6.

With this information we can look at the impacts of these larger pieces of equipment on your bridge system. In addition to the review of legal bridges in a set service area, the emergency departments should consider how routing and access is accomplished to locations where there are posted bridges. The gross load posting or the top pictorial on the 3 truck sign would be appropriate for comparing the gross weight of emergency vehicles on posted bridges.

Coordinating this effort for our city and county clients will be Lowell Miller and Juli Redmond. As you might expect, this will be a tremendous effort for all involved. Your attention to this matter and soliciting the needed information discussed above will be key to accomplishing this task and submitting the required report to IDOT by the stated deadline. Thank you for your assistance!



#### ATTACHMENT C

#### 2025 HOURLY BILLING RATES (EFFECTIVE JUNE 2024)

PRINCIPAL OF FIRM IV PRINCIPAL OF FIRM III PRINCIPAL OF FIRM II PRINCIPAL OF FIRM I	\$ \$ \$ \$	267.00 257.00 247.00 235.00	/ HOUR / HOUR / HOUR / HOUR
Senior Project Manager IV Senior Project Manager III Senior Project Manager II Senior Project Manager I	\$ \$ \$	218.00 209.00 204.00 198.00	/ HOUR / HOUR / HOUR / HOUR
Project Manager IV Project Manager III Project Manager II Project Manager I	\$ \$ \$	201.00 196.00 191.00 185.00	/ HOUR / HOUR / HOUR / HOUR
Senior Project Engineer IV Senior Project Engineer III Senior Project Engineer II Senior Project Engineer I	\$ \$ \$	187.00 182.00 168.00 155.00	/ HOUR / HOUR / HOUR / HOUR
Project Engineer IV Project Engineer III Project Engineer II Project Engineer I	\$ \$ \$	174.00 161.00 152.00 135.00	/ HOUR / HOUR / HOUR / HOUR
Senior Design Engineer IV Senior Design Engineer III Senior Design Engineer II Senior Design Engineer I	\$ \$ \$	151.00 139.00 131.00 118.00	/ HOUR / HOUR / HOUR / HOUR
Design Engineer IV Design Engineer III Design Engineer II Design Engineer I	\$ \$ \$	143.00 136.00 129.00 120.00	/ HOUR / HOUR / HOUR / HOUR
Engineer Intern	\$	102.00	/ HOUR
Senior Engineering Technician IV Senior Engineering Technician III Senior Engineering Technician II Senior Engineering Technician I	\$ \$ \$ \$	157.00 149.00 143.00 136.00	/ HOUR / HOUR / HOUR / HOUR
Engineering Technician IV Engineering Technician III Engineering Technician II Engineering Technician I	\$ \$ \$	134.00 131.00 124.00 120.00	/ HOUR / HOUR / HOUR / HOUR
OFFICE COORDINATOR	\$	122.00	/ HOUR
Administrative Assistant IV Administrative Assistant III Administrative Assistant II Administrative Assistant I	\$ \$ \$ \$	117.00 112.00 108.00 101.00	/ HOUR / HOUR / HOUR / HOUR
Mileage: Expenses:		ENT IRS S <sup>.</sup> IL COST	TANDARD RATE

HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.

#### Resolution #2024-121

#### "A Resolution to Approve an Agreement for Inspection Services - Dixon Engineering"

**Whereas**, the City of Van Meter has the City's water tower inspected every 3 to 5 years; and

**Whereas**, the City of Van Meter has previously engaged Dixon Engineering in an agreement for professional services for bridge inspections; and

#### Whereas, the City found the services to be satisfactory; now

**Therefore**, be it resolved that the Van Meter City Council approves the Agreement for Water Tower Inspection Services at a one time cost of \$4,425.00 and additional time & materials as needed at the rates defined in the agreement for services.

**Be it further resolved;** the Van Meter City Council authorizes the Mayor, the City Administrator and staff to perform the necessary steps in executing the agreement.

Passed this 11<sup>th</sup> day of November, 2024

Mayor

City Clerk



# SHORT FORM OF AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES 100,000 Gallon Double Ellipse, #15-25-06-02

THIS IS AN AGREEMENT effective as of	("Effective Date") between City of Van
Meter, Iowa ("Owner") and Engineer ("Dixon Engineerin	ng, Inc.").

#### 1.01 SIGNATURES:

Tim Wilson, MPA, Project Manager PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)		October 18, 2024 Proposal Date	
CONTRACT Approved by Owner	Position	Date	
CO SIGNATURE (If Required)		Date	
CONTRACT APPROVED by DIXON PROJECT MA	NAGER	Date	
Address for OWNER'S receipt of Notices	Address for DIXON'S recei 4811 South 76th Street Suite 109 Greenfield, WI 53220	ot of Notices	

#### 1.02 CONTRACT/PROPOSAL:

- A. Signatures acknowledge that this Contract consists of <u>9</u> pages.
- B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: **100,000 Gallon Double Ellipse Elevated Tank** ("Project").
- C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as <u>Maintenance Inspection Services (ROV) per Schedule A</u>

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Owner and DIXON further agree as follows:

#### 2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above ("Additional Services").
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON's Services is impaired, or DIXON's Services are delayed or suspended, then the time for completion of DIXON's Services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably.

#### 3.01 PAYMENT PROCEDURES:

- A. <u>Invoices</u>: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. <u>Payment</u>: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

#### 3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
- 1. <u>Lump Sum</u> amount of <u>Four Thousand, Four Hundred, and Twenty Five Dollars</u> (\$4,425.00). See Schedule B for cost breakdown of services.
- 3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON's employees, times standard hourly rates for each applicable billing classification; plus, reimbursement of expenses incurred in connection with providing the Additional Services and DIXON's consultants' charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

#### 4.01 ATTACHMENTS:

- 1. Schedule A Scope of Work of both the Owner and DIXON.
- 2. Schedule B Cost breakdown per phase of Work and Additional Terms of Payments.
- 3. Schedule C DIXON Employee Billable Rates and Terms.

# SCHEDULE A Maintenance Inspection (ROV) 100,000 Gallon Double Ellipse, #15-25-06-02 Van Meter, Iowa

#### A. Scope of Services Performed by Owner (ROV):

- 1. Provide scheduling for mutually agreeable inspection date.
- 2. Provide access to DIXON personnel to all areas scheduled for inspection.
- 3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
- 4. Perform chlorine residuals and bacteriological testing after completion of the inspection.
- 5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence an increase the chance of clear video being recorded.

#### B. Scope of Services Performed by DIXON (ROV):

- Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
- 2. Review all interior surfaces for corrosion and/or damage and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
- 3. Inspect the exterior coating for remaining intactness and anticipated life.
- 4. Review all exterior appurtenances for damage due to corrosion.
- 5. Review the exterior of the exposed foundations.
- 6. Review all safety requirements for ladders, cages, etc.
- 7. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
- 8. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include conclusions and recommendations, base report, and digital photographs with descriptions, and an edited inspection video on flash drive.

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# SCHEDULE B

# Maintenance Inspection (ROV) 100,000 Gallon Double Ellipse, #15-25-06-02 Van Meter, Iowa

- Payment for Items 1 through 8, travel time, and preparation of report as outlined in Schedule A Scope of Services Performed by DIXON is a lump sum amount of \$4,425.00.
- 2. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

# SCHEDULE C Illinois, Iowa, Minnesota, and Wisconsin Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$289.00
CWI Welding RPR	\$206.00 - \$226.00	\$309.00 - \$339.00
DIXON Level 3 or AMPP certified Level 3 RPR	\$143.00 - \$188.00	\$215.00 - \$282.00
DIXON Level 2 or AMPP Level 2 RPR	\$130.00 - \$164.00	\$195.00 - \$246.00
DIXON Level 1 or AMPP Level 1 RPR	\$117.00 - \$142.00	\$175.00 - \$213.00
Contract Support Staff	\$149.00 - \$182.00	\$223.00 - \$272.00

Expenses	Metropolitan	Out-State
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2024

(Revised: 9/28/2023)

Owner and DIXON further agree as follows:

#### 5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
    - b. By DIXON:
      - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional: or
      - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
    - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

#### 6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

#### 7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

- 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON.
- 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants.
- 3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
  - 1. <u>Limitation of Liability</u>: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
  - 2. <u>Percentage Share of Negligence</u>: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
  - Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These materials still are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

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then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 8.01 TOTAL AGREEMENT:

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01 DEFINITIONS:

- A. <u>Constructor</u> Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. <u>Constituent of Concern</u> Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

# Dixon Engineering, Inc.

# **Preliminary Maintenance Inspection**

# 100,000 Gallon Double Ellipse

Van Meter, Iowa

Inspection Performed: November 7, 2019 Reviewed by Joseph T. Hoban P.E.: January 31, 2020

> Dixon Engineering, Inc. 4811 S. 76th St. Ste. 109, Greenfield, WI 53220

Phone (414) 529-1859 Fax (414) 282-7830 http://www.dixonengineering.net Wisconsin@dixonengineering.net

#### **CONCLUSIONS:**

- 1. The exterior coating is a urethane system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate. There are only a few coating failures on the legs and roof.
- 2. The wet interior coating is an epoxy system. The coating is in good condition overall. There is no significant coating deterioration below the high-water level. Above the highwater level the deterioration includes spot coating failures and weld burns from the roof handrail installation.

#### **RECOMMENDATIONS (IMMEDIATE WORK):**

Perform this work immediately as a temporary repair to reach partial compliance with Iowa DNR requirements. The temporary repairs may be sufficient to delay the need to reach full compliance.

- 1. Replace the screen on the overflow pipe discharge with a 24 mesh screen as required by the Iowa DNR. The work can be performed by in-house personnel.
- 2. Replace the screen on the roof vent with a 24 mesh screen as required by Iowa DNR. The work can be performed by in-house personnel.

# **RECOMMENDATIONS (IN 5 YEARS):**

Complete the recommended work in five years. The coating work is the greatest cost and largest part of the recommendations. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

- 1. High pressure water clean and overcoat the exterior with a urethane system. The estimated cost is \$50,000.
- 2. Abrasive blast clean the pit piping and repaint with an epoxy system. The estimated cost is \$4,000.
- 3. Excavate the buried foundation and coat with an epoxy system. The cost would be incidental to exterior painting.
- 4. Drill drainage holes in the balcony. The cost would be incidental to exterior painting.

- 5. Install an opening in the balcony railing for access at the leg ladder. The estimated cost is \$5,000
- 6. Install a painter's railing outside the existing roof handrail. The estimated cost is \$6,000.
- 7. Install rigging couplings on the roof for temporary fall prevention of workers in the wet interior. The cost would be incidental to the next painting project.
- Request that the antenna owners return to correct deficiencies in antenna mounting. Cables need to be properly secured and the antenna over the roof hatch needs to be moved.
- 9. Install rigging couplings on the bowl. The cost would be incidental to the next painting project.
- 10. Modify the overflow pipe so the discharge is vertical and install a screened flap gate at the overflow pipe discharge. Modifications will put the discharge into compliance with Iowa DNR requirements. The estimated cost is \$3,000.
- 11. Install a 30 inch diameter riser manway. The estimated cost is \$9,000.
- 12. Replace the wet interior roof hatch with a 30 inch diameter hatch. The estimated cost is \$4,000.
- 13. Install a handhold at the wet interior roof hatch to assist entering and exiting the opening. The cost would be incidental to the next painting project.
- 14. Replace the roof vent with a new frost-free pressure vacuum vent. The estimated cost is \$6,000.
- 15. Adjust the fall prevention devices to the center of the exterior leg, sidewall, and roof ladders. The cost would be incidental to the next painting project.
- 16. Replace the sidewall/roof ladder with a vertical ladder and a step-off platform. The estimated cost is \$12,000.
- 17. Install a vandal guard on the exterior ladder. The estimated cost is \$2,000
- 18. Install a wet interior ladder equipped with a fall prevention device. The estimated cost is \$10,000.

19. Install a grated cover over the top of the riser. The estimated cost is \$4,000.

# A DISCUSSION ON RESCUE AND RETRIEVAL OPERATIONS FROM ELEVATED LEG STORAGE TANKS

A series of accidents involving falls from or in water tanks has highlighted inadequacies in water tower design and a potentially greater problem. The rescue may be more dangerous, with potential for more loss of life or injury, than the original accident. Contractors and engineers are responsible for their own employees, but even with safety training and proper equipment, accidents can occur. Most rescue squads are local or neighboring fire departments, with some departments having more practice than others. Water storage tanks are designed to store water and are not suited for rescue or retrieval convenience. This discussion is offered as a starting point. We recommend that you meet with your rescue personnel and draft a rescue plan. A copy of the plan should be kept at the tank and with the rescue crew.

OSHA may soon require 30 inch manways and hatches with fall prevention on all ladders. Dixon Engineering has always objected to replacement of ladders especially on retrofit of existing tanks as new regulations are passed on a relatively frequent basis. We recommend the changes for the convenience and safety of your employees, rescue personnel and others working on the structure. As far as we know, none of these conversion items recommended are required or mandated by any government agency for retrofits.

DIXON recommends these changes be made during the next major tank coating project.

#### Current Access:

The roof is accessed from the leg ladder and the sidewall/roof ladder. There is not a ladder in the wet interior from the roof hatch to the bowl area. All ladders are equipped with fall prevention devices. There is a 24 inch wet interior roof hatch and a  $12 \times 18$  inch manway in the bottom of the riser for access into the wet interior. There is no grate over or handrail around the top of the riser in the wet interior. There is a handrail on the exterior roof.

#### Rescue Procedure:

 Retrieval down through the riser is usually the safest method. Rescue personnel would gain access to the roof using the existing ladders equipped with fall prevention devices. Rescue personnel would enter the tank through the new 30 inch roof hatch. The crew would access the bowl using the wet interior ladder equipped with new fall prevention devices.

- 2. The crew would remove the new vent from the top center of the tank and attach a winch or pulley system to a tripod set-up over the opening. On the roof, personnel would be working from inside the security of a roof railing around the center attachment area and the roof hatch.
- 3. The crew would lower the rescue basket down the riser and out the new 30 inch diameter manway at the bottom.

#### Modifications Necessary (As stated in the recommendations):

- 1. Install a 30 inch manway in the bottom of the riser.
- 2. Install a new sidewall ladder with a step-off platform.
- 3. Install a new 30 inch roof hatch.
- 4. Install a new wet interior ladder.
- 5. Install a grate over the riser.

#### Equipment:

Winch or pulley system and a tripod Tag line Rescue basket

#### **COST SUMMARY:**

Exterior overcoat	\$50,000
Pit piping repaint	4,000
Balcony access opening	5,000
Roof painter's rail	6,000
Overflow discharge modification	3,000
30 inch riser manway	9,000
30 inch roof hatch	4,000
Frost-free roof vent	6,000
Sidewall ladder and step off platform	12,000
Vandal guard	2,000
Wet interior ladder	10,000
Riser grate	4,000
Sub Total	\$115,000
Engineering and Contingencies	<u>\$27,000</u>
Total	\$142,000

<u>Notes:</u> Safety improvements other than fall prevention devices are optional and can be delayed. Best price for safety improvements would be obtained by including them with exterior painting.

#### **INSPECTION:**

On November 7, 2019 Dixon Engineering Inc. performed a preliminary maintenance inspection on the 100,000 gallon double ellipse elevated water storage tank owned by the City of Van Meter, Iowa. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report.

The inspection was performed by Josh Grover, Engineering Technician. The inspector was assisted by Paul Moore, ROV Operator, and Tim Wilson, Project Manager. The wet interior inspection was completed with a remotely operated vehicle (ROV). Video of the inspection and still photos are included with this report. No cleaning was performed in the wet interior during the ROV inspection.

#### **GENERAL INFORMATION:**

The tank was built in 1980 by Universal Tank & Iron Works with a height to low-water level of 100 feet.

#### **CONDITIONS AND RECOMMENDATIONS:**

#### **EXTERIOR COATING CONDITIONS:**

Information provided by the City of Van Meter indicates that the exterior was repainted in 2009. The exterior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was a urethane system.

The leg coating is in good condition with a few failures. Primary method of deterioration is spot failures to the substrate.

The riser and bowl coating is in good condition with no failures.

Coating on the top of the balcony is in good condition with no failures. There is minor graffiti on the balcony.

The sidewall coating is in good condition with no failures are on the sidewall. There is lettering that states "VAN METER BULLDOGS" on the sidewall in one location.

The roof coating is in good condition with a few failures. Primary method of deterioration is spot failures to the substrate.

Adhesion testing was not performed due to cold temperatures and wet conditions. Testing in cold temperatures and in wet conditions with condensation on the surface could cause inaccurate results. Adhesion testing should be performed before overcoating.

#### **EXTERIOR COATING RECOMMENDATIONS:**

Take no immediate action on the exterior coating. Budget for overcoating in five years. The typical overcoat frequency for modern urethane systems is fifteen years. There is always a risk in overcoating the exterior, but we have had several successful projects when performed in the timeframe noted. The risk of poor adhesion of the overcoat system gets higher as the existing system gets older.

The recommended procedure is to high pressure water clean (5,000-10,000 psi) the exterior to remove any poorly adhered coating and any contaminants. Coating failures to the substrate would be spot power tool cleaned to bare metal (SSPC-SP11) condition. All sharp edges would be feathered into the surrounding coating.

The coating system would consist of a spot prime coat on the bare metal, a full coat of epoxy, followed by two full coats of urethane. The urethane system offers excellent abrasion resistance with high gloss and sheen retention. The expected life of this system is fifteen years. The system can be overcoated again in fifteen years, extending the total life of the coating to approximately forty-five years. The tank would be removed from service during the coating project. This is necessary to reduce condensation on the tank's surface. Urethane coatings have a minimum temperature requirement for application and are sensitive to moisture during the curing process. If moisture is present during the curing the coating to solve a solve a solve a solve and solve a minimum temperature is present during the curing the curing process. The solve and are solved as a solve a solve a solve a solve a minimum temperature is present during the curing the curing process. The solve are solved as a solve a solve

#### WET INTERIOR COATING CONDITIONS:

Information provided by city of Van Meter indicated the wet interior was repainted in 2009. The wet interior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was an epoxy system.

The roof coating is in good condition overall with several failures. Primary methods of deterioration is spot failures to the substrate and weld burns.

The sidewall coating is in good condition with no failures. There is no significant coating damage at the high-water level which would be the area most affected by ice movement.

The bowl was covered with approximately 2 to 4 inches of sediment that limited the amount of surface visible with the ROV.

The riser was not inspected because the ROV cannot maneuver in the tight space.

The surfaces below the normal operating water level are covered with mineral staining which does not affect the integrity of the coating system.

#### WET INTERIOR COATING RECOMMENDATIONS:

The existing coating system has not deteriorated to the point where replacement is warranted. Reinspect in five years to update conditions and recommendations.

#### **<u>PIT PIPING CONDITIONS:</u>**

There is a pit below the tank that contains piping and valves. The pit has a metal cover that is in good condition. The piping is in good condition. The coating on the piping is in poor condition with extensive coating failures.

#### **<u>PIT PIPING RECOMMENDATIONS:</u>**

Abrasive blast clean the piping to a commercial (SSPC-SP6) condition and repaint with an epoxy system. The estimated cost is \$4,000.

#### **SITE CONDITIONS:**

The tank is located on a large fenced site. The tank is adjacent to residential development and open fields. There are two antenna buildings adjacent to the tank.

#### FOUNDATION AND ANCHOR BOLT CONDITIONS:

The top 0 to 3 inches of the riser foundations are exposed. The top 0 to 8 inches of the leg foundations are exposed. The exposed concrete foundations are in good condition. There is minor deterioration with some cracking. The top of the riser and leg foundations are coated. The coating is in poor condition with some erosion.

There are four anchor bolts evenly spaced around the riser and two anchor bolts on each leg. The anchor bolts are in good condition with no deterioration.

#### FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:

Excavate the buried foundations and coat the exposed concrete with an epoxy coating system to help prevent further deterioration. The cost would be incidental to exterior painting.

#### **GROUT CONDITIONS:**

The grout between the baseplate and the foundation is in good condition on the riser and in good condition on the legs with none damaged or missing.

#### **BALCONY CONDITIONS:**

The exterior balcony is a walkway with a railing that surrounds the sidewall. The balcony is in good condition overall. The balcony is 24 inches wide with a 42 inch high handrail. The handrail consists of vertical posts with a midrail and a kick plate at the balcony floor. There is not an opening in the balcony or balcony railing for leg ladder access. Personnel are required to climb from the ladder over the railing to access the balcony walkway.

The exterior balcony does not contain enough drainage holes and water is pooling on the walkway.

#### **BALCONY RECOMMENDATIONS:**

Drill holes in the balcony to drain water and prevent water from ponding on the top of the balcony. The cost would be incidental to the next painting project.

Install an opening at the balcony railing at the leg ladder connection and install a swing gate. The opening allows the climber to transition from the ladder to the balcony without climbing over the railing. The estimated cost is \$5,000.

#### **ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING CONDITIONS:**

There is a handrail on the roof surrounding the roof hatch and the vent. The handrail is in good condition. The handrail is being used for antenna mounting. The tank does not have a painter's railing.

There are no roof rigging couplings for safety and staging lines during wet interior coating work.

#### **ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING RECOMMENDATIONS:**

Install a painter's railing outside the existing roof handrail. The railing gives the contractor a rigging point for staging. The estimated cost is \$6,000.

Install rigging couplings on the roof under the new painter's railing for fall prevention of workers in the wet interior. The couplings would allow a contractor working in the wet interior to be tied off to a fall prevention device at all times. The cost would be incidental to the next painting project.

#### **ANTENNA CONDITIONS:**

There are six roof antennas and miscellaneous antenna equipment attached to the roof handrail. There are nine antennas and miscellaneous antenna equipment attached to balcony railing. Cable routing interferes with access to the roof hatch and is routed across the top of the balcony.

#### **ANTENNA RECOMMENDATIONS:**

Request that the antenna owners return to correct deficiencies in antenna mounting. Cables need to be properly secured and the antenna over the roof hatch needs to be moved.

#### **SWAY ROD/BOWL SAFETY CONDITIONS:**

There are sway rods and struts that connect between the legs. The rods are intended to keep the legs in alignment and are equipped with turnbuckles for adjusting tension. The sway rods and struts are in good condition. Because of the inaccessibility of the upper sway rods the tension could not be determined at every bay. However, based on the accessible bay at ground level it appears that the rods are in proper tension as designed.

There are riser tie rods that extend from each leg to the riser. The rod is bolted to welded lugs on the riser. The rods help keep the legs and riser in alignment. The riser tie rods are in good condition.

There are no rigging couplings under the bowl for safety line attachments during exterior coating.

#### SWAY ROD/BOWL SAFETY RECOMMENDATIONS:

Install rigging couplings on the bowl halfway between each leg and the riser. The couplings would be used by contractors for rigging safety lines. Currently the contractor does not have a separate independent tie off location for safety lines. Without additional attachment points the rigging and safety lines would be tied to the same location. The cost would be incidental to the next painting project.

#### **OVERFLOW PIPE CONDITIONS:**

The tank has a 4 inch overflow pipe that exits the upper sidewall, extends along the sidewall, through the balcony, and down along a leg to ground level. The discharge end of the overflow pipe is screened. The screen is in good condition but is oversized. The pipe discharges to a splash pad. The air gap meets the required 12-24 inches. The discharge area is in good condition.

#### **OVERFLOW PIPE RECOMMENDATIONS:**

Immediately replace the screen on the overflow pipe discharge with a 24 mesh screen as required by the Iowa DNR. The work can be performed by in-house personnel.

Modify the overflow pipe with the next paint project so it points downward and install a screened flap gate at the overflow pipe discharge. The flap gate would allow water to discharge even if the screen becomes covered with debris or frosted over. It is designed to stay closed to prevent rodents or birds from entering the pipe. These changes will make the overflow discharge compliant with Iowa DNR requirements. The estimated cost is \$3,000.

#### HATCH AND MANWAY CONDITIONS:

There is a 24 inch roof hatch to the wet interior that is in good condition. The hinged cover is in good condition. There is no handhold next to the hatch to aid in entering and exiting the opening. The hatch was secured with a clip. The hatch is restricted from opening fully by an antenna mounted directly above the hatch.

There is a  $12 \times 18$  inch manway in the riser that is in good condition. The manway gasket showed no signs of leakage and the bolts are in good condition.

#### HATCH AND MANWAY RECOMMENDATIONS:

Install a 30 inch manway in the riser. Average rescue baskets will not pass through the existing manway. The estimated cost is \$9,000.

Replace the wet interior roof access hatch with a new 30 inch hatch. Average rescue baskets will not pass through the existing hatch. The estimated cost is \$4,000.

Install a handhold at the wet interior roof hatch and access tube roof hatch to assist entering and exiting the openings. The cost would be incidental to the next painting project.

#### VENT CONDITIONS:

The roof vent is a 16 inch flow through design that is in fair condition. The screen is intact and in good condition. The screen mesh size is larger than the recommended 24 mesh. This is a possible entry point for insects, though none were observed inside the tank.

#### **VENT RECOMMENDATIONS:**

Replace the screen on the roof vent with a 24 mesh screen as required by Iowa DNR. The work can be performed by in-house personnel.

Replace the roof vent with a frost-free pressure vacuum vent during the next paint project. The new vent would have a movable plate that would allow air to flow in and out of the tank even if the screens become plugged or frosted over. The vent can be removed during coating or rescue operation for additional light and ventilation. The estimated cost is \$6,000.

Annually inspect the roof vent for tears and gaps in the screen and to ensure the pressure plate is free to move.

#### LADDER CONDITIONS:

The exterior leg ladder starts approximately 17 feet above ground level and extends up to the balcony. The leg ladder is equipped with a cable-type fall prevention device that is in good condition. The fall prevention cable is mounted to the side of the ladder. There is no vandal guard on the leg ladder.

There is a fixed sidewall/roof ladder that follows the curve of the roof to the center near the vent. The ladder is in good condition. The ladder is equipped with a cable-type fall prevention device that is in good condition. The fall prevention cable is mounted to the side of the ladder.

There is no ladder in the wet interior.

#### LADDER RECOMMENDATIONS:

Adjust the fall prevention devices on the exterior leg, sidewall, and roof ladders so that the glides function properly. The cost would be incidental to the next paint project.

Replace the roof/sidewall ladder with a vertical sidewall ladder that runs up to a step-off platform. The platform would have a handrail that would extend around the roof hatch. The step-off platform and railing will provide a safer working area at the roof hatch. The estimated cost is \$12,000.

Install a vandal guard on the leg ladder to prevent access. The estimated cost is \$2,000.

Install a ladder in the wet interior from the roof to the bowl that is equipped with a new fall prevention device. The estimated cost is \$10,000.

#### WET INTERIOR SAFETY CONDITIONS:

There is no grate over the riser opening in the wet interior.

#### WET INTERIOR SAFETY RECOMMENDATIONS:

Install a grated cover over the top of the riser with a hinged opening for access. The grate will prevent personnel from falling through the riser opening. The hinged access will allow for inspection of riser during maintenance inspections. The estimated cost is \$4,000.

#### WET INTERIOR METAL CONDITIONS:

The steel structure is in good condition above and below the high-water level. There is no active pitting at the coating failures on the roof.

# DIXON ENGINEERING, INC. STEEL TANK FIELD INSPECTION REPORT LEGGED TANK

DATE: November 7, 2019

OWNER: <u>City of Van Meter</u> CLIENT CODE: <u>15-25-06-02</u> LOCATION: Address: <u>2682 Brookfield Lane</u> City: <u>Van Meter</u> State: <u>Iowa</u> TANK SIZE: Capacity: <u>100,000 gallons</u> Tank diameter: <u>30 feet (measured)</u> Bottom (LWL): <u>100 feet (from nameplate)</u> Overflow (HWL): <u>120 feet 8 inches</u> Head range: <u>20 feet 8 inches (from nameplate)</u> CONSTRUCTION: <u>Welded</u> Type: <u>Double ellipse</u> YEAR CONSTRUCTED: <u>1980</u> MANUFACTURER: <u>Universal Tank & Iron Works</u> CONTRACT NUMBER: <u>6821</u>

COATING HISTORY	<b>EXTERIOR</b>	<u>WET</u> <u>INTERIOR</u>	
YEAR LAST COATED	<u>2009</u>	<u>2009</u>	
CONTRACTOR	<u>K &amp; W</u> <u>Coatings</u>	<u>K &amp; W</u> <u>Coatings</u>	
COATING	Zinc, Epoxy,	Zine Energy	
SYSTEM	<b>Urethane</b>	<u>Zinc, Epoxy</u>	
SURFACE	SSPC-SP10	SSPC-SP10	
PREPARATION	<u> 55FC-5F10</u>	<u>55PC-5P10</u>	
COATING	Thomas	Tnomoo	
MANUFACTURER	<u>Tnemec</u>	<u>Tnemec</u>	
HEAVY METAL	No	No	
COATING SAMPLES	110	<u>110</u>	
HEAVY METAL	<b>Presumed No</b>	Presumed No	
BEARING	<u>i i esuineu no</u>	<u>1 i csuilleu 110</u>	

PERSONNEL: Inspector <u>Josh Grover</u>, Top person <u>Tim Wilson</u>, ROV operator <u>Paul Moore</u> TYPE OF INSPECTION: <u>Preliminary Maintenance</u> METHOD OF INSPECTION: <u>ROV</u> YEAR LAST INSPECTED: <u>Unknown</u>

#### **SITE CONDITIONS**

Fenced: Yes
Site large enough for contractor's equipment: Yes
Control building: No
Antenna control site: Yes
Number: 2 (buildings)
Location: Adjacent to tank
Would antenna sites interfere with containment: Yes
Neighborhood: Open/fields, residential
Power lines within 50 feet: No
Site drainage: Away from tank
Indications of underground leakage: No
Shrub, tree, etc. encroachment: No
Site comments: There are holiday lights and a star hanging on the tank
below the balcony

#### **EXPOSED PIPING**

Location: <u>Tank base (in pit)</u> Condition of structure: <u>Good</u> Structure is: <u>Wet</u> Pump present: <u>No</u> Cover condition: <u>Good</u> Locked: <u>No</u> Altitude valve: <u>No</u> Pipe coating condition: <u>Poor</u> Describe coating: <u>Spot coating failures to substrate, rust bleedthrough,</u> <u>rust undercutting</u> Condition of metal: <u>Good</u>

#### **FOUNDATION**

#### **Riser:**

Foundation exposed: <u>Yes</u> Exposed height: <u>0-3 inches</u> Exposed foundation condition: <u>Good</u> Damage or deterioration: <u>No</u>

## **FOUNDATION**

Foundation coated: <u>Yes</u> Coating condition: <u>Poor</u> Type of baseplate gap filler: <u>Grout</u> Condition: <u>Good</u> Amount missing: <u>0 feet</u> Undermining of foundation: <u>No</u>

#### Legs:

Foundations exposed: <u>Yes</u> Exposed height: <u>0-8 inches</u> Exposed foundation condition: <u>Good</u> Damage or deterioration: <u>Yes</u> Type of damage: <u>Cracks</u> Severity: <u>Minor</u> Crack location: <u>Random</u> Total length cracking: <u>3 feet (0 feet need repair)</u> Foundation coated: <u>Yes</u> Coating condition: <u>Poor</u> Type of baseplate gap filler: <u>Grout</u> Condition: <u>Good</u> Amount missing: <u>0 feet</u> Undermining of foundation: <u>No</u>

# **EXTERIOR COATING**

# Legs:

Number: <u>4</u> Type: <u>Tubular</u> Dimensions: <u>24 inches</u> Topcoat condition: <u>Good</u> Previous coat condition: <u>Good</u> Describe coating: <u>Spot coating failures to substrate</u> Dry film thickness: <u>5-8 mils</u> Metal condition: <u>Good</u> Leg comments: <u>There are a few spot coating failures that are the size of</u> <u>a dime or smaller.</u>

#### <u>Riser:</u>

Type: <u>Wet</u> Diameter: <u>5 feet</u> Topcoat condition: <u>Good</u>

# **EXTERIOR COATING**

Previous coat condition: <u>Good</u> Describe coating: <u>No significant coating deterioration</u> Mildew growth: <u>Yes - moderate</u> Dry film thickness: <u>3-7 mils</u> Metal condition: <u>Good</u> Bottom shell steel thickness: <u>0.274 inches</u>

# **Bowl:**

Topcoat condition: <u>Good</u> Previous coat condition: <u>Good</u> Describe coating: <u>No significant coating deterioration</u> Mildew growth: <u>Yes - light</u> Metal condition: <u>Good</u>

# Sidewall:

Lettering: <u>Yes</u> Number: <u>1</u> Lettering content: <u>VAN METER BULLDOGS</u> Logo: <u>No</u> Topcoat condition: <u>Good</u> Previous coat condition: <u>Good</u> Describe coating: <u>No significant coating deterioration</u> Dry film thickness: <u>5-10 mils</u> Metal condition: <u>Good</u>

# Roof:

Topcoat condition: <u>Good</u> Previous coat condition: <u>Good</u> Describe coating: <u>Spot coating failures to substrate</u> Dry film thickness: <u>8-10 mils</u> Metal condition: <u>Good</u> Roof comments: <u>The spot coating failures are on the plates for the hand</u> <u>rail mounts and ladder supports.</u>

# **EXTERIOR APPURTENANCES**

# **Riser manway:**

Dimensions: <u>12 x 18 inches</u> Hinged: <u>No</u> Coating condition: <u>Good</u> Metal condition: <u>Good</u>

# Anchor bolts:

Number of bolts per leg: <u>2</u> Diameter: <u>1 ½ inches</u> Coating condition: <u>Good</u> Metal condition: <u>Good</u> Number of riser bolts: <u>4</u> Diameter: <u>1 inch</u> Coating condition: <u>Good</u> Metal condition: <u>Good</u>

#### **Overflow pipe:**

Diameter: <u>4 inches</u> Coating condition: <u>Good</u> Metal condition: <u>Good</u> Condition of screen: <u>Good</u> Percent of screen open: <u>99</u> Mesh size: <u>4</u> Flap gate: <u>No</u> Air gap: <u>Yes</u> Lowest part of discharge to the ground distance: <u>12 inches</u> Overflow discharges to: <u>Concrete pad</u> Condition: <u>Good</u>

#### Leg ladder:

Height to start of ladder: <u>17 feet</u>
Toe clearance: <u>7 inches or greater</u>
Width of rungs: <u>16 inches</u>
Thickness of rungs: <u>34 inch</u>
Shape of rungs: <u>Round</u>
Coating condition: <u>Good</u>
Metal condition: <u>Good</u>
Fall prevention device: <u>Yes</u>
Type: <u>Cable</u>
Function properly: <u>Yes</u>
Cage: <u>No</u>
Vandal guard: <u>No</u>
Step off platform: <u>No</u>
Ladder comments: <u>The cable for the fall prevention device is on the side</u>
<u>of the ladder</u>

# Struts and rods:

Number of bays: <u>3</u> Sway rod coating condition: <u>Good</u> Metal condition: <u>Good</u> Loose rods: <u>No</u> Strut coating condition: <u>Good</u> Metal condition: <u>Good</u> Riser tie rod coating condition: <u>Good</u> Metal condition: <u>Good</u> Connection to riser: <u>Welded lugs</u>

# **Bowl rigging couplings:**

N/A

# **Balcony:**

Balcony width: 24 inches Railing height: 42 inches Midrail style: Midrail Kickplate height: 3 inches Vertical post type: Angle Size: 2 x 2 inches Top rail type: Angle Size: 2 x 2 inches Midrail type: Plate Size: <sup>1</sup>/<sub>4</sub> x 2 inches Opening for access: No Missing any bolts or rivets: No Penetrations reinforced: Yes (#1) Coating condition: **Good** Describe coating: No significant coating deterioration Metal condition: Good Evidence of water pooling: Yes Balcony comments: There is graffiti on the balcony floor

# Antennas:

Roof Number: <u>6</u> Attached to: <u>Handrail</u> Balcony number: <u>9</u> Attached to: <u>Railing</u> Cable runs: <u>Under balcony</u>

Leg number: <u>0</u> Antenna or cable interference: <u>Yes</u> <u>Routed across the balcony</u> Antennas or cables interfere with access: <u>Yes</u> Location: <u>Roof</u>

Antenna comments: <u>The antenna mounting pole is 6 inches above the</u> <u>wet interior roof hatch which does not allow the hatch to fully open</u>

# Sidewall ladder:

Design: Fixed
Coating condition: Good
Metal condition: Good
Toe clearance: 7 inches or greater
Width of rungs: 16 inches
Thickness of rungs: <u>34 inch</u>
Shape of rungs: <u>Nound</u>
Fall prevention device: <u>Yes</u>
Type: <u>Cable</u>
Function properly: <u>Yes</u>
Cage: <u>No</u>
Sidewall ladder comments: <u>The cable for the fall prevention device is on the side of the ladder
</u>

Step-off platform: N/A

# <u>Roof ladder:</u> <u>Continuation of sidewall ladder</u>

Roof handrail:Diameter: 14 feetHeight: 42 inchesMidrail height: 22 inchesKick plate height: 4 inchesVertical post type: AngleSize: 2 ½ x 2 ½ inchesTop rail type: AngleSize: 2 ½ x 2 ½ inchesMidrail type: AngleSize: 2 ½ x 2 ½ inchesMidrail type: AngleSize: 2 ½ x 2 ½ inches

Coating condition: <u>Good</u> Metal condition: <u>Good</u>

Painter's rail: N/A

Roof rigging points: N/A

# Wet interior roof hatch:

Neck size: 24 inches Distance from center of the tank (to outer edge): 9 feet Shape: Round Handhold at opening: No Curb height: 4 inches Cover overlap: 2 inches Hatch security: None Outside coating condition: Good Inside coating condition: Good Metal condition: Good Hatch comments: Hatch cannot be fully opened due to location of antenna mounting pole

# **Bolted ventilation hatch:**

<u>N/A</u>

# **Roof vent:**

Number: <u>1</u> Distance from center of the tank (to outer edge): <u>0 feet</u> Type: <u>Flow-through</u> Neck diameter: <u>16 inches</u> Coating condition: <u>Good</u> Metal condition: <u>Good</u> Screen condition: <u>Good</u> Mesh size: <u>4</u>

**Aviation lights:** 

<u>N/A</u>

## **EXTERIOR APPURTENANCES** Electrical:

N/A

## WET INTERIOR COATING

## **Roof:**

Topcoat condition: <u>Good</u> Primer coating condition: <u>Good</u> Describe coating: <u>Spot coating failures to substrate</u> Metal condition: <u>Good</u> Lap seams: <u>Open</u> Condition of laps: <u>Good</u> Roof comments: <u>There was water vapor in the air, could not get grease</u> <u>photos. The hatch only opens 6 inches. There are weld burns from the</u> <u>installation of the handrail and handrail supports</u>

## Sidewall:

Topcoat condition: <u>Good</u> Primer coating condition: <u>Good</u> Describe coating: <u>No significant coating deterioration</u> Mineral deposits: <u>Heavy</u> Metal condition: <u>Good</u> Active pitting: <u>No</u> Previous pitting: <u>No</u> Sidewall comments: <u>Some scaling of mineral deposits off of the sidewalls</u>

## Tank bottom:

Covered in sediment could not inspect with ROV Sediment depth: <u>2-4 inches</u>

## **Riser:**

Could only inspect the top with ROV Topcoat condition: <u>Good</u> Primer coating condition: <u>Good</u> Describe coating: <u>No significant coating deterioration</u> Mineral deposits: <u>Moderate</u> Metal condition: <u>Good</u> Active pitting: <u>No</u> Previous pitting: <u>No</u> Riser comments: <u>There are holes drilled in the riser extension. The</u> <u>riser is about 6 inches above the bowl</u>

## WET INTERIOR APPURTENANCES Tank ladder: <u>N/A</u>

## **Cathodic protection:**

<u>N/A</u> Clips: <u>No</u> Pressure fitting: <u>No</u>

## **Roof stiffeners:**

<u>N/A</u>

Sidewall stiffeners: <u>N/A</u>

Overflow pipe inlet: Type: <u>Weir box</u> Coating condition: <u>Good</u> Metal condition: <u>Good</u>

## <u>Separate draw pipe:</u> <u>N/A</u>

Mixer: N/A

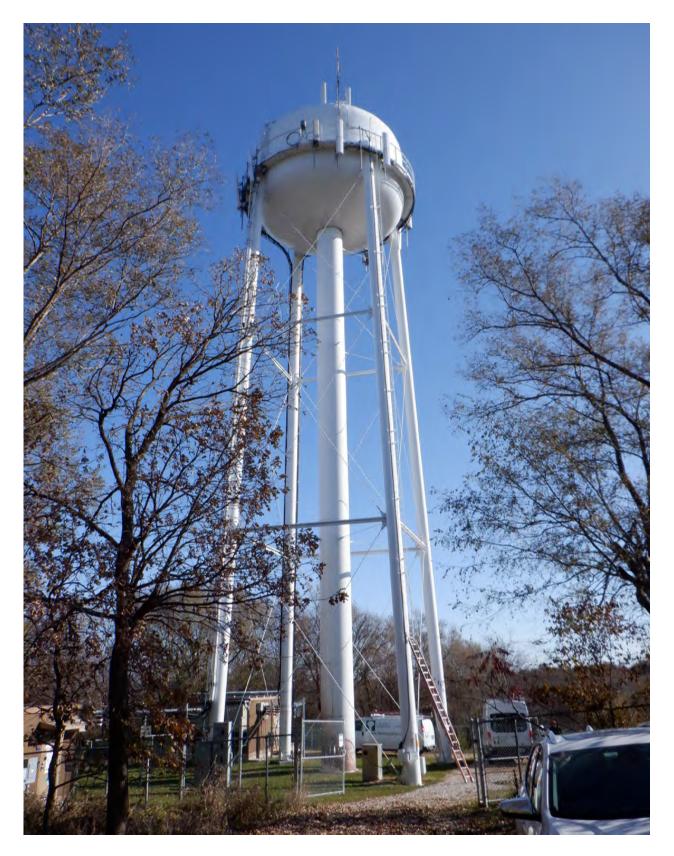
Riser safety: Riser grate: <u>No</u>

Riser railing: <u>No</u>

## <u>Siphon:</u>



Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.



100,000 gallon double ellipse tank located in Van Meter, Iowa.



1) The riser foundation is in good condition.



2) The riser grout is in good condition.



3) Typical riser anchor bolt is in good condition.



4) The riser manway is in good condition.



5) The coating on the riser is in good condition.





7) The weld riser tie rod connections are in good condition.



8) The riser to bowl junction is in good condition.



9) Some of the leg foundations are covered in soil.



10) The exposed leg foundations are in good condition with minor deterioration.



11) Minor crack in a leg foundation.



12) The grout at the leg foundations is in good condition.



13) Typical leg anchor bolt is in good condition.



14) The overflow pipe discharge and splash pad are in good condition.



15) The overflow screen is in good condition but is oversized.



16) The coating on the legs is in good condition overall.



17) There are spot coating failures on the legs.



18) The leg ladder is in good condition.



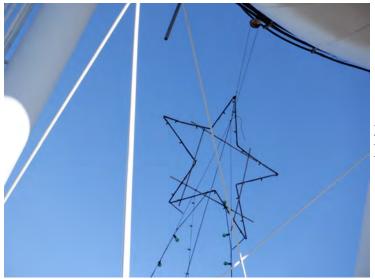
19) The fall prevention device is attached to the side of the ladder.



20) The coating on the struts is in good condition.

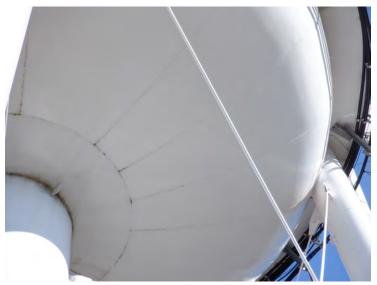


21) The coating on the sway rods is in good condition.



22) There are holiday lights hanging from the balcony.

23) The coating on the bowl is in good condition.







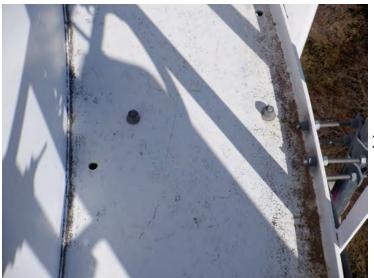
25) Same.



26) There is no ladder opening for safe access to the balcony.



27) The coating on the balcony is in good condition.



28) Same.



29) There is graffiti on the balcony floor.



30) The overflow penetration is reinforced.

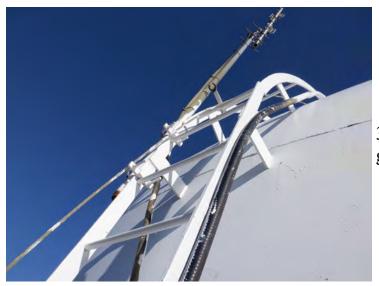


31) The coating on the sidewall is in good condition.



32) Same.





34) The sidewall ladder is in good condition.



35) The coating on the roof is in good condition.





37) There are spot coating failures on the roof handrail support plates.



38) The roof vent is in fair condition.



39) The vent screen is in good condition but is oversized.



40) The handrail is in good condition.



41) The handrail is being used for mounting antennas.



42) There is an antenna mounted 6 inches above the wet interior hatch.



43) The wet interior roof hatch can only be partially opened.





45) The hatch was left secured with a clip.



46) The coating on the interior roof is in good condition overall.





48) There are weld burns on the interior roof coating from the handrail installation.



49) The coating on the overflow weir box is in good condition.



50) The coating on the sidewall is in good condition.





52) The sidewall has heavy mineral staining.



53) The tank bottom is covered in sediment.





55) Same.



56) The riser extends approximately 6 inches above the bowl.



57) There are holes in the riser extension for draining the tank.



58) There is a pit below the tank.



59) The coating on the pit piping is in poor condition.



# Agenda Item #8

# **Public Hearings**

<b>#1 - Short-Term Vacation</b> <b>Mayor</b> : I would entertain a mo		ıblic hearing.	
City Councilmember:	So moved.	City Councilmember:	Second.
Mayor: All in favor?Ye	es No		
<b>Mayor</b> : The public hearing is o heard regarding this matter?	open as of	_pm. Has City staff received any co	mment to be
City Clerk: Provides summary	of matter for hear	ing.	
Mayor: Does anyone present	wish to comment c	on this matter?	
Mayor: I would entertain a mo	tion to close the pu	ublic hearing.	
City Councilmember:	So moved.	City Councilmember:	Second.
Mayor: All in favor?Ye	es No		
Mayor: The public hearing is o	closed as of	pm.	
#2 - Solar Energy Syster Mayor: I would entertain a mo		ıblic hearing.	
City Councilmember:	So moved.	City Councilmember:	Second.
Mayor: All in favor?Ye	es No		
<b>Mayor</b> : The public hearing is cheard regarding this matter?	open as of	_pm. Has City staff received any co	mment to be
City Clerk: Provides summary	of matter for hear	ing.	
Mayor: Does anyone present	wish to comment c	on this matter?	
Mayor: I would entertain a mo	tion to close the pu	ublic hearing.	
City Councilmember:	So moved.	City Councilmember:	Second.
Mayor: All in favor?Ye	es No		
Mayor: The public hearing is o	losed as of	pm	



## NOTICE OF PUBLIC HEARING

**YOU ARE HEREBY NOTIFIED THAT** on the 11<sup>th</sup> day of November 2024, the Van Meter City Council at its meeting at 7 PM at the Van Meter United Methodist Church, 100 Hazel Street, Van Meter Iowa, will consider proposed amendments to the Van Meter City Code of Ordinances Chapter 161 Rental Housing Code and Chapter 165 Zoning Regulations relating to Short Term Vacation Rentals. You are invited to attend and comment. Written comments may be submitted to Jess Drake – City Clerk, PO Box 160, Van Meter, Iowa or emailed to jdrake@vanmeteria.gov no later than 5:00pm on the day of the hearing.

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

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk



## NOTICE OF PUBLIC HEARING

**YOU ARE HEREBY NOTIFIED THAT** on the 11<sup>th</sup> day of November 2024, the Van Meter City Council at its meeting at 7 PM at the Van Meter United Methodist Church, 100 Hazel Street, Van Meter Iowa, will consider a proposed amendment to the Van Meter City Code of Ordinances Chapter 165 Zoning Regulations relating to Solar Energy Systems. You are invited to attend and comment. Written comments may be submitted to Jess Drake – City Clerk, PO Box 160, Van Meter, Iowa or emailed to <u>jdrake@vanmeteria.gov</u> no later than 5:00pm on the day of the hearing.

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

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

# Agenda Item #9

**Discussion and Possible Action:** 

Ordinance #2024-25 Amending the Code of Ordinances of the City of Van Meter Chapters 161 and 165 regarding Short Term Vacation Rentals

Submitted for: Discussion and Possible Action

The draft ordinance is included in the packet. Upon recommendation from staff, Planning & Zoning have reviewed and recommended approval as written in the minutes from 10/30/24.

Recommendation: Approval

Sample Language: Motion to make this reading the first and final reading of Ordinance 2024-25 (An Ordinance Amending the Code of Ordinances of the City of Van Meter Chapters 161 and 165 regarding Short Term Vacation Rentals) waiving the requirement for subsequent readings and moving to approval and adoption of said Ordinance.

City Councilmember:	So moved.					
City Councilmember:	Second.					
Mayor: <i>Roll Call Please.</i>						
City Clerk: Akers B	ott Grolmus	_ Pelz	_Westfall			

### ORDINANCE NO. 2024-25

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO SOLAR ENERGY SYSTEMS IN CHAPTER 165 ZONING CODE

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

**SECTION 1. DEFINITION ADDED.** Definition added to Chapter 165 Zoning Regulations of the Code of Ordinances of the City of Van Meter, Iowa, is added causing the renumber of the remaining definitions:

**59.** "Short-Term Rental" means any residential property, dwelling, condominium, or portion thereof that is available for use or is used for accommodations or lodging of guests, who pay a fee or other compensation, for a period of less than thirty-one (31) consecutive days. "Vacation rentals" or "Short-Term Rental" means any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests and which are known in the trade as such. The terms "Vacation Rental" or "Short-Term Rental" do not include any hospital, convalescent or nursing home or sanitarium, or any facility associated with a hospital providing rooms for medical patients and their families, nor do they include any hotel, motel, or bed and breakfast facility.

**60**. "Sign" means any structure or device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public. Any non-illuminated or illuminated sign with non-moving, non-flashing, and non-rotating light conforming to the applicable standards set forth in the categories below is exempt from the general sign requirements of each zoning district. However, such sign must meet all other requirements described for its category

A. Directional/Informational Signs. Up to four free-standing on-premises signs per nonresidential lot with a maximum height of three feet and a total maximum sign area per lot not to exceed 32 square feet. One off-premises sign for an institutional use may be allowed by special permit from the Zoning Administrator.

B. Flags. Any official governmental flag, or flag displaying the recognized symbol of a non-profit organization.

C. Historical Marker. A marker, monument, plaque, or other type sign or notice located on public or private property which identifies documents or records an historical event pertaining to the structure on which it is located. One sign per building no larger than 12 square feet is permitted.

D. Incidental Signs. A sign pertaining to specific products services, or facilities available on the premise. A maximum of five signs per nonresidential lot with a total maximum of 32 square feet.

E. Institutional Signs. An on-premises sign pertaining to a medical, charitable, religious, educational, or civic institution with a maximum size of 40 square feet.

61. "Specified anatomical areas" means:

A. Less than completely and opaquely covered human genitals, pubic region, buttocks, and female breasts below a point immediately above the top of the areola; and

B. Human male genitals in a discernible turgid state, even if completely and opaquely covered.

62. "Specified sexual activities" means:

A. Human genitals in a state of sexual stimulation or arousal;

B. Acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.

**63**. "Story" means that portion of a building between the surface of any floor and the surface of the floor next above it, or if there is no floor above it the space between such floor and the ceiling next above it.

**64**. "Street" means a public or private thoroughfare, being a right-of-way of a required width, which affords a primary means of access to abutting property.

**65**. "Structure" means anything constructed or erected which requires location on the ground or attachment to something having a location on the ground, including satellite receiving antenna.

**66**. "Structural alteration" means any change in the supporting members of a building, including (but not limited to) bearing walls, load bearing partitions, columns, beams, or girders, or any substantial change in the exterior walls or roof, beyond ordinary repairs and maintenance.

**67**. "Yard" means an open space on the same lot with a building or structure open, unoccupied, and unobstructed by structures, except as otherwise provided in this chapter.

**68**. "Yard, front" means an open space extending across the full width of the lot and lying between the front lot line and the nearest line of the principal building, other than the usual projection of steps.

**69**. "Yard, rear" means an open space extending across the full width of the lot and lying between the rear lot line and the nearest line of the principal building, other than the usual projection of steps.

**70**. "Yard, side" means an open space extending from the front yard to the rear yard between a building and the side lot line.

**SECTION 2. DEFINITION ADDED.** Definition added to Chapter 161 Rental Housing Code of the Code of Ordinances of the City of Van Meter, Iowa, is added causing the renumber of the remaining definitions:

**6**. "Short-Term Rental" means any residential property, dwelling, condominium, or portion thereof that is available for use or is used for accommodations or lodging of guests, who pay a fee or other compensation, for a period of less than thirty-one (31) consecutive days. "Vacation rentals" or "Short-Term Rental" means any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests and which are known in the trade as such. The terms "Vacation Rental" or "Short-Term Rental" do not include any hospital, convalescent or nursing home or sanitarium, or any facility associated with a hospital providing rooms for medical patients and their families, nor do they include any hotel, motel, or bed and breakfast facility."

7. "Tenant" means a person occupying a dwelling unit who pays, or has payments made on the individual's behalf, a stated payment at fixed intervals for the use of the dwelling unit. The term includes a person occupying a dwelling unit owned by another individual, who in return for housing agrees to occupy and maintain the premises. Payment of utilities is not required under the terms of this chapter for a person to be considered a "tenant" within the meaning of this chapter.

**SECTION 3. AMENDMENT TO SECTION 161.02 Title and Purpose.** Amended to read as stated below:

This chapter shall be known as the City of Van Meter Rental Housing Code. The purpose of this chapter is to ensure that rental housing facilities and short-term rentals and the conditions of such facilities are of sufficient quality to protect and promote the health, safety and welfare of those persons utilizing such housing as well as the general public.

**SECTION 4. 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 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

	nd
approved this day of,	
Mayor	
ATTEST:	
City Clerk	
First Reading:	
Second Reading:	
Third Reading:	
l certify that the foregoing was published as Ordinance No on the	
day of,	

City Clerk

# Agenda Item #10

# Discussion and Possible Action:

Ordinance #2024-26 Amending the Code of Ordinances of the City of Van Meter Chapter 165 regarding Solar Energy Systems

Submitted for: Discussion and Possible Action

The draft ordinance is included in the packet. Upon recommendation from staff, Planning & Zoning have reviewed and recommended approval as written in the minutes from 10/30/24.

Recommendation: Approval

Sample Language: Motion to make this reading the first and final reading of Ordinance 2024-2 (An Ordinance Amending the Code of Ordinances of the City of Van Meter Chapter 165 regarding Solar Energy Systems) waiving the requirement for subsequent readings and moving to approval and adoption of said Ordinance.

City Councilmember:	So moved.				
City Councilmember:	Second.				
Mayor: Roll Call Please.					
City Clerk: Akers B	Brott Grolmus	_ Pelz	_ Westfall		

#### ORDINANCE NO. 2024-26

#### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF VAN METER, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 165 ZONING CODE

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

**SECTION 1. SECTION ADDED.** Section 165.22 (9) is added to Chapter 165 Zoning Regulations of the Code of Ordinances of the City of Van Meter, Iowa, as shown below:

165.22 (9) SOLAR ENERGY SYSTEMS/SOLAR PANELS.

1. Purpose. The purpose of the regulations of this Section is to balance the need for clean, renewable energy sources with the need to protect the public health, safety, and welfare. The regulations of this Section are found to be necessary to ensure that solar energy conversion systems are appropriately designed, sited, and installed in the corporate limits of the City.

2. Definitions. For the purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. "Solar Energy System (SES)" means an aggregation of parts including the base, supporting structure, photovoltaic or solar thermal panels, inverters, and accessory equipment such as utility interconnection and battery banks, in such configurations as necessary to convert radiant energy from the sun into mechanical or electrical energy.

B. "Large Solar Energy System (LSES)" means a solar energy system that has a nameplate rated capacity of over twenty-five (25) kilowatts in electrical energy for non-single-family residential uses and which is incidental and subordinate to a principal use on the same parcel. A system is considered an LSES only if it supplies electrical power or thermal energy solely for use by the owner on the site, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company in accordance with Section 199, Chapter 15.11(5) of the Iowa Administrative Code, as amended from time to time.

C. "Small Solar Energy System (SSES)" means a solar energy system that has a nameplate rated capacity of up to fifteen kilowatts in electrical energy or fifty kBtu of thermal energy for residential uses and that is incidental and subordinate to a principal use on the same parcel. A system is considered an SSES only if it supplies electrical power or thermal energy solely for use by the owner on the site, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed by the owner for on-site use may be used by the utility company in accordance with Section 199, Chapter 15.11(5) of the Iowa Administrative Code, as amended from time to time.

D. "Solar Energy System, Building Integrated" means a solar photovoltaic system that is constructed as an integral part of a principal or accessory building and where the collector component maintains a uniform profile or surface with the building's vertical walls, window openings, and roofing. Such a system is used in lieu of an architectural or structural component of the building. A building integrated system may occur within vertical facades, replacing glazing or other facade material; into semitransparent skylight systems; into roofing systems, replacing traditional roofing materials; or other building or structure envelope systems. To be considered a building integrated solar energy system, the appearance of the collector components must be consistent with the surrounding materials.

E. "Solar Energy System, Building Mounted" means a SES that is securely fastened to any portion of a building roof, whether attached directly to a principal or accessory building.

F. "Total System Height for Building Mounted System" means the height above roof surface measured perpendicular to the roof specific to the installation on a sloped roof or the height above the roof surface specific to the installation on a flat roof.

G. "Off Grid" means an electrical system that is not connected to a utility distribution grid.

H. "Solar Access" means a property owner's right to have sunlight shine on his land.

I. "Solar Energy" means radiant energy received from the sun at wavelengths suitable for heat transfer, photosynthetic use, or photovoltaic use.

J. "Utility Scale Solar Energy System" means a solar energy system that supplies electrical power or thermal energy solely for use by off-site consumers.

K. "Kilowatt (kW)" is equal to 1,000 watts.

L. "Watt (W)" is the International System of Units' standard unit of power, the equivalent of one (1) joule per second.

M. "(kBtu)" means kilo (thousand) British thermal units, a common unit of energy management.

3. Permitted SES. The following solar energy systems (SES) are permitted in all zoning districts with the corporate limits of the City, subject to the stated limitations:

A. A building integrated system is allowed in any zone.

B. A building mounted system attached to a roof of a principal or accessory building is allowed in any zone.

C. Large solar energy systems (LSES) are not allowed in residential zones.

D. Utility scale solar energy systems are not allowed unless approved and authorized by the City Council.

E. Off grid solar energy systems are not allowed.

4. Requirements for Construction or Installation.

A. Interconnection Agreement. In order to install and construct any SES, the owner or operator is required to complete the Interconnection Agreement and submit to the City of Van Meter.

B. Building Permit Required. It shall be unlawful to construct, erect, install, alter, or locate any SES within the corporate limits of the City, unless approved with a building permit. The application for a building permit shall include:

(1) A site plan drawn to scale showing the following:

- a. Existing structures on the lot;
- b. Proposed system location;
- c. Property lines;
- d. Setbacks of existing and proposed structures;
- e. Right-of-ways and easements; and
- f. Utility diagram applicable to proposed system.
- (2) Elevation views and dimensions.
- (3) Manufacturer's photographs.
- (4) Manufacturer's spec sheet including capacity.

(5) Standard drawings, specifications of system components, and dimensional representations of the system and all its parts, including the supporting frame and footings.

(6) A single line drawing in accordance with the Interconnection Agreement diagram in sufficient detail to allow for determination that the manner of installation conforms to the National Electric Code and the requirement of the utility provider.

(7) Systems to be mounted on existing buildings, an engineered analysis showing sufficient structural capacity of the receiving structure to support the SES per applicable code regulations, certified by an Iowa licensed professional engineer.

C. Compliance with all Governmental Regulations. The owner/operator of the SES shall obtain any other permits required by other federal, state, and local agencies/departments prior to erecting the system.

D. Installation and Inspections. Installation shall be subject to inspections by the City building inspector. Installation must be done according to manufacturer's recommendations. All work must be completed according to the applicable building, fire, and electrical codes. All electrical components must meet code recognized test standards.

E. Color. The color of the support base of the SES shall be a neutral color. All surfaces shall be non-reflective to minimize glare that could affect adjacent or nearby properties. Measures to minimize nuisance glare may be required including modifying the surface material, placement, or orientation of the system, and if necessary, adding screening to block glare.

F. Lighting. No lighting other than required safety lights or indicators shall be installed on the SES.

G. Signage. No advertising or signage other than the manufacturer's identification logo and signage as required by applicable building codes and electrical codes.

H. Maintenance. The SES shall be well maintained in an operational condition that poses no potential safety hazard. Should the SES fall into disrepair and be in such a dilapidated condition that it poses a safety hazard or would be considered generally offensive to the senses of the general public, the SES may be deemed a public nuisance and will be subject to abatement as such.

I. Displacement of parking prohibited. The location of the SES shall not result in the net loss of minimum required parking.

J. Utility Notification. No SES that generates electricity shall be installed until evidence has been given that the utility company has been informed of and is in agreement with the customer's intent to install an interconnected customer owned generator.

K. Interconnection. The SES, if interconnected to a utility system, shall meet the requirements for interconnection and operation as set forth by the utility and the Iowa Utilities Board.

L. Restriction on Use of Energy Generated. An SES shall be used exclusively to supply electrical power or thermal energy for on-site consumption, except that excess electrical power generated by the SES and not presently needed for onsite use may be used by the utility company in accordance with section 199, chapter 15.11(5) of the Iowa Administrative Code.

M. Shutoff. A clearly marked and easily accessible shutoff for any SES that generates electricity will be required as determined by the Building Inspector.

N. Electromagnetic Interference. The SES shall be designed and constructed so as not to cause radio or television interference. If it is determined that the SES is causing electromagnetic interference, the operator shall take the necessary corrective action to eliminate this interference including relocating or removal of the facilities, subject to the approval of the appropriate city authority. A permit granting an SES may be revoked if electromagnetic interference from the SES becomes evident.

O. Solar Access Easements. The enactment of this Section does not constitute the granting of an easement by the City. The owner/operator may need to acquire covenants, easements, or similar documentation to assure sufficient solar exposure to operate the SES unless adequate accessibility to the sun is provided on site. Such covenants, easements, or similar documentation are the sole responsibility of the owner/operator to obtain and maintain. Should the owner/operator pursue a solar access easement, the extent of the solar access should be defined, and the easement document executed in compliance with the regulation contained in Iowa Code chapter 564A (access to solar energy).

P. Removal. If the SES remains nonfunctional or inoperative for a continuous period of 180 days, the system shall be deemed to be abandoned. The owner/operator shall remove the abandoned system at their expense. Removal of the system includes the entire structure; collector panels and related equipment form the property excluding foundations. Should the owner/operator fail to remove the system, the SES will be considered a public nuisance and will be subject to abatement as such.

Q. Nonconforming Systems. An SES that has been installed on or before the effective date of this Section and is in active use and does not comply with any or all of the provisions of this Section shall be considered a legal nonconforming structure under the provisions of the Zoning Code sections 165A.26 through 165A.28.

R. Unsafe Condition. Nothing in this Section shall be deemed to prevent the strengthening or restoring to a safe condition of any SES or associated building or structure, or any part thereof, declared to be unsafe by the appropriate authority.

S. Bulk Regulations.

(1) Location.

a. No more than one SES may be placed on any zoned lot unless otherwise specifically approved by the Zoning Administrator.

b. No SES shall be constructed within twenty (20) feet laterally from an overhead electrical power line, excluding secondary electrical service lines or service drops.

i. No part of the SES shall be located within or over drainage, utility, or other established easements, or on or over property lines.

ii. The SES shall be located in accordance with the regulations for accessory use in the Zoning Code section 165A.22 and meet the accessory setbacks as required for the zoned district in which the SES is being placed.

iii. The SES shall not be located with the front yard setback, side yard setback, or street side setback for the zoned area it is being installed.

iv. No portion of the SES shall be located closer than five (5) feet from the principal building or to any other building or structure on the lot or location. In addition, the SES shall not occupy more than 30% of the rear yard.

v. The setback from underground electrical distribution lines shall be a minimum of five (5) feet.

vi. No SES shall be located which may obstruct vision between a height of thirty (30) inches and ten (10) feet on any corner lot with a vision triangle of twenty-five (25) feet formed by intersecting street right-of-way lines.

d. Building Mounted SES.

i. The SES shall be set back not less than one (1) foot from the exterior perimeter of the roof for every one (1) foot the system extends above the parapet wall or roof surface.

ii. Should the SES be mounted on an existing structure that does not conform to current setback requirements, the SES shall be installed to meet the current setback requirements applicable to the structure.

iii. The SES shall be designed to minimize its visual presence to surrounding properties and public thoroughfares. Panel arrangement shall take into account the proportion of the roof surface, and panels shall be placed in a consistent manner without gaps unless necessary to accommodate vents, skylights, or equipment. iv. Access pathways for the SES shall be provided in accordance with all applicable building, fire and safety codes.

v. The SES shall be located in such a manner that fall protection railings are not required or are not visible from the public thoroughfare.

e. Building Integrated SES.

i. No setback required.

ii. Access pathways for the SES shall be provided in accordance with all applicable building, fire, and safety codes.

iii. The SES shall be located in such a manner that fall protection railings are not required or are not visible from the public thoroughfare.

(2) Height.

a. Building Mounted SES.

i. The collector panel surface and mounting system shall not extend higher than eighteen (18) inches above the roof surface of a sloped roof.

ii. The collector panel surface and mounting system shall not extend higher than seven (7) feet above the roof surface of a flat roof.

b. Building Integrated SES. The collector panel shall maintain a uniform profile of surface with the building's vertical walls, window openings, and roofing.

(3) Size.

a. Unless otherwise defined in this subsection, the size of the SES is calculated by measuring the total surface area of the collector panels for the system.

b. For a Building Mounted SES, the system size will be determined by the available roof area subject to the installation, minus the required setbacks or access pathways.

c. For a Building Integrated SES, the system size will be determined by the available building surface area subject to the installation, minus the required access pathways.

5. PROHIBITED.

A. Ground-Mounted Solar Panels and Ground-Mounted Solar Arrays are prohibited in all zoning districts.

**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 \_\_\_\_\_, \_\_\_\_.

Mayor

ATTEST:

City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was	published as Ordinance No.	on the
day of,	, <u> </u>	

City Clerk



# Agenda Item #11

## Discussion and Possible Action: Resolution #2024-122 DELETING PROPERTY FROM URBAN RENEWAL AREA

Submitted for: **Discussion and Possible Action** 

Dallas County requested that certain parcels be deleted as part of their ongoing TIF clean up. These parcels are located on Pine Court.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-122 Deleting Property from the Van Meter Urban Renewal Area

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_



November 6, 2024

<u>Via Email</u> Jessica Drake City Clerk/City Hall Van Meter, IA

> Re: Van Meter Urban Renewal Area Property Deletion Our File No. 420352-29

Dear Jessica:

Attached please find proceedings for the November 11<sup>th</sup> City Council meeting in connection with the deletion of property from the Van Meter Urban Renewal Area.

The first set of proceedings covers the adoption of a resolution deleting property from the Van Meter Urban Renewal Area.

The second set of proceedings covers the adoption of an ordinance deleting property from the TIF District for the Van Meter Urban Renewal Area. We have prepared the proceedings on the presumption that the City Council will waive the statutory requirement that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. <u>This waiver requires the affirmative vote of not less than five of the six City Council members.</u> If the Council does not choose to follow this procedure, we will provide substitute proceedings covering the separate considerations of the ordinance. This ordinance may be adopted immediately after the amended urban renewal plan has been approved by resolution.

Once the ordinance has been finally adopted, it must be published, and a copy must be filed with the County Auditor of Dallas County. Please print extra copies of the ordinance for publication and filing. Certificates are included in the proceedings to attest to each of those acts.

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

Kind regards,

Amy Bjork

Attachments

cc: Liz Faust

DELETING PROPERTY FROM URBAN RENEWAL AREA

420352-29

Van Meter, Iowa

November 11, 2024

The City Council of the City of Van Meter, Iowa, met on November 11, 2024, at \_\_\_\_\_\_\_, in the City, for the purpose of deleting property from the Van Meter Urban Renewal Area.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present:

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

Council Member \_\_\_\_\_\_ moved the adoption of the following resolution entitled "Resolution Deleting Property from the Van Meter Urban Renewal Area," and the motion was seconded by Council Member \_\_\_\_\_\_. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

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

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

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

### RESOLUTION NO.

Resolution Deleting Property from the Van Meter Urban Renewal Area

WHEREAS, the City of Van Meter, Iowa (the "City"), has previously established the Van Meter Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the "Property") from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 11, 2024.

Mayor

Attest:

City Clerk

#### EXHIBIT A Legal Description of Property Deleted from the Van Meter Urban Renewal Area November 11, 2024

Whispering Pines Lots 11, 12, 15, 16 and B, now included in and forming a part of the City of Van Meter, Dallas County, Iowa

# Agenda Item #12

## Discussion and Possible Action: Ordinance #2024-27 Deleting Property from the Van Meter Urban Renewal Area

Submitted for: **Discussion and Possible Action** 

Dallas County requested that certain parcels be deleted as part of their ongoing TIF clean up. These parcels are located on Pine Court.

Recommendation: Approval

Sample Language: Motion to make this reading the first and final reading of Ordinance 2024-27 (An Ordinance Deleting Property from the Van Meter Urban Renewal Area) waiving the requirement for subsequent readings and moving to approval and adoption of said Ordinance.

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_



November 6, 2024

<u>Via Email</u> Jessica Drake City Clerk/City Hall Van Meter, IA

> Re: Van Meter Urban Renewal Area Property Deletion Our File No. 420352-29

Dear Jessica:

Attached please find proceedings for the November 11<sup>th</sup> City Council meeting in connection with the deletion of property from the Van Meter Urban Renewal Area.

The first set of proceedings covers the adoption of a resolution deleting property from the Van Meter Urban Renewal Area.

The second set of proceedings covers the adoption of an ordinance deleting property from the TIF District for the Van Meter Urban Renewal Area. We have prepared the proceedings on the presumption that the City Council will waive the statutory requirement that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. <u>This waiver requires the affirmative vote of not less than five of the six City Council members.</u> If the Council does not choose to follow this procedure, we will provide substitute proceedings covering the separate considerations of the ordinance. This ordinance may be adopted immediately after the amended urban renewal plan has been approved by resolution.

Once the ordinance has been finally adopted, it must be published, and a copy must be filed with the County Auditor of Dallas County. Please print extra copies of the ordinance for publication and filing. Certificates are included in the proceedings to attest to each of those acts.

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

Kind regards,

Amy Bjork

Attachments

cc: Liz Faust

MINUTES PROVIDING FOR PASSAGE OF AN ORDINANCE DELETING PROPERTY FROM A TAX INCREMENT FINANCING DISTRICT FOR THE VAN METER URBAN RENEWAL AREA

420352-29

Van Meter, Iowa

November 11, 2024

The Mayor presided and the roll was called showing members present and absent, as follows:

Present:

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

Council Member \_\_\_\_\_\_ introduced an ordinance entitled "Ordinance No.\_\_\_\_\_\_. An Ordinance Deleting Property From the Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member \_\_\_\_\_\_ and seconded by Council Member \_\_\_\_\_\_ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

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

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

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member \_\_\_\_\_\_ and seconded by Council Member \_\_\_\_\_\_ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

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

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

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member \_\_\_\_\_\_ and seconded by Council Member \_\_\_\_\_\_ that the ordinance entitled "Ordinance No.\_\_\_\_\_\_. An Ordinance Deleting Property from the Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

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

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

#### ORDINANCE NO 2024-27

An Ordinance Deleting Property from the Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Van Meter, Iowa (the "City") previously enacted certain ordinances providing for the division of taxes levied on taxable property in the Van Meter Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to said ordinances, a portion of the Van Meter Urban Renewal Area in the City of Van Meter was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

BE IT ENACTED by the City Council of the City of Van Meter, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Van Meter Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"Deleted Property" shall mean certain real property situated in the City of Van Meter, Dallas County, State of Iowa more particularly described as follows:

Whispering Pines Lots 11, 12, 15, 16 and B, now included in and forming a part of the City of Van Meter, Dallas County, Iowa

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Van Meter Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Van Meter, Iowa, on November 11, 2024.

Mayor

Attest:

City Clerk

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No. \_\_\_\_\_\_. An Ordinance Deleting Property from the Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Clerk

#### STATE OF IOWA

SS:

#### DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, the City Clerk of the City of Van Meter, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on November 11, 2024, entitled: "Ordinance No.\_\_\_\_\_. An Ordinance Deleting Property from the Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

County Auditor

STATE OF IOWA DALLAS COUNTY SS: CITY OF VAN METER

I, the undersigned, City Clerk of the City of Van Meter, do hereby certify that I caused to be published "Ordinance No.\_\_\_\_\_. An Ordinance Deleting Property from the Tax Increment Financing District for the Van Meter Urban Renewal Area of the City of Van Meter, Iowa, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)

## Agenda Item #13

## Discussion and Possible Action:

## Resolution #2024-123

Submitted for: Discussion and Possible Action

The current open records policy was adopted in 2015 and is outdated. The attached policy has been reviewed by the policy committee.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-123 Adopting an Updated Public Records Policy and Repealing & Replacing the Open Records Policy as amended on April 30, 2024

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_

#### RESOLUTION #2024-123

#### "A RESOULUTION ADOPTING AN UPDATED PUBLIC RECORDS POLICY AND REPEALING AND REPLACING THE POLICY AS AMENDED April 30, 2015"

**WHEREAS**, Iowa Code § 22.1(2) provides each governmental body shall delegate to particular officials and employees the responsibility for implementing the requirements of Chapter 22 regarding the examination of public records and the governmental body shall publicly announce the particular officials or employees to whom responsibility to implement the requirements of Chapter 22 has been delegated; and

**WHEREAS**, Iowa Code § 22.1(3) defines public records as "all records, documents, tape or other information stored or preserved in any medium, or belonging" to the City of Van Meter; and

WHEREAS, the City of Van Meter adopted an amended Open Records Policy on April 30, 2015; and

**WHEREAS**, the City of Van Meter wishes to update policy to reflect changes that have occurred in the since the adoption of the Open Records Policy on April 30, 2015 such as the implementation of the City's online storage & transmission of documents; and

**WHEREAS,** it is in the best interest of the public and City Staff to have a single, uniform policy applicable to all City offices and departments; and

**WHEREAS**, the City Council of the City of Van Meter finds that the attached Public Records Policy of the City of Van Meter should be adopted; now

**THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Van Meter, Iowa as follows:

- 1. The attached Public Records Policy of the City of Van Meter is adopted as the policy of the City of Van Meter for examination and copying of public records.
- 2. The City of Van Meter's Open Records Policy as amended on April 30, 2015 is repealed.
- 3. The City Administrator is authorized to make minor administrative changes to the Public Records Policy of the City of Van Meter, such as the renaming of a City department or division. The Public Records Policy shall be reviewed in its entirety by City Staff and elected officials of the City of Van Meter every two (2) years at a minimum and/or as necessary pursuant to changes in Chapter 21 and Chapter 22.
- 4. The City of Van Meter designates the Records Custodian as listed below:

Police Chief – Police Department Fire Chief – Fire Department including EMS Library Director – Public Library City Clerk – All departments not already designated

#### PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF NOVEMBER, 2024

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk

#### Public Records Policy of the City of Van Meter (adopted November 2024)

- 1. **Purpose.** This Public Records Policy defines the procedures and fees associated with handling open record requests made to the City of Van Meter.
- Statement of Policy. The purpose of the policy is to facilitate board access to public records. The City of Van Meter is committed to the policy set forth in the Iowa Code Chapter 22 as amended. City staff shall cooperate with members of the public in implementing the provisions of that chapter.
- 3. Background. The City of Van Meter is subject to Iowa's Open Meetings rules and regulations (Code of Iowa Chapter 21 Official Meetings Open to Public) and Iowa's Open Records rules and regulations (Code of Iowa Chapter 22 Examination of Public Records). "Public Records" are defined by the Code of Iowa Chapter 22 as "all records, documents, tape or other information, stored or preserved in any medium, of or belonging to this state or any county, city, township, school corporation, political subdivision, non-profit corporation other than a fair conducting a fair event as provided in Chapter 174, whose facilities or indebtedness are supported in whole or in part with property tax revenue and which is licensed to conduct pari-mutuel wagering pursuant to Chapter 99D, or tax-supported district in this state, or any branch, department, board, bureau, commission, council or committee of any of the foregoing. "Public Records" also included all records relating to the investment of public funds including but not limited to investment policies, instructions, trading orders, or contracts, whether in the custody of a public body responsible for the public funds or a fiduciary or other third party.
- Custodian. For the purposes of this policy, "Custodian" means the person lawfully delegated by the City to act for the City in implementing Iowa Code Chapter 22. As designated in Resolution #2024-\_\_\_\_\_ the Custodians are:

Police Chief – Police Department Fire Chief – Fire Department including EMS Library Director – Public Library City Clerk – All departments not already designated

- 5. Location of Record. A request for access to a record shall be directed to the custodian as defined in Section 4 of this policy. Current email addresses for each Custodian shall be listed at www.vanmeteria.gov. Records of the Police Department shall be located at the Police Station. Records of the Fire or EMS Department shall be located at the Fire Station. Records of the Library shall be located at the Library. Records of a City board or commission shall be located at City Hall unless the record pertains to the Library Board of Trustees. Records pertaining to the Library Board of Trustees shall be located at the Library. If the location of the record is unknown by the requestor, the request shall be directed to info@vanmeteria.gov.
- 6. Requests for Access to Public Records. Requests for access to public records shall be submitted via email listed on <u>www.vanmeteria.gov</u> or by submission of the Public Record Request form on the City's website to the lawful custodian as defined in Section 4. Requests may also be

made in writing, in person during normal business hours, by telephone or by City managed social media. The request should identify the particular records by name or description to facilitate the location of the record. A person shall not be required to explain why the record is being requested.

If possible, the requestor should use the City's Records Request Form available at <u>www.vanmeteria.gov</u> and the Van Meter City Hall.

7. **Response.** A public records request shall be acknowledged in writing, where contact information has been provided, within two (2) business days after receipt by the Custodian. The acknowledgement shall contain the name and contact information of the person responsible for processing the records request.

Access to a public record shall be provided promptly upon request unless the size or nature of the request makes prompt access infeasible. Unless there are unusual circumstances, access to the public record shall be provided within ten (10) business days from the date the request is received by the Custodian. If the size of the request requires time for compliance, the Custodian shall comply with the request within twenty (20) calendar days, unless infeasible.

Access to a record may be delayed for one of the purposes authorized in Chapter 22 of the Iowa Code. The Custodian shall provide immediate notice to the requestor of the reason for any delay in access as well as an estimate of the length of the delay.

Please be aware that requests for public records are themselves a public record. This means that the requester's name, request and documents provided are all subject to public disclosure. Additionally, all requests (including in person requests) are logged by the Custodian. The request log will be provided to the City Council on a monthly basis.

8. Denial. The Custodian may deny access to the record only if the denial is permissible under Chapter 22 of the Iowa Code (as amended), is a confidential record, or if disclosure is prohibited by a court order or other applicable law.

#### 9. Confidential Records.

- **a. Basis.** A record may be treated as confidential and be withheld from examination only to the extent as allowed by Chapter 22 of the Iowa (as amended), other applicable law, or a court order. The City Attorney may review documents to determine if there are confidential records included. Review by the City Attorney may result in a fee charged to the requestor as addressed in the Public Records Policy.
- b. Access to Confidential Records. Under Chapter 22 of the Iowa Code (as amended) or other applicable law, the Custodian may disclose certain confidential records to one or more members of the public only if ordered by a court of law, by the lawful custodian of the records, or by another person duly authorized to release such information. If the Custodian permits examination and copying of a confidential record, the following procedures apply in addition to those specified for request for access.
  - **i. Proof of Identity.** The Custodian may require the person requesting the confidential record to provide proof of identity or authorization to secure access.

- **ii. Requests.** The Custodian may require a written request for an examination of a confidential record. The Custodian may require the requestor to sign a certified statement or affidavit describing specific reasons for requesting access to a confidential record.
- **c. Request Denied.** If the request for access to a confidential record is denied, the Custodian must promptly notify the requestor. If the requestor requests the denial in writing, the Custodian shall promptly provide notification that is signed by the Custodian or sent from the Custodian's assigned email address or from the City Attorney's office including the following information:
  - i. The name and title of the Custodian responsible for the denial; and
  - ii. A citation to the provision of Chapter 22 of the Iowa Code and/or other applicable law providing the basis for denial.
- **d. Request Granted.** When the Custodian grants a request for access to a confidential record, the Custodian must list any lawful restrictions imposed by the Custodian.
- e. Request that the record be treated as confidential. The Custodian may request that a record be treated as confidential in writing. The request must list the legal and factual basis justifying the request and the name, mail address, email address, and telephone number of a person authorized to respond to any inquiry or action of the Custodian concerning the request.
- f. Third Party. A person who is the subject of a confidential record may request that the record be disclosed to a third party. The request must be in writing and identify the specific record(s) to be disclosed. Appearance of counsel on behalf of a person who is the subject of a confidential record is deemed to constitute consent for the City to disclose records about that person to that person's attorney.
- **10. Redaction of a Record.** The Custodian may redact from a record any information that is confidential under state or federal law, such as a Social Security Number.
- 11. Creation of a Record. If the Custodian determines that it may be more feasible, economical, or otherwise reasonable that a response to a request may be better met by the creation of a record, such as a report or document that does not presently exist, and that would be produced because of research or analysis, the Custodian may notify the requestor of that determination. If the cost is associated to the creation of such document, the Custodian may advise the requestor of such cost.
- **12. In Person Record Review.** No person may remove any record from City files. In person examination of City records shall be supervised by the Customer or designee of the Custodian. Copying of City records shall be done by the Custodian or designee. Records shall be protected from damage and disorganization.
- **13. Electronic Media Requests.** All open record requests that are responded to by electronic media shall be provided in a format that prevents the document from being altered.

- **14. Fees.** Iowa Code Section 22.3(2) states that a government body may, "charge a reasonable fee for the services of the lawful custodian or the custodian's authorized designee in supervising the examination and copying of the records."
  - a. Types of Fees
    - **i.** All legal, reasonable expenses for the examination or copying of records shall be paid by the party requesting the records.
    - **ii.** Two types of fees may be charged in responding to a public records request a Labor Service Fee and a Copy Fee.
      - 1. Labor Service Fee Supervising Examination of and Copying of Records
        - a. Parties requesting records will be charged for the personnel expenses related to the search, retrieval, preparation, copying, and supervision of examination of records. Requestors will be charged the effective hourly wage rate of the staff member(s) for requests which take more than 30 minutes to fulfill in any one month. The wage rate shall be prorated to the nearest 15 minutes. Hourly wage rates are set annually by the City's "salary resolution". The Labor Service Fee rate does not include the cost of employee benefits. A requester shall not have the right to request that particular employees perform the services.

#### 2. Copy Fee

**a.** Parties will be charged the applicable fees for requested photocopies and electronic copies. A copy of the fee schedule for copies of records is attached.

#### b. Fee Schedule

- i. Photocopies: \$0.25 per page for black and white copies \$0.50 per page for color copies.
- **ii.** Documents provided on a USB flash drive: \$10.00/drive
- iii. GIS File: \$10.00/file
- **iv.** Postage: Actual cost of postage, if the City is requested to mail copies of records, records will be sent via certified mail.
- v. Routinely prepared or bound reports: Actual cost to produce.
- vi. Special requests for records mapping requests, and other non-traditional methods of providing information may incur additional costs.

#### c. Additional Costs

- i. The City reserves the right to amend the fee schedule at any time in the event of unanticipated expenses. The City will contact the requestor in advance of undertaking activities that would result in an additional charge.
- **ii.** Any costs not covered by the above fee schedule shall be charged to the requestor based on the actual costs incurred by the City, including but not limited to all amounts charged to the City by third parties in connection with the fulfillment of any records request. This may include expenses of legal services utilized for the review and/or redaction of legally protected confidential information.

**15. Amendments**. The City of Van Meter reserves the right to amend the fees and/or the Public Records Request form upon review and approval of the City Council of the City of Van Meter.

# Agenda Item #14

Discussion and Possible Action:

Resolution #2024-124 Approving Plat of Survey & Waiving Compliance with the City of Van Meter Sub-Division Ordinance (Chapter 170) - Peterson Estates

Submitted for: Discussion and Possible Action

The Peterson Estates Sub-Divsion is within 2 miles of Van Meter corporate limits. The plat has been reviewed by the City Engineer and P&Z. Both recommend approval of the plat and waiving of the city's sub-division requirements due to the location of the plat and the unlikeliness that city utilities will be provided in that location.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-124 Approving Plat of Survey & Waiving Compliance with the City of Van Meter Sub-Division Ordinance (Chapter 170)

City Councilmember:	So moved.			
City Councilmember:	Second.			
Mayor: Roll Call Please.				
City Clerk: Akers Brott	Grolmus Pelz Westfall			

### RESOLUTION #2024-124 APPROVING FINAL PLAT OF THAT PETERSON ESTATES SUBDIVISION LOCATED IN MADISON COUNTY, IOWA

**WHEREAS**, there was filed in the Office of the City Clerk of the City of Van Meter, Dallas County, Iowa, a registered land surveyor's plat of a proposed subdivision known as Peterson Estates Subdivision; and

WHEREAS, the real estate comprising said plat is described as follows:

The Northeast Quarter  $(\frac{1}{4})$  of Section Nine (9), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT Parcel "C" located in the Northeast Quarter( $\frac{1}{4}$ ) of the Northeast Quarter( $\frac{1}{4}$ ) of said Section Nine (9), containing 3.500 acres, as shown in Plat of Survey filed in Book 2024, Page 964 on May 3, 2024, in the Office of the Recorder of Madison County, Iowa

**WHEREAS**, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietor, Lauterbach Family Farm Limited Partnership.

**WHEREAS**, said plat was accompanied by a complete abstract ohitle and an opinion from an attorney at law showing that title in fee simple is in said proprietor and that the platted land is free from encumbrance and a Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the City Engineer reviewed said plat to determine whether said plat shall comply with the City's Sub-Division Ordinance (Chapter 170 of the Code of Ordinances of the City of Van Meter). The City Engineer provided his opinion to the Van Meter Planning & Zoning Commission. The Commission reviewed said plat and recommendation. Due to the location of said plat & the distance between the plat and currently available and future planned utilities, the City Engineer and Planning & Zoning Commission recommend approval of said plat and waive compliance with the City of Van Meter's Sub-Division Ordinance.

**WHEREAS**, the City Council of the City of Van Meter, Dallas County, Iowa, finds that there is sufficient proof to support waving compliance to the provisions of the Ordinances of the City of Van Meter, Dallas County, Iowa, and that the plat, papers and documents presented therewith should be approved by the City of Council of the City of Van Meter, Dallas County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City of Council of the City of Van Meter, Dallas County, Iowa:

**1.** That said plat, known as Peterson Estates Subdivision, prepared in connection with said plat and subdivision is hereby approved.

**2.** That said plat, known as Peterson Estates Subdivision, prepared in connection with said plat and subdivision is granted a waiver allowing for non-compliance with the City's Sub-Division Ordinance.

#### PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF NOVEMBER, 2024

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk

#### tND£X LEGEND

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### PETERSON ESTATES PRELIMINARY PLAT

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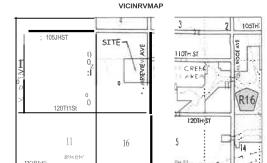
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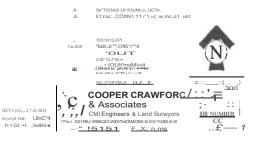
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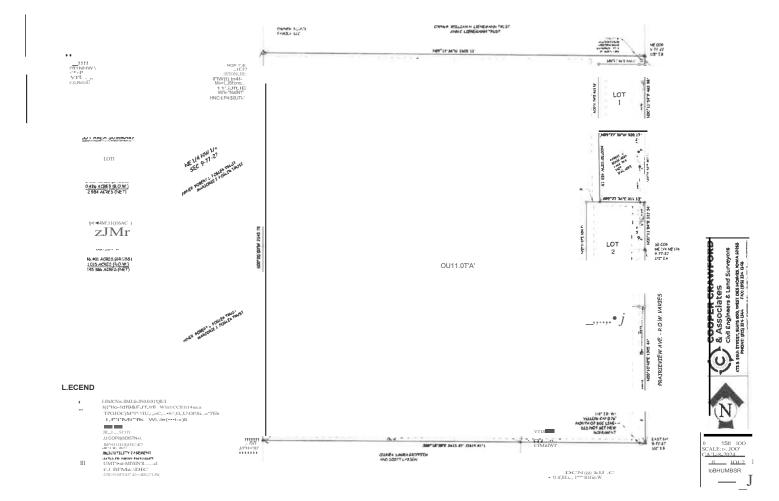


#### LEGEND



#### SURVEY NOTES:

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#### JORDAN, OLIVER, WALTERS & SMITH, P.C.

FARMERS & MERCHANTS STATE BANK BUILDING POST OFFICE BOX 230 WINTERSET, IOWA 50273-0230

TELEPHONE (515)462-3731 FAX (515)462-3734

MARK L. SMITH

JERROLD B. OLIVER Of Counsel

G. STEPHEN WALTERS Of Counsel

KYLE A. WEBER Associate

September 23, 2024

Van Meter City Hall 310 Mill St Van Meter, IA 50261

Peterson Estates Subdivision - Lauterbach Family Farm Limited Partnership a Proprietor RE:

To whom it may concern:

Please find the enclosed Resolution Approving the Final Plat of Peterson Estates Subdivision in Madison County, Iowa. This Resolution is required as the proposed subdivision is within two miles of the City of Van Meter. Also included is a Plat of Survey for the Subdivision. After completion, please mail the signed Resolution back to our office at Jordan, Oliver, Walters & Smith, PC, Attn: Kyle Weber, PO Box 230, Winterset, IA 50273. Please call me with any questions at (515) 462-3731.

Sincerely,

Kyle A. Weber

### RESOLUTION APPROVING FINAL PLAT OF THAT PETERSON ESTATES SUBDIVISION MADISON COUNTY, IOWA

WHEREAS, there was filed in the Office of the City Clerk of the City of Van Meter,

Dallas County, Iowa, a registered land surveyor's plat of a proposed subdivision known as

Peterson Estates Subdivision; and

WHEREAS, the real estate comprising said plat is described as follows:

The Northeast Quarter (¼) of Section Nine (9), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT Parcel "C" located in the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Nine (9), containing 3.500 acres, as shown in Plat of Survey filed in Book 2024, Page 964 on May 3, 2024, in the Office of the Recorder of Madison County, Iowa

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietor, Lauterbach Family Farm Limited Partnership.

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietor and that the platted land is free from encumbrance and a Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the City Council of the City of Van Meter, Dallas County, Iowa, finds that said plat conforms to the provisions of the Ordinances of the City of Van Meter, Dallas County, Iowa, and that the plat, papers and documents presented therewith should be approved by the City of Council of the City of Van Meter, Dallas County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City of Council of the City of Van Meter, Dallas County, Iowa:

1. That said plat, known as Peterson Estates Subdivision, prepared in connection with said plat and subdivision is hereby approved.

DATED at Van Meter, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

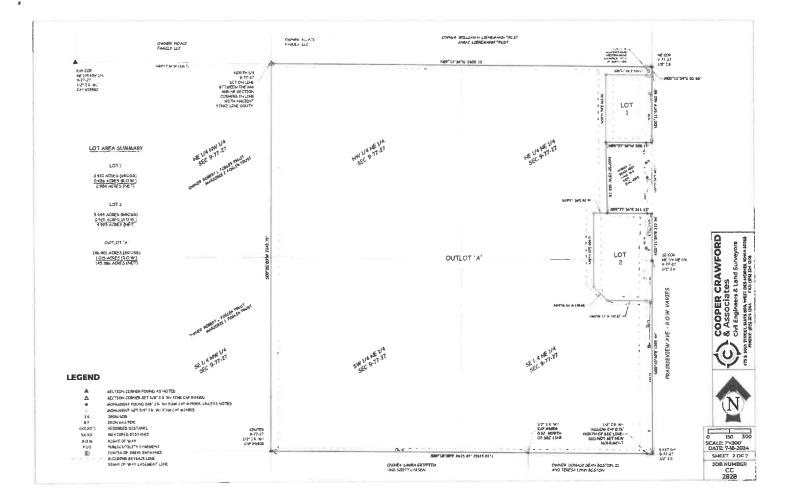
CITY OF VAN METER, IOWA

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

ATTEST:

City Clerk

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515.225.8000 // 800.241.8000 www.v-k.net

September 26, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA PETERSON ESTATES PRELIMINARY PLAT PLAT REVIEW

The writer has completed a review of the Preliminary Plat of Peterson Estates. The Preliminary Plat is located in the northeast quarter of Section 9 Township 77 North Range 27 west. The Preliminary Plat is located on the west side of Prairieview Avenue just southwest of the intersection of Prairieview Avenue and 110<sup>th</sup> Street. The Preliminary Plat is located approximately 1.5 miles southwest of the corporate limits of the City.

The City's review is under its extraterritorial review jurisdiction. The City's review is to determine whether the Preliminary Plat should comply with same, or all, of the requirements of the subdivision ordinance. In reviewing an extraterritorial plat to determine if it should comply with the provisions of the subdivision ordinance the City considers three factors. The first factor is location. If the Preliminary Plat is located in an area the City anticipates for development within the foreseeable future the City is more likely to require compliance with the subdivision ordinance. If the Preliminary Plat is located in an area that is not within the City's foreseeable growth area the location factor would weigh against requiring compliance with the subdivision ordinance.

The Peterson Estates area is located far enough to the southwest of the City to be outside of any area the City has identified as a growth area within the foreseeable future. The location factor would weigh against requiring compliance with the subdivision ordinance.

The second factor is the nature of the plat. If the plat does not create any additional buildable lots, or creates only a small number of buildable lots, the City is less likely to require compliance with the subdivision ordinance. As the number of new buildable lots increases the likelihood of requiring compliance with the subdivision ordinance increases.

The Peterson Estates Preliminary Plat shows the creation of two new lots located on the west side of Prairieview Avenue. One lot is located north and one lot is located south of, the existing separate parcel located within the quarter section.

Liz Faust September 26, 2024 Page 2

The Peterson Estates Preliminary Plat creates two additional buildable lots. As such, the City's interest in requiring compliance with the subdivision ordinance based on the number of lots created is generally low unless the other factors weigh in favor of requiring compliance with provision of the subdivision ordinance.

The third factor is whether there are any improvements under the subdivision ordinance that would logically be required for the Preliminary Plat. Typically, the City looks at street, stormwater drainage, sanitary sewer and water.

Prairieview Avenue is a gravel road in Madison County. Under the subdivision ordinance the City could require the Preliminary Plat to pave the street adjoining the Preliminary Plat. However, in this instance the Preliminary Plat only encompasses half of the right-of-way of Prairieview Avenue. Also, paving two short reaches of one half of Prairieview Avenue would not appear to be a prudent approach. Although the City could require paving of half of the street the normal practice is to wave that requirement for paving in areas where the plat only encompasses half of the street and the majority of the street outside of the plat is not paved.

For rural acreage lots stormwater drainage improvements are generally not required. The City does not have sanitary sewer in this area and it is not anticipated the City will provide sanitary sewer service to this area within the foreseeable future. This area is located within the service territory of Warren Water. It is not anticipated the City will provide water to this area within the foreseeable future.

Although the City could require improvements to Prairieview Avenue. It is recommended the City determine there are no improvements under the subdivision ordinance that would logically be required by this Preliminary Plat.

For the Peterson Estates Preliminary Plat all three factors weigh against requiring compliance with the provisions of the subdivision ordinance. For Peterson Estates Preliminary Plat the writer would recommend the City Council waive compliance with the provisions of the subdivision ordinance and consider the Preliminary Plat as approvable.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:crt 193 Cc: Jessica Drake

# Agenda Item #15

Discussion and Possible Action:

Resolution #2024-125 Approving Plat of Survey & Waiving Compliance with the City of Van Meter Sub-Division Ordinance (Chapter 170) - Parcel 24-101

Submitted for: Discussion and Possible Action

Parcel 24-101 is within Van Meter corporate limits. The plat has been reviewed by the City Engineer and P&Z. Both recommend approval of the plat and waiving of the city's sub-division requirements due to the inability to develop the parcel.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-125 Approving Plat of Survey & Waiving Compliance with the City of Van Meter Sub-Division Ordinance (Chapter 170) - Parcel 24-101

City Councilmember:	So moved.			
City Councilmember:	Second.			
Mayor: Roll Call Please.				
City Clerk: Akers Brott	Grolmus Pelz Westfall			

### Resolution #2024-125 Approving a Plat of Survey & Waiving Compliance with the City of Van Meter's Sub-Division Ordinance - Parcel 24-101

**WHEREAS**, the City of Van Meter received a plat of survey regarding a newly created parcel known as Parcel 24-101 for property located within the City of Van Meter corporate limits; and

WHEREAS, the City Engineer reviewed said plat to determine whether said plat shall comply with the City's Sub-Division Ordinance (Chapter 170 of the Code of Ordinances of the City of Van Meter). The City Engineer provided his opinion to the Van Meter Planning & Zoning Commission. The Commission reviewed said plat and recommendation. Due to the location of said plat & the undevelopable nature of the parcel, the City Engineer and Planning & Zoning Commission recommend approval of said plat and waive compliance with the City of Van Meter's Sub-Division Ordinance; now

**THEREFORE**, be it resolved by the City of Council of the City of Van Meter that the plat is approved and compliance with the City's Sub-Division Ordinance is waived.

#### PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF NOVEMBER, 2024

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk

#### tND£X LEGEND

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### PETERSON ESTATES PRELIMINARY PLAT

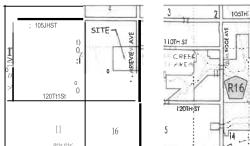
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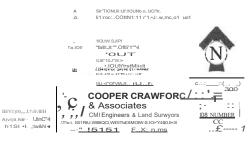
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TOTAL AAEA SUMMARY

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#### LEGEND



#### SURVEY NOTES:

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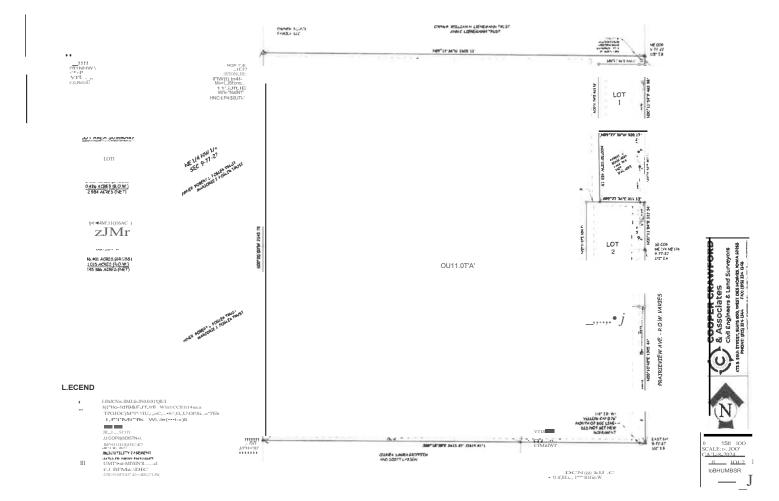
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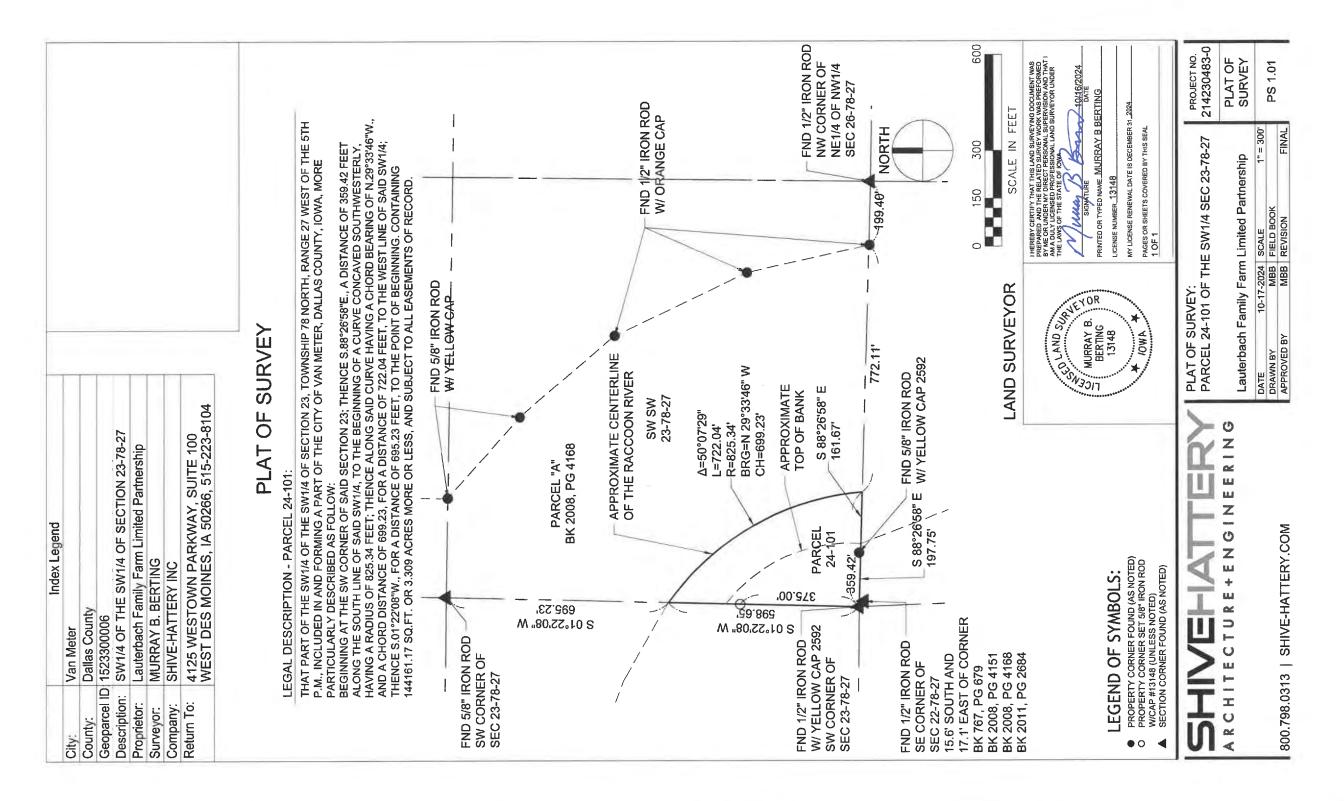
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ZONINC:









#### **VEENSTRA & KIMM INC.**

3000 Westown Parkway West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

October 21, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA PLAT OF SURVEY PARCEL 24-101

Enclosed is a copy of a Plat of Survey Parcel 24-101. The Plat of Survey divides the existing southwest quarter of the southwest quarter of Section 23, Township 78 North, Range 27 West of the 5<sup>th</sup> Principal Meridian. As indicated in the Plat of Survey Parcel 24-202 encompasses an area of approximately 3.309 acres of which slightly more than half of that area constitutes the southerly half of the Raccoon River.

The area in the quarter quarter section on the north side of the river was recently sold by the Lauterbach Family Farm Limited Partnership. However, the Lauterbach Family Farm Limited Partnership did not sell the small piece of the quarter section on the south side of the river. Under lowa law a single tax parcel cannot be split by a sale. The purpose of the Plat of Survey of Parcel 24-101 is to create a separate parcel for that portion of the quarter quarter section located on the south side of the river. Once the Plat of Survey of Parcel 24-101 is approved, Dallas County can release the transaction for the sale of that portion of the quarter quarter section located on the northerly side of the river.

The southwest quarter of the southwest quarter of Section 23 is already divided into two parcels by Parcel A recorded in Book 2008, Page 4168. Parcel A includes a strip of land on the north side of the river and extends to the center line of the river. Apparently, the parties involved in the recent sale did not realize there was a small portion of the tax parcel located southwesterly of Parcel A. While Iowa law does not allow a tax parcel to be separated, Iowa law does not require a tax parcel be a contiguous parcel. In this instance the tax parcel of the southwest quarter of the southwest quarter of section 23 included an area on the north side of the river and an area on the south side of the river completely separated by Parcel A.

Liz Faust October 21, 2024 Page 2

Parcel 24-101 is located in the City of Van Meter. The review by the City is to determine whether the Plat of Survey should comply with the subdivision ordinance and any other applicable provisions in the Code of Ordinances. In determining whether a plat of survey should comply with the provisions of the subdivision ordinance the City generally looks at three factors.

The first factor is location. If the Plat of Survey is in an area that is likely to develop, the City is inclined to require compliance with the subdivision ordinance. In this instance the Plat of Survey is located within the area of interest of the City. Based on location the City would have an interest in requiring compliance with the provisions of the subdivision ordinance.

The second factor is the nature of the Plat of Survey. If the Plat of Survey is of the nature that creates new buildable parcel the City is more inclined to require compliance with the provision of the subdivision ordinance. If the Plat of Survey divides a parcel and does not create a buildable parcel the City is less inclined to require compliance with the provisions of the subdivision ordinance. Parcel 24-101 is located within the floodway of the Raccoon River. As such, the parcel is not developable. Although the parcel is large enough to potentially create a buildable parcel, this parcel is considered not buildable due to its location in the floodway. The nature of the Plat of Survey would weight against requiring the provisions of the subdivision ordinance.

The third factor is whether any infrastructure improvements normally associated with the subdivision ordinance would logically be required. Because this parcel is not developable no public infrastructure would be required for this parcel. The public infrastructure factor would weigh against requiring compliance with the subdivision ordinance.

When one factor weighs in favor of compliance with the subdivision ordinance and two factors weigh against requiring compliance, the City uses a weighting test. In this instance the location factor does not outweigh the influence of the other two factors of the nature of the Plat of Survey and the need for any public infrastructure.

Under the Code of Ordinances there do not appear to be any other requirements that would be logically imposed on this Plat of Survey.

Based on review, Veenstra & Kimm, Inc. would recommend the City waive compliance with the provisions of subdivision ordinance and approve the Plat of Survey of Parcel 24-101 to allow the previously completed sale of the property on the north side of the Raccoon River be released by Dallas County.

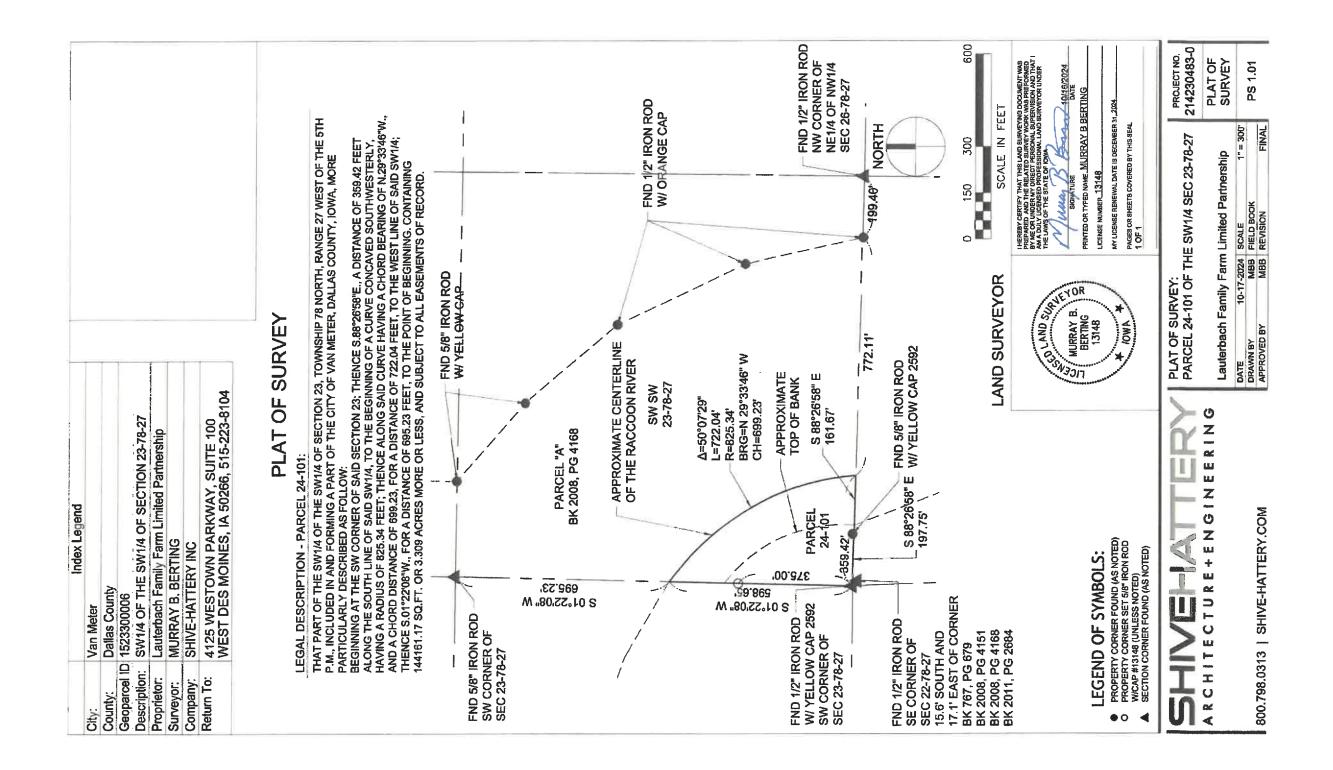
Liz Faust October 21, 2024 Page 3

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj 193 Enclosure Cc: Jessica Drake



# Agenda Item #16

Discussion and Possible Action:

Resolution #2024-126 Approving Plat of Survey & Requiring Compliance with the City of Van Meter Sub-Division Ordinance (Chapter 170) - Valley View Acres Lot 2

Submitted for: Discussion and Possible Action

Lot 2 Valley View Acres is within Van Meter corporate limits. The plat has been reviewed by the City Engineer and P&Z. Both recommend approval of the plat and requirement of the city's sub-division requirements & zoning requirements due to the location of the plat. The newly created lot will also be required to have separate water & sewer connections from the original residence.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-126 Approving Plat of Survey & Requiring Compliance with the City of Van Meter Sub-Division Ordinance & Zoning Regulations - Lot 2 Valley View Acres

City Councilmember: City Councilmember:	So moved. Second.
Mayor: Roll Call Please.	
City Clerk: Akers Brott	Grolmus Pelz Westfall

#### Resolution #2024-126 Approving a Plat of Survey & Requiring Compliance with the City of Van Meter's Sub-Division Ordinance & Zoning Regulations – Valley View Acres Lot 2

**WHEREAS**, the City of Van Meter received a plat of survey regarding a newly created parcel known as Lot 2 Valley View Acres for property located within the City of Van Meter corporate limits; and

WHEREAS, the City Engineer reviewed said plat to determine whether said plat shall comply with the City's Sub-Division Ordinance (Chapter 170 of the Code of Ordinances of the City of Van Meter) and the City's zoning regulations. The City Engineer provided his opinion to the Van Meter Planning & Zoning Commission. The Commission reviewed said plat and recommendation. Due to the location of said plat & the developable nature of the parcel, the City Engineer and Planning & Zoning Commission recommend approval of said plat, requirement to comply with the City's Sub-Division Ordinance, the City's Zoning Regulations for zoning district R-2, and a requirement for separate water and sewer service connections from the existing single family home; now

**THEREFORE**, be it resolved by the City of Council of the City of Van Meter that the plat is approved, compliance with the Sub-Division ordinance & R-2 zoning regulations is required, and separate water & sewer service connections from the existing single family home are required.

PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF NOVEMBER, 2024

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk

#### tND£X LEGEND

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### PETERSON ESTATES PRELIMINARY PLAT

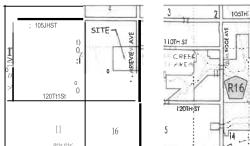
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#### LEGAi. DESC:mPTION :

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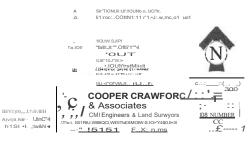
## 155 255 ACRES (6R055) 1 960 ACRES (8.0.W.) 155 295 ACRES (NET)

TOTAL AAEA SUMMARY

IPE1031QE""1!,L.i.C j54410..DJ"OA11..AND ROAD VAVMETER.LA "12'61 TEL. 515-280-9800



#### LEGEND



#### SURVEY NOTES:

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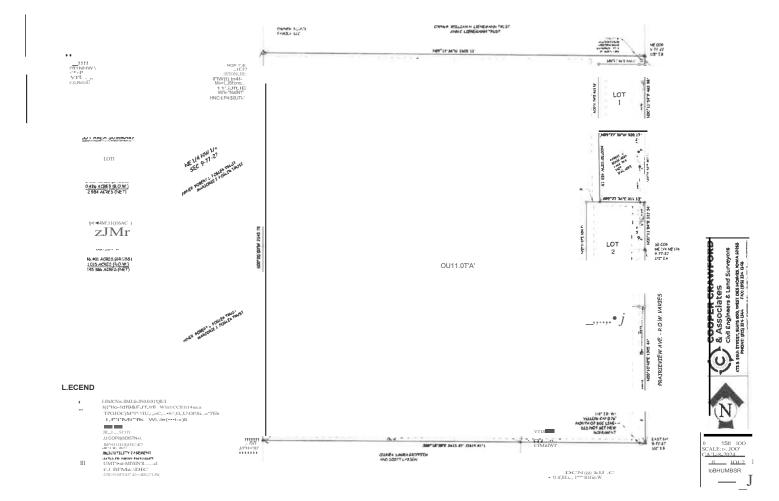
VICINRVMAP

R16

A-AGRICULTURAL OWNI!A/OEVEL0PER:

ZONINC:





### INDEX LEGEND

Location: Subdivision: Valley View Acres - Lot: 2

Requestor:Johnson Construction - Attn: Mitchell L. JohnsonProprietor:Mitchell L. Johnson and Anna E. JohnsonSurveyor:Brad M. Beck, P.E., P.L.S. #17765Return to:Beck Engineering, Inc.2480 Berkshire Parkway, Suite BClive, Iowa 50325info@beck-engineering.net(515) 330-1538

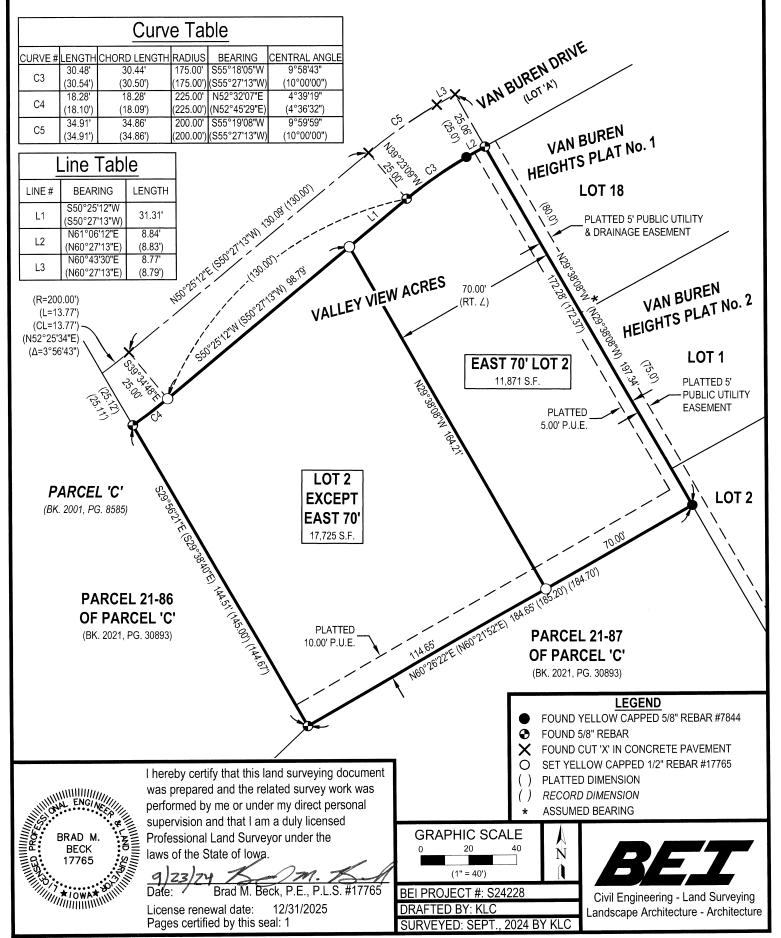
PLAT OF SURVEY

Legal Description of Lot 2 Except East 70 feet:

Lot 2 EXCEPT the East 70 feet (as measured at a right angle), Plat of Valley View Acres, City of Van Meter, Dallas County, Iowa containing 17,725 square feet and subject to any and all easements be they of record or not.

Legal Description of East 70 feet of Lot 2:

The East 70 feet of Lot 2 (as measured at a right angle), Plat of Valley View Acres, City of Van Meter, Dallas County, Iowa containing 11,871 square feet and subject to any and all easements be they of record or not.





#### **VEENSTRA & KIMM INC.**

3000 Westown Parkway West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

September 25, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA PLAT OF SURVEY LOT 2 VALLEY VIEW ACRES

The writer has completed a review of the Plat of Survey of Lot 2 of Valley View Acres. The Plat of Survey creates a new parcel constituting the east 70 feet of what is now Lot 2 of Valley View Acres. The Plat of Survey is located within the City of Van Meter. The City's review is to determine if the Plat of Survey is in compliance with the subdivision ordinance and any additional requirements under the City code.

The first review is to determine whether there are any requirements under the subdivision ordinance that would be applicable to this Plat of Survey. The subdivision ordinance requires the installation of public infrastructure as part of the platting process. For this Plat of Survey the street, water and sanitary sewer were installed as part of the original development of Valley View Acres. There is no additional public infrastructure required under the subdivision ordinance.

Although not directly associated with the Subdivision Ordinance the creation of the new lot will likely require the installation of a water service and sewer service if the new lot is to be developed as a single-family residence. The approval of the Plat of Survey should include the requirement that installation of a water service and sewer service would be fully compliant with all City requirements.

The writer would note the first phase of the Water Main Replacement project will likely include the installation of a new water main along Van Buren Drive from Feller Curve southerly to connect to the water main being installed in Hudson Heights Plat 2. As part of the water main replacement project all of the existing water services will need to be transferred to the new water main. If the Plat of Survey is approved the City will need to determine if the water main replacement project will include the installation of any portion of a water service to serve the newly created lot, or if the water main will be installed without a service connection for the new lot.

### BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS

Liz Faust September 26, 2024 Page 2

The second issue for review is whether the new lot is in conformance with the Zoning Ordinance. The existing Lot 2 is located in the R-2 Zoning District. The bulk regulations for the R-2 Zoning District include.

- Minimum lot area 8400 square feet
- Minimum lot width 66 feet
- Minimum front yard 35 feet
- Minimum rear yard 30 feet

The area regulations for side yards in the R-2 District are not entirely clear. For lots 80 feet and wider the side yard is a minimum of 10% of the lot width on each side. For lots less than 80 feet there does not appear to be an easily definable side yard width. For lots less than 80 feet the intent is for the side yard to be minimum of 8 feet on each side. For a 70-foot lot the minimum of 8 feet would be applicable.

With the Plat of Survey both the existing Lot 2 and the new lot would meet the minimum requirement of 66 feet of frontage. The depth of the lot is such there should not be an issue with a 35-foot front yard and 30-foot rear yard.

With respect to the side yard the Applicant will need to provide additional information documenting the newly created lot line results in more than the minimum required side yard on the existing Lot 2. The lot line must be a minimum of 11.47 feet from the existing dwelling unit. On the new created lot, the minimum side yard on each would be 8 feet under the City's interpretation of the R-2 Zoning District regulations.

Assuming the applicant can document the creation of the new lot results maintains the conforming status of the residence on the existing Lot 2 the Plat of Survey would be considered consistent with the requirements of the zoning ordinance. Any residene to be constructed on the newly created lot would need to conform with the zoning regulations. That compliance is applicable at the time of construction and is not an independent requirement of the approval of the Plat of Survey.

In summary, it appears there are no requirements under the subdivision ordinance. The development of the new lot will likely require the installation of a new water service and sewer service that would need to be compliant with all applicable with all City regulations. The applicant will need to document the residence on the existing Lot 2 remains conforming with respect to the side yard setback. That documentation must be provided before the City should consider approval of the Plat of Survey as the City should not approve a Plat of Survey that would result in the residence on the existing Lot 2 being non conforming with the Zoning Ordinance.

Liz Faust September 26, 2024 Page 3

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:crt 193 Cc: Jessica Drake Brad Beck, Beck Engineering, Inc. <u>info@beckengineering.net</u>



VEENSTRA & KIMM INC. 3000 Westown Parkway

West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

September 27, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA PLAT OF SURVEY LOT 2 VALLEY VIEW ACRES SUPPLEMENTAL INFORMATION

The writer has completed a review of the second submittal by Beck Engineering for the creation of a new parcel constituting the east 70 feet of what is now Lot 2 of Valley View Acres. In the writer's review letter of September 25, 2024 it was noted the only outstanding issue was to confirm the creation of the new lot did not result in the residence on the existing Lot 2 becoming a non-conforming residence. The supplemental information indicates the minimum side yard between the existing residence and the west lot line of the new parcel is 37.08 feet. Under the City's zoning ordinance the required minimum side yard is 11.47 feet.

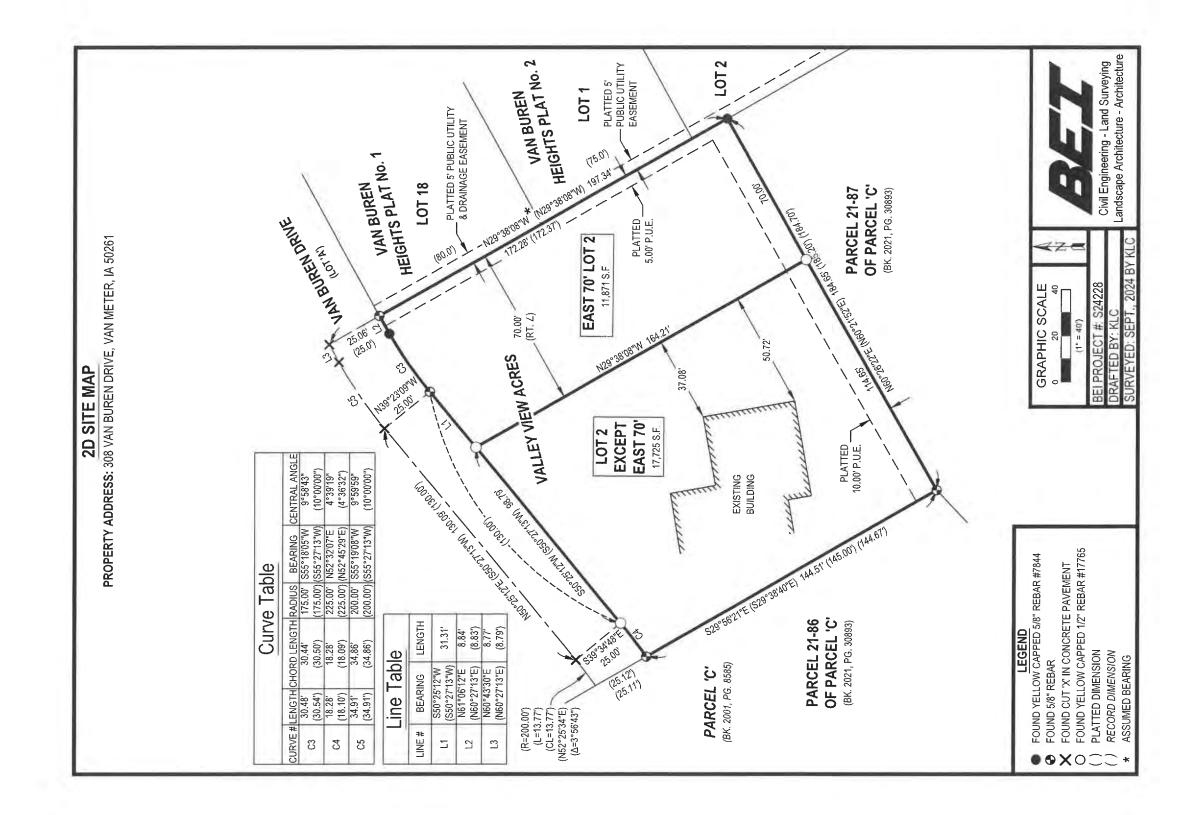
The side yard that will remain after the creation of the new parcel meets the side yard requirement. The residence on the remainder parcel would be conforming under the City's zoning ordinance.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj 193 Cc: Jessica Drake



## Agenda Item #17

## Discussion and Possible Action: Warren Water District - 36440 Shadow Trail

Submitted for: **Discussion and Possible Action** Information included in the packet

Recommendation: Consent subject to an agreement with Warren Water

Sample Language: Motion to consent to water service subject to an agreement with Warren Water to surrender the service if a time comes that the City provides water service at a future date

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_



City of Van Meter

Oct 30 24

To It May Concern:

We have been approached by Al Wille requesting our service located at 36440 Shadow Trl., Van Meter. His address is within the Warren Water District's service area.

Since the City of Van Meter is within a 2 mile radius of the above stated address and the district is structured as a 357A we are notifying you of our intent to provide services to her address.

Please inform us in writing the City of Van Meter's intentions for this property.

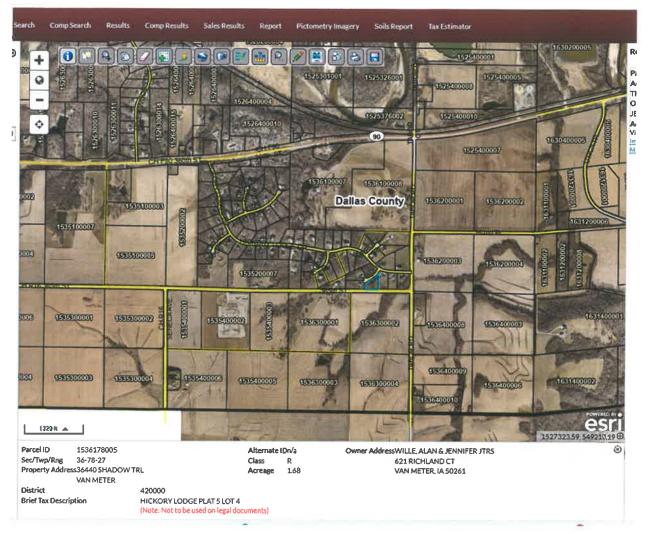
If you have any questions contact the office.

Sincerely,

Candi Christensen

CSR

)n<sup>™</sup> Dallas County, IA





3000 Westown Parkway West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

November 8, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA WARREN WATER SERVICE REQUESTS

The City of Van Meter has received requests from Warren Water to serve properties at the following locations:

- 36811 Osage
- 36440 Shadow Trail

Warren Water is providing the notices and requests to the City of Van Meter under the statutory provision commonly referred to as the "two mile rule". Under the two mile rule Warren Water can only serve properties within two miles of the City with the concurrence of the City. The two mile rule does not directly apply to properties within the City. However, there are differing opinions relative to areas within the City where rural water is providing service to the "territory".

The property at 36811 Osage is located outside of the City. Warren Water appears to be acknowledging it is subject to the two mile rule relative to their property. Under the two mile rule the City could deny one water the right to serve the property. If the City denies Warren Water the right to serve the property at 36811 Osage the City is obligated to provide water service within three years if requested. If the City does not provide service within that period Warren Water is allow to serve the property even without the consent of the City.

The property at 36811 Osage is located southwest of the City. The property is located along Osage Avenue just north of the Warren County line. This property is outside of any area the City of Van Meter has contemplated for future water service. The property is closer to the City of De Soto's water system. Based on the location of the property the writer would recommend the City consent to Warren Water serving the property.

The property at 36440 Shadow Trail is located within the City. Areas within the City are not subject to the two mile rule. If the rural water established service to the general territory prior to the property

Liz Faust November 8, 2024 Page 2

being annexed. Warren Water may have a valid argument it already serves the territory and does not require consent.

The results of a relatively recent litigation has been interpreted by some, but not all, to mean rural water must request service to any property within its "territory" as long as that property is within two miles of the City. The parcel in question is located within Hickory Lodge Plat 5. Hickory Lodge Plat 5 was platted in 2018. At the time Hickory Lodge was platted that area was within two miles of the City of Van Meter even prior to annexation by the City.

By submitting its request Warren Water appears to be indicating it believes it is subject to the two mile rule even though the property is located within the City. If Warren Water can not assert it established territorial rights prior to annexation the two mile rule is not applicable and the City would have the absolute right to deny service. If it is arguable Warren Water had some form of territorial rights prior to annexation the properties would be subject to the two mile rule the City could potentially be obliged to provide service within three years if it denies the request by Warren Water.

Leaving aside the issue of territorial right this plat is located in a portion of Hickory Lodge the City does not currently serve. The only portion of Hickory Lodge located in the City is the easterly Plat 5 area. Given the small number of lots within Hickory Lodge Plat 5 it is unlikely the City would extend water service to the few parcel that may not be currently served by Warren Water.

It is possible if the area on the southside of 365<sup>th</sup> between Tabor Road and Seneca Avenue were to develop the City could construct water main along 365<sup>th</sup> to an area adjacent to Hickory Lodge Plat 5 and potentially serve the area in the future. The question then becomes whether it would make economic sense for the City to extend water service into Hickory Lodge if there is only a small number of potential customers.

Assuming for the sake of discussion this area is considered an area within the City and not subject to the two mile rule the City has more flexibility in how to respond. If the area is not subject to the three year rule there is little recourse for the City's decision by the property owner or Warren Water as to the City's decision.

In this instance there appear to be three options. One option would be to deny Warren Water the ability to serve the property. The City would not have an obligation to serve the property, unless it was determined the property is subject to the three year rule under the two mile rule. Option two would be to consent to allowing rural water to serve the territory. Once the City consents that consent is permanent relative to Warren Water.

A third option would be to enter into an agreement with Warren Water that would allow Warren Water to serve the territory until such time as the City would serve the territory. Under the agreement Warren Water would be required to surrender the parcel to the City at no cost once the City provides service.

Liz Faust November 8, 2024 Page 3

Given the location of Plat 5 it is unlikely the City will provide water service in the foreseeable future. If the property needs water service, denying water service without a plan to provide service only adversely impacts the property owner. Unless the City has a plan to provide water service denying water service does not appear to be a favored option.

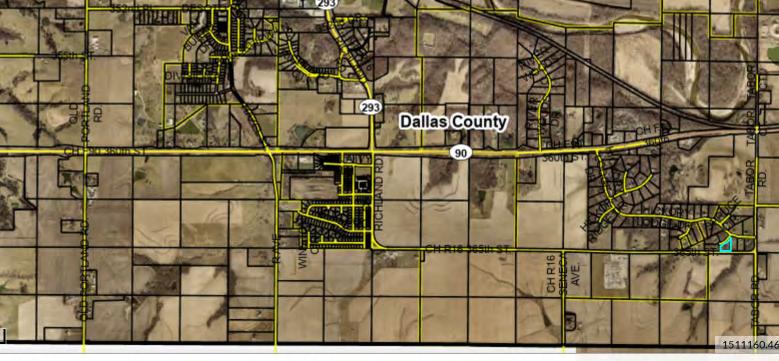
The writer would suggest the City either consent to allow water service or consent to allow water service subject to an agreement where Warren Water would surrender the territory if the City provides water service at a future date. Either option is viable. The writer would generally prefer the agreement that provides the City additional protection in the event it does wish to provide service at a future date.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:mmc 193 Enclosure Cc: Jessica Drake John Fatino



.536178005 86-78-27 86440 SHADOW TRL YAN METER Alternate IDn/a Class R Acreage 1.68

420000 HICKORY LODGE PLAT 5 LOT 4 (Note: Not to be used on legal documents) Owner AddressWILLE, ALAN & JENNIFER JTRS 621 RICHLAND CT VAN METER, IA 50261

Madison County

on

## Agenda Item #18

## Discussion and Possible Action: Warren Water District - 36811 Osage Avenue

Submitted for: **Discussion and Possible Action** Information included in the packet

Recommendation: Consent to water service by Warren Water

Sample Language: Motion to consent to water service by Warren Water

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_



City of Van Meter

Oct 28 24

Jessica:

We have been approached by Charles and Marilyn smith requesting our service located at 36811 Osage Ave. Van Meter. Their address is within the Warren Water District's service area.

Since the City of Van Meter is within a 2 mile radius of the above stated address and the district is structured as a 357A we are notifying you of our intent to provide services to her address.

Please inform us in writing the City of Van Meter's intentions for this property.

If you have any questions contact the office.

sincerely, Andi Msterna

Candi Christensen CSR



3000 Westown Parkway West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

November 8, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA WARREN WATER SERVICE REQUESTS

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- 36811 Osage
- 36440 Shadow Trail

Warren Water is providing the notices and requests to the City of Van Meter under the statutory provision commonly referred to as the "two mile rule". Under the two mile rule Warren Water can only serve properties within two miles of the City with the concurrence of the City. The two mile rule does not directly apply to properties within the City. However, there are differing opinions relative to areas within the City where rural water is providing service to the "territory".

The property at 36811 Osage is located outside of the City. Warren Water appears to be acknowledging it is subject to the two mile rule relative to their property. Under the two mile rule the City could deny one water the right to serve the property. If the City denies Warren Water the right to serve the property at 36811 Osage the City is obligated to provide water service within three years if requested. If the City does not provide service within that period Warren Water is allow to serve the property even without the consent of the City.

The property at 36811 Osage is located southwest of the City. The property is located along Osage Avenue just north of the Warren County line. This property is outside of any area the City of Van Meter has contemplated for future water service. The property is closer to the City of De Soto's water system. Based on the location of the property the writer would recommend the City consent to Warren Water serving the property.

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Liz Faust November 8, 2024 Page 2

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Liz Faust November 8, 2024 Page 3

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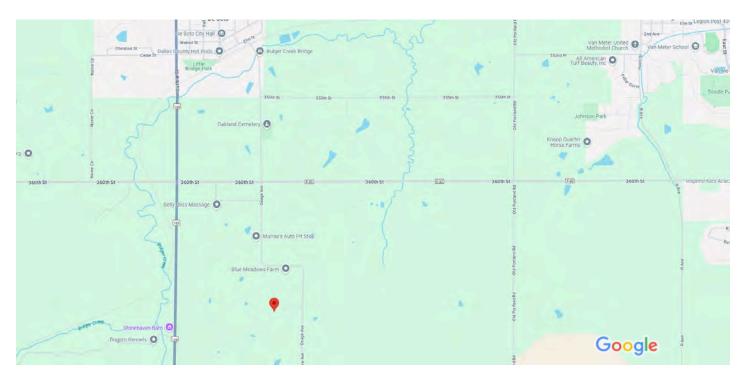
VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:mmc 193 Enclosure Cc: Jessica Drake John Fatino

## Google Maps

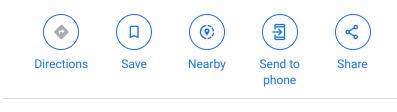
#### 36811 Osage Ave



Map data ©2024 1000 ft L



## 36811 Osage Ave



- **O** 36811 Osage Ave, Van Meter, IA 50261
- GX4X+JC Van Meter, Iowa

Jess,

Bob called with his response for Candi. He stated that location (which is west and south of the City boundary) is not an intended water service territory. Recommendation is to have an action item on 11-11-24 agenda to confirm with Council our intentions for that area. It is not on our future land use map. He didn't mention if it is necessary to approve the request by resolution or not.

See map. It is saved in the November 11 council folder.

Liz

From: Jess Drake <jdrake@vanmeteria.gov>
Sent: Monday, October 28, 2024 3:24 PM
To: Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>; Bob Veenstra (bveenstra@v-k.net)
<bveenstra@v-k.net>
Subject: FW: Warren Water District - City of Van Meter - 36811 Osage Ave.
Importance: High

Bob - Is this something that you need to review? Does it go to Council or P&Z or nothing?

City Clerk Jessica Drake

Office: 515-996-2644 | Cell: 515-478-5047 Jdrake@vanmeteria.gov www.vanmeteria.gov

From: Candi Christensen <<u>cchristensen@warrenwaterdistrict.com</u>>
Sent: Monday, October 28, 2024 3:10 PM
To: info <<u>info@vanmeteria.gov</u>>
Cc: Candi Christensen <<u>cchristensen@warrenwaterdistrict.com</u>>
Subject: Warren Water District - City of Van Meter - 36811 Osage Ave.
Importance: High

Hello Jessica,

Please see the attached letter and let me know if you have any questions. If this needs to be placed on your agenda, can you please let me know when I may

#### expect a response.

You can respond by email if that works or is easier for you.

Thank you!

Kind Regards,

Candi Christensen

Customer Service Representative

Warren Water District

1204 E. 2<sup>nd</sup> Avenue Indianola, IA 50125 PH: 515.962.1200 FX: 515.962.9328 Email: <u>Cchristensen@warrenwaterdistrict.com</u>



## Agenda Item #19

Discussion and Possible Action:

Resolution #2024-127 Setting the Date of Public Hearing regarding a voluntary, non-consenting annexation of Van Meter Country Estates (Brookview Lane)

Submitted for: Discussion and Possible Action

All necessary documentation has been received and the new proposed timeline approved by the City Development Board.

Recommendation: APPROVAL

Sample Language: Motion to adopt Resolution #2024-127 Setting the Date of Public Hearing regarding a voluntary, non-consenting annexation of Van Meter Country Estates (Brookview Lane) for Monday, December 9, 2024 at 7:00pm

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ GroImus \_\_\_\_\_ Pelz\_\_\_\_ Westfall\_\_\_\_\_

### **RESOLUTION NO. 2024-127**

A Resolution Setting the Date of Public Hearing regarding a voluntary, nonconsenting annexation of Van Meter Country Estates (Brookview Lane)

WHEREAS, the City of Van Meter has received voluntary annexation applications from Edith Ann Westfall, James & Gwendolyn Folkerts, Timothy & Cheryl Costlow, Tracy Foreman, Benjamin & Stephanie Clark, thePorter Family Living Trust and Austen & Sarah Hassebock; and

WHEREAS, the City of Van Meter previously notified the Dallas County Board of Supervisors, Van Meter Township, the City of Waukee and the City of DeSoto of the proposed voluntary, non-consenting annexation, held a consultation, confirmed the legal descriptions with the Dallas County Auditor and sent required notices public utilities, government bodies, non-consenting property owners and adjacent property owners during the months of August and September 2024; and

**WHEREAS**, the City of Van Meter submitted the annexation proposal to the City Development Board in September 2024 and was required to obtain certain information including but not limited to applications from Tracy Foreman, Austen & Sarah Hassebock, proof of the Porter Family Living Trust ownership, and certain maps & legal description confirmation; and

**WHEREAS,** the City of Van Meter must now hold an additional public hearing regarding the proposed annexation as all required information has been received; now

**THEREFORE, BE IT HEREBY RESOLVED**, by the Van Meter City Council that the Public Hearing for a voluntary, non-consenting annexation of Van Meter Country Estates (Brookview Lane) is set for December 9, 2024 at 7:00pm at the United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261.

**BE IT FURTHER RESOLVED**, the City Administrator is directed to publish notice of the hearing as required by law as well as online at <u>www.vanmeteria.gov</u>.

Passed and Approved this 11<sup>th</sup> day of November, 2024.

Mayor

#### You're welcome.

BETTY HESSING | Administrative Assistant

IOWA ECONOMIC DEVELOPMENT AUTHORITY 1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 +1 (515) 348-6197 | betty.hessing@iowaeda.com

## Economic Development

From: Jess Drake <jdrake@vanmeteria.gov>
Sent: Thursday, October 31, 2024 7:46 AM
To: Betty Hessing <Betty.Hessing@iowaeda.com>
Cc: Matt Rasmussen <matt.rasmussen@iowaeda.com>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>
Subject: Re: Van Meter annexation

Thank you!

Jess Drake City Clerk

Van Meter City Hall 310 Mill St, PO BOX 160 Van Meter, IA 50261 Hours: Monday - Thursday 8:00am - 5:00pm, Friday 8:00am - 1:00pm Appointments available upon request

On Oct 31, 2024, at 7:41 AM, Betty Hessing < Betty. Hessing@iowaeda.com > wrote:

Your dates look good for publication and certified mail date and public hearing/Resolution date.

BETTY HESSING | Administrative Assistant

IOWA ECONOMIC DEVELOPMENT AUTHORITY 1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 +1 (515) 348-6197 | betty.hessing@iowaeda.com From: Jess Drake <<u>idrake@vanmeteria.gov</u>>
Sent: Thursday, October 31, 2024 7:32 AM
To: Matt Rasmussen <<u>matt.rasmussen@iowaeda.com</u>>
Cc: Elizabeth (Liz) Faust <<u>lfaust@vanmeteria.gov</u>>; Betty Hessing <<u>Betty.Hessing@iowaeda.com</u>>
Subject: Re: Van Meter annexation

No I didn't include them.

Thank you! I really appreciate your help!

Jess Drake City Clerk

Van Meter City Hall 310 Mill St, PO BOX 160 Van Meter, IA 50261 Hours: Monday - Thursday 8:00am - 5:00pm, Friday 8:00am - 1:00pm Appointments available upon request

On Oct 31, 2024, at 7:31 AM, Matt Rasmussen <<u>matt.rasmussen@iowaeda.com</u>> wrote:

Betty will review as well, but I think your timeline works.

Wasn't sure if you meant to include maps with the email, but no maps received.

Matt

 MATT RASMUSSEN | Redevelopment Tax Credit Program Manager and City Development Board Administrator

 IOWA ECONOMIC DEVELOPMENT AUTHORITY

 1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315

 +1 (515) 348-6196 | matt.rasmussen@iowaeda.com

From: Jess Drake <jdrake@vanmeteria.gov>
Sent: Wednesday, October 30, 2024 4:55 PM
To: Matt Rasmussen <<u>matt.rasmussen@iowaeda.com</u>>; Elizabeth (Liz) Faust
<<u>lfaust@vanmeteria.gov</u>>

## Cc: Betty Hessing < <u>Betty.Hessing@IowaEDA.com</u>>

Subject: RE: Van Meter annexation

Some people who received this message don't often get email from jdrake@vanmeteria.gov. Learn why this is important

Matt – We have received the information as detailed in the emails below pertaining to the proposed voluntary, non-consenting annexation in Van Meter. Could you please review the timeline below and let me know if you see any issues?

1 – Prepare & obtain applications from Tracy Foreman and Austen & Sarah Hassebrock as well as written documentation from Porter's indicating trust ownership of the parcel & authority to sign on behalf of the trust

- 1. We have received the trust ownership documentation as well as an executed Voluntary Annexation Agreement from Tracy Foreman and Austin & Sarah Hassebrock will be delivering theirs to City Hall tomorrow
- 2. Upon receipt of the final piece of documentation tomorrow, I'll send the legal descriptions to the County Auditor for review & verification

2 – Set the date for new public hearing at the next applicable council meeting – Set the date for public hearing on 11/11/24 at the regular council meeting for a hearing to be held on 12/9/2024

3 – Complete the required mailings as described (just to confirm, are you saying that we can send all 3 mailings on the same day as long as it's 14 days prior to any Council action?) <u>Yes. 14</u> <u>BUSINESS days prior to hearing/resolution date.</u> Mail the notices defined below on or before 11/15/24

(1) – Applications with map & legal description of each parcel, map of the entire territory sent by certified mail to the non-consenting party and each affected public utility <u>Correct.</u>

(2) – Written notice of the applications including the legal description of the entire proposed annexation territory with time of public hearing sent by regular mail to the Board of Supervisors, non-consenting party, adjacent property owners, & each affected public utility Correct.

3 – Written notice of application(s) to DeSoto & Waukee, the Board of Supervisors, each affected utility and the Des Moines MPO sent by certified mail <u>Correct.</u>

4 – Publish the hearing notice AT LEAST 10 business days prior to the hearing/council consideration <u>Correct</u> Publish the hearing notice on or before 11/21/24

5 – Hold the hearing & have council consider at least 14 days after the mailings defined in step #2 have been completed AND at least 10 days after publication <u>I think you meant to say step #3</u> which is all the mailings and remember, 10 BUSINESS days. Hold the hearing & council consideration of the resolution on 12/9/24

6 – Wait at least 3 business days after the hearing and resubmit to the City Development Board (1 original and 2 copies) including a comprehensive list of all mailing addresses <u>No need to wait.</u> It is not uncommon for a city to send us everything via email (.pdf) to review except the resolution. while they are waiting for the resolution...Send information to City Development Board to review and then send approved, executed resolution to City Development Board

Please include one additional color aerial map that shows the same thing (the annexation territory as it relates to Van Meter's current boundary) but is zoomed out and also shows the relationship with the boundaries of Waukee and DeSoto. I have these maps to include.

We would be happy to review your timeline.

# **Jess Drake**

City of Van Meter | City Clerk 515-996-2644 (o) | 515-478-5047 (c) jdrake@vanmeteria.gov

From: Matt Rasmussen <matt.rasmussen@iowaeda.com>
Sent: Wednesday, October 2, 2024 9:11 AM
To: Jess Drake <jdrake@vanmeteria.gov>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>
Cc: Betty Hessing <Betty.Hessing@lowaEDA.com>
Subject: RE: Van Meter annexation

# Agenda Item #20

Discussion and Possible Action:

Resolution #2024-128 to Provide for Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Arlington Avenue Project, and the taking of bids therefor

Submitted for: **Discussion and Possible Action** Information is included in the packet

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-128 to Provide for Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Arlington Avenue Project, and the taking of bids therefor

City Councilmember:	So moved.
City Councilmember:	Second.
Mayor: <b>Roll Call Please.</b>	
City Clerk: Akers Brott	Grolmus Pelz Westfall



November 5, 2024

# VIA EMAIL

Jessica Drake City Clerk/City Hall Van Meter, Iowa

> Re: Arlington Avenue Project Our File No. 420352-33

Dear Jessica:

We have prepared and attach the necessary proceedings to enable the City Council to act at the November 11, 2024, meeting to set a date, time and place for the hearing and letting for the Arlington Avenue Project.

The materials attached include the following items:

1. Resolution setting the dates for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Section 4 of the Resolution; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Section 7 of the Resolution.

2. Attestation Certificate attesting to the validity of the transcript.

3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be <u>published at least once</u>, not less than four (4) and not more than twenty (20) days prior to the date of the hearing in a legal newspaper of general circulation in the City. <u>The last date on which this notice can be effectively published is January 9, 2025</u>. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.



The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be <u>posted not less than thirteen (13) and not more than forty-five (45) days</u> prior to the date designated for receiving bids. <u>The last date on which this notice</u> <u>can be effectively posted is December 26, 2024</u>. Due to the holiday, we would recommend providing the Notice to Bidders to the Construction Update Network by no later than December 23, 2024.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the engineer will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the City Clerk and/or the engineer will arrange for the Notice to Bidders to be posted on either the website of the Iowa League of Cities or the City's website (either of these postings will satisfy the requirements of the Iowa Code).

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond, Erin Regan, Lauren Baker or me.

Best regards,

John P. Danos

Attachments

cc: Liz Faust Bob Veenstra Jr.

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

420352-33 (NHL)

Van Meter, Iowa

November 11, 2024

The City Council of the City of Van Meter, Iowa, met at the \_\_\_\_\_, Van Meter, Iowa, on November 11, 2024, at \_\_\_\_\_o'clock \_\_\_.m.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present:

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

The City Council took up and considered the proposed Arlington Avenue Project. Council Member \_\_\_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_\_. After due consideration thereof by the 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 motion duly carried and the resolution adopted, as follows:

# RESOLUTION NO. 2024-128

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Arlington Avenue Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Van Meter, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Veenstra & Kimm, Inc. (the "Project Engineers"), which may be hereafter referred to as the "Arlington Avenue Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. January 13, 2025, at 7:00 p.m., at the United Methodist Church, 100 Hazel Street, Van Meter, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the hearing. The Notice of Hearing shall be in substantially the following form:

# (Form of Notice of Hearing)

# NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF ARLINGTON AVENUE FOR THE CITY OF VAN METER, IOWA

At 7:00 P.M. on the 13th day of January, 2025, the City Council of the City of Van Meter, lowa will, in said United Methodist Church, 100 Hazel Street, Van Meter, lowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the Arlington Avenue project.

The description of the project is as follows:

# ARLINGTON AVENUE

Construct Arlington Avenue including all labor, materials and equipment necessary for approximately 2,042 SY of PCC pavement, 1,143 LF of curb and gutter, 6" wide, 764 LF of storm sewer, 15" to 36" diameter, intakes, surface restoration, seeding and miscellaneous associated work, including cleanup. The project is located on Arlington Avenue in the City of Van Meter, Iowa.

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

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

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 12:00 p.m., on January 8, 2025, at the City Hall, Van Meter, Iowa. At such time and place, the City Council hereby delegates to the City Administrator, City Clerk, and/or the Project Engineers the duty of opening and announcing the results of the bids received. January 13, 2025, at 7:00 p.m., at the United Methodist Church, 100 Hazel Street, Van Meter, Iowa, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

# (Form of Notice to Bidders)

# NOTICE TO BIDDERS

# NOTICE OF TAKING BIDS FOR ARLINGTON AVENUE FOR THE CITY OF VAN METER, IOWA

Sealed proposals will be received by the City Clerk of the City of Van Meter, Iowa, at the City Hall, 310 Mill Street, P.O. Box 160, Van Meter, Iowa, before 12:00 P.M. on the 8th day of January, 2025 for the construction of Arlington Avenue, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said City Hall by the City Administrator and Project Engineer at the time, date and place specified above.

Also, at 7:00 P.M. on the 13th day of January, 2025, the City Council of the City of Van Meter, Iowa will, in said United Methodist Church, 100 Hazel Street, Van Meter, Iowa, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

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

# ARLINGTON AVENUE

Construct Arlington Avenue including all labor, materials and equipment necessary for approximately 2,042 SY of PCC pavement, 1,143 LF of curb and gutter, 6" wide, 764 LF of storm sewer, 15" to 36" diameter, intakes, surface restoration, seeding and miscellaneous associated work, including cleanup. The project is located on Arlington Avenue in the City of Van Meter, Iowa.

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

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

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

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

At a hearing on January 13, 2025 at 7:00 p.m. at the United Methodist Church, 100 Hazel Street, Van Meter, Iowa, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the Iowest responsible bidder submitting the Iowest responsive bid, which shall be determined without regard to state or Iocal law whereby preference is given on factors other than the amount of the bid. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

# DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

The work will commence within ten (10) calendar days as set out in written Notice to Proceed and shall be substantially completed, including surface restoration, no later than August 22, 2025.

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

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and material delivered to the site during the preceding calendar month less penalties. Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

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

Electronic bidding is not available at this point.

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

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from the City of Van Meter, City Hall, 505 Grant Street, Van Meter, Iowa 50261.

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

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved November 11, 2024.

Mayor

Attest:

City Clerk

# **ATTESTATION CERTIFICATE:**

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the Arlington Avenue Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

City Clerk

# NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the Arlington Avenue Project, the Notice of Hearing, 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 \_\_\_\_\_\_, 202\_\_\_.

City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

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

# NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
DALLAS COUNTY
CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Arlington Avenue Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_\_.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

# NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Arlington Avenue Project, the Notice to Bidders provided for therein was posted on the website of the Iowa League of Cities and/or on the City's website on \_\_\_\_\_, 202\_\_.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_\_.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the Iowa League of Cities and/or a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).

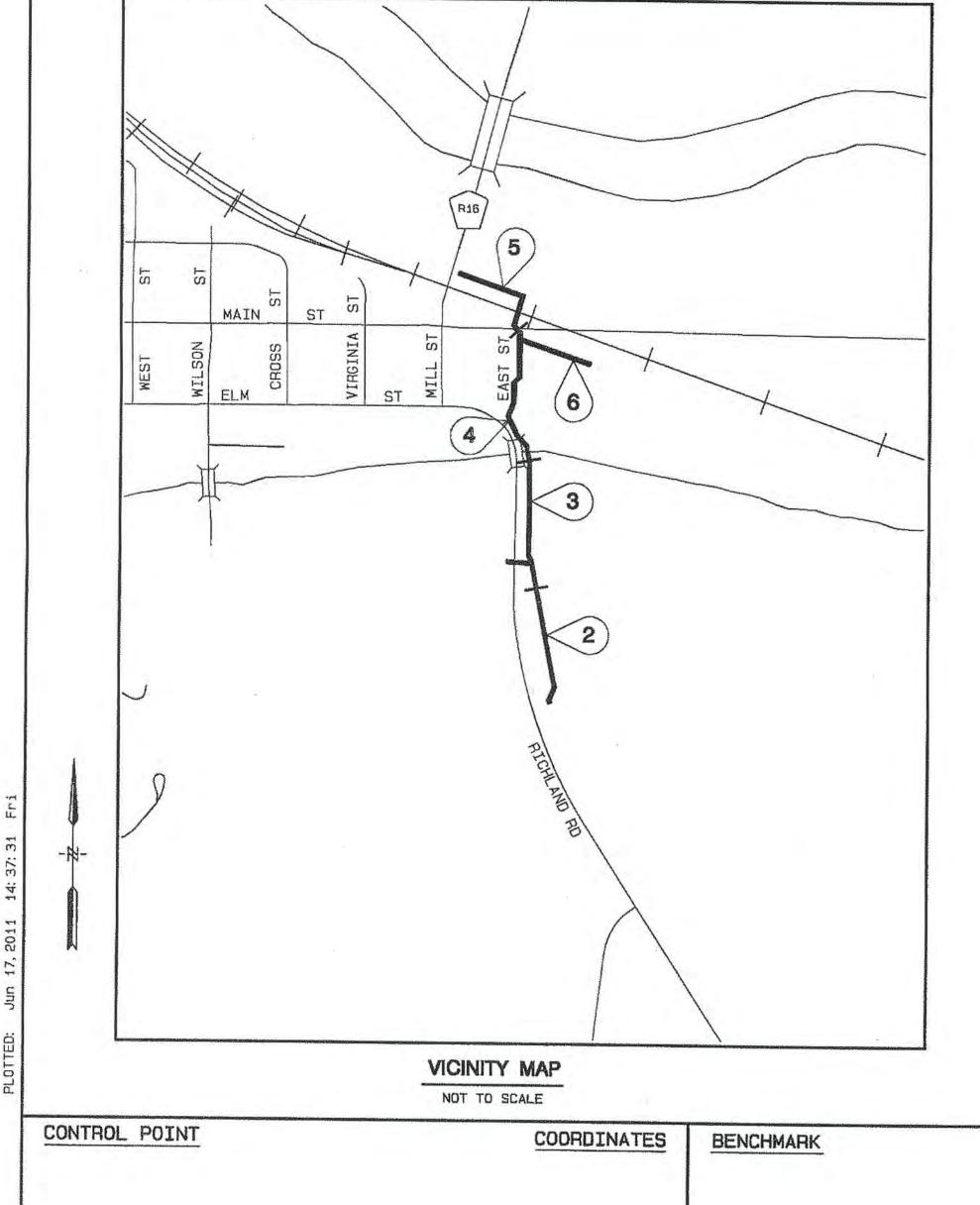
# Agenda Item #21

# **Discussion:**

# Water Main Project Update

Submitted for: **Discussion** Information is included in the packet

# PLANS FOR 2011 WATER MAIN IMPROVEMENTS VAN METER, IOWA





**GENERAL LEGEND** 

**************************************	- SURVEY LINE & STATION INDICATOR	===12"CHP	CUI VERT. STZE AND TYPE
			FLARED END SECTION
	ASPHALT SURFACE		RAILROAD
	CONCRETE SURFACE W/ASPHALT OVERLAY		MAILBOX
		x	FENCE (ALL OTHER)
			SECURITY FENCE
	DIAT SURFACE		WOOD FENCE
			PROPERTY LINE
			PROPERTY PIN
-0	NEW SEWER/MANHOLE		SECTION CORNER
<u> </u>	NEW SEWER/INTAKE	E	PLAT BOUNDARY
hand	NEW WATER MAIN	the second s	BUILDING
		0855.55	ELEVATION MARKER
Ø	NEW HYDRANT	· £	CENTERLINE
ø	NEW WATER VALVE	DIA.	DIAMETER
	EXISTING SANITARY SEWER AND SIZE	ELEV.	ELEVATION
		PVC	POLYVINYLCHLORIDE PIPE
	EXISTING STORM SEWER AND SIZE	CI	CAST IRON PIPE
	EXISTING WATER MAIN AND SIZE	DI	DUCTILE IRON PIPE
	EXISTING FORCE MAIN AND SIZE	CMP	CORRUGATED METAL PIPE
	GAS MAIN AND SIZE	VCP	VITRIFIED CLAY PIPE
	UNDERGROUND POWER LINE	RCP	REINFORCED CONCRETE PIPE
	OVERHEAD POWER LINE	RCAP	REINFORCED CONCRETE ARCH PIPE
	UNDERGROUND TELEPHONE LINE	LACP	LINED AEINFORCED CONCRETE PIP
200	CABLE TELEVISION LINE	LCPP	LINED CONCRETE PRESSURE PIPE
F0		STA.	STATION
TT	TOP OF EMBANKMENT	LA	LINE AHEAD
land to	TOE OF EMBANKMENT	LB	LINE BACK
	DRAINAGE COURSE	BM-2	BENCH MARK AND NUMBER
0	MANHOLE	ROW	RIGHT-OF-WAY
	CURB INTAKE	PI	POINT OF INTERSECTION
0R 🤀	AREA OR BEEHIVE INTAKE	POT	POINT ON TANGENT
Q	EXISTING HYDRANT	LF	LINEAR FEET
0	EXISTING WATER VALVE	ТН	TACKED HUB
A	GAS VALVE	ØSB-2	SOIL BORING AND NUMBER
à	POWER POLE	PVC ·	POINT OF VERTICAL CURVATURE
ja.	TELEPHONE POLE	PVT	POINT OF VERTICAL TANGENCY
X	STREET LIGHT	VC	VERTICAL CURVE
0•	POLE W/GUY ANCHOR	PC	POINT OF CURVATURE
14	TRAFFIC SIGNALS	' ŸT	POINT OF TANGENCY
×	SIGN	MO	MIDDLE ORDINATE
IJ	TELEPHONE CABLE JUNCTION BOX	DWG.	DRAWING
0	PEDESTRIAN CONTROL LIGHT	CP-1	CONTROL POINT AND NUMBER
<b>+</b>	RAILROAD CONTROL LIGHT	(TYP.)	TYPICAL
×	BAILROAD SIGN	HPG	HIGH PRESSURE GAS
8	UTILITY ACCESS COVER	IPG	
-	PARKING METER	INV.	INTERMEDIATE PRESSURE GAS
315	TREE AND SIZE		INVERT
2-00	EVERGREEN AND SIZE	E.W., E.F.	EACH WAY. EACH FACE
©16"	STUMP AND SIZE	E.W.	EACH WAY
	BUSH, SHRUB OR HEDGE	Ø	AT
	NOTE: THIS IS A GENERAL LEGEND ITEMS	<3)	DRAWING NUMBER

# DRAWING INDEX

NO.	DRAWING TITLE		
1.	INDEX AND TITLE SHEET		
2	PLAN AND PROFILE		
З	PLAN AND PROFILE		
4	PLAN AND PROFILE		
5	PLAN AND PROFILE		
6	PLAN AND PROFILE		

· · · · ·

WASamain C-900 puc

4

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

	SCALE AS NOTED	REVISIONS	DATE	ELEVATION
R AN	DRAWN DLL	Věrovník d. do sa konstruint de sa konstru		
	CHECKED RLH	un		
	APPROVED HAV			
LIPPAIOTRA O DI	DATE 6-17-11			
VEENSTRA & KI	A.C. ARWINZ		Million management of the line of the second s	and a second
		-		

# **GENERAL NOTES**

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

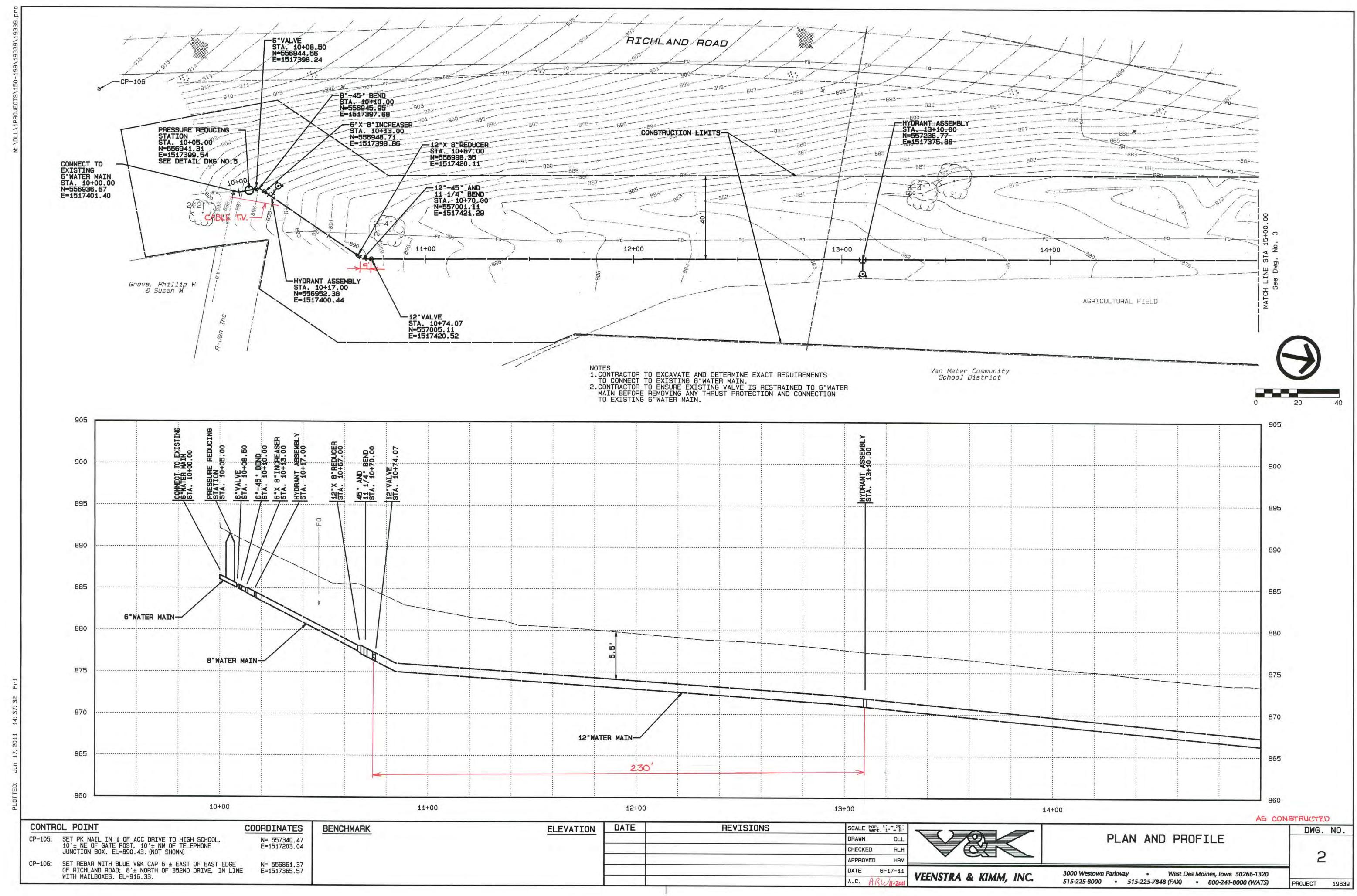
- EPLACEMENT FROM DAMAGE DURING CONSTRUCTION.

PROTECTION OF VEGETATION	
TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE 20 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT. BY CONTRACTOR. OF THESE ITEMS IS NOT REQUIRED.	IOWA
TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.	ONE-CALL BOO-292-8989 TOLL-FREE CALL BEFORE YOU DIG
licensed Professional Engineer under the laws of the State of Iowa.	H. Robert
Signed H. Robert Veenstra Jr., P.E. Iowa License No. 9037 Date June 18, 2011 Date June 18, 2011 June 18, 2011	No. 228
Signed H. Robert Veenstra Jr., P.E. Iowa License No. 9037 My license renewal date is December 31, 2012	No. 228
Signed H. Robert Veenstra Jr., P.E. Iowa License No. 9037 My license renewal date is December 31, 2012 Drawings covered by this seal:	No. 9037 Wovembor 2011
Signed H. Robert Veenstra Jr., P.E. Towa License No. 9037 My license renewal date is December 31, 2012 Drawings covered by this seal:	Novembor 2011
Signed H. Robert Veenstra Jr., P.E. Iowa License No. 9037 My license renewal date is December 31, 2012 Drawings covered by this seal:	eenstra Jr.

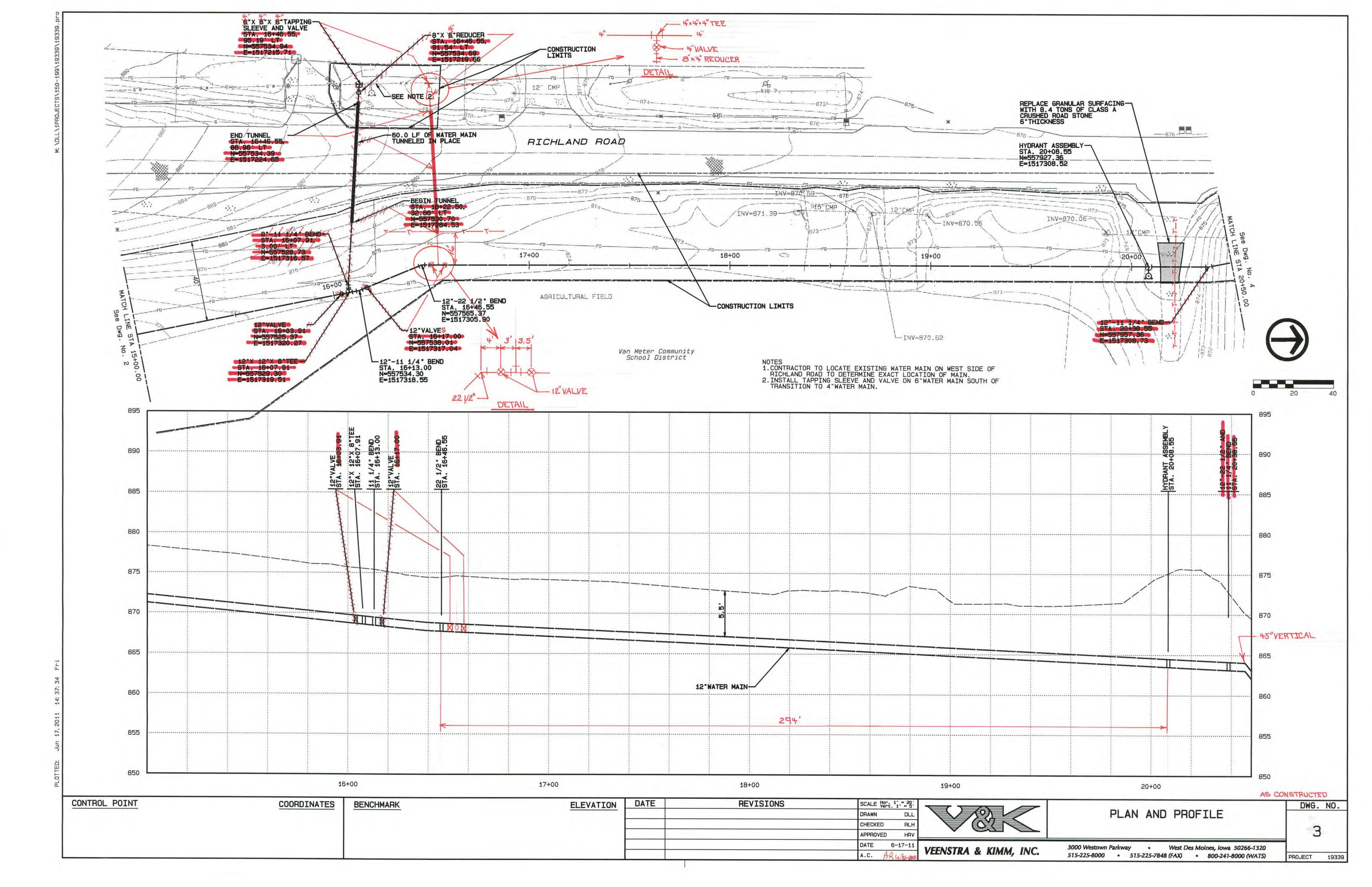
515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

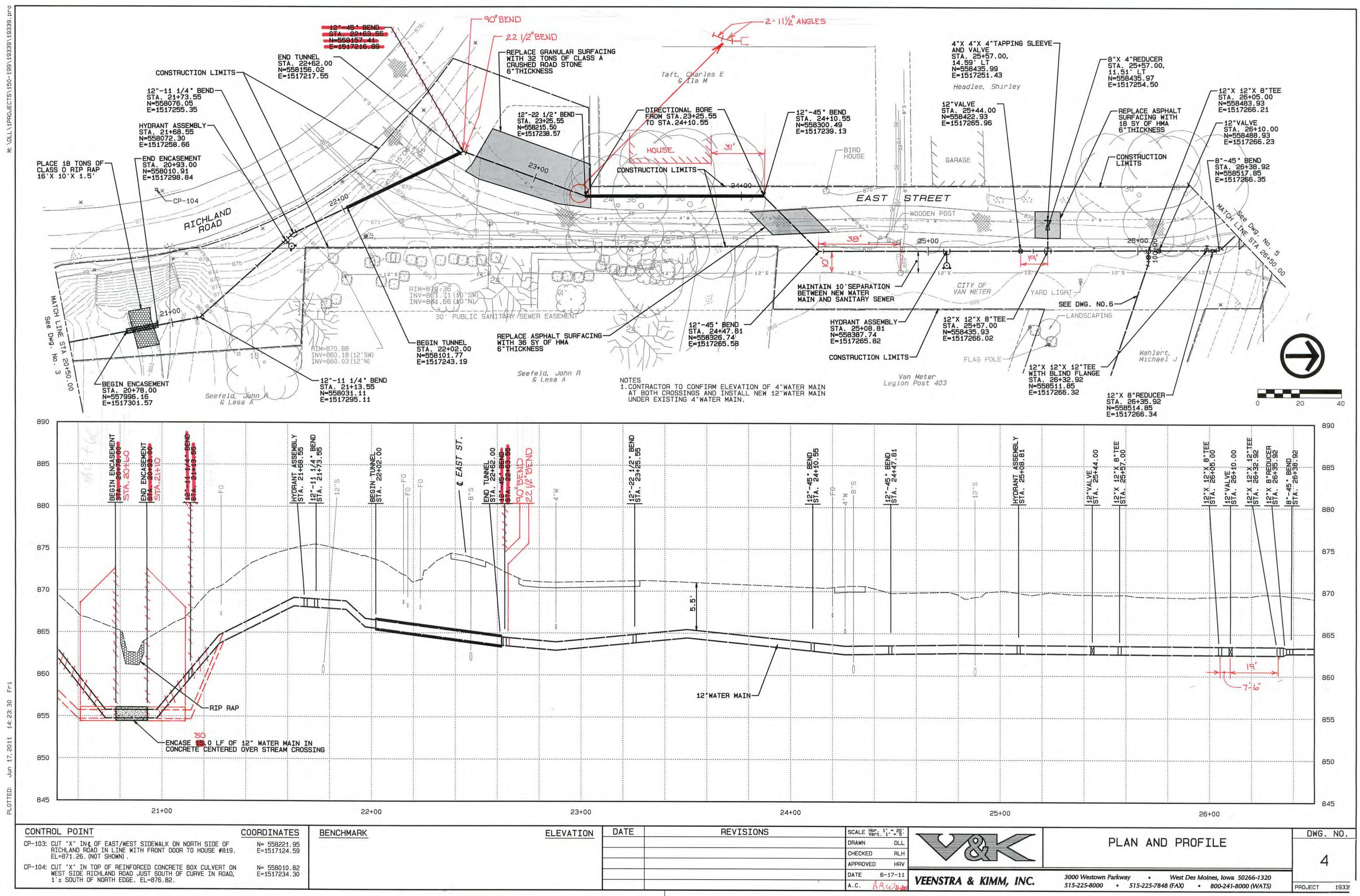
M, INC.

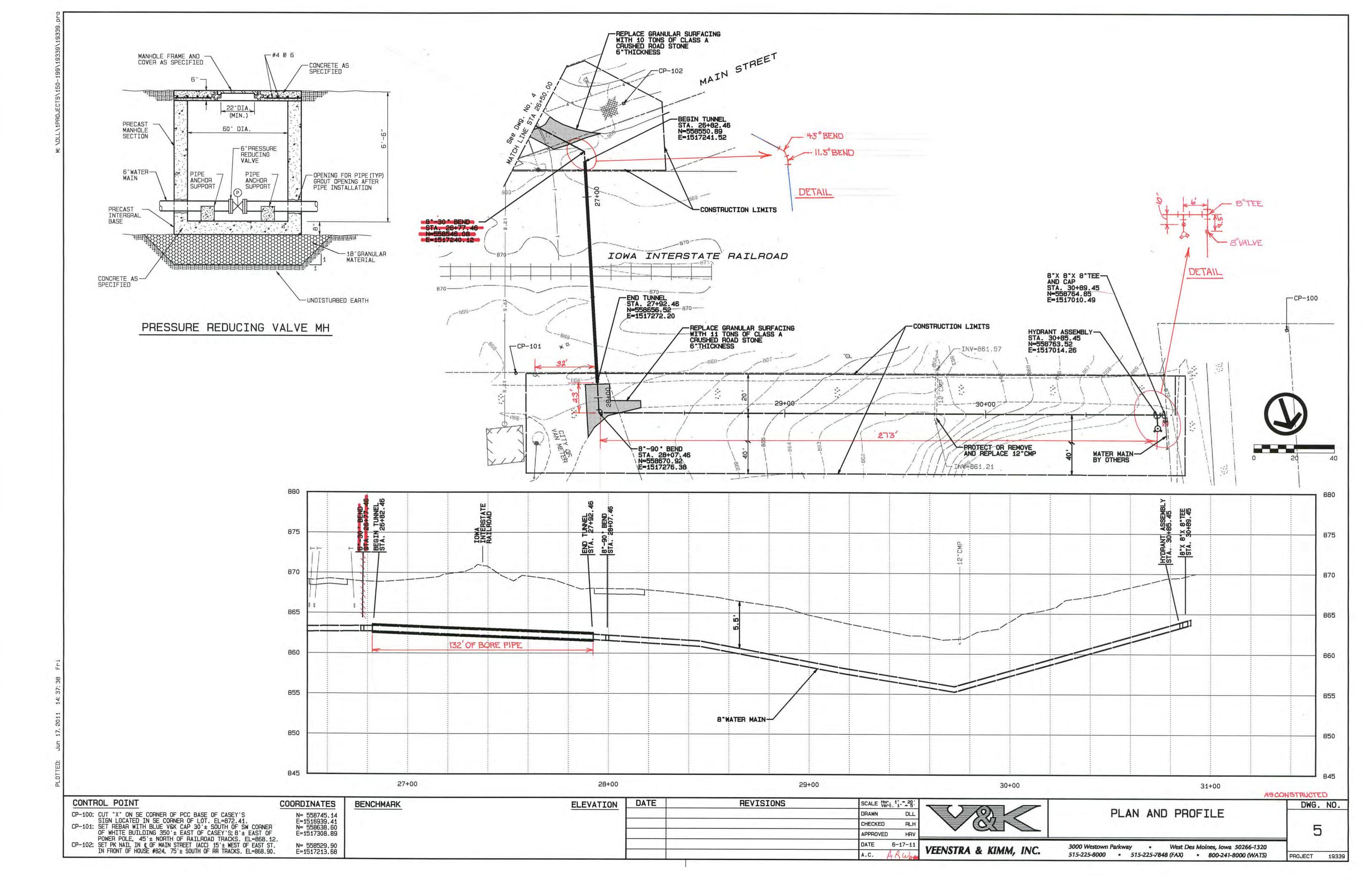
PROJECT 19339

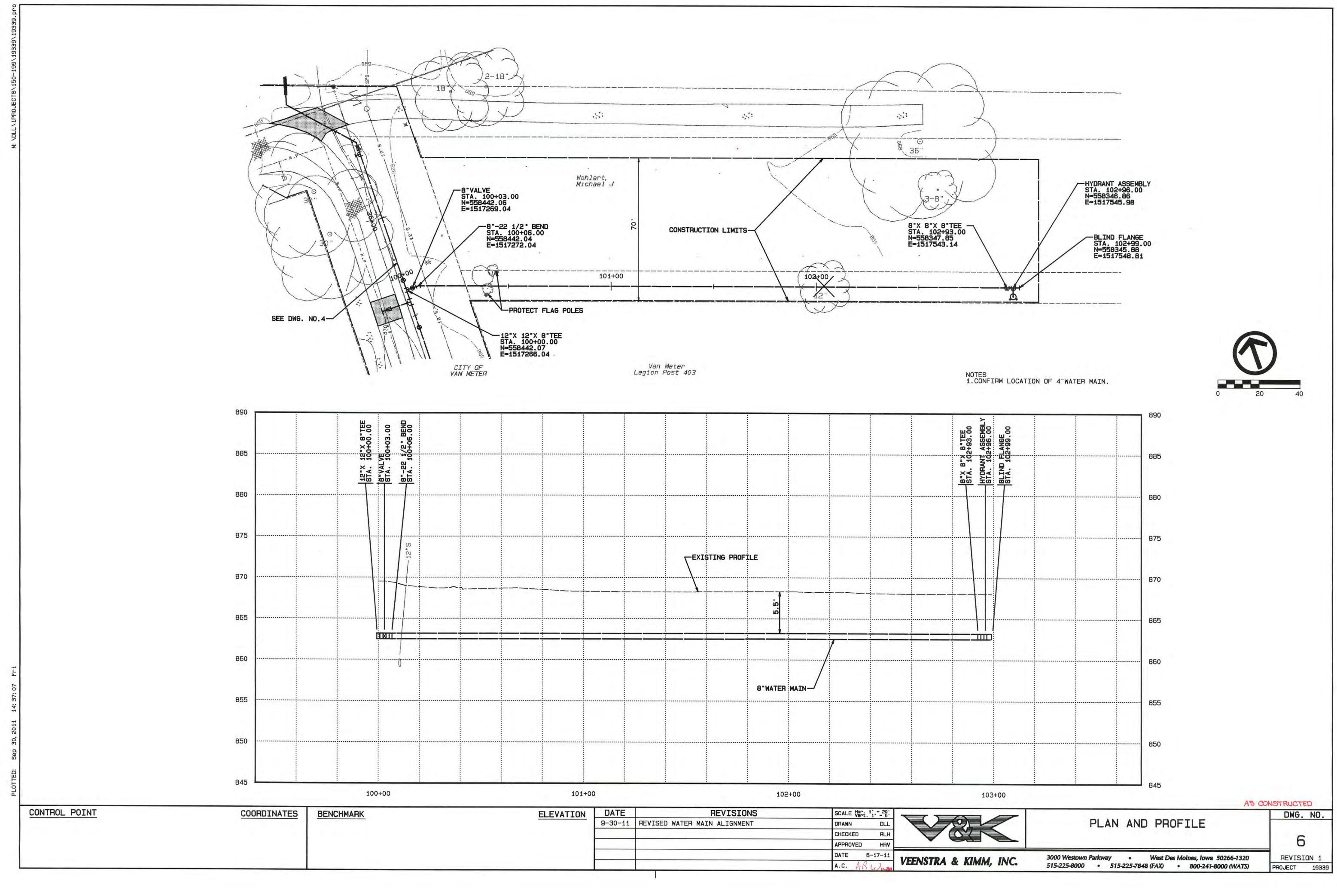


ATE	DATE REVISIONS SCALE Hort 1	1 - 5	
	DRAWN	DLL	
	CHECKED	RLH	
	APPROVED	HRV	
	DATE 6-	-17-11 VEENICT	
	A.C. ARu	VEEINSII	KA & KIMA
	DRAWN CHECKED APPROVED DATE 6-	DLL RLH HRV	7 & RA & KI









	SCALE Har. 1 = 20:	REVISIONS	ELEVATION D
	DRAWN DLL	REVISED WATER MAIN ALIGNMENT	9-3
	CHECKED RLH		
	APPROVED HRV		
	DATE 6-17-11		
VEENSTRA & KIM	A.C. AR WI-Zal		



West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

October 21, 2024

Drew McCombs Public Works Director City of Van Meter 310 Mill Street PO Box 160 Van Meter, IA 50261

VAN METER, IOWA WATER MAIN REPLACEMENT – PHASE 1 HAZEL STREET WATERMAIN DESOTO ROAD NORTHERLY

The original scope of the Watermain Replacement project included a new 8-inch water main along Hazel Street from DeSoto Road northerly. That water main was originally identified as part of Phase 1 or Phase 2.

It now appears the former Lauterbach property on the north side of the Raccoon River will develop and require water service. By separate correspondence the writer has proposed a change in the design of the water plant if it serves the area north of the river. The change involves adding a second set of high service pumps to pump directly from the water plant to the current well pressure zone. With this change the well pressure zone would be fed directly from the water plant, rather than being back fed from the tower pressure zone.

With this modification there will be a back feed connection located close to the water plant. That connection would allow the well pressure zone to be fed from the tower pressure zone in the event of a failure of the high service pumps at the water plant. If the water plant includes high service pumps for the well pressure zone the writer is recommending the interconnection between the tower pressure zone and the well pressure zone along Hazel Street be eliminated. With both direct pumping and back feed connection a second back feed connection on Hazel Street appears unnecessary.

With this change the writer was proposing to eliminate the new water main located along Hazel Street north of DeSoto Road to Progress Drive. In a future phase of the Water Main Replacement project it is anticipated a water main will be constructed along Drew McCombs October 21, 2024 Page 2

the east side of Hazel Street from progress Drive northerly. If it is necessary to leave the existing 6-inch water main along Hazel Street north of DeSoto Road partially in service that option would be incorporated as part of the future phase of the Water Main Replacement project.

With the deletion of the water main along Hazel Street the writer would propose that the two valves in the existing pressure reducing station be closed. As part of the abandonment the 6-inch water main south of the pressure reducing station would be permanently capped. The water main north of the pressure reducing station would remain in service. There should be no change in the operation of this reach of the water main along the west side of Hazel Street. When future phases of the Water Main Replacement project are constructed additional abandonment of the water main on Hazel Street north of De Soto Road may be incorporated in the project. However, that change is not necessary as part of the current project.

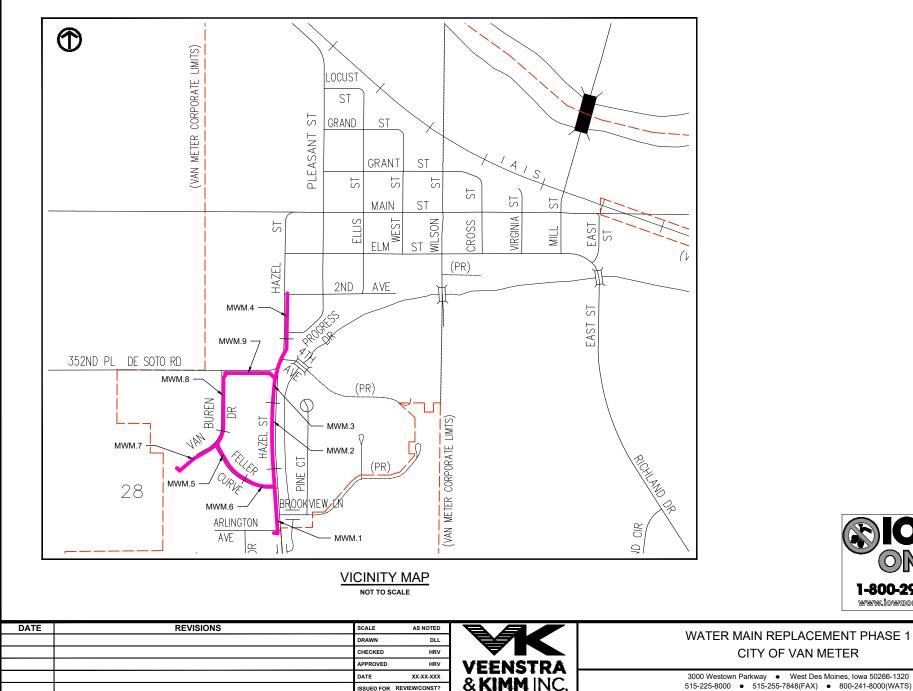
If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveentra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:crt 19392

# PLANS FOR WATER MAIN REPLACEMENT PHASE 1 VAN METER, IOWA



SHEET INDEX		
SHEET NUMBER	SHEET TITLE	
A.1	INDEX AND TITLE SHEET	
A.2	GENERAL NOTES AND LEGEND	
A.3	PROJECT SCOPE	
MWM.1	HAZEL STREET WATER MAIN	
MWM.2	HAZEL STREET WATER MAIN	
MWM.3	HAZEL STREET WATER MAIN	
MWM.4	HAZEL STREET WATER MAIN	
MWM.5	FELLER CURVE WATER MAIN	
MWM.6	FELLER CURVE WATER MAIN	
MWM.7	VAN BUREN DRIVE WATER MAIN	
MWM.8	VAN BUREN DRIVE WATER MAIN	
MWM.9	DESOTO ROAD WATER MAIN	



ALL

SIGNATURE



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.

DATE

NAME: <u>H. ROBERT VEENSTRA JR.</u>, P.E. LICENSE NUMBER: 9037

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024 PAGES OR SHEETS COVERED BY THIS SEAL:



# INDEX AND TITLE SHEET

SHEET NO

PROJECT

### **GENERAL LEGEND**

CULVERT; SIZE AND TYPE

CHARED END SECTION

############ RAILROAD

MAILBOX

- SURVEY LINE & STATION INDICATOR

CONCRETE W/ASPHALT OVERLAY

LOW GRADE ASPHALT SURFACE

CONCRETE SURFACE

ASPHALT SURFACE

M
, 2024 2:58:26
2024
15,
October 15
Tuesday,
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2

22. 22	GRANULAR SURFACE		SECURITY FENCE
	DIRT SURFACE		WOOD FENCE
	BRICK SURFACE		
	SURFACING REMOVAL/REPLACEMENT		CHAIN LINK FENCE
	EARTH SECTION		PROPERTY LINE
·	NEW SEWER/MANHOLE	•	PROPERTY PIN
-	NEW SEWER/INTAKE	<b>A</b>	SECTION CORNER
	NEW WATER MAIN		PLAT BOUNDARY
	NEW FORCE MAIN	- Curr	BUILDING
$\mathbf{\hat{v}}$	NEW HYDRANT	855.55	ELEVATION MARKER
8	NEW WATER VALVE	ΨĘ	CENTERLINE
	EXISTING SANITARY SEWER AND SIZE	DIA.	DIAMETER
	EXISTING STORM SEWER AND SIZE	ELEV.	ELEVATION
	EXISTING WATER MAIN AND SIZE	PVC	POLYVINYLCHLORIDE PIPE
	EXISTING FORCE MAIN AND SIZE	CI	CAST IRON PIPE
	GAS MAIN AND SIZE	DI	DUCTILE IRON PIPE
	UNDERGROUND POWER LINE	CMP	CORRUGATED METAL PIPE
	OVERHEAD POWER LINE	VCP	VITRIFIED CLAY PIPE
	UNDERGROUND TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
	CABLE TELEVISION LINE	RCAP	REINFORCED CONCRETE ARCH PIPE
	FIBER OPTICS	LRCP	LINED REINFORCED CONCRETE PIPE
	TOP OF EMBANKMENT	LCPP	LINED CONCRETE PRESSURE PIPE
	TOE OF EMBANKMENT	STA.	STATION
	DRAINAGE COURSE	LA	LINE AHEAD
S	SANITARY MANHOLE	LB	LINE BACK
6	STORM WATER MANHOLE	BM-2	BENCH MARK AND NUMBER
Ē	ELECTRIC MANHOLE	ROW	RIGHT-OF-WAY
Ū	TELEPHONE MANHOLE	PI	POINT OF INTERSECTION
Ŵ	WATER MANHOLE	POT	POINT ON TANGENT
-	CURB INTAKE	LF	LINEAR FEET
TH OR C	AREA OR BEEHIVE INTAKE	TH	TACKED HUB
5	EXISTING HYDRANT	* SB-2	SOIL BORING AND NUMBER
8	EXISTING WATER VALVE	PVC	POINT OF VERTICAL CURVATURE
æ	GAS VALVE	PVT	POINT OF VERTICAL TANGENCY
ď	UTILITY POLE	VC	VERTICAL CURVE
с С	GUY ANCHOR	PC	POINT OF CURVATURE
à	STREET LIGHT	PT	POINT OF TANGENCY
~ ۳	SIGN	MO	MIDDLE ORDINATE
	TELEPHONE CABLE JUNCTION BOX	DWG.	DRAWING
*	TRAFFIC SIGNALS	CP-1	CONTROL POINT AND NUMBER
	PEDESTRIAN CONTROL LIGHT	(TYP.)	TYPICAL
	RAILROAD CONTROL LIGHT	HPG	HIGH PRESSURE GAS
¥ ×	RAILROAD SIGN	IPG	INTERMEDIATE PRESSURE GAS
0	UTILITY ACCESS COVER	INV.	INVERT
-	PARKING METER	E.W.,E.F.	EACH WAY, EACH FACE
Ō	TREE	E.W.	EACH WAY
**	EVERGREEN	e.w.	AT
P.	STUMP	<3)	DRAWING NUMBER
, ,		$\sim$	

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

TABLE OF QUALITY LEVEL OF UTILITY INVESTIGATION IN		
ACCOF	RDANCE WITH CI/ASC	E 38-02
UTILITY	OWNER	QUALITY LEVEL
TELEPHONE DUCTS (UNDERGROUND)		С
STREET LIGHT POLES		В
OVERHEAD POWER		В
OVERHEAD ELECTRIC		В
UNDERGROUND POWER		В
FIBER OPTIC		С
EXISTING SANITARY		С
EXISTING WATER MAIN		В
GAS MAIN		С
CABLE TV		С
COMMUNICATIONS		С

ORDOR BUSH, SHRUB OR HEDGE

DATE	REVISIONS	SCALE	AS NOTED			
		DRAWN	DLL		WATER MAIN REPLACEMENT PHASE 1	
		CHECKED	HRV		CITY OF VAN METER	
		APPROVED	HRV	VEENSTRA		
		DATE	XX-XX-XXX		3000 Westown Parkway    West Des Moines, Iowa 50266-1320	
		ISSUED FOR	REVIEW/CONST?	& KIMM INC.	515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)	

Level QL A

QL B

QL C QL D

### GENERAL NOTES

ALL ELEVATIONS ARE TO NAVD 88 DATUM.

2. ALL NORTHING AND EASTING COORDINATES ARE TO NAD 83, IOWA RCS Zone 8. 3. REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS INCIDENTAL TO CONSTRUCTION. 4. SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION. 5. CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED

TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.

6. DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.

7. LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION

OPERATIONS, INCLUDING ACCESS TO WORK, TO CONSTRUCTION LIMITS. 8. SET MANHOLE COVERS, VALVE BOXES AND STRUCTURES FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.

 STATIONING IS ALONG CENTER LINE OF WATER MAIN, UNLESS OTHERWISE NOTED.
 PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION. 11. RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.

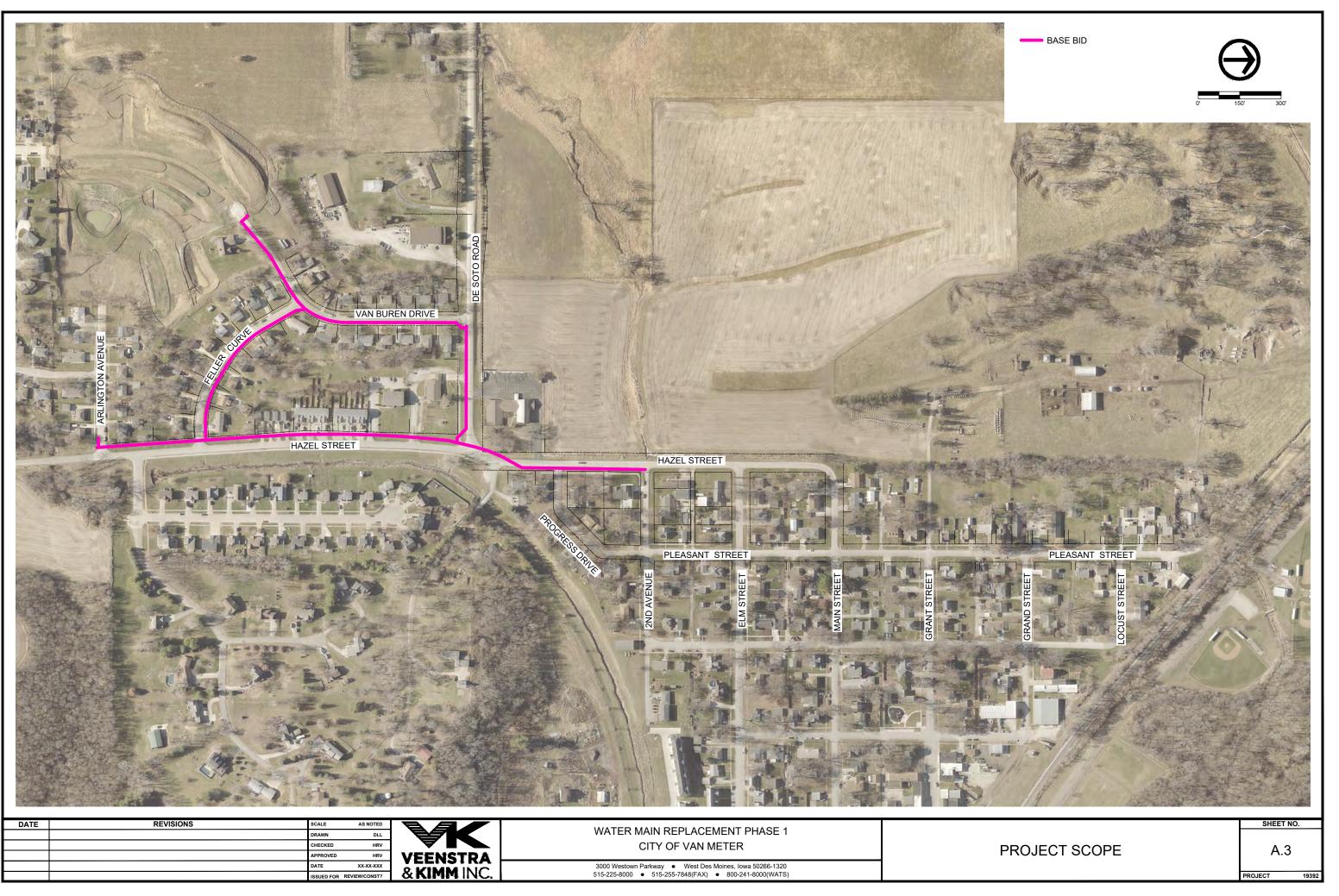
12. PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT

FROM DAMAGE DURING CONSTRUCTION.
 REPLACE WATER SERVICES IN DIRECT CONFLICT WITH NEW PIPE WITH NEW SERVICES FROM MAIN TO CURB STOP. PLUG EXISTING SERVICE AT MAIN; CONSTRUCT STORM SEWER UNDER EXISTING SERVICES WITH ADEQUATE CLEARANCE.

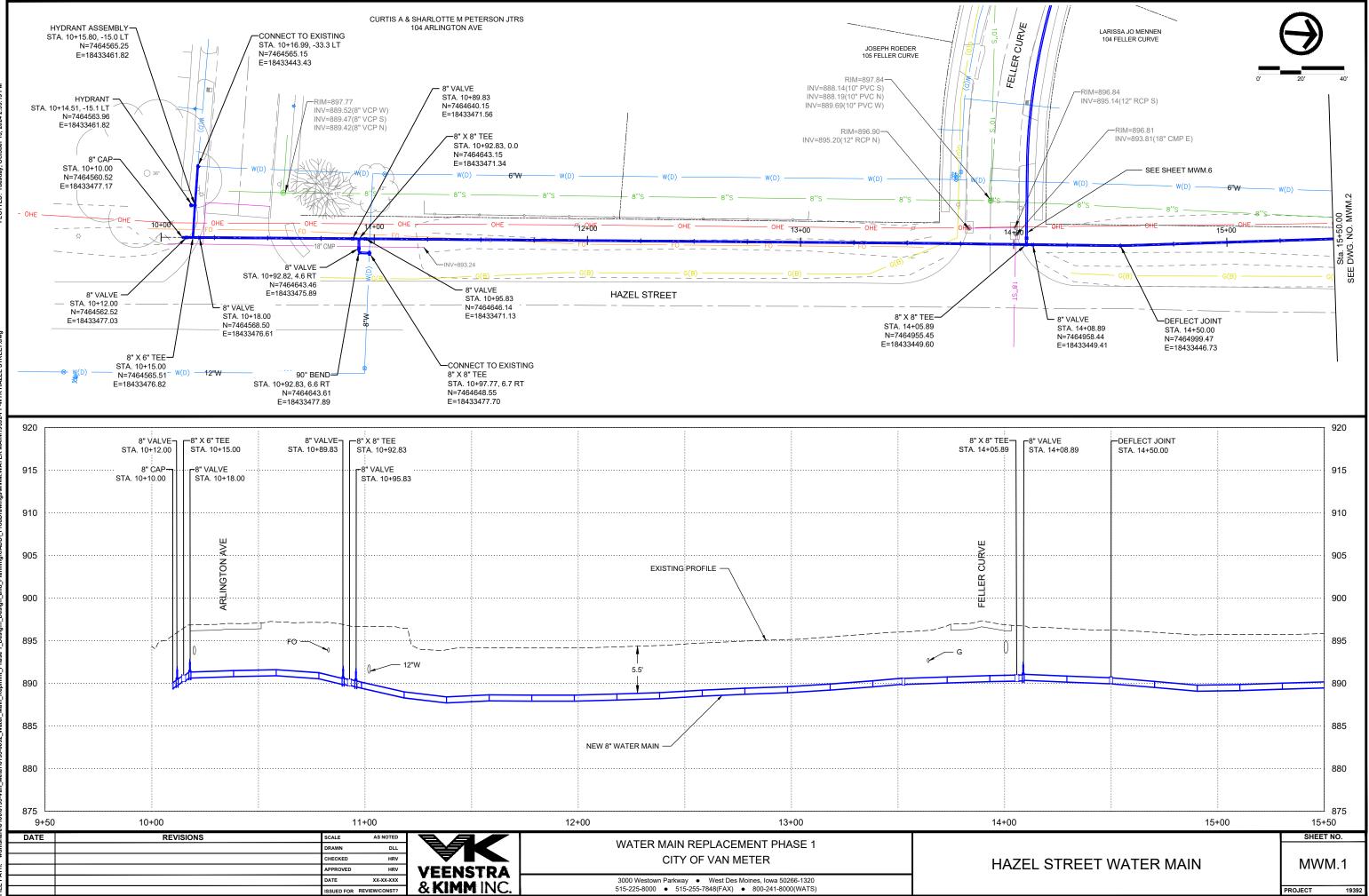
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TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE 🛞 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED. TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.

	Subsurface Utility Quality Levels	
vel	Description	
A	Process of designating and locating using non-destructive vacuum excavation techniques. This is the most accurate level of measurement and yields good 3D positions of subsurface utilities.	
. В	Obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.	
С	Uses on surface features to predict the utility location obtained by surveying and plotting visible above-ground utility features and by using professional judgement in correlating this information to Quality Level D.	
D	Obtained by integrating existing records, atlases, or oral recollections of the locations of existing subsurface utilities. This is the least reliable method of utility location and is often inaccurate and not up to date.	
		SHEET NO.
G	ENERAL NOTES AND LEGEND	A.2

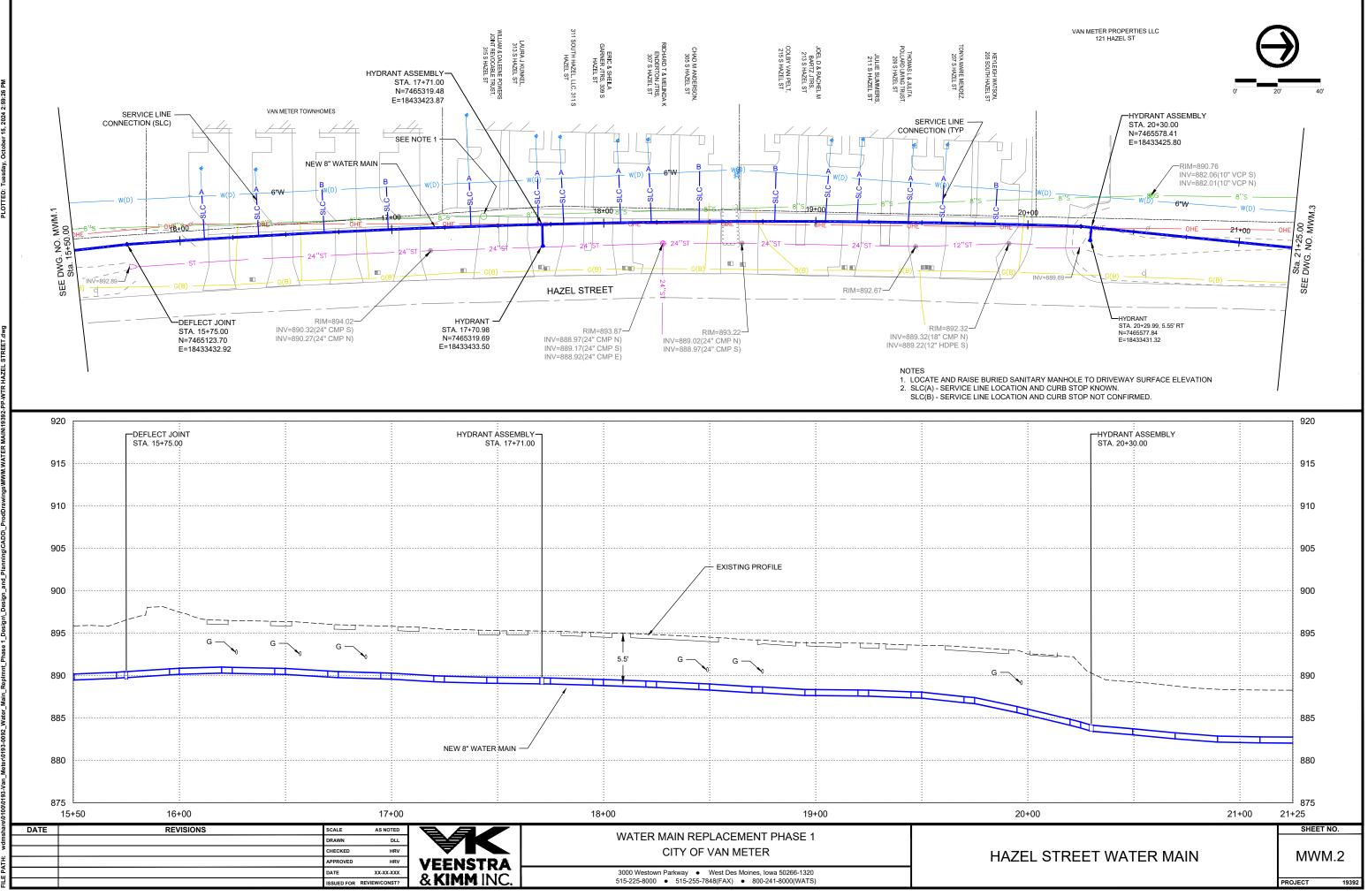


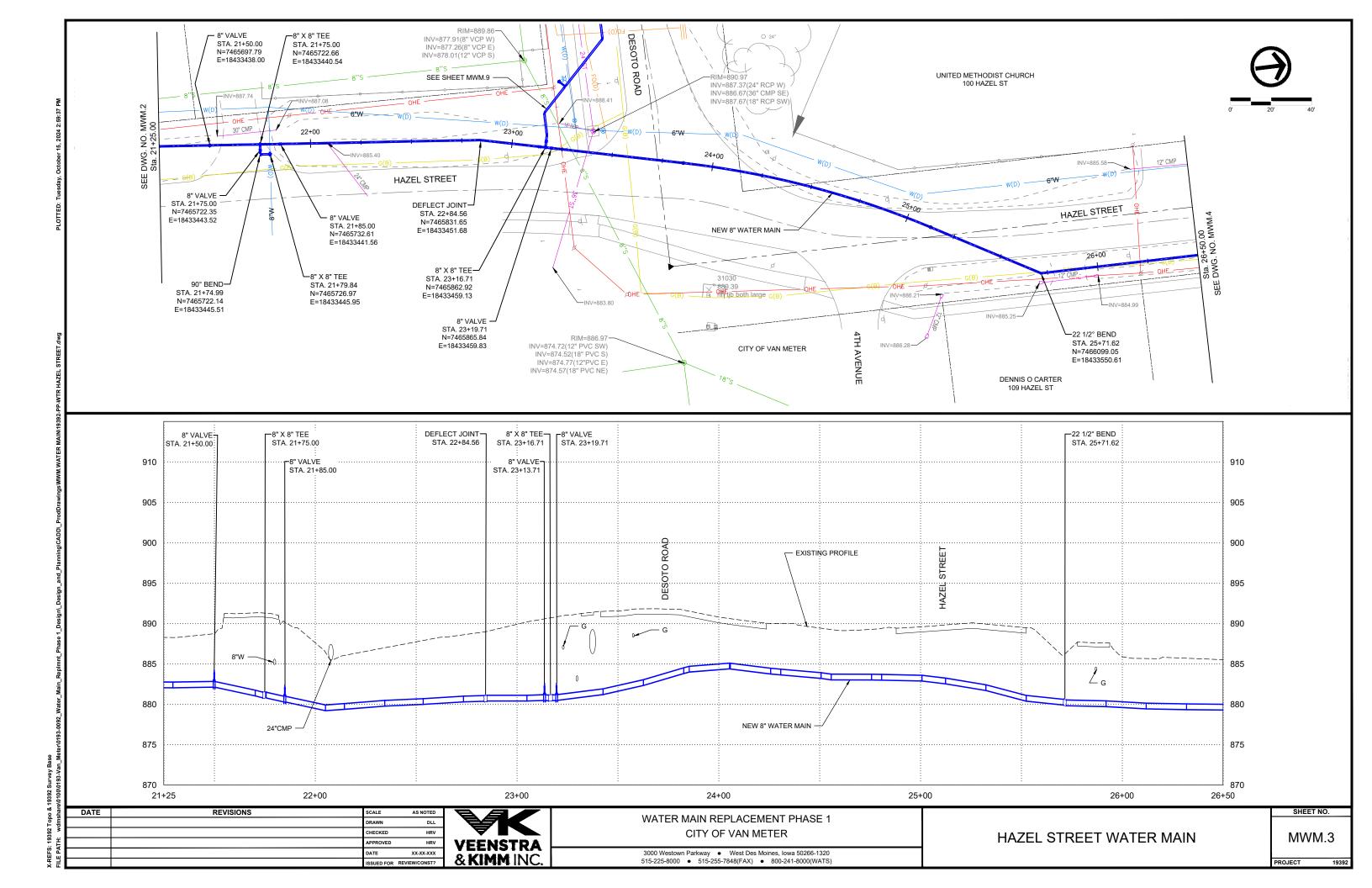
X.REFS: 19392 Topo & 19392 Survey Base & 19392.AERI & 19392.P.WTR TiLE PATH: wdmshare(v1000/193.Van Meher(v1193.0092 Water Main Reolmnt Phase 1 Design\ D

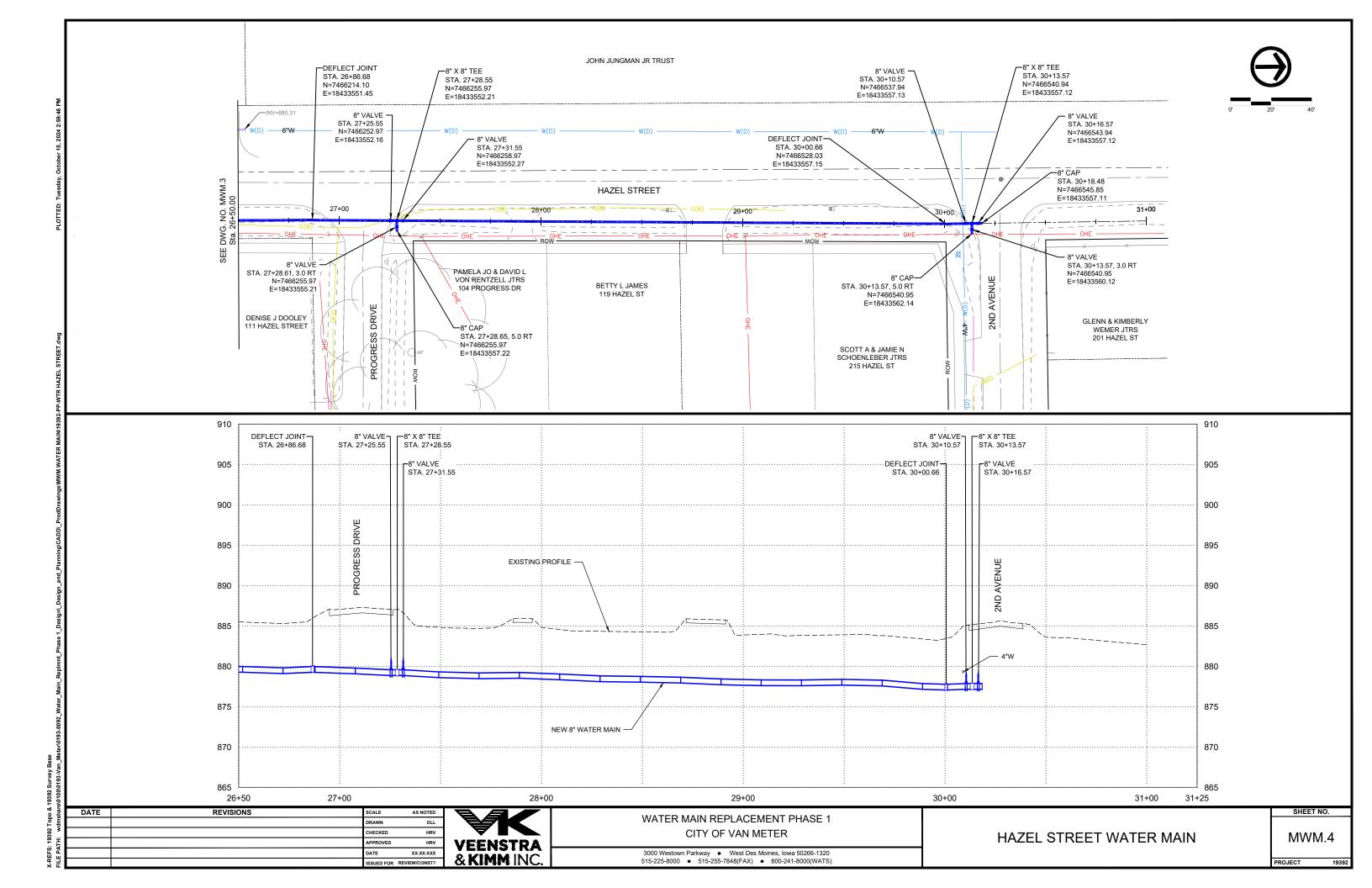


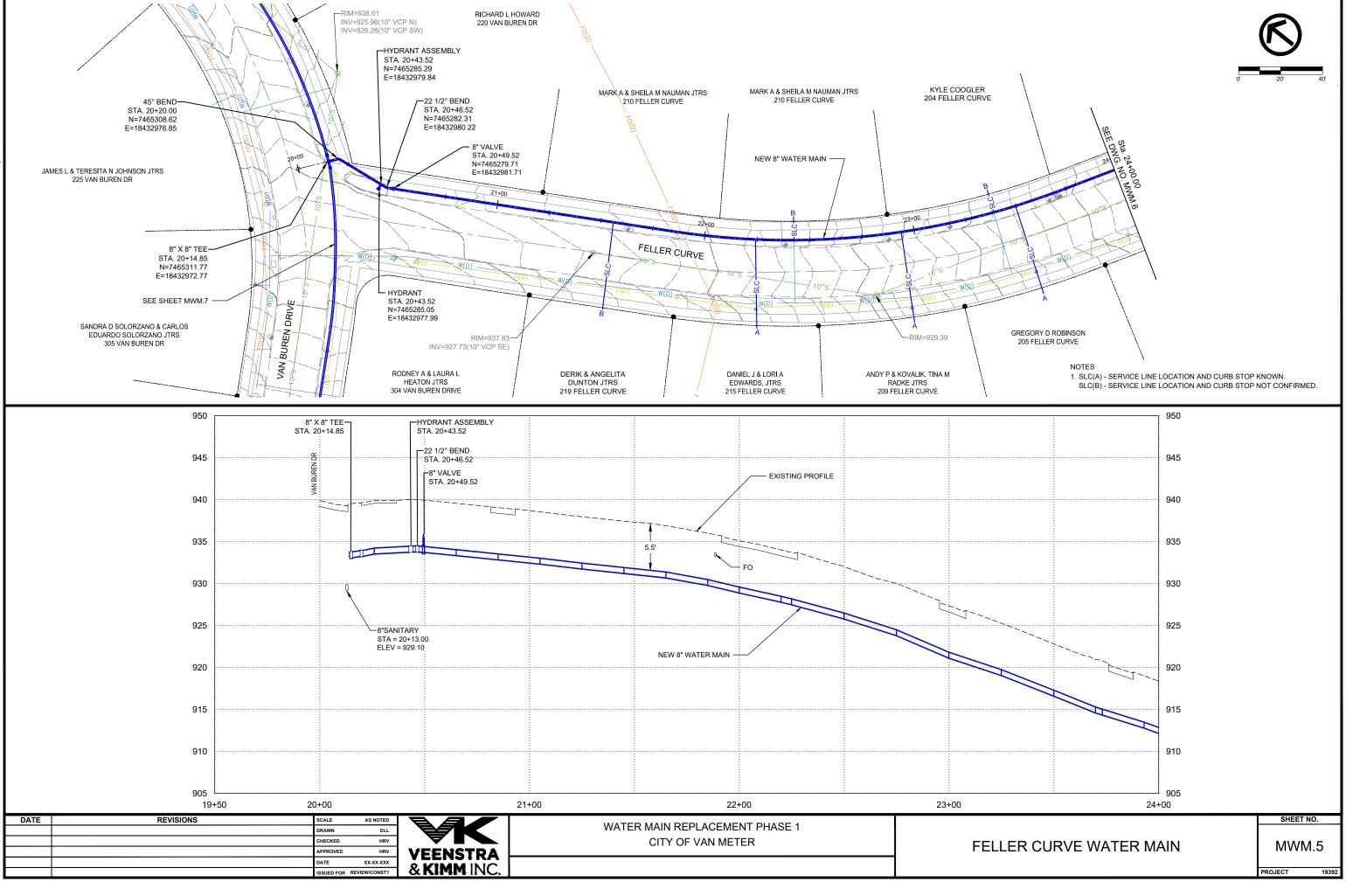
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: 1332 Topo & 1332 Survey Base TH: wdmsharev0100/0133-Van\_Meter10133-0092\_Water\_Main\_Replimint\_Phase 1\_Design\_Design\_and\_Planning)CADD\\_ProdDrawingsWWM.WATER

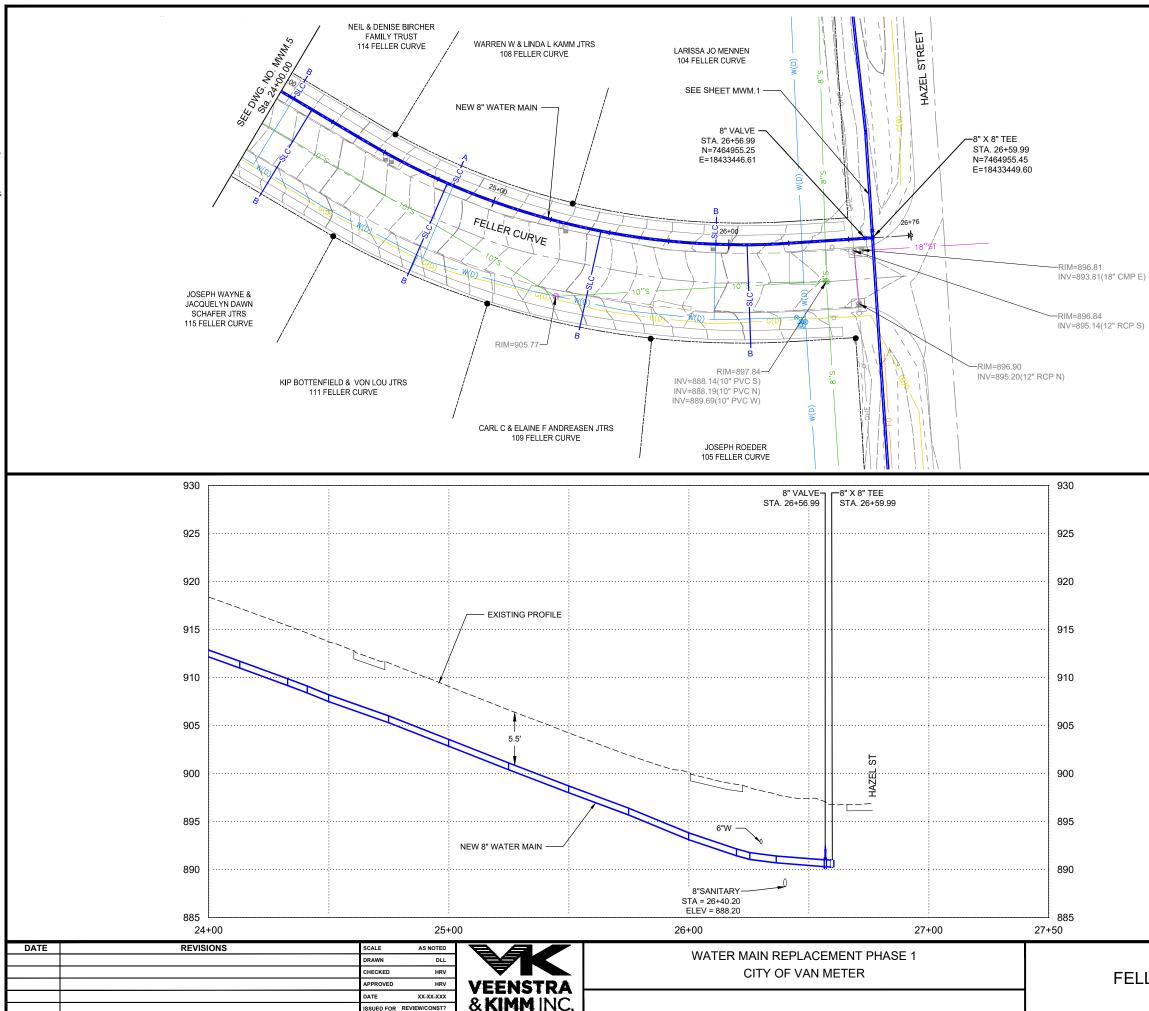




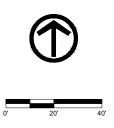




FS: 19392 Topo & 19392 Survey Ba PATH:



Base ۰ð ö



NOTES 1. SLC(A) - SERVICE LINE LOCATION AND CURB STOP KNOWN. SLC(B) - SERVICE LINE LOCATION AND CURB STOP NOT CONFIRMED.

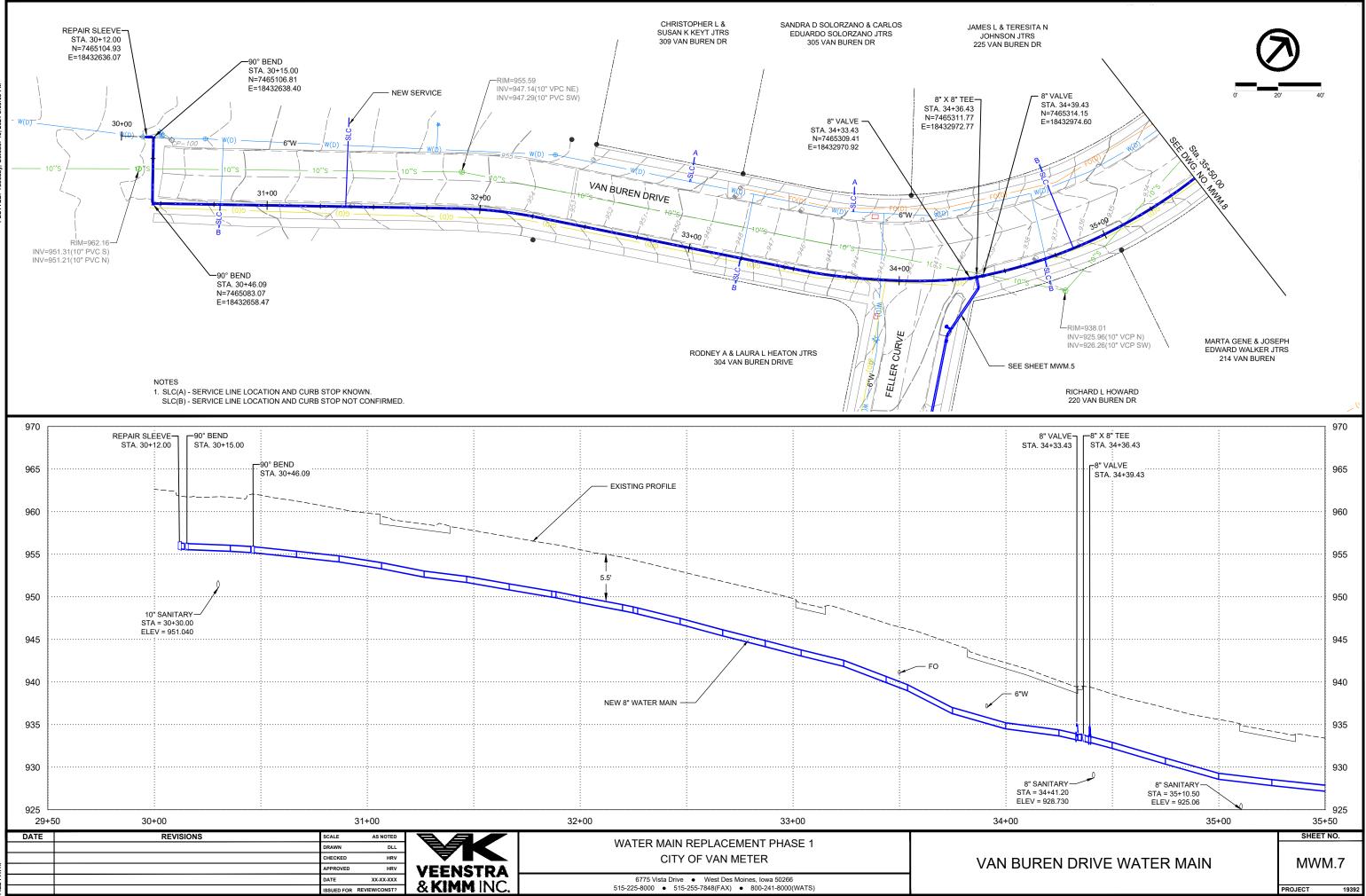
FELLER CURVE WATER MAIN

PROJECT

SHEET NO.

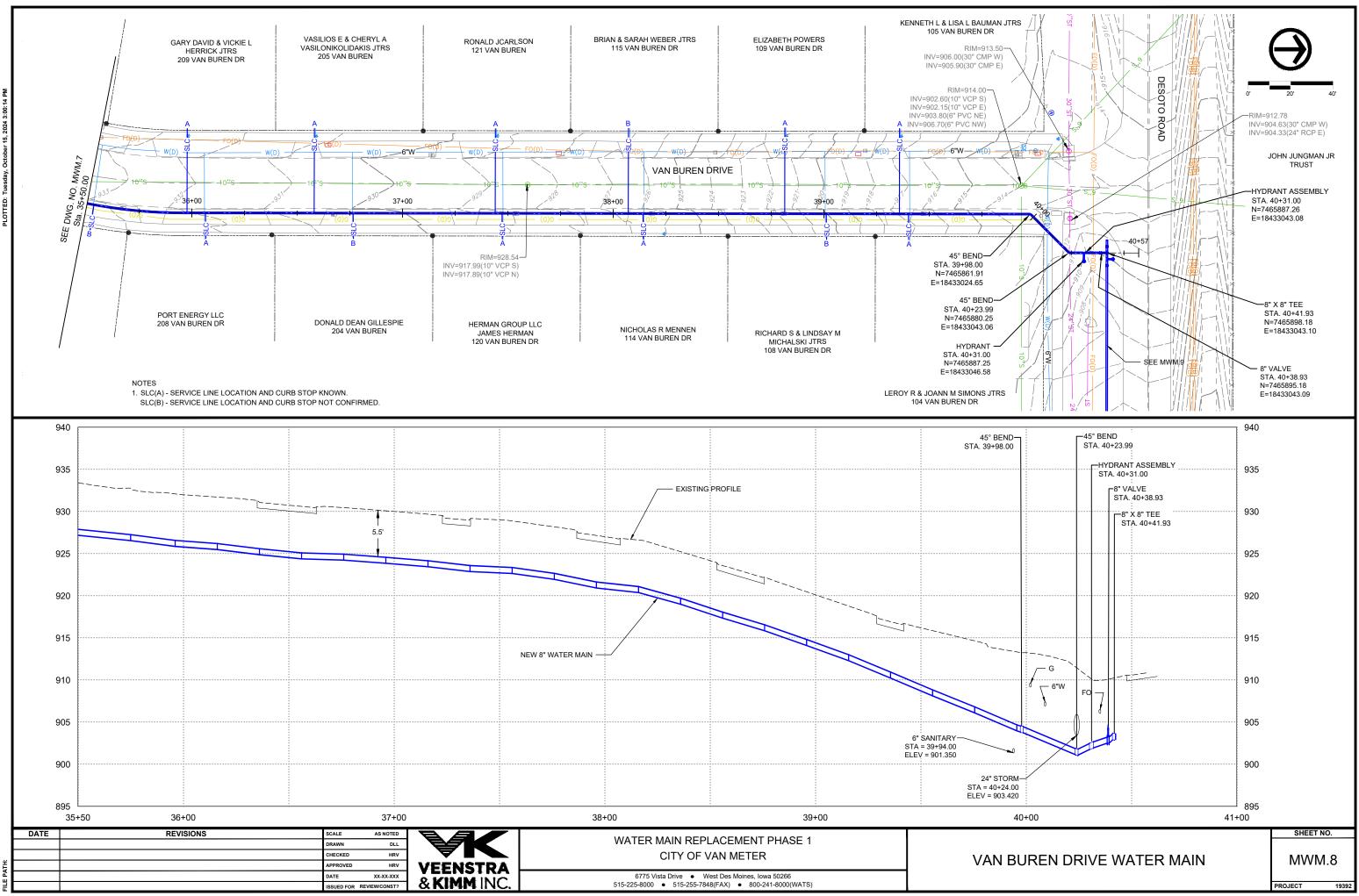
MWM.6

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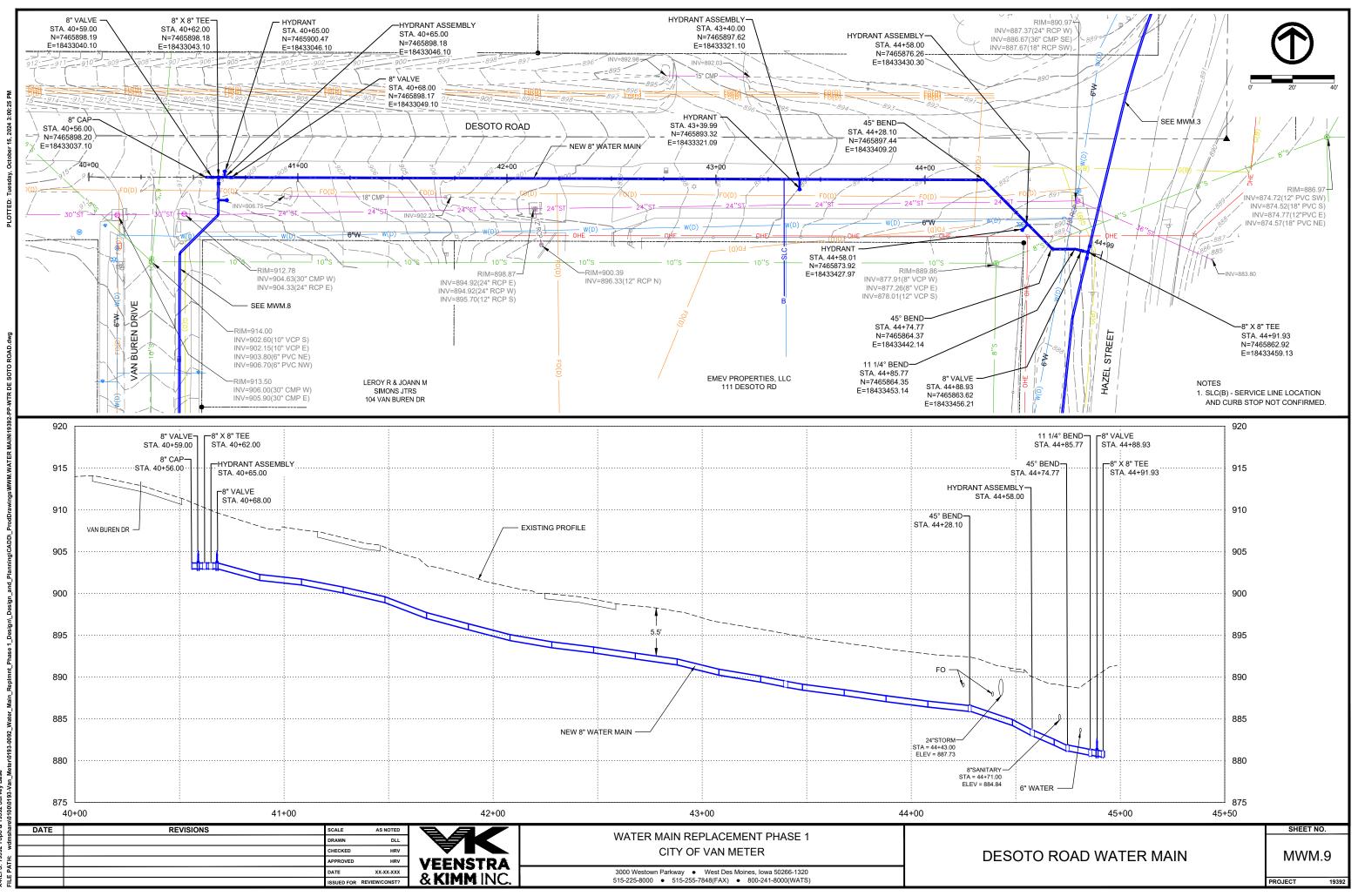


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Sheet Lis	t Table
Sheet Number	Sheet Title
01	COVER
02	NOTES & INFORMATION
03	DETAILS
04	QUANTITIES
05	GEOMETRIC PLAN
06	MONUMENT PRESERVATION SHEET
07	DEMOLITION PLAN
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09	EROSION CONTROL PLAN
10	EROSION CONTROL DETAILS
	GRADING PLAN
12	GRADING PLAN
13	GRADING PLAN - HAZEL STREET
14	PUBLIC UTILITY PLAN & PROFILE
15	PUBLIC UTILITY PLAN & PROFILE
16	PAVING PLAN
17	PAVING JOINTING DETAIL
18	LIGHTING PLAN
19	TEMPORARY TRAFFIC CONTROL PLAN
20	SIGNAGE AND PAVEMENT MARKING PLAN

GENERAL LEGEND

	GENERAL LEGEND
	PROPOSED PLAT BOUNDARY
	SECTION LINE
	LOT LINE
	EASEMENT LINE FLARED END SECTION
	TYPE SW-501 STORM INTAKE
	TYPE SW-502 STORM INTAKE
	TYPE SW-503 STORM INTAKE
	TYPE SW-504 STORM INTAKE
	TYPE SW-505 STORM INTAKE
	TYPE SW-506 STORM INTAKE
	TYPE SW-511 STORM INTAKE
۲	TYPE SW-512 STORM INTAKE
те	TYPE SW-513 STORM INTAKE
67	TYPE SW-401 STORM MANHOLE
та	TYPE SW-402 STORM MANHOLE
т	TYPE SW-403 STORM MANHOLE
T	TYPE SW-403 STORM MANHOLE
9	TYPE SW-30I SANITARY MANHOLE
5	TYPE SW-302 SANITARY MANHOLE
Ø	TYPE SW-304 SANITARY MANHOLE
٠	STORM/SANITARY CLEANOUT
M	WATER VALVE
¥	FIRE HYDRANT ASSEMBLY
	BLOW-OFF HYDRANT
	DETECTABLE WARNING PANEL
<u></u> SAN <mark>12"</mark>	SANITARY SEWER WITH SIZE
SAN	SANITARY SERVICE
ST	STORM SEWER WITH SIZE
ST	STORM SERVICE
<u> </u>	WATER MAIN WITH SIZE
——M——	WATER SERVICE
926	PROPOSED CONTOUR
/×	SILT FENCE
	RIP RAP
(1234)	ADDRESS
•	FOUND CORNER

• SET CORNER 5/8" I.R.

M. MEASURED DISTANCE

W/ORANGE CAP #12265

P. PREVIOUSLY RECORDED DISTANCE

### SANITARY/STORM MANHOLE WATER VALVE FIRE HYDRANT STORM SEWER SINGLE INTAKE

 $\odot$ ¢-× E G (T) $\sim$ B.S.L.

P.U.E.

M.O.E.

 $\times$ 

STORM SEWER DOUBLE INTAKE STORM SEWER ROUND INTAKE FLARED END SECTION

EXISTING LOT LINE

DECIDUOUS TREE

CONIFEROUS TREE

SHRUB

POWER POLE STREET LIGHT GUY ANCHOR ELECTRIC TRANSFORMER GAS METER

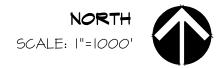
TELEPHONE RISER SIGN

- - - G - UNDERGROUND GAS 926 EXISTING CONTOUR TREELINE BUILDING SETBACK LINE PUBLIC UTILITY EASEMENT MINIMUM OPENING ELEVATION

TREES TO BE REMOVED

### AWINGS FOR PUBLIC IMPROVEMENT ARLINGTON AVENUE VAN METER, IONA





UTILITIES

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

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

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: SADIE HULL PHONE: 918-547-0147

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 FIRE CHIEF MARK SCHMITT: 515-250-3561 DISPATCH PHONE NUMBER: 515-993-4567

FRANCHISE UTILITIES

I. 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.

	SUBMITTAL TABLE
SUBMITTAL DATE	SUBMITTAL NOTES
JULY 24, 2024	INITIAL SUBMITTAL
SEBTEMPER 19, 2024	



PROPERTY OWNER / DEVELOPER / APPLICANT:         CITY OF VAN METER         SIO MILL STREET         VAN METER IA 5026I         CONTACT, DREW MCCOMBS         PH, (515) 946-2644         EMAIL: DMCCOMBS@VANMETERIA.GOV         PMOLECT MANAGER:         PAUL ENGINEERING CONSULTANTS         2400 BOTH STREET, #12         URBANDALE, IONA 50322         PH, 515-276-4804 EXT. 21T         EMAIL: CLAUSENNECCLAC.COM         DEVENDENCEL LAND SURVEYOR:         CIVIL ENGINEERING CONSULTANTS         VAL ENGINEERING CONSULTANTS         URBANDALE, IONA 50322         PH, 515-276-4804 EXT. 21T         EMAIL: CLAUSENNECCLAC.COM         DEVELOPMENTS, INC.         VAL ENGINEERING CONSULTANTS, INC.         PH, 515-276-4804 EXT. 21T         URBANDALE, IONA 50322         PH, 515-276-4804 EXT. 21T         EMAIL: CLAUSENNECCLAC.COM         CIVIL ENGINEERING CONSULTANTS, INC.         PH, 515-276-4804 EXT. 221         URBANDALE, IA 50322         PH, 515-276-4804 EXT. 221         URBANDALE, IA 50322         PH, 515-276-4804 EXT. 221	Civil Engineering Consultants. Inc.	CEC 2400 86th Street . Unit 12 . Urbandale, Iowa	
PHONE: (515) 996-2644 EMAIL: LFAUST@VANMETERIA.GOV LEGAL DESCRIPTION	4	10-14-2019	
LOT A IN VAN BUREN HEIGHTS PLAT NO. 4, OFFICIAL PARCELS RECORDED IN BOOK 4, PAGE 375, CITY OF VAN METER, DALLAS COUNTY, IOWA. SAID PARCELS CONTAIN 0.70 ACRES MORE OR LESS.	oer 19, 202,		
EXISTING ZONING: R-2 TWO-FAMILY RESIDENTIAL DISTRICT PROPOSED ZONING:	: September	'E≺:	
R-2 TWO-FAMILY RESIDENTIAL DISTRICT FLOOD ZONE ZONE 'X' & ZONE 'A'	PUBLISH DATE	DATE OF SURVEY	
CONSTRUCTION SCHEDULE GRADING ACTIVITIES - AUGUST, 2024 UTLITY PLACEMENT - SEPTEMBER, 2024 PAVING - OCTOBER, 2022 PINCH LIST ITEMS - NOVEMBER, 2024			
CERTIFICATION	Ω Ω Ω	VAN METER, IOWA	

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### GENERAL NOTES

- I. ONE WEEK PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONTACT:
  - A. CITY OF VAN METER (515) 996-2644 CIVIL ENGINEERING CONSULTANTS INC. (515) 276-4884
- IOWA ONE CALL 2. 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 LOCATIONS 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.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH 2024 URBAN STANDARD SPECIFICATIONS. 4. 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.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT LOCATIONS OF UTILITY SERVICES. 6. CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED DURING CONSTRUCTION. 7. ALL STATIONING IS BASED ON STREET CENTERLINE MEASUREMENT AND SPECIFICATIONS.

### SANITARY NOTES

CASTING TYPES ARE FROM S.U.D.A.S. SPECS.

6. STORM SEWER SHALL BE OPEN JOINTED.

- 2. 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. ALL MANHOLES TO HAVE I&I BARRIERS.
- 4. 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. THE CONTRACTOR SHALL PLACE A REBAR ROD AT END OF SERVICE FOR FUTURE LOCATES. 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.

### 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
- ELEVATIONS. 4. SERVICES TO BE I-INCH NON-METALIC AND 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.
- 1. 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: STORM SEWERS: FLEXIBLE O-RING-GASKET JOINTS RATED AT 13 PSI OR GREATER SHALL BE UTILIZED a. UNTIL NORMAL DISTANCE FROM SEWER TO WATER MAIN IS 10' MIN. ONE FULL LENGTH OF WATER MAIN SHALL BE LOCATED SO THAT BOTH JOINTS AREA AS FAR AS b.
- 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

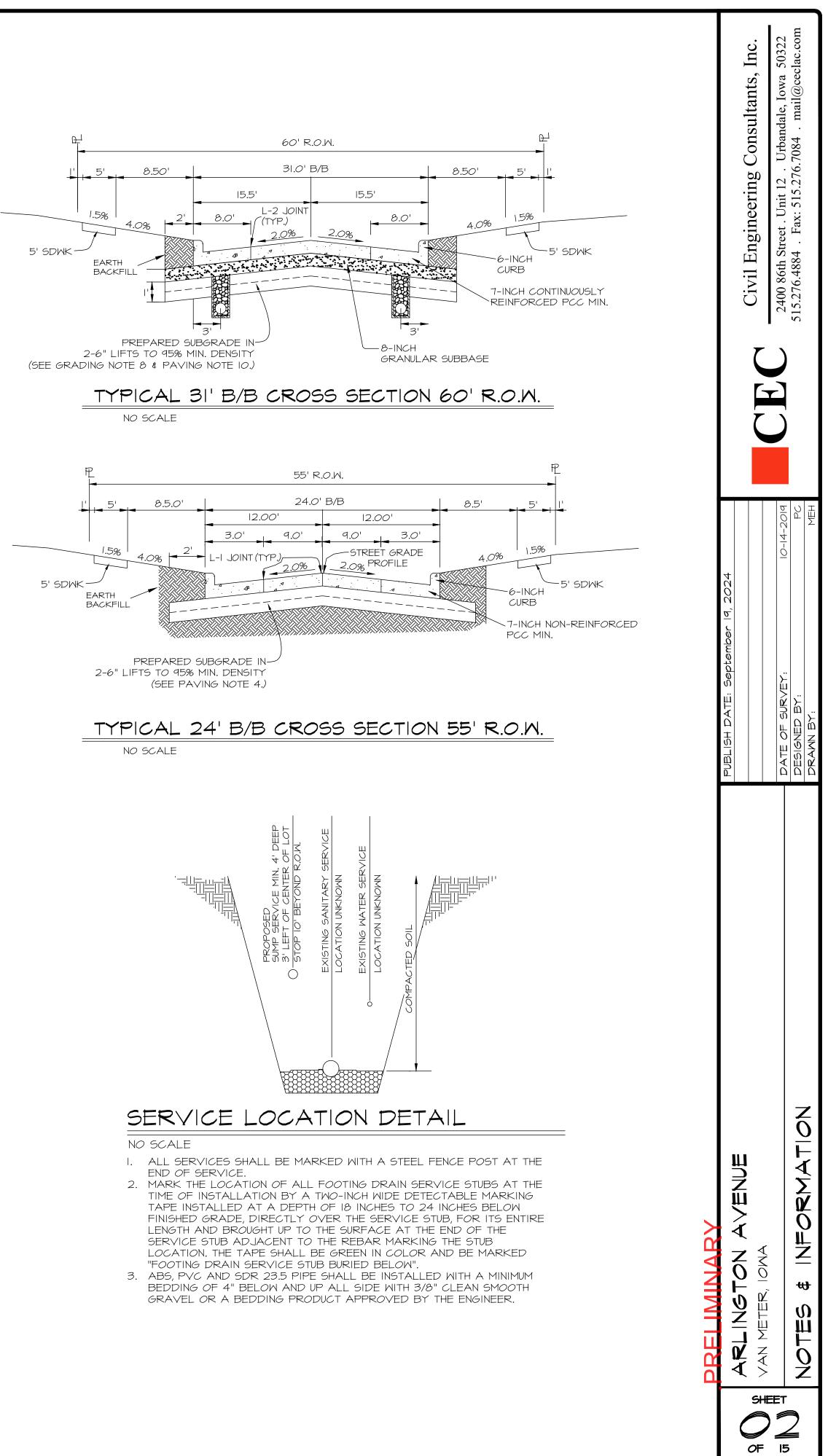
- ALL ELEVATIONS ARE PROPOSED FINISHED GRADE AT CENTERLINE UNLESS OTHERWISE NOTED. 2. ALL STREETS SHALL HAVE 6-INCH CURBS.
- 3. PROVIDE CURB DROPS FOR SIDEWALKS AT INTERSECTIONS.
- 4. CONTRACTOR SHALL FOLLOW PAVEMENT RECOMMENDATIONS OF GEOTECHNICAL REPORT. 5. CITY OF VAN METER SHALL BE NOTIFIED OF ALL SUBGRADE TREATMENTS PRIOR TO USE.

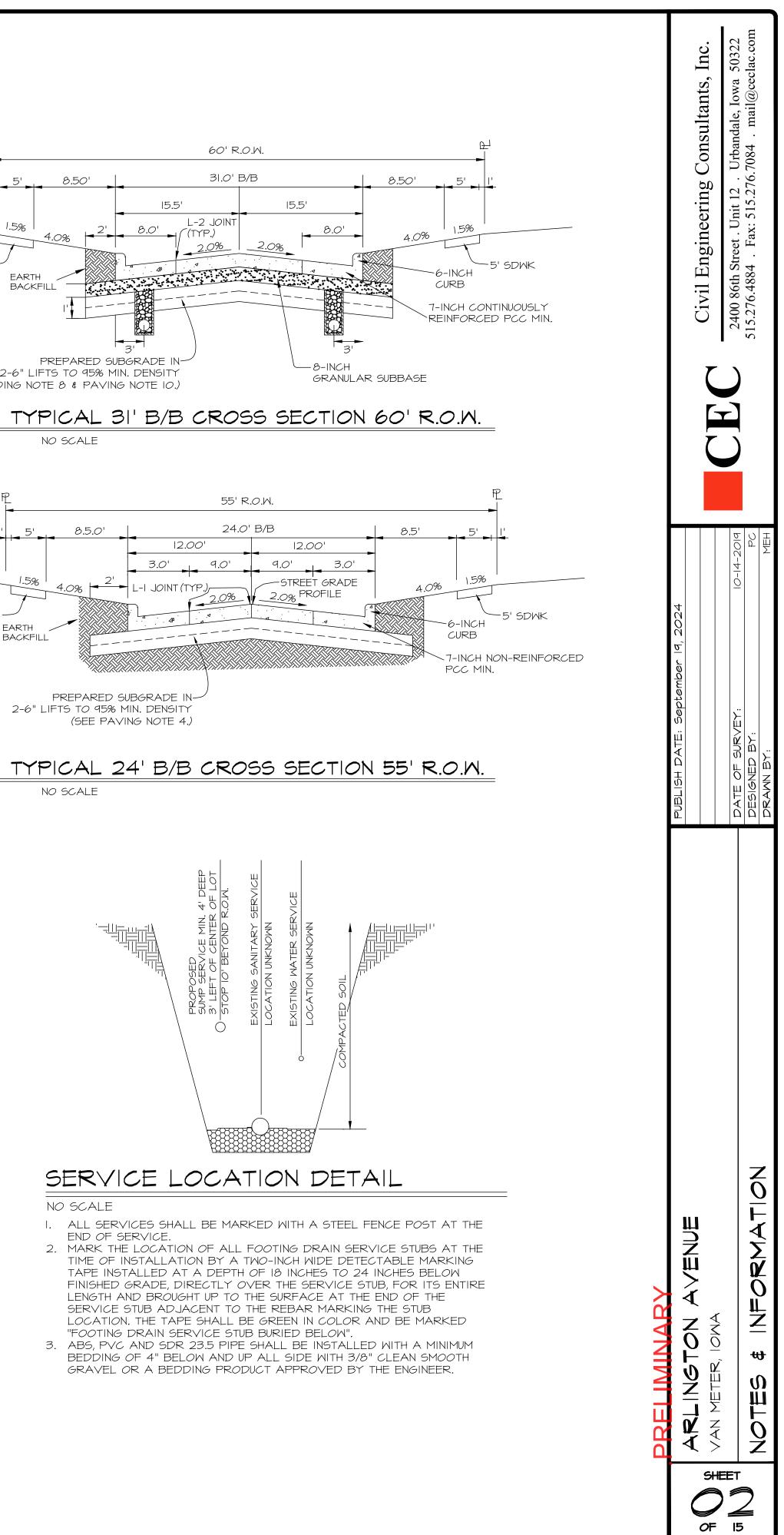
### NPDES/SWPPP

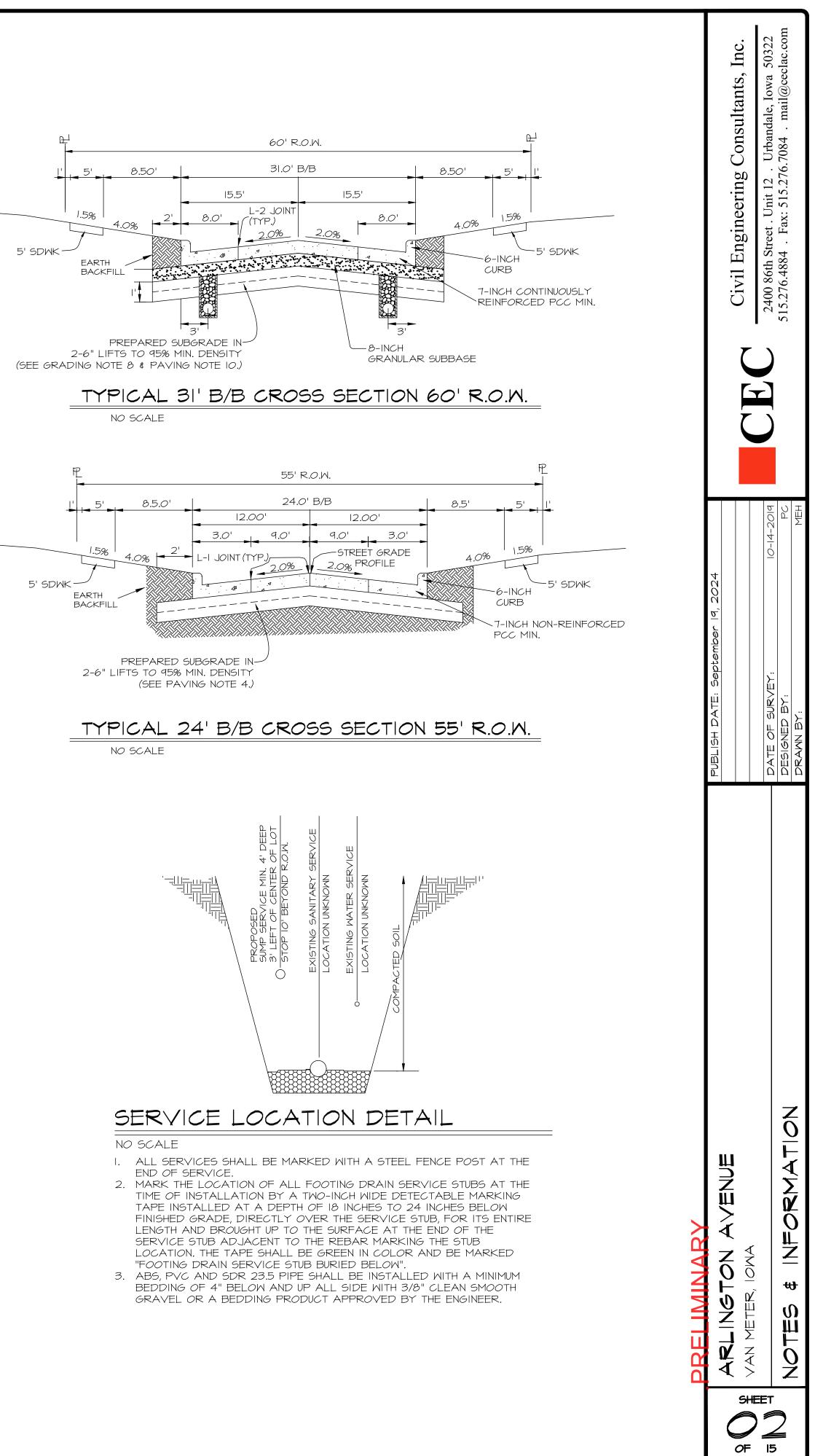
. OWNER AND/OR CONTRACTOR ARE REQUIRED TO OBTAIN NPDES PERMIT AND FOLLOW REQUIREMENTS OF ASSOCIATED STORM WATER POLLUTION PREVENTION PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

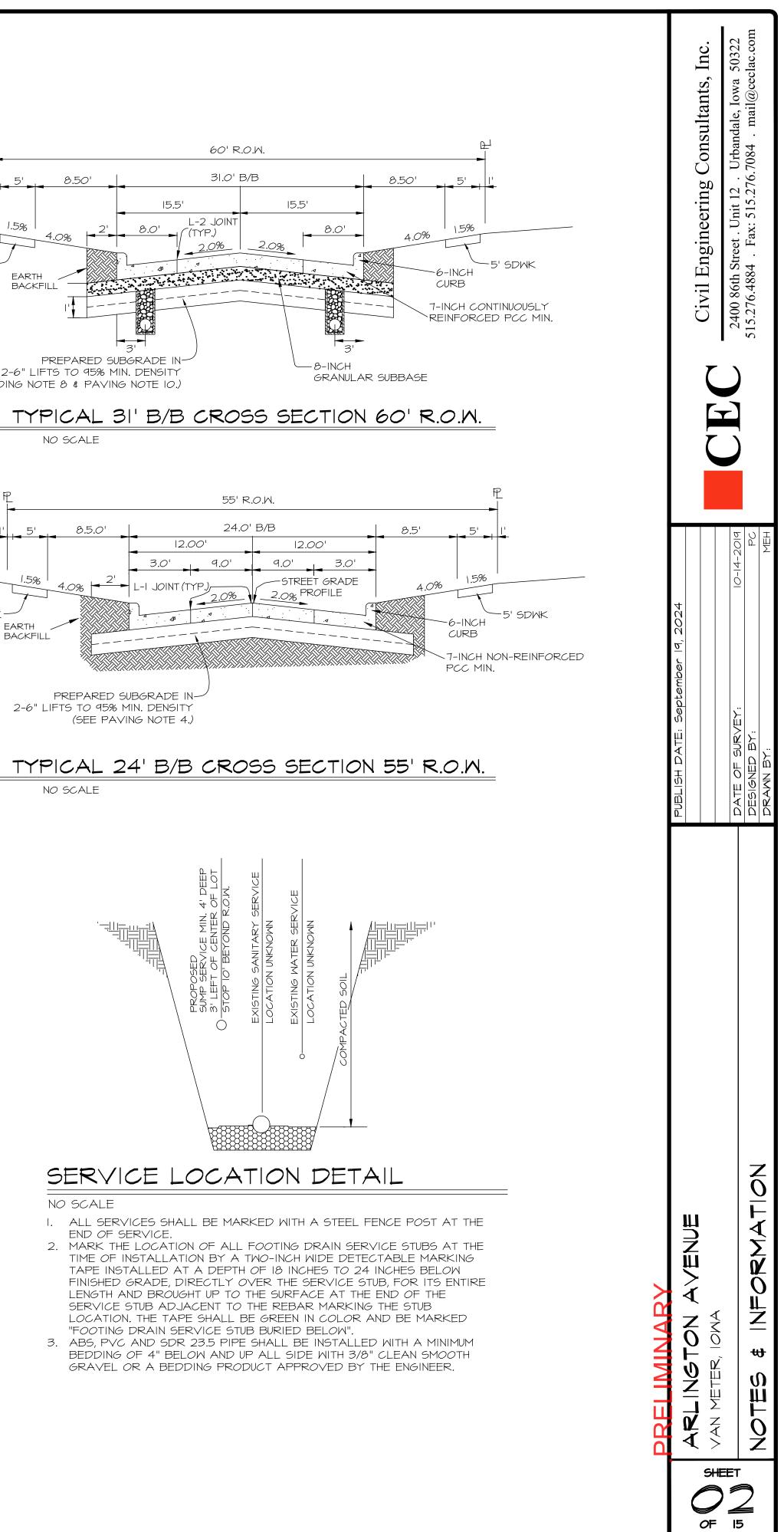
### GRADING NOTES

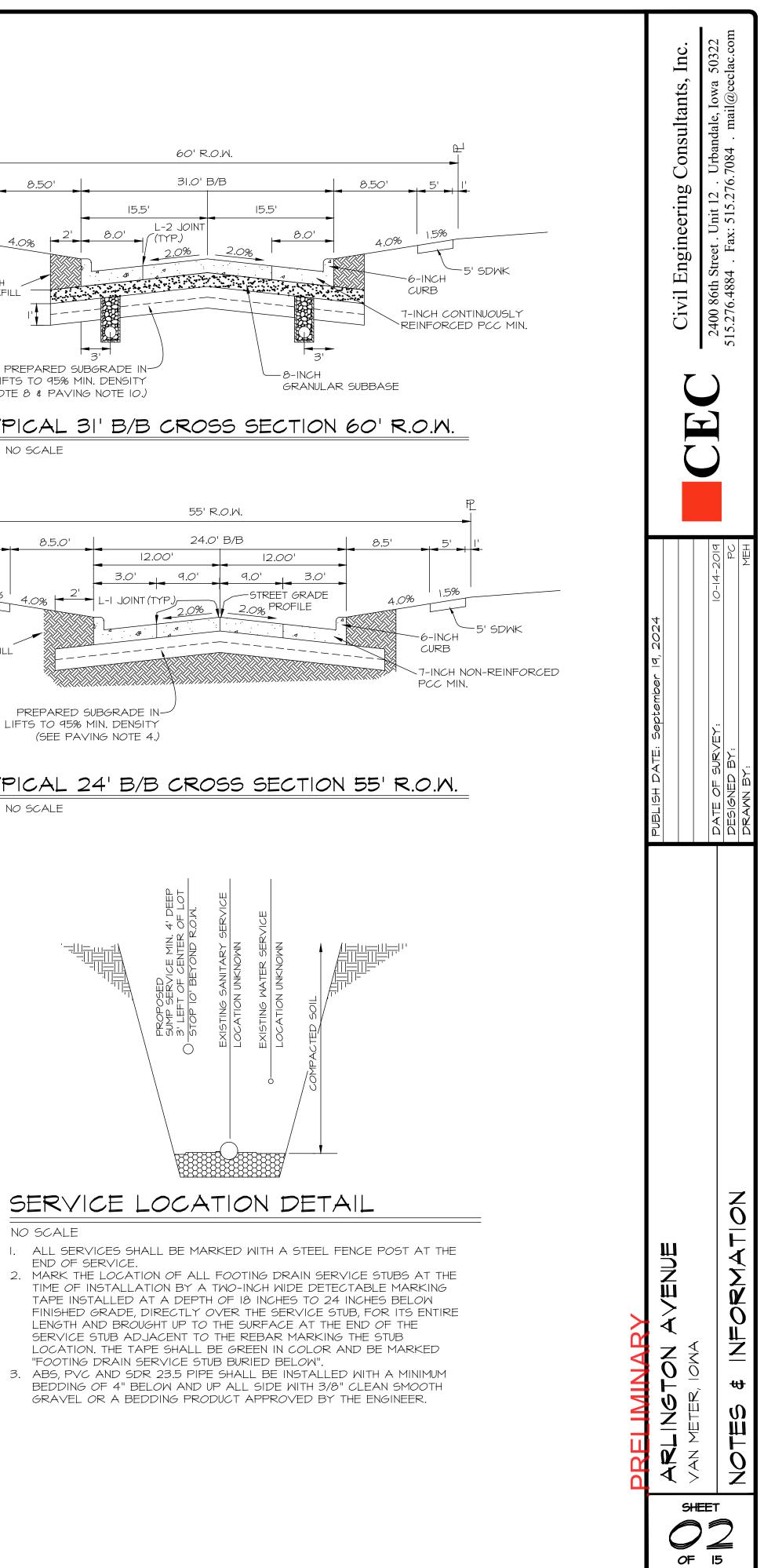
- STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO RECEIVE STRUCTURAL FILL. ALL ADEAS TO DECENTE EL
- PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO DEPTH OF 6-INCHES.
- 4. ALL SITE GRADING FILL SHALL BE COMPACTED TO DENSITY NOT LESS THAN 95% STANDARD PROCTOR. MOISTURE CONTENT OF FILL MATERIAL SHALL MATCH URBAN STANDARD. 5. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- 6. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN O.I' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
- 1. STRIP BLACK DIRT AND RE-SPREAD. (8" MINIMUM)
- 8. ADDITIONAL SILT FENCING MAY BE REQUIRED AFTER CITY FIELD INSPECTION. 9. SPECIAL CARE MUST BE TAKEN IN AREAS OF FILL TO REDUCE THE RISK OF SETTLEMENT AND SAGGING.

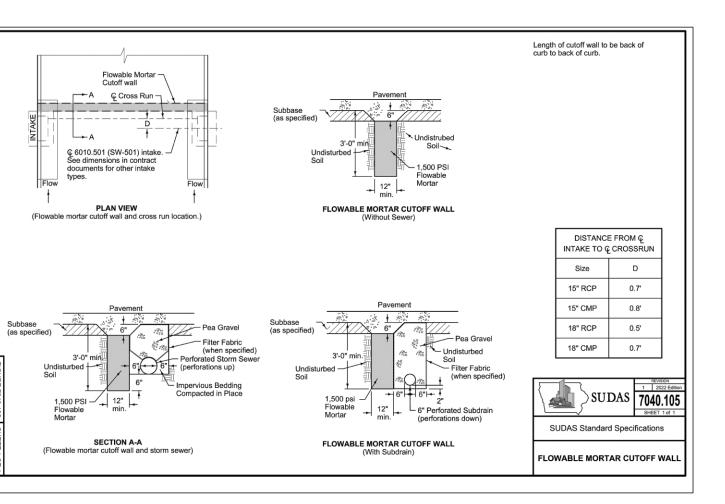




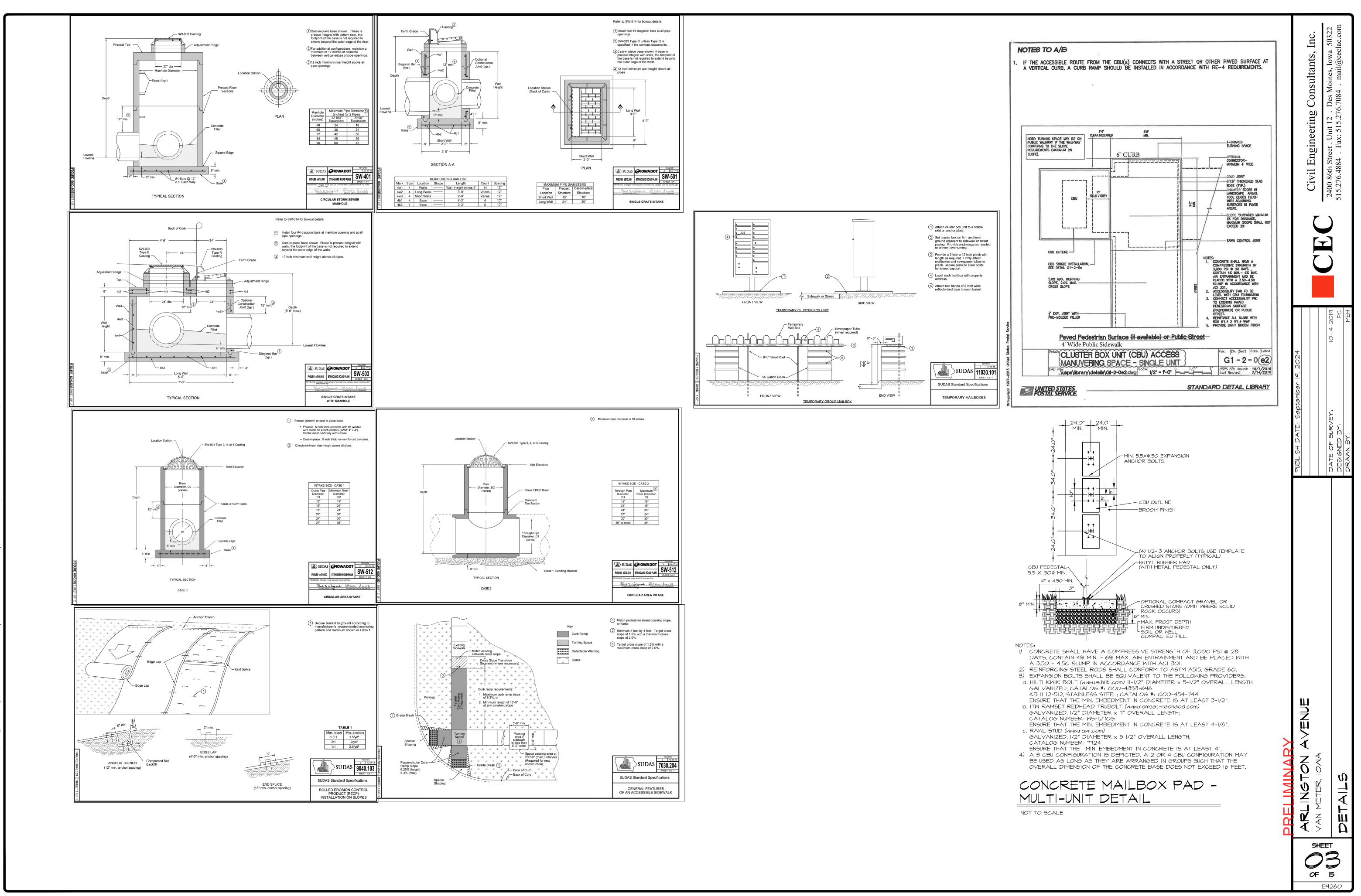








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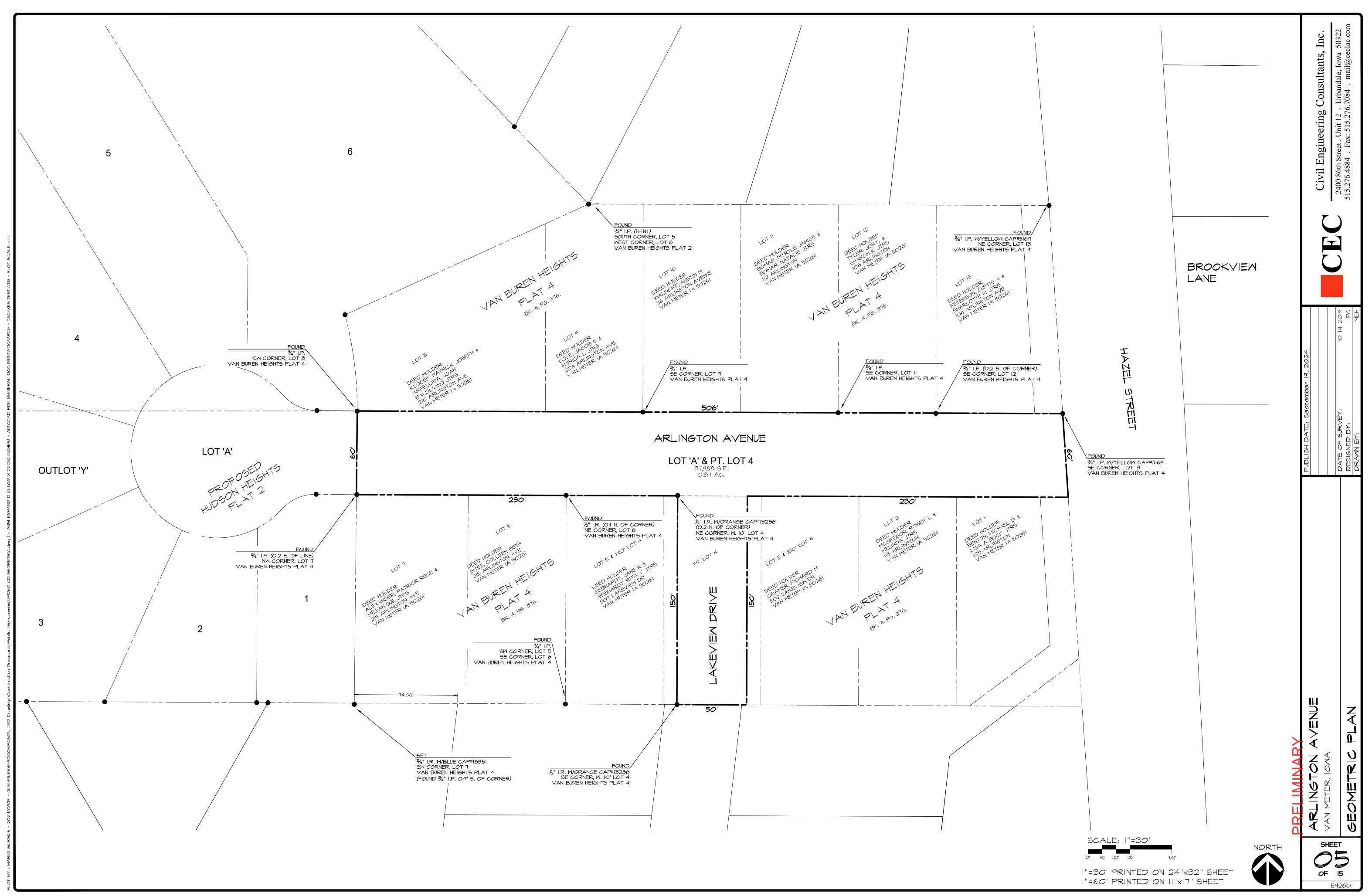
		TED PROJECT QUANTITIES: ARLING	I	
ITEM NUMBER	ITEM CODE	BID ITEM		QUANTITIES ESTIMATED TOTAL
DIVISION 2 - EAI	RTHWORK			
2.1		SUBGRADE PREP	S.Y.	3,281
2.2		TOPSOIL, ON SITE	C.Y.	934
2.3		EXCAVATION, CLASS 10	С.Ү.	4,705
2.4		MODIFIED SUBBASE, 8-INCH CLEARING AND GRUBBING	S.Y.	2,034
2.5	2010-A-1000	CLEARING AND GROBBING	L.S.	1
DIVISION 4 - SEV				
4.1		STORM SEWER, TRENCHED, RCP CLASS III, 15"	L.F	610
4.2		STORM SEWER, TRENCHED, RCP CLASS III, 18"	L.F	139
4.3		STORM SEWER, TRENCHED, RCP CLASS III, 24"	L,F	23
4.4		STORM SEWER, TRENCHED, RCP CLASS III, 36"	L.F	146
4.5 4.6		REMOVAL OF STORM SEWER, RCP CLASS III, 15" REMOVAL OF STORM SEWER, RCP CLASS III, 18"	L.F L.F	50 122
4.6		PIPE APRON, CONCRETE, 24"	EA.	122
4.7		PIPE APRON, CONCRETE, 24 PIPE APRON, CONCRETE, 36"	EA.	1
4.8		SUBDRAIN, PVC, 6"	L.F.	966
4.9		SUBDRAIN CONNECTION TO INTAKE OR STORM SEWER	EA.	4
4.10		STORM SEWER SERVICE STUB, PVC, 4-INCH	L.F.	376
4.11		VIDEO INSPECTION OF STORM SEWER	L.F.	1
<u>5.1</u> 5.2	5010-E	ADJUST WATER SERVICES AS NEEDED FIRE HYDRANT ASSEMBLY	L.S.	1
5.2	5020-C-108		EA.	1
DIVISION 6 - STR		SANITARY AND STORM SEWERS	I	
6.1	6010-A-1048	MANHOLE, STORM SEWER, SW-401, 48-INCH	EA.	1
6.2	6010-A-1060	MANHOLE, STORM SEWER, SW-401, 60-INCH	EA.	2
6.3	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA.	6
6.4		INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA.	1
6.5		SANITARY MANHOLE ADJUSTMENT, MINOR	L.S.	1
6.6	6010-H-2501	REMOVE INTAKE, SINGLE GRATE, SW-501	EA.	2
DIVISION 7 - STR		ATED WORK		
7.1	7010-A-1070	PAVEMENT, PCC, 7-INCH	S.Y.	2,034
7.2	7010-E-1606	CURB AND GUTTER, 6-INCH WIDTH, 6-INCH THICKNESS	L.F.	1,191
7.3	7010-1-1000	PCC PAVEMENT SAMPLES AND TESTING	L.S.	1
7.4	7030-A-1004	REMOVAL OF SIDEWALK, PCC, 4-INCH	S.Y.	287
7.5	7030-A-1006	REMOVAL OF DRIVEWAY, PCC, 6-INCH	S.Y.	230
7.6	7030-E-1004	SIDEWALK, PCC, 4-INCH	S.Y.	487
7.7	7030-H-1006	DRIVEWAY, PAVED, PCC, 6-INCH	S.Y.	441
7.8	7040-H-1070	PAVEMENT REMOVAL, PCC, 7-INCH	S.Y.	2,034
7.9	7040-1-1000	CURB AND GUTTER REMOVAL	L.F.	954
DIVISION 8 - TRA				
8.1		PAINTED PAVEMENT MARKINGS, DURABLE	STA.	0+24
8.2		TEMPORARY TRAFFIC CONTROL	L.S.	1
8.3		TRAFFIC SIGNS, STOP SIGN, 30" X 30"	EA.	2
8.4		TRAFFIC SIGNS, NO PARKING SIGN, 12" X 18"	EA.	3
DIVISION 9 - ERO	DSION AND SEI		I	
9.1	0010 P 1100	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING		0 27
9.1	9010-B-1100 9010-D-1000	TYPE 1 (PERM. LAWN MIXTURE)	AC. L.S.	0.37
7.2	2010-0-1000	STORMWATER POLLUTION PREVENTION PLAN	L.J.	1
9.3	9040-A-1000	(SWPPP), PREPARATION	L.S.	1
ر.ر		STORMWATER POLLUTION PREVENTION PLAN		<b>⊥</b>
9.4	9040-A-2000	(SWPPP), MANAGEMENT	L.S.	1
9.5	9040-D-1008	FILTER SOCKS, 8-INCH, INSTALLATION	L.F.	1,237
9.6		FILTER SOCKS, 8-INCH, REMOVAL	L.F.	1,237
9.7		SILT FENCE, INSTALLATION	L.F.	288
9.8		SILT FENCE, REMOVAL	L.F.	288
9.9		INLET PROTECTION	EA.	8
9.10		RIP RAP, CLASS E	TON	14
DIVISION 10 - DE				
10.1	10010-A-1000	DEMOLITION WORK	L.S.	1
DIVISION 11 - M		5		
11.1		CONSTRUCTION SURVEY	L.S.	1
11.2	11020-A-1000	MOBILIZATION	L.S.	1
11.3	11030-A-1000	MAINTENANCE OF POSTAL SERVICE	L.S.	1
		CONCRETE WASHOUT		1

_				ESTIMATE R	<u> </u>
	ESTIMATE	REFERENCE INFORMATION: ARLINGTON AVENUE	ITEM NUMBER	ITEM CODE	
ITEM NUMBER	ITEM CODE	DESCRIPTION		REETS AND RELATE	D
DIVISION 2 - EA	RTHWORK		7.1	7010-A-1070	<u>Р</u> Ј(
2.1	2010-G-1000	SUBGRADE PREPARATION, 12 INCH			S
		PROVIDE UNIFORM COMPOSITION OF AT LEAST 12-IN BELOW TOP OF SUBGRADE UNDER			7
		NEW PAVING PLUS 2-FT ON EACH SIDE OF PAVEMENT. THE CITY WILL PROVIDE DENSITY TESTING. CONTRACTOR TO PROVIDE LOADED TRUCK FOR PROOF ROLLING. CONSTRUCT IN			B
		TWO 6-IN LIFTS.			II
2.2	2010-D-1000	TOPSOIL, ON SITE			B
LiL		ITEM SHALL BE PAID FOR PER CY FOR THE GIVEN PLAN QUANTITY OF TOPSOIL PLACED AT	7.2	7010 5 1000	P
		THE CONTRACT UNIT PRICE. PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR	7.2	7010-E-1606 7010-I-1000	P
		THE STRIPPING AND STOCKPILING OF THE TOPSOIL VOLUME REQUIRED, PLACEMENT OF	7.5	7010-1-1000	C
		TOPSOIL, BACKFILLING BEHIND CURB, AND ALL REQUIRED FINE GRADING. PAYMENT FOR	7.4	7030-A-1004	R
		NET EXCESS WILL BE PAID FOR AS EXCAVATION, CLASS 10, ON SITE.	7.5		R
2.3	2010-E-1000	EXCAVATION, CLASS 10	7.6	7030-E-1004	s
		BIDDERS SHALL DETERMINE QUANTITIES AND SATISFY THEMSELVES FOR ALL CONDITIONS			17
		OF EARTHWORK REQUIREMENTS IN THE SUBMITTAL OF A BID. COMPACTED FILL			С
		QUANTITIES INCLUDE AN ASSUMED 30% SHRINK FACTOR.			т
2.4	2010-1-1008	MODIFIED SUBBASE, CLASS D			Ρ
		FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE.	7.7	7030-H-1006	D
2.5	2010-A-1000	CLEARING AND GRUBBING	7.8	7040-H-1070	Ρ
		BURNING WILL NOT BE ALLOWED. WOOD CHIPS SHALL BE HAULED OFF SITE. INCIDENTAL			Ρ
		TO THIS ITEM IS ALL NECESSARY FENCE/ROCK/DEBRIS/ABANDONED UTILITIES			Ρ
		ENCOUNTERED DURING CONSTRUCTION AND AS DIRECTED BY THE ENGINEER.			D
			7.9	7040-1-1000	C
DIVISION 4 - SEV	WERS AND DRAIN				
4.1	4020-A-1015	STORM SEWER, TRENCHED, RCP CLASS III, 15"		AFFIC CONTROL	Τ
4.2	4020-A-1018	STORM SEWER, TRENCHED, RCP CLASS III, 18"	8.1		P
4.3	4020-A-1024	STORM SEWER, TRENCHED, RCP CLASS III, 24"	8.2	8030-A-1000	T
4.4	4020-A-1036	STORM SEWER, TRENCHED, RCP CLASS III, 36"			
4.5	4020-D-1015 4020-D-1018	REMOVE STORM SEWER, RCP CLASS III, 15" REMOVE STORM SEWER, RCP CLASS III, 18"			K
4.0	4020-0-1018			8040-A-3030	Ę
		REMOVAL AND DISPOSAL (NO CAPPING) OF PIPE; AND FURNISHING, PLACING, AND COMPACTING BACKFILL MATERIAL.	8.3	8040-A-3030 8040-A-1218	ť
			0.4	8040-A-1218	1
4.7	4030-B-1324	PIPE APRON, CONCRETE, 24"	DIVISION 9 - FR	OSION AND SEDIM	ΛF
4.8	4030-B-1336	PIPE APRON, CONCRETE, 36" BID ITEM INCLUDES INSTALLATION AND SUPPLY OF APRON FOOTING, PIPE CONNECTORS	9.1	9010-B-1100	ĪP
		AND GALVANIZED STEEL APRON GURADS. LAST THREEE (3) PIPE JOINTS PRIOR TO THE END	5.1		T
		OF APRON SHALL BE TIED.			s
4.9	4040-A-1006	SUBDRAIN, PVC, 6"			E
4.10	4040-D-1010	SUBDRAIN CONNECT TO INTAKE OR STORM SEWER			R
4.11	4040-E-1004	STORM SEWER SERVICE STUB, PVC, 4-INCH	9.2	9010-D-1000	V
		STORM SEWER SERVICE STUB IS TO EXTEND 5 FEET PAST THE RIGHT-OF-WAY. CONTRACTOR			V
		SHALL DOCUMENT THE LOCATION OF THE END OF EACH SERVICE. THE CONTRACTOR SHALL			V
		PLACE A REBAR ROD AT THE END OF EACH SERVICE FOR FUTURE LOCATES.			A
4.12	4060-B-1000	VIDEO INSPECTION OF STORM SEWER			Ν
		TRENCH EXCAVATION, DEWATERING, FURNISH BEDDING MATERIAL, PLACING BEDDING,	9.3	9040-A-1000	S
		AND BACKFILL MATERIAL, ALL FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, GASKETED	9.4	9040-A-2000	S
		JOINTS, TESTING AND INSPECTION.			T
	1				
DIVISION 5 - W	ATER MAIN AND	APPURENANCES			
5.1	5010-E	ADJUST EXISTING WATER SERVICES AS NEEDED			
5.2	5020-C-108	FIRE HYDRANT ASSEMBLY COMPLETE			
		A. INCIDENTAL TO THIS ITEM ARE THE ANCHORING FITTINGS, INCLUDING THE TEE. REFER			R
		TO PLANS FOR LOCATIONS			P
		B. ICONTRACTOR TO ORDER HYDRANTS TO THE PROPERHEIGHT TO NOT REQUIRE HYDRANT			В
		EXTENSIONS. REFER TO PLANS FOR ELEVATIONS.	9.5	9040-D-1008	F
	ſ	ANITARY AND STORM SEWERS	9.6	9040-D-2008	F
6.1	6010-A-1048	MANHOLE, STORM SEWER, SW-401, 48-INCH			Т
6.2	6010-A-1060	MANHOLE, STORM SEWER, SW-401, 60-INCH			Т
6.3	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	9.7	9040-N-1000	S
6.4	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	9.8	9040-N-3000	S
		PRE-CAST STRUCTURES WILL BE ALLOWED. ANY FIELD MODIFICATIONS TO PRE-CAST			Т
		STRUCTURES ARE INCIDENTAL. STEEL PLATES AND OTHER MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO INSTALL STRUCTURES. DEWATERING REQUIRED FOR THE			ľ
		COMPLETION OF THESE ITEMS SHALL BE CONSIDERED INCIDENTAL.	9.9	9040-T-1000	1
6.5	6010-E-1000	SANITARY MANHOLE ADJUSTMENT, MINOR			
0.0	0010-5-1000	ADJUST SANITARY MANHOLE ADJUSTMENT, MINOR ADJUST SANITARY SEWER MANHOLE RIM ELEVATIONS TO PROPOSED GRADE AS NEEDED.			
~ ~	C010 11 2501				
6.6	6010-H-2501	REMOVE INTAKE, SINGLE GRATE, SW-501	9.10	9040-J-03020	P R
		REMOVAL OF CASTING, CONCRETE, AND REINFORCEMENT; PLUGGING PIPES; FILLING	9.10	9040-R-1000	T
		REMAINING STRUCTURE WITH FLOWABLE MORTAR; AND PLACING COMPACTED FILL OVER STRUCTURE TO FINISHED GRADE.	5.11	12010 11 2000	1
			DIVISION 10 - D		
			10.1		D
DIVISION 7 - STI	REETS AND RELAT		10.1	1 1000	Ę

### ESTIMATE R

7.2	7010 5 1000
7.2	7010-E-1606 7010-I-1000
7.5	7010-1-1000
7.4	7030-A-1004
7.5	7030-A-1006
7.6	7030-E-1004
7.7	7030-H-1006
7.8	7040-H-1070
7.0	70.40 1 4000
7.9	7040-1-1000
	AFFIC CONTROL
8.1	8020-C-1000
8.2	8030-A-1000
8.3	8040-A-3030
8.4	8040-A-1218
	DSION AND SEDIN
9.1	9010-B-1100
0.7	9010 D 1000
9.2	9010-D-1000
9.3	9040-A-1000
9.4	9040-A-2000
0.5	9040-D-1008
9.5 9.6	9040-D-1008 9040-D-2008
5.0	3040 D 2000
9.7	9040-N-1000
9.8	9040-N-3000
9.9	9040-T-1000
9.10	9040-J-03020
9.11	9040-R-1000
VISION 10 - DE	MOLITION
10.1	10010-A-1000
VISION 11 - M	ISCELLANEOUS
11.1	11010-A-1000
11.2	11020-A-1000
14.0	11000 1 1005
11.3	11030-A-1000
11.4	11050 4 1000
11.4	11050-A-1000

R	REFERENCE INFORMATION: ARLINGTON AVENUE		<u>ن</u>		com	
	DESCRIPTION		Inc		50322 clac.coi	
TE	D WORK		nts.		lowa il@ceo	
	PAVEMENT, PCC, 7-INCH JOINTS SHALL BE REINFORCED AS DETAILED ON PLANS. CONFORM TO PAVEMENT SMOOTHNESS REQUIREMENTS FOR MINOR COLLECTORS IN ACCORDANCE WITH SECTION 7010, PARAGRAPH 3.08-C-2 OF THE URBAN STANDARD SPECIFICATIONS. DO NOT USE		Consultants.	+ - -	indale,	•
	BACKER ROD IN THE PAVEMENT JOINTS. KEYWAY JOINTS WILL NOT BE ALLOWED. INCIDENTAL TO THIS ITEM IS PROVIDING TEMPORARY WASHOUT THAT MEETS EPA AND BMP MEASURES. SAW CUT EXISTING PAVEMENT TO CREATE CLEAN EDGE PRIOR TO PAVING.		Engineering C		12 . .276.'	
-	CURB AND GUTTER, 6-INCH WIDTH, 6-INCH THICKNESS		nee	÷	∪. XI	
-	PCC PAVEMENT SAMPLES AND TESTING SEE SECTION 7010 FOR ADDITIONAL INFORMATION.		lgi	)	reet . F:	
-	REMOVAL OF SIDEWALK, PCC, 4-INCH		Ē	( -	Soth Street 5.4884 · Fa	- ) )
_	REMOVAL OF DRIVEWAY, PCC, 6-INCH SIDEWALK, PCC, 4-INCH		Civil		-00 86th S 276.4884	
	ITEM INCLUDES ALL MATERIAL, EQUIPMENT, AND LABOR REQUIRED FOR THE CONSTRUCTION OF PEDESTRIAN RAMPS. INCIDENTAL TO THIS ITEM IS PROVIDING A TEMPORARY WASHOUT THAT MEETS EPA MINIMUM BMP MEASURES. CONSTRUCT ALL PEDESTRIAN RAMPS TO COMPLY WITH ADA AND PROWAG REQUIREMENTS.		U U		<b>5</b> 15.27(	5
-	DRIVEWAY, PAVED, PCC, 6-INCH PAVEMENT REMOVAL, PCC, 7-INCH					
	PROPERLY DISPOSE OF ALL PAVEMENT OFF-SITE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ADDITIONAL FULL DEPTH SAWCUTS TO EDGES OF CONCRETE THAT HAVE BEEN DAMAGED PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.					
	CURB AND GUTTER REMOVAL					
_	PAINTED PAVEMENT MARKINGS, DURABLE TEMPORARY TRAFFIC CONTROL					
	THIS BID ITEM SHALL INCLUDE ALL SIGNS AND BARRICADES AS DETAILED HEREON AND AS REQUIRED BY THE ENGINEER AND ALL OTHER WORK NECESSARY TO CONTROL TRAFFIC DURING CONSTRUCTION. TRAFFIC SIGNS, STOP SIGN, 30" X 30"				0-14-2019 PC	MEH MEH
	TRAFFIC SIGNS, NO PARKING SIGN, 12" X 18"	4				
M	IENT CONTROL	202.				
	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING TYPE 1 (PERM. LAWN MIXTURE) THE TOP 8-IN OF THE SEEDBED SHALL BE FREE OF ROCK AND DEBRIS AND SHALL BE SUITABLE FOR THE ESTABLISHMENT OF VEGETATION WITH THE APPROVAL OF THE ENGINEER. THE RESTORATION AND SEEDING OF ALL DISTURBED AREAS SHALL BE THE	September 19, 2				
	RESPONSIBILITY OF THE CONTRACTOR.	épte			- - -	
_	WATERING WATERING IS REQUIRED FOR ALL AREAS RECEIVING PERMANENT SEED. SUFFICIENTLY	ш			SURVEY BY:	<u>.</u>
	WATER TO KEEP THE SOIL MOIST FOR A MINIMUM OF 21 DAYS. IF NATURAL RAINFALL IS ADEQUATE TO KEEP THE SOIL AND MULCH MOIST, ARTIFICIAL WATERING MAY NOT BE NEEDED.	DAT				j m
		<u>т</u> Н			ШЮ	) ]
	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT				#17	5 ∢
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### PROJECT DESCRIPTION

ARLINGTON AVENUE PUBLIC IMPROVEMENTS VAN METER, IOWA LOT 'A' & PT. LOT 4, VAN BUREN HEIGHTS PLAT 4

### HORIZONTAL DATUM

IOWA STATE PLANE NADI983(2011) SOUTH ZONE GRID NORTH.

ORIGIN POINT - NORTHING 555872.5828 EASTING 1514069.9816

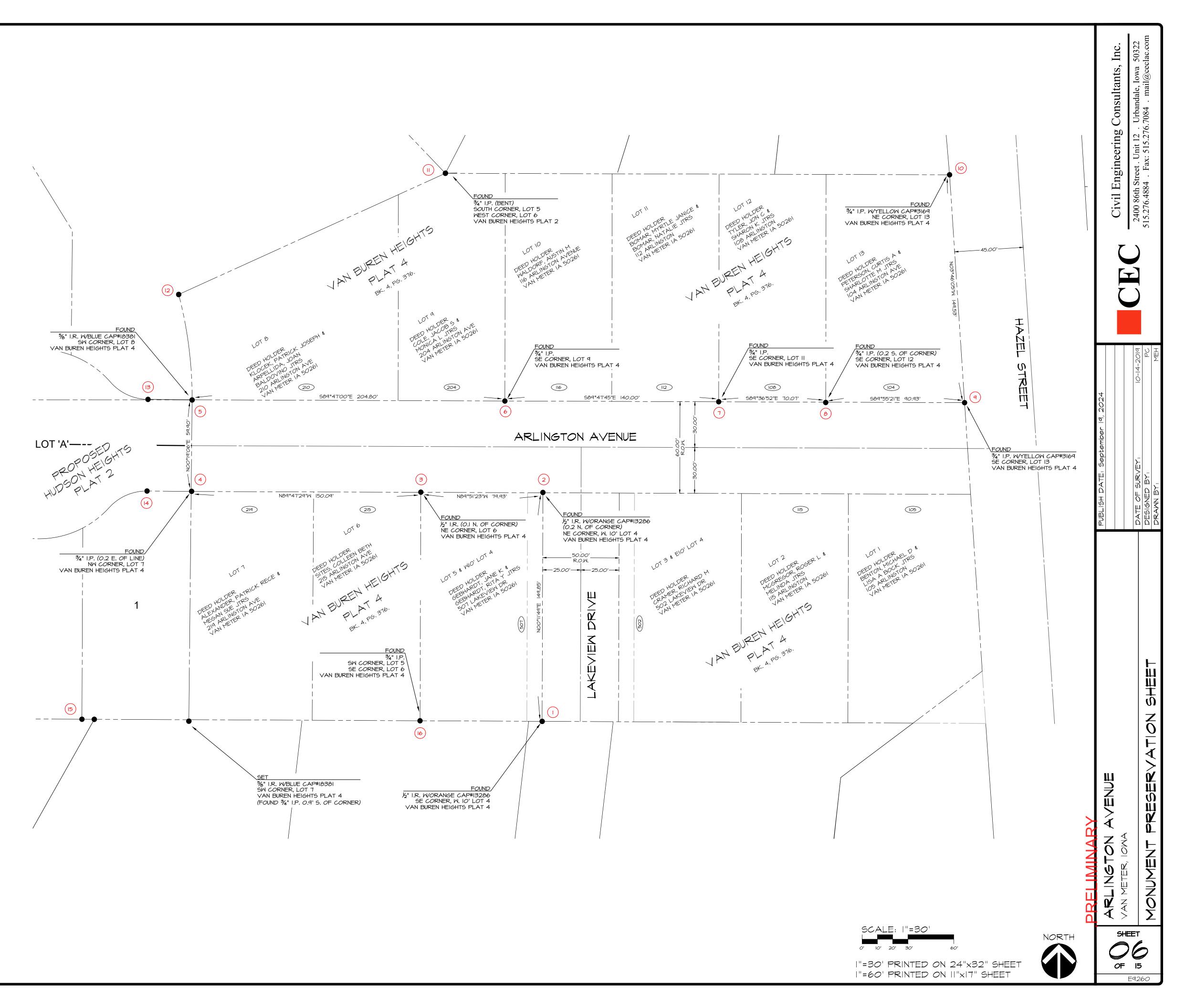
COMBINED SCALE FACTOR - 1.000074728614

### VERTICAL DATUM

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

### EXISTING MONUMENT POINT TABLE

POINT NUMBER	NORTHING	EASTING	ELEVATION	MONUMENT DESCRIPTION
I	555707.2945	1514279.5270	912.0	1/2" IR-ORANGE CAP #13286
2	555857.1463	1514280.0420	907.1	1/2" IR-ORANGE CAP #13286
З	555857.3466	1514200.1120	911.1	1/2" SQUARE ROD
4	555857.8996	1514050.0400	918.5	1/2" IR
5	555917.6999	1514050.3545	918.2	5/8" IR-BLUE CAP #18381
6	555917.0221	1514255.1540	907.8	3/4" IP
7	555916.5232	1514395.1520	902.2	3/4" IP
8	555916.0517	1514465.2220	899.9	3/4" IP
9	555915.9288	1514556.1490	897.3	1/2" IP-YELLOW CAP #3169
10	556065.1357	1514546.3220	896.5	1/2" IP-YELLOW CAP #3169
П	556066.1042	1514216.1960	917.3	1/2" IR
12	555986.7746	1514041.5715	922.4	1/2" IP
13	555918.0888	1514021.4625		5/8" IR-BLUE CAP #18381
14	555858.0918	1514020.8554		5/8" IR-BLUE CAP #18381
15	555708.6803	1513978.2368		5/8" IR-BLUE CAP #18381
16	555707.6655	1514199.9070	923.5	1/2" IP





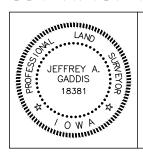
 $\odot$ 

FOUND CORNERS SET PROPERTY CORNER (5/8" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED) FOUND SECTION CORNERS SET SECTION CORNER

 $\triangle$ PLAT OF SURVEY BOUNDARY PROPOSED PARCEL LINES --- EXISTING PROPERTY LINES  $(\top \top \top \top)$ 

ADDRESS

### CERTIFICATION







### PART III D I SITE DESCRIPTION/APPLICANT/SCHEDULE

### OWNER/APPLICANT: CITY OF VAN METER 310 MILL STREET

- VAN METER, IA 50261 CONTACT: DREW McCOMBS EMAIL: DMCCOMBS@VANMETERIA.GOV
- LOCATION: SECTION 28-78-27, DALLAS COUNTY. NATURE OF CONSTRUCTION ACTIVITY: CONSTRUCTION ACTIVITIES FOR STREET RE-CONSTRUCTION. AREAS: TOTAL SITE AREA = 1.13 ACRES
- SITE AREA AFFECTED = 1.13 ACRES RUNOFF COEFFICIENT = 0.70 (RATIONAL METHOD)
- RUNOFF FROM PROJECT WILL FLOW INTO UNNAMED TRIBUTARIES AND STREAMS TO THE RACCOON RIVER. - 100 YEAR DISCHARGE = 6.0 CFS
- SOILS:
- COLO-ELY SILTY CLAY LOAMS (2%-5%), COLO SILTY CLAY LOAM, DEEP LOESS (0%-2%). - ESTIMATED DATE WORK IS TO COMMENCE: OCTOBER 2024. ESTIMATED DATE WORK IS TO BE COMPLETED: DEC 2025.
- PART III D 2 CONTROLS
- 2AI STABILIZATION PRACTICES MINIMIZE DISTURBANCE OF STEEP SLOPES
- EXISTING VEGETATION IS PRESERVED WHERE ATTAINABLE AND STABILIZE DISTURBED AREAS. TEMPORARY SEEDING DURING CONSTRUCTION, AND PERMANENT SEEDING (S.U.D.A.S. 9010) AND/OR SODDING
- (S.U.D.A.S. 9020) AFTER CONSTRUCTION.
- VEGETATIVE BUFFER STRIPS THROUGHOUT PROJECT (S.U.D.A.S. SECTION 7E-26). - PROTECTION OF TREES AND PRESERVATION OF MATURE VEGETATION WHEREVER POSSIBLE.
- 2B2 STRUCTURAL PRACTICES
- ROCK OUTLET PROTECTION (S.U.D.A.S. SECTION 7E-10: RIP RAP) SILT FENCES - DISTANCE BETWEEN IS DETERMINED BY STEEPNESS OF GROUND (S.U.D.A.S. SECTION 72-14).
- EARTH DIKES BRUSH PILES
- DRAINAGE SWALES (S.U.D.A.S. SECTION 7E-23)
- SEDIMENT TRAPS (S.U.D.A.S. SECTION 7E-12 ABD 7E-13)
- CHECK DAMS DISTANCE BETWEEN IS DETERMINED BY STEEPNESS OF GROUND. STORM WATER MANAGEMENT (S.U.D.A.S. SECTION 7E-7)
- FLOW ATTENUATION BY USE OF OPEN VEGETATED SWALES AND NATURAL DEPRESSIONS.
- INFILTRATION OF RUNOFF ON SITE - INLET PROTECTION (S.U.D.A.S. 7E-20)
- VELOCITY DISSIPATION DEVICES AT DISCHARGE LOCATIONS TO PROVIDE NON-EROSIVE VELOCITY FLOWS.
- 26 WASTE DISPOSAL ALL MATERIAL WASTES MUST BE REMOVED FROM SITE.
- C2 OFF-SITE VEHICLE TRACKING OF SEDIMENTS SHALL BE MINIMIZED. STABILIZE THE ENTRANCE WITH 8-INCHES OF LIMESTONE.
- C3 TOTAL COMPLIANCE WITH APPLICABLE STATE/LOCAL WASTE DISPOSAL REGULATIONS. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION IS ACHIEVED.
- PART III D 7 CONTRACTORS
- GENERAL CONTRACTOR SHALL HAVE PRIMARY RESPONSIBILITY OF IMPLEMENTING MEASURES CONTAINED IN PLAN. - ALL CONTRACTORS AND SUBCONTRACTORS SHALL SIGN CERTIFICATION STATEMENT BEFORE CONDUCTING ANY PROFESSIONAL SERVICE AT SITE RELATING TO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT). SEE CERTIFICATION THIS SHEET.
- D7B PERSONS ACCOMPLISHING WORK UNDER THIS PERMIT-(SEE CONTRACTOR CERT TO RIGHT):
  - ADDRESS
- PART II G NOTICE OF DISCONTINUATION (N.O.D.):
- WITHIN 30 DAYS OF FINAL STABILIZATION, OWNER SHALL SUBMIT AN N.O.D. TO I.D.N.R. WHICH INCLUDES ITEMS AS FOLLOWS: NAME OF OWNER TO WHICH PERMIT WAS ISSUED;
- GENERAL PERMIT NUMBER AND PERMIT AUTHORIZATION NUMBER; DATE OF CONSTRUCTION SITE STABILIZATION;
- SIGNED CERTIFICATION AS FOLLOWS:
- I CERTIFY UNDER PENALTY OF LAW THAT DISTURBED SOILS AT THE IDENTIFIED FACILITY HAVE BEEN FINALLY STABILIZED AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN REMOVED OR WILL BE REMOVED AT AN APPROPRIATE TIME. I UNDERSTAND THAT BY SUBMITTING THIS NOTICE OF DISCONTINUATION. AT I AM NO LONGER AUTHORIZED TO DISCHARGE STORM WATER ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR
- CONSTRUCTION ACTIVITIES BY IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL NPDES PERMIT NO. 2, AND THAT DISCHARGING POLLUTANTS FROM STORM WATER ASSOCIATED WITH INDUSTRIAL ACTIVITY TO WATERS OF THE UNITED STATES IS UNLAWFUL UNDER THE CLEAN WATER ACT WHERE THE DISCHARGE IS NOT AUTHORIZED BY AN
- NPDES PERMIT. N.O.D. SHALL BE MAILED TO: STORM WATER COORDINATOR, IOWA DEPARTMENT OF NATURAL RESOURCES, 502 E. 9th STREET, DES MOINES, IOWA 50314-0034.
- PART III NON-STORM WATER DISCHARGES:
- ALL DISCHARGES AUTHORIZED BY PERMIT SHALL BE COMPOSED ENTIRELY OF STORM WATER EXCEPT FOR NON-STORM DISCHARGES TREATED WITH APPROPRIATE CONTROL MEASURES FOR NON-STORM WATER DISCHARGES LISTED BELOW:
- A2 DISCHARGES FROM FIRE FIGHTING ACTIVITY; FIRE HYDRANT FLUSHINGS
- NON-DETERGENT LADEN WATER FROM WASHING VEHICLES:
- POTABLE WATER SOURCES IE: WATER LINE FLUSHING, AND IRRIGATION DRAINAGE; ROUTINE EXTERIOR BUILDING WASHDOWN WITHOUT DETERGENTS;
- PAVEMENT WASHWATERS WHERE THERE HAS BEEN NO UNCLEANED LEAKS OR SPILLS OF TOXIC OR HAZARDOUS MATERIALS, AND WHERE DETERGENTS ARE NOT USED;
- AIR CONDITIONING CONDENSATE;
- SPRINGS OR UNCANTAMINATED GROUNDWATER: UNCONTAMINATED FOUNDATION AND FOOTING DRAINS

PART III B ANY OWNER OR OPERATOR IDENTIFIED IN POLLUTION PREVENTION PLAN IS SUBJECT TO SPILI NOTIFICATION REQUIREMENTS SPECIFIED IN 455B.386 OF IOWA CODE, IOWA LAW REQUIRES THAT WITHIN SIX (6) HOURS AFTER THE BEGINNING OF A HAZARDOUS CONDITION, THE I.D.N.R. AND LOCAL SHERIFF OFFICE BE NOTIFIED STORM WATER POLLUTION PREVENTION PLAN MUST BE MODIFIED WITHIN FIVE (5) CALENDAR DAYS OF KNOWLEDGE OF TOXIC RELEASE, TO PROVIDE A DESCRIPTION OF RELEASE, CIRCUMSTANCES LEADING TO RELEASE, AND PROVIDE FOR IMPLEMENTAION OF STEPS TO PREVENT ANY REOCCURANCE OF SUCH RELEASE, AND TO RESPOND TO SUCH RELEASES.

PART III C FEDERAL CONSTRUCTION AND DEVELOPMENT EFFLUENT GUIDELINES FOR ALL SITES AND ACTIVITIES REQUIRING THIS PERMIT SHALL COMPLY WITH FEDERAL EFFLUENT GUIDELINES APPLICABLE TO EACH SITE: - AT MINIMUM, SUCH CONTROLS MUST BE DESINGED, INSTALLED AND MAINTAINED TO:

- IA\$B CONTROL STORM WATER AND VELOCITY TO MINIMIZE POLLUTANT DISCHARGES. INCLUDING PEAKFLOW ND TOTAL STORM WATER VOLUME, TO MINIMIZE CHANNEL / STREAMBANK EROSION, AND SCOUR IN IMMEDIATE VICINITY OF DISCHARGE POINTS; MINIMIZE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY; IAC
- MINIMIZE DISTURBANCE OF STEEP SLOPES;
- MINIMIZE SEDIMENT DISCHARGE FROM SITE DUE TO FREQUENCY, DURATION AND INTENSITY OF PRECIPITATION, AND SOIL CHARACTERISTICS;
- PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND WATERS OF UNITED STATES. DIRECT STORM WATER IAF INTO VEGETATED AREAS UNLESS UNFEASIBLE TOPSOIL PRESERVATION: STABILIZE DISTURBED AREAS IMMEDIATELY WHENEVER EARTH DISTURBING 2**#**3
- ACTIVITIES HAVE CEASED ON ANY PORTION OF SITE, OR TEMPORARILY CEASED ON ANY PORTION EXCEEDING 14 CALENDAR DAYS. DUE TO DROUGHT OR HEAVY RAIN, WHICH MAKES SEEDING WITH FIELD EQUIPMENT IMPOSSIBLE, CONTACT I.D.N.R. FOR ALTERNATIVE STABILIZATION MEASURES.
- DISCHARGES FROM DEWATERING MUST BE MANAGED BY APPROPRIATE CONTROLS; MINIMIZE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH, AND OTHER WASH WATERS. WASH WATERS ARE TO BE TREATED IN SEDIMENT BASIN MINIMUM;
- MINIMIZE EXPOSURE OF BUILDING MATERIALS, PRODUCTS, CONSTRUCTIN WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE, AND OTHER WASTE TO PRECIPITATION AND STORM WATER;
- MINIMIZE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEEDURES: PROHIBITED DISCHARGES: WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO. PAINT. FORM
- RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS; FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE, SOAPS OR SOLVENTS.

- ELIMINATING OF MINIMIIZING POLLUTANT DISCHARGE. PLAN MUST BE UPDATED TO INCLUDE CHANGES AT SITE INCLUDING CONTRACTORS IDENTIFIED AFTER SUBMITTAL OF NOTICE OF INTENT. COVERED STRUCTURE ie: MAILBOX. 4C4 QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF CONSTRUCTION SITE NOT FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
- MATERIALS AND REPLACE AS NECESSARY TRACKING.
- PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.
- OF INSPECTION. ERMINATION. REPORT WILL CONTAIN THE FOLLOWING: SUMMARY OF SCOPE OF INSPECTION. • QUALIFICATIONS OF PERSONNEL MAKING INSPECTION.
- ANY ACTION TAKEN SIGNATURE
- TO OWNER.
- BEEN FILED WITH I.D.N.R

PART IV D 3 IMPLEMENTATION / MAINTENANCE

- MAINTAIN EFFECTIVE OPERATING CONDITIONS OF ALL PROTECTIVE MEASURES IDENTIFIED ON PLAN, - PRIOR TO INITIAL GRADING, INSTALL PERIMETER SILT FENCE TO PROTECT UNDISTURBED AREAS. DIVERT UPHILL RUNOFF FROM EXPOSED SOILS.
- DO NOT DISTURB AN AREA UNTIL NECESSARY FOR CONSTRUCTION TO PROCEED. COVER OR STABILIZE DISTURBED AREAS AS SOON AS POSSIBLE. TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT ON SEASONAL WEATHER CHANGES. - IF INFILTRATION METHODS ARE USED, INSTALL THEM AFTER UPSTREAM IS STABILIZED.
- DO NOT REMOVE PERIMETER CONTROLS UNTIL UPSTREAM AREAS ARE STABILIZED.
- DISTURBANCE TO SEEDED AREAS THROUGH USE OF SPECIFIC ACCESS ROUTES WITHIN SITE. TEMPORARY EARTH PILES SHALL HAVE DOWNSLOPE SILT FENCE PROTECTION.
- PAVING. FILTERS TO REMAIN IN PLACE UNTIL SITE HAS PERENNIAL GROUND COVER. SEWER UNTIL SITE HAS PERENNIAL GROUND COVER. COVER SHALL BE CLEANED AFTER EACH RAIN.
- CLEANED BY CONTRACTOR AT END OF EACH WORK DAY AND PRIOR TO RAIN EVENT.
- WEATHER, ALL DISTURBED AREAS SHALL BE MULCHED. SILT FENCING SHALL BE CLEANED WHEN THEY HAVE LOST 50% CAPACITY.
- DRAINAGE SWALES REMAIN UNDISTURBED. ROCK OUTLET PROTECTION SHALL REMAIN INTACT.
- SPECIES. IF NATIVE LANDSCAPE IS USED, THEN 70% COVERAGE BY COVER CROP IS REQUIRED. SOIL SHALL BE WATERED DURING DRY, WINDY CONDITIONS TO MINIMIZE EROSION. WORK REQUIRING ENTERING AND I FAVING SITE OVER CITY ROADWAYS INCLUDING MATERIAL DELIVERY AND
- WET, AND EROSION BY VEHICLE IS CERTAIN.
- VEGETATION BECOMES A NUISANCE. - TREES SHALL BE GROUND INTO CHIPS, WOOD CHIPS AND ROOT BALLS TO BE REMOVED FROM SITE.
- FACILITIES BEFORE BEGINNING WORK
- F. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO RECEIVE STRUCTURAL FILL. G. AREAS TO RECEIVE FILL TO BE BENCHED.
- WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ON-SITE FILL.
- K. ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE TOP 12-INCHES DISCED AND RECOMPACTED TO 95% STANDARD PROCTOR DENSITY
- L. MOISTURE CONTENT OF FILL MATERIAL SHALL MATCH "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" BETWEEN 0% AND 4% OVER OPTIMUM MOISTURE.
- M. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- AREAS. P. BACKFILL TO TOP OF ALL ROCK OR PAVED SURFACES.
- Q. ADDITIONAL SILT FENCING MAY BE REQUIRED BY CITY AFTER FIELD INSPECTION.

### PART IV C & PART V B PERMITTEE MUST AMEND PLAN WHEN THERE IS CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE HAVING SIGNIFICANT EFFECT ON POTENTIAL FOR DISCHARGE OF POLLUTANTS TO WATERS OF UNITED STATES WHICH HAVE NOT BEEN ADDRESSED IN PLAN OR WHERE PLAN IS UNEFFECTIVE IN COPY OF SWPPP IS TO BE MAINTAINED AND KEPT ON SITE IN A CONSTRUCTION TRAILER, SHED, OR OTHER

4A INSPECT SITE FOR EVIDENCE OF, OR POTENTIAL OF, POLLUTANTS ENTERING DRAINAGE SYSTEM FROM STORED

- OBSERVE EROSION AND SEDIMENT CONTROL MEASURES TO ENSURE THEY ARE OPERATING CORRECTLY, REPAIR LOCATIONS WHERE VEHICLES ENTER OR EXIT SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT INSPECT DISCHARGE LOCATIONS TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE I 4B ANY MODIFICATIONS TO PLAN AS RESULT OF INSPECTION SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS

4C AN INSPECTION REPORT SHALL BE PREPARED AND RETAINED AS PART OF PREVENTION PLAN UNTIL PROJECT

• MAJOR OBSERVATIONS RELATING TO IMPLEMENTATION OF PREVENTION PLAN.

REPORTS SHALL CONFORM TO STANDARDS SET BY IOWA D.N.R. COPIES OF REPORTS SHALL BE FORWARDED CONTRACTOR IS TO TAKE NECESSARY ACTION TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICABLE BUT IN NO CASE LATER THAN SEVENTY-TWO (12) HOURS AFTER INSPECTION. RECORDS SHALL BE RETAINED FOR AT LEAST THREE YEARS OR UNTIL PROJECT TERMINATION AND AN N.O.D. HAS

PRIOR TO MASS GRADING, CONSTRUCT DIVERSION DRAINAGE SWALES ON UPHILL SIDES OF DISTURBED AREA TO

AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION, ALL DISTURBED AREAS OUTSIDE PROPOSED RIGHTS-OF-WAY ARE TO HAVE TEMPORARY SEEDING AND MULCHING. CONTRACTORS AND SUBS TO MINIMIZE

ALL INTAKES AND MANHOLES TO HAVE SILT FENCE AROUND THEM PRIOR TO PAVING AND INLET FILTERS AFTER ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN STORM

ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHTS-OF-WAY AND PROPERTY SHALL BE MATERIAL OR EQUIPMENT STORAGE AREAS MUST BE WITHIN LIMITS OF SOIL DISTURBING ACTIVITY. AREAS SHALL BE INSPECTED FOR POTENTIAL POLLUTANTS ENTERING DRAINAGE SYSTEM. -DURING CONSTRUCTION IF IT BECOMES EVIDENT THAT DISTURBED AREA WILL NOT BE DISTURBED FOR 14 DAYS, IT SHALL BE SEEDED IMMEDIATELY. PERMANENT SEEDING AND MULCHING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.

ANY FAILED AREA OF SEEDING SHALL BE RESEEDED. IF SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER

PERMANENT. FINAL PLANT COVERING OR STRUCTURES SHALL BE INSTALLED IMMEDIATELY AFTER FINAL GRADING IS COMPLETED. REPLANTING MAY BE REQUIRED TO ENSURE ADEQUATE VEGETATIVE COVER IS ESTABLISHED. ADEQUATE VEGETATIVE COVER IS CONSIDERED TO BE MINIMUM 70% COVERAGE OF SOIL SURFACE BY INTENDED

MOVEMENT OF EQUIPMENT SHALL NOT BE PERMITTED DURING PERIODS WHEN GROUND IS EXCEPTIONALLY SOFT AND SOIL STOCKPILES SHALL BE STABILIZED WITH VEGETATION OR COVERED. MOWING MAY BE REQUIRED IF

D. LOCATIONS AND DIMENSIONS SHOWN ON PLANS FOR EXISTING UTILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING, ENGINEER DOES NOT GUARANTEE ACCURACY OF INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS RESPONSIBILITY OF CONTRACTOR TO CONTACT LL PUBLIC AND/OR PRIVATE UTILITIES SERVING AREA TO DETERMINE PRESENT EXTENT AND EXACT LOCATION OF

E. CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT UTILITIES OR STRUCTURES AT SITE IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO NOTIFY OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR SHALL NOTIFY PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY JTILITY LINE OR APPURTENANCE, OR INTERRUPTION OF SERVICE. IF EXISTING UTILITY LINES ARE ENCOUNTERED IN CONFLICT WITH NEW CONSTRUCTION, CONTRACTOR SHALL NOTIFY ENGINEER SO CONFLICT MAY BE RESOLVED.

### H. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO DEPTH OF 6-INCHES AND COMPACT. ANY LOCALIZED AREAS

J. ALL SITE GRADING FOR STRUCTURAL FILL SHALL BE COMPACTED TO DENSITY NOT LESS THAN 95% STANDARD PROCTOR. ALL AREAS NOT REQUIRING STRUCTURAL FILLSHALL BE COMPACTED TO 85% STANDARD PROCTOR.

N. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN O.I' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN O.2' OF

PLAN GRADE. 20.TOPSOIL SHALL BE RESPREAD TO MINIMUM THICKNESS OF 8-INCHES ON ALL DISTURBED UNPAVED

### S.U.D.A.S. REFERENCES

SILT FENCE: S.U.D.A.S. FIGURE 9040.119 SEDIMENTATION BASIN: S.U.D.A.S. FIGURES 9040.113, 9+040.114, 9040.115

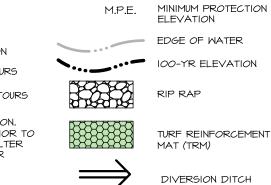
- SEDIMENTATION LOGS: S.U.D.A.S. FIGURE 9040.105
- RIP RAP: S.U.D.A.S. FIGURES 9040.110, 9040.111 COMPOST BLANKET: SUDAS FIGURE 9040101
- STABILIZED CONSTRUCTION ENTRANCE: S.U.D.A.S. FIGURE 9040.120
- 7. CHECK DAM: S.U.D.A.S. FIGURE 9040.106

### LEGEND

### EXISTING/PROPOSED PLAT BOUNDARY $\boldsymbol{\nabla}$ $\bowtie$ 100X0 (100X0) SPOT ELEVATION

MANHOLE \_\_\_\_\_\_ STORM INTAKE ♥ FIRE HYDRANT ► VALVE EXISTING CONTOURS

PROPOSED CONTOURS INLET PROTECTION (SILT FENCE PRIOR TO PAVING AND FILTER BASKETS AFTER PAVING.)



100-YR ELEVATION RIP RAP

M.O.E. MINIMUM OPENING

ELEVATION

ELEVATI*O*N

EDGE OF WATER

TURF REINFORCEMENT MAT (TRM)

TEMPORARY SEDIMENT

TREE PROTECTION FENCING

DIVERSION DITCH

### GRADING AND EROSION CONTROL NOTES . CONTRACTOR SHALL ARRANGE FOR TESTING AND INSPECTION AND NOTIFY THE FOLLOWING AT LEAST ONE WEEK

SILT FENCE

FILTER SOCK

- PRIOR TO BEGINNING CONSTRUCTION: a. CITY OF VAN METER
- b. CIVIL ENGINEERING CONSULTANTS, INC. c. IOWA ONE-CALL
- 2. 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 ACILITIES BEFORE CONSTRUCTION BEGINS.
- 3. CONTRACTOR SHALL PROTECT EXISTING ON-SITE FACILITIES FROM DAMAGE RESULTING FROM CONTRACTOR'S WORK. F DAMAGE, BREAKAGE, INTERRUPTION OF SERVICE, ETC. OF EXISTING FACILITIES DOES OCCUR CONTRACTOR SHALL IMMEDIATELY CONTACT UTILITY'S OWNER
- 4. STRIP ALL VISIBLE TOPSOIL ONSITE AND STOCKPILE FOR RESPREAD ON NON-PAVED AREAS THAT ARE DISTURBED DURING CONSTRUCTION. MUST HAVE AT LEAST & INCHES OF TOPSOIL AT TIME OF FINAL STABILIZATION.
- 5. UNLESS GRADING FOR DESIGNED SUMP OR LOW POINT AREA, GRADE ALL SITE AREAS TO DRAIN WITHOUT TRAPPING OR PONDING SURFACE WATER WHEN SITE GRADING IS COMPLETE.
- 6. FINAL GRADE ELEVATIONS OF ALL PAVED AREAS SHALL BE WITHIN O.IO FEET OF PLAN GRADE. LAWN AREAS SHALL BE WITHIN O.20-FEET OF PLAN GRADE.
- 7. SPOT ELEVATIONS ON PAVED SURFACES ARE TOP OF SLAB UNLESS NOTED OTHERWISE.
- 8. CIVIL ENGINEERING CONSULTANTS, INC. IS NOT A GEOTECHNICAL ENGINEER.
- 9. GEOTECHNICAL REPORT FOR PROJECT CAN BE OBTAINED BY CONTACTING OWNER
- IO. ALL DETENTION POND GRADING SHALL BE FIELD VERIFIED BY DESIGN ENGINEER AND AS-BUILTS SHALL BE PROVIDED TO CITY WITH LETTER OF CERTIFICATION FROM ENGINEER THAT POND WAS CONSTRUCTED TO DESIGN.
- II. CONTRACTOR SHALL CERTIFY ON AS-BUILT PLAN THAT STORMWATER MANAGEMENT FACILITY WAS CONSTRUCTED TO ADDRESS ALL PROPERTIES WITHIN DEVELOPMENT.
- 12. ALL LOTS SHALL HAVE MINIMUM OF 2% SLOPE ACROSS LOT.
- 13. S.U.D.A.S. EROSION CONTROL MIX (TYPE 4) SHALL BE USED ON ALL DISTURBED AREAS ALL INTAKES TO HAVE BELOW GRADE INLET PROTECTION WHEN STREETS ARE BEING PAVED.
- 14. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON PLANS SHALL RELIEVE CONTRACTOR FROM COMPLYING WITHH ALL APPLICABLE SAFETY REGULATIONS.
- 15. 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
- 16. ALL AREAS TO RECEIVE FILL TO BE BENCHED.
- 17. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO DEPTH OF 6-INCHES.
- 18. ALL STURCTURAL SITE GRADING FILL SHALL BE COMPACTED TO DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR. MOISTURE CONTENT OF FILL MATERIAL SHALL MATCH URBAN STANDARD.
- 19. SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, BETWEEN O AND 4% OVER OPTIMUM MOISTURE.
- 20. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- 21. CONTAIN PCC CUTTING AND/OR GRINDING SLURRY AND DISPOSE OF SUCH SLURRIES AS ALLOWED BY GENERAL PERMIT #2.

### SEQUENCE OF MAJOR ACTIVITIES

- PRE-CONSTRUCTION: SILT FENCE WILL BE PLACED BY CONTRACTOR PRIOR TO BEGINNING GRADING OR CLEARING AND GRUBBING OPERATIONS ALONG PERIMETER OF PROJECT AT LOCATIONS IN WHICH RUNOFF CAN MOVE OFFSITE. VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION SHALL BE PRESERVED. SILT FENCE SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ACHIEVED.
- GRADING: AFTER GRADING OPERATIONS HAVE BEEN COMPLETED, ALL AREAS THAT WILL NOT BE DISTURBED BY SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE SEEDED.
- 3. FINISH GRADING AND SEEDING: FINISH GRADING AND PERMANENT SEEDING SHALL BE COMPLETED AS SOON AS
- 4. SUBMIT N.O.D. TO I.D.N.R. UPON FINAL STABILIZATION.

### OWNER'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE AS PART OF THIS CERTIFICATION. FURTHER, BY MY SIGNATURE, I UNDERSTAND THAT I AM BECOMING A CO-PERMITTEE, ALONG WITH THE CONTRACTOR AND SUBCONTRACTORS SIGNING SUCH CERTIFICATIONS, TO THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES" AT THE IDENTIFIED SITE. AS A CO-PERMITTEE, I UNDERSTAND THAT I. AND MY ORGANIZATION, ARE LEGALLY REQUIRED UNDER THE CLEAN WATER ACT AND THE CODE OF IOWA, TO ENSURE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE STORM WATER POLLUTION PREVENTION PLAN DEVELOPED UNDER THIS NPDES PERMIT AND THE TERMS OF THIS NPDES PERMIT

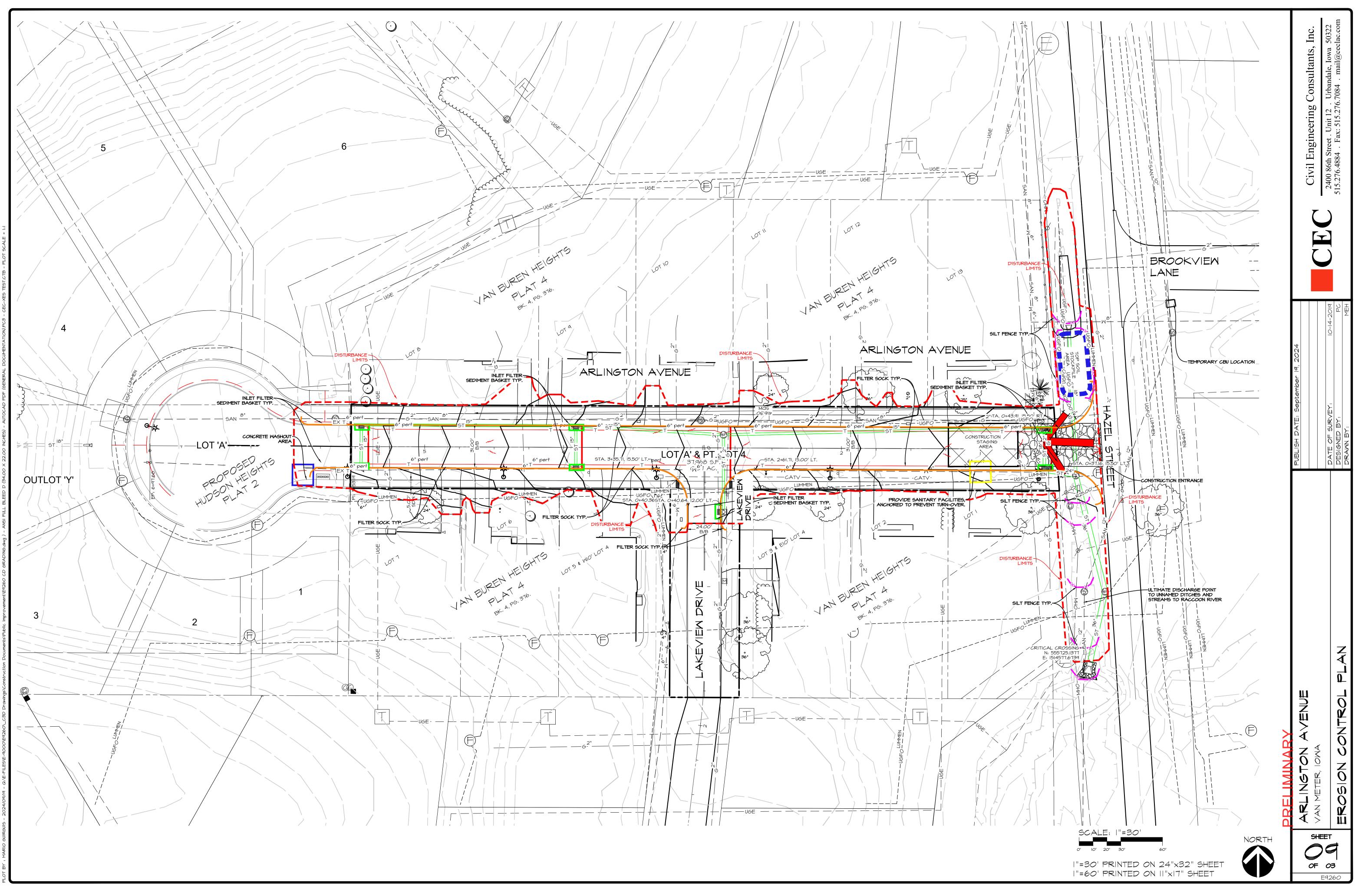
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARF SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS." NAME / TITLE:

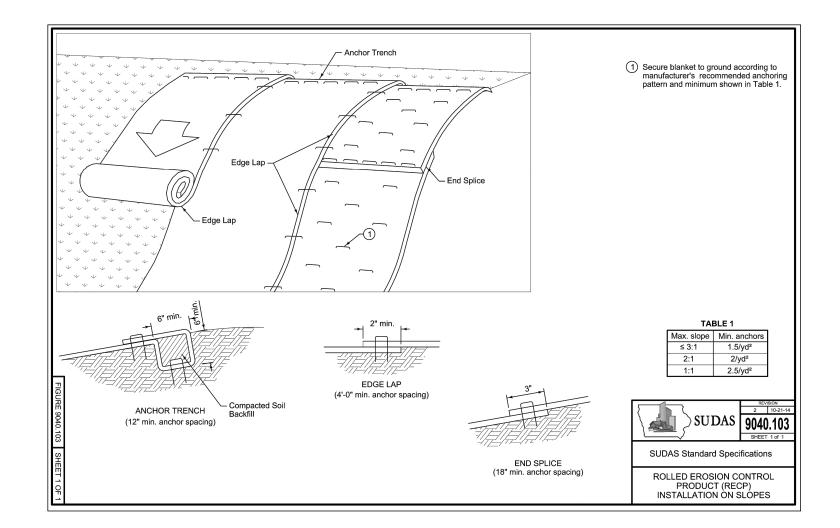
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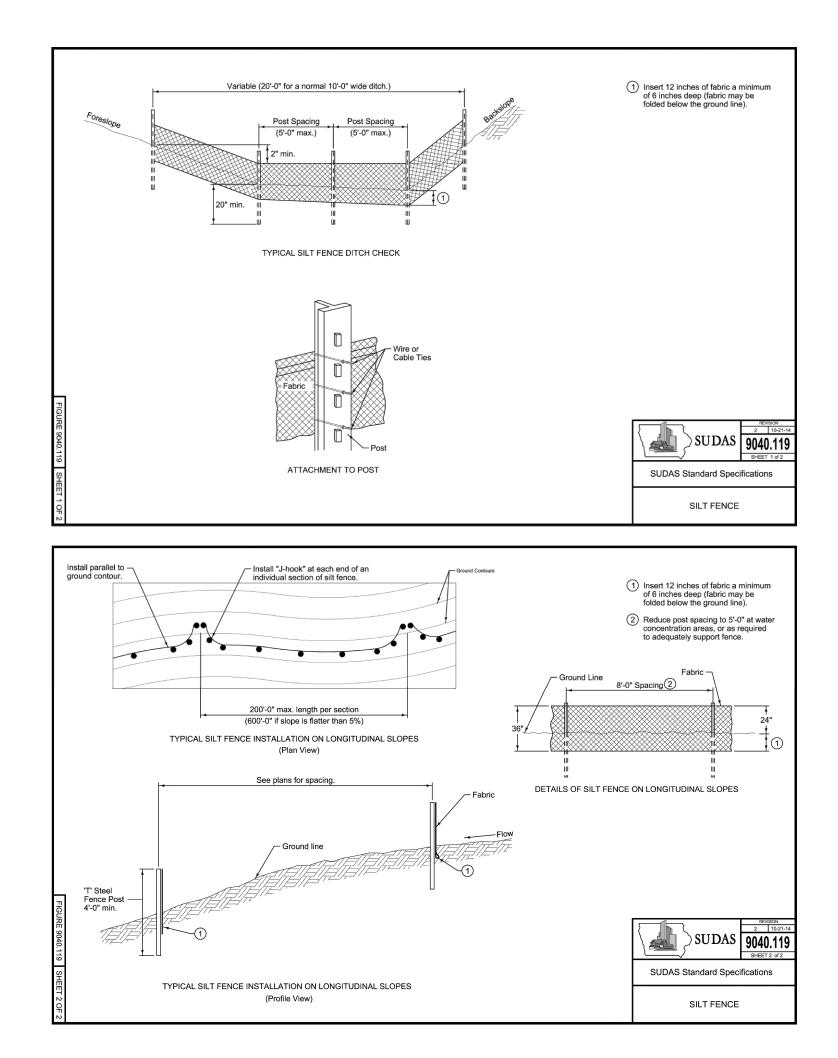
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GENERAL CONTRAC	CTOR
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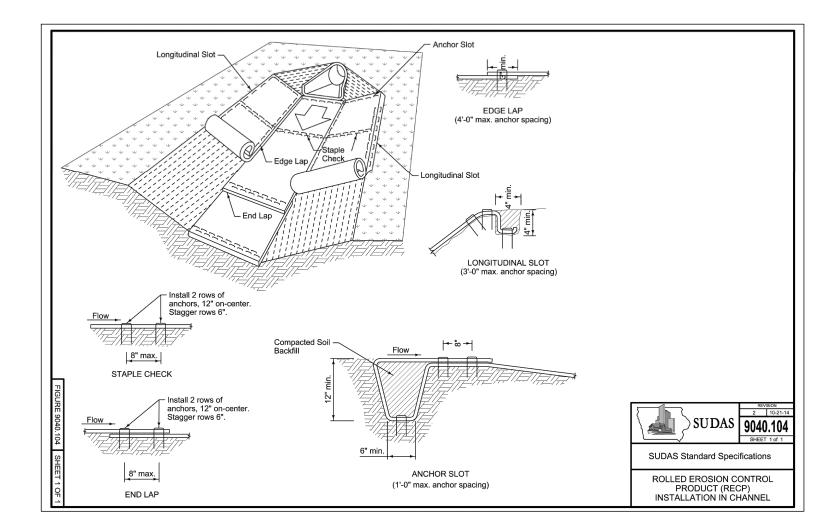
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OF				CIVII Engineering Consultants, Inc.
0		DATE OF SURVEY: 10-14-2019		2400 86th Street . Unit 12 . Urbandale, Iowa 50322
3		DESIGNED BY:	PC	515.276.4884 . Fax: 515.276.7084 . mail@ceclac.co
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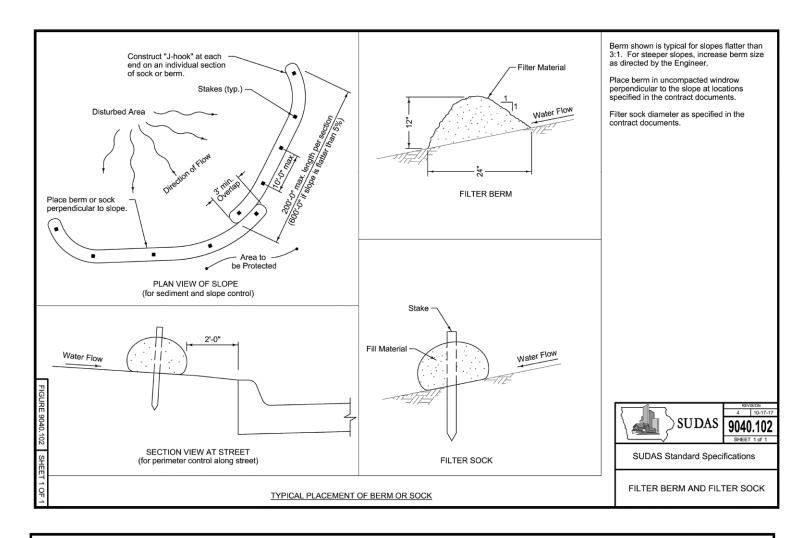
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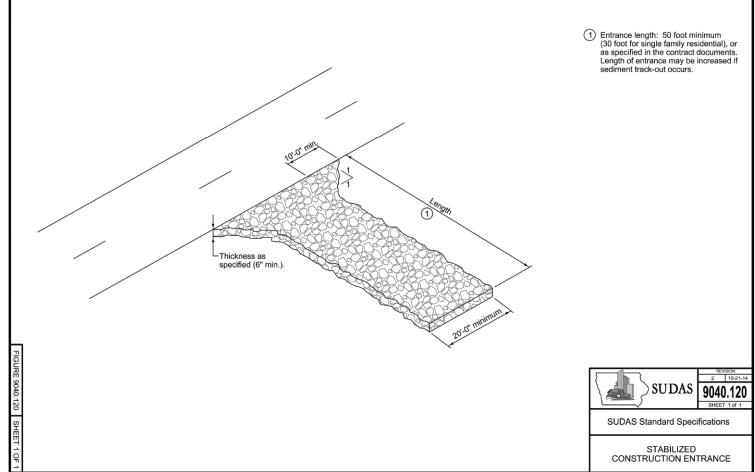


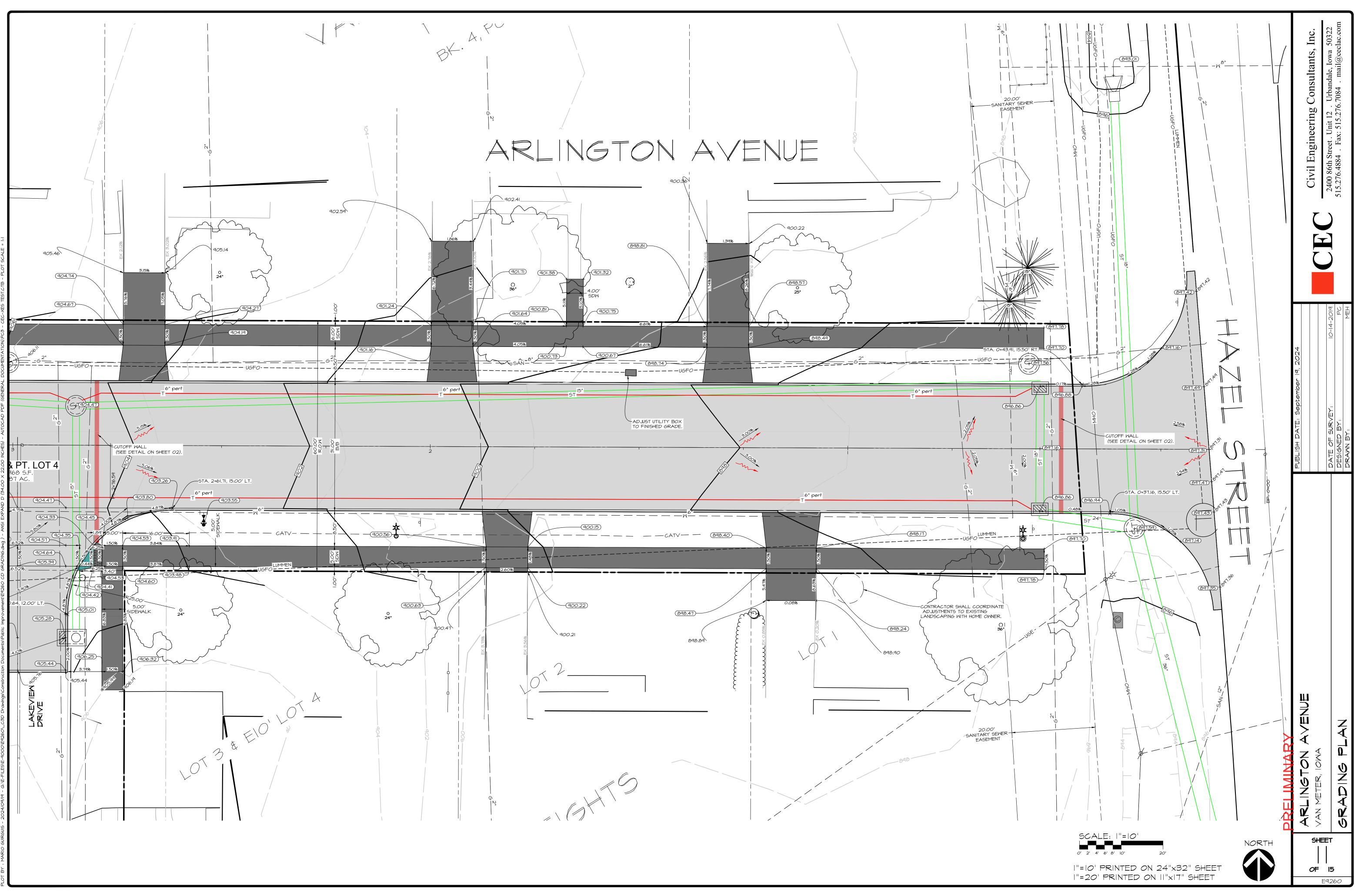


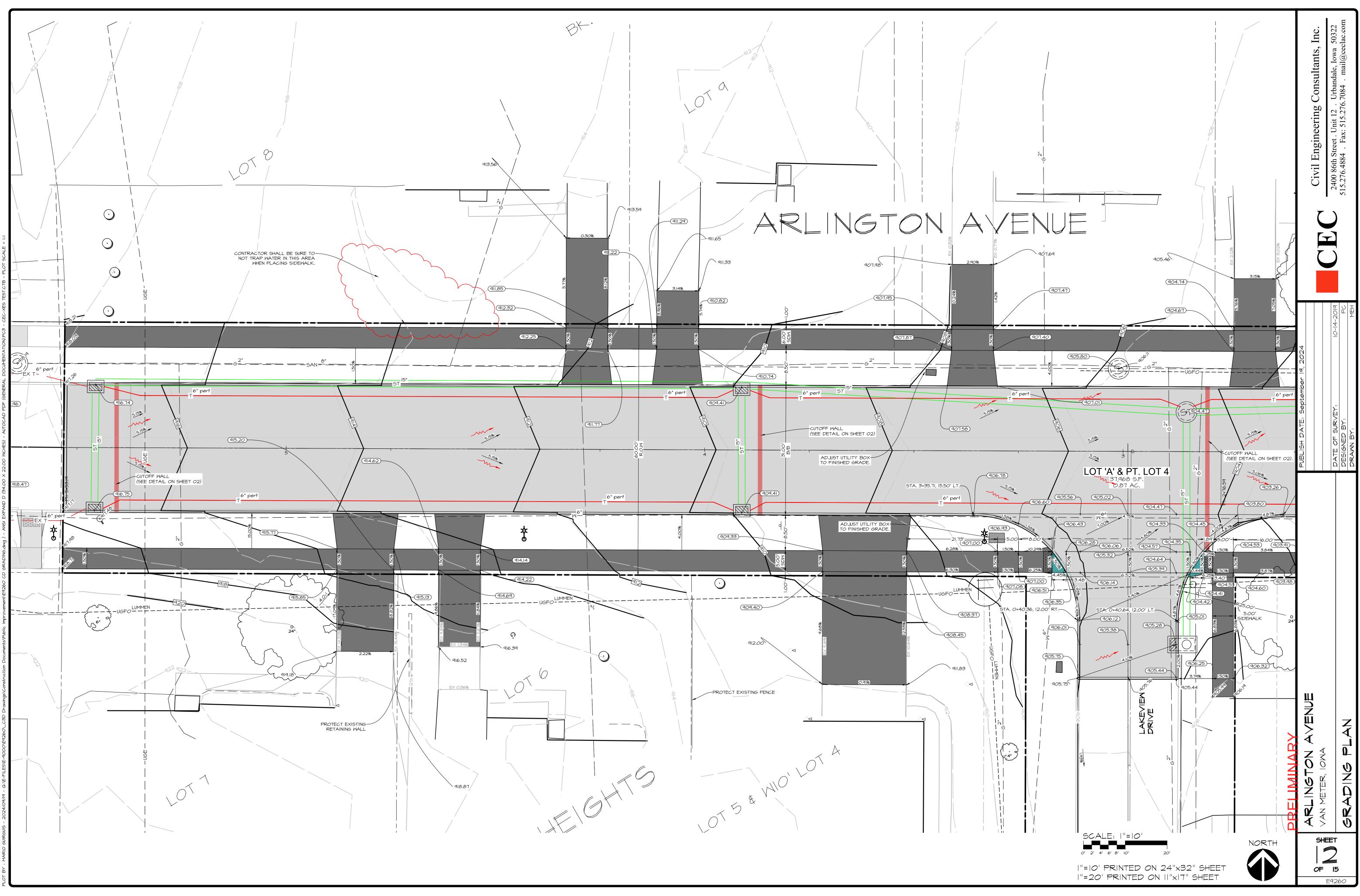


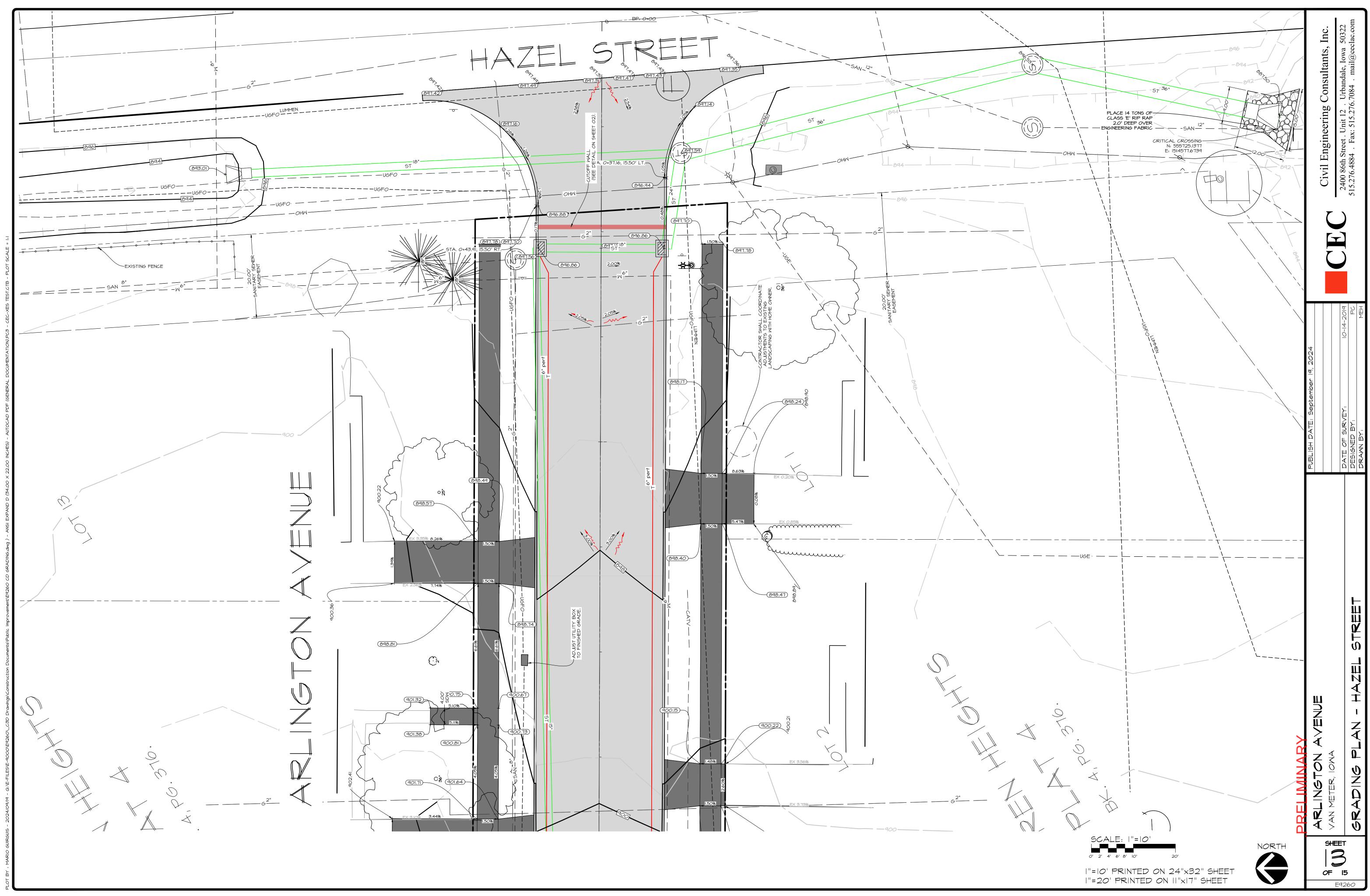


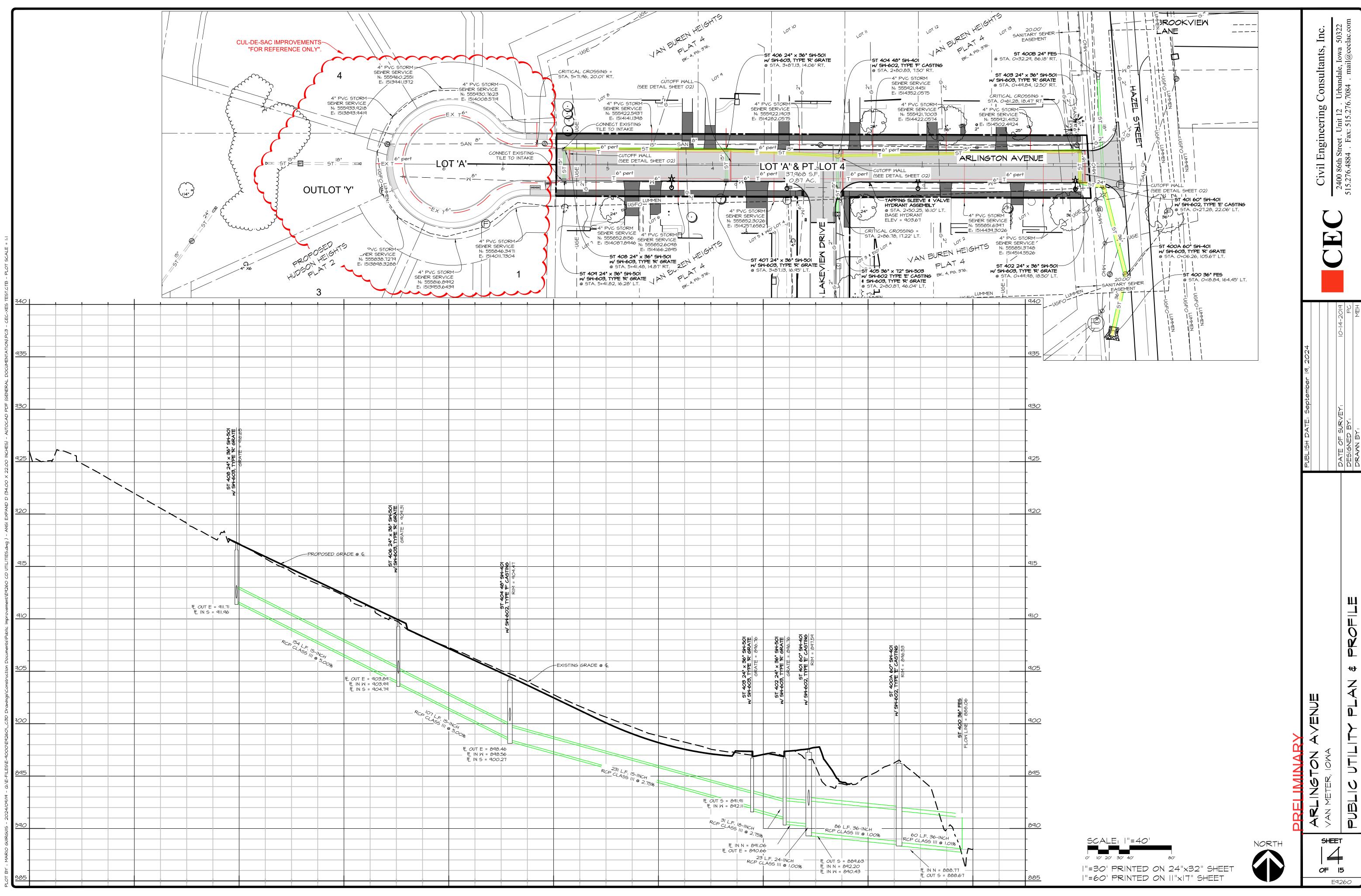


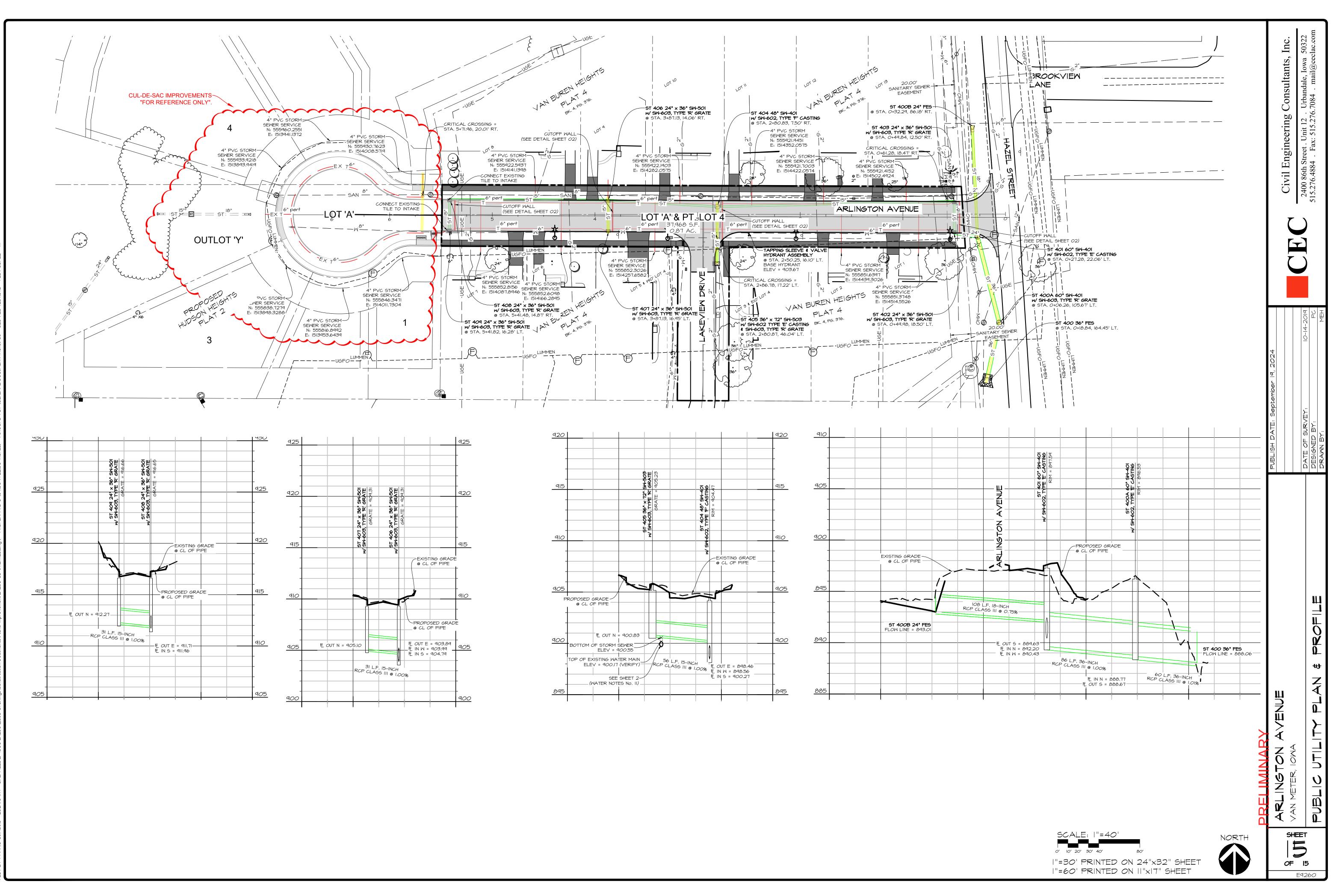




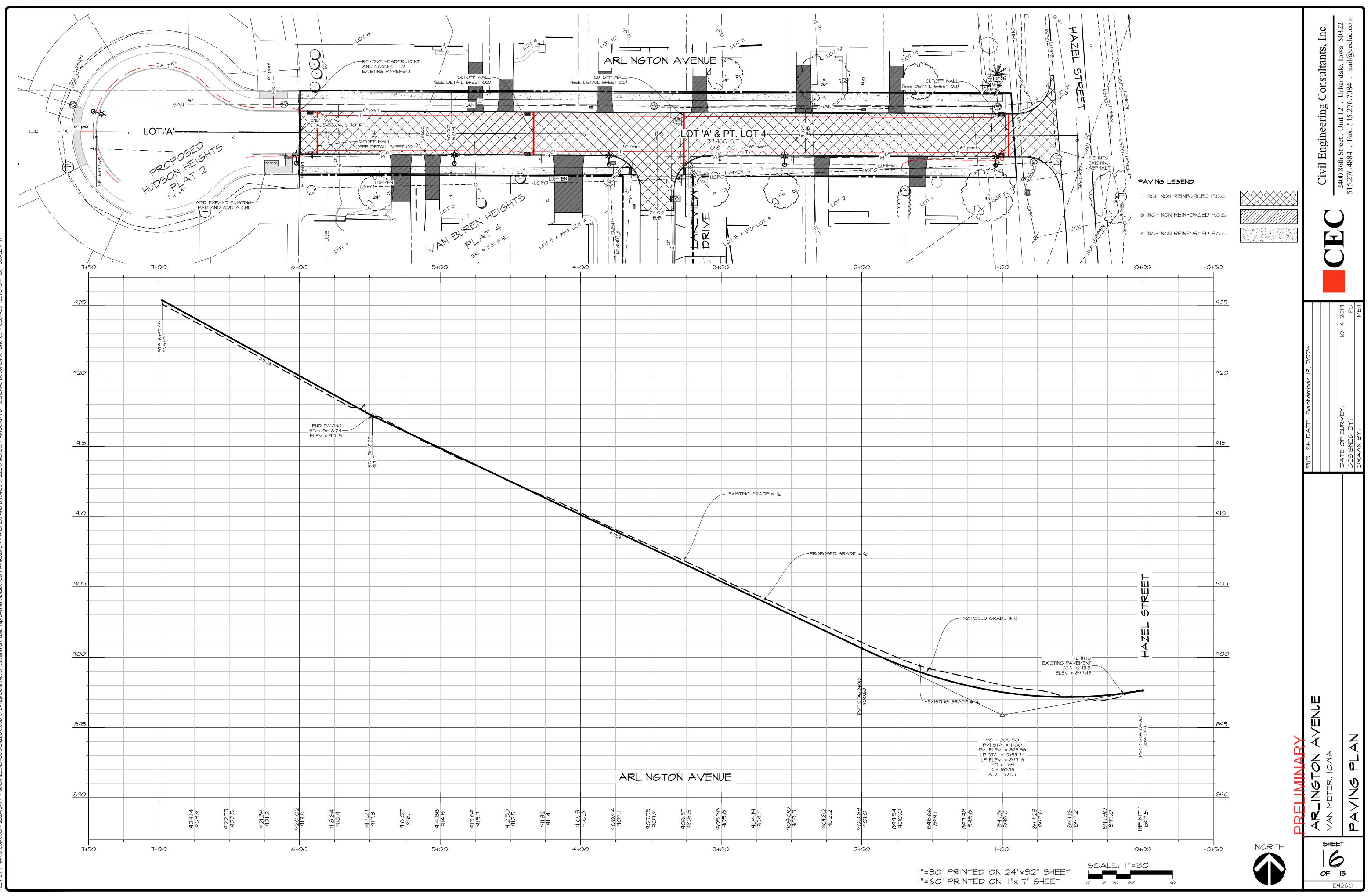


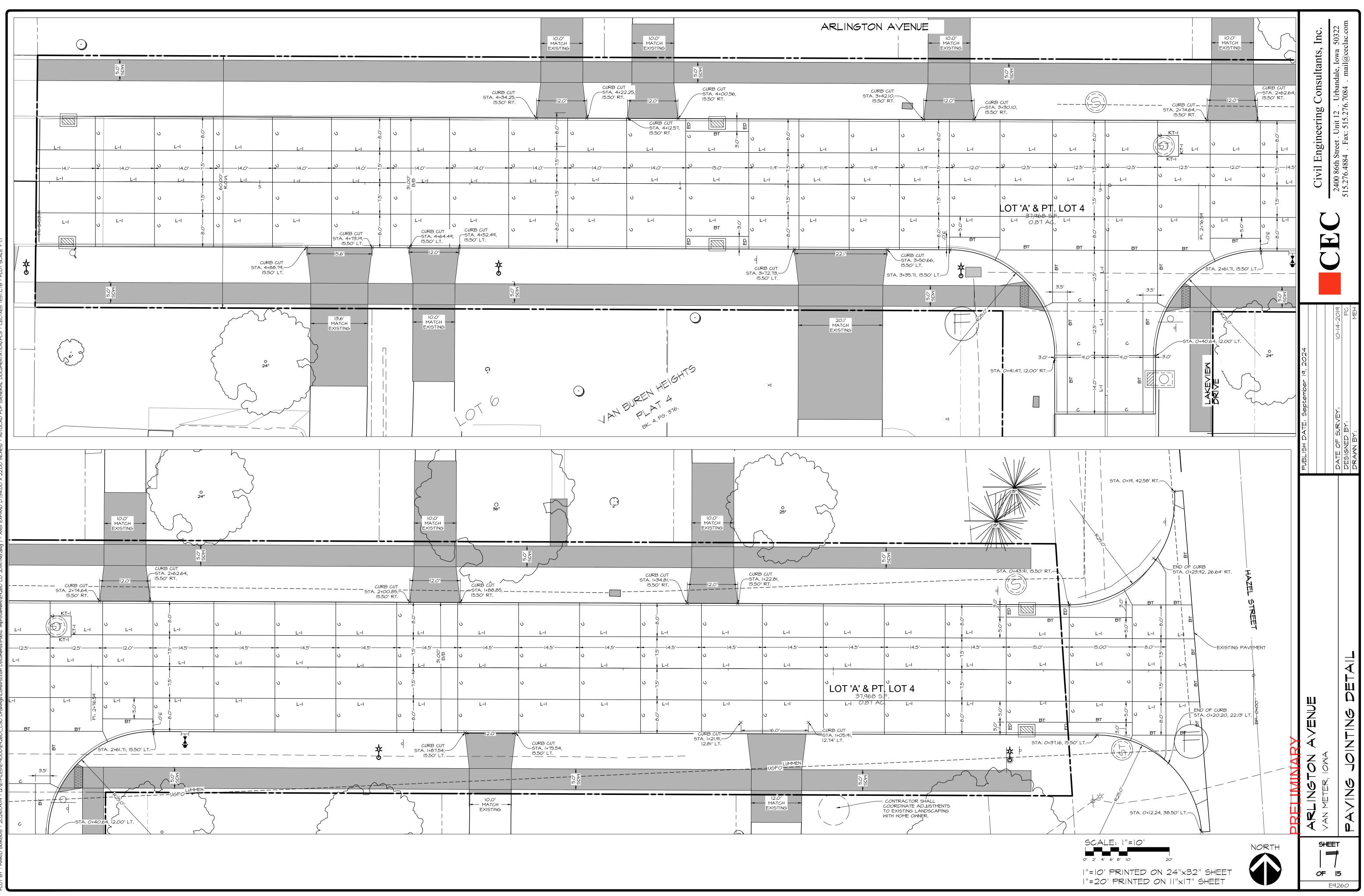






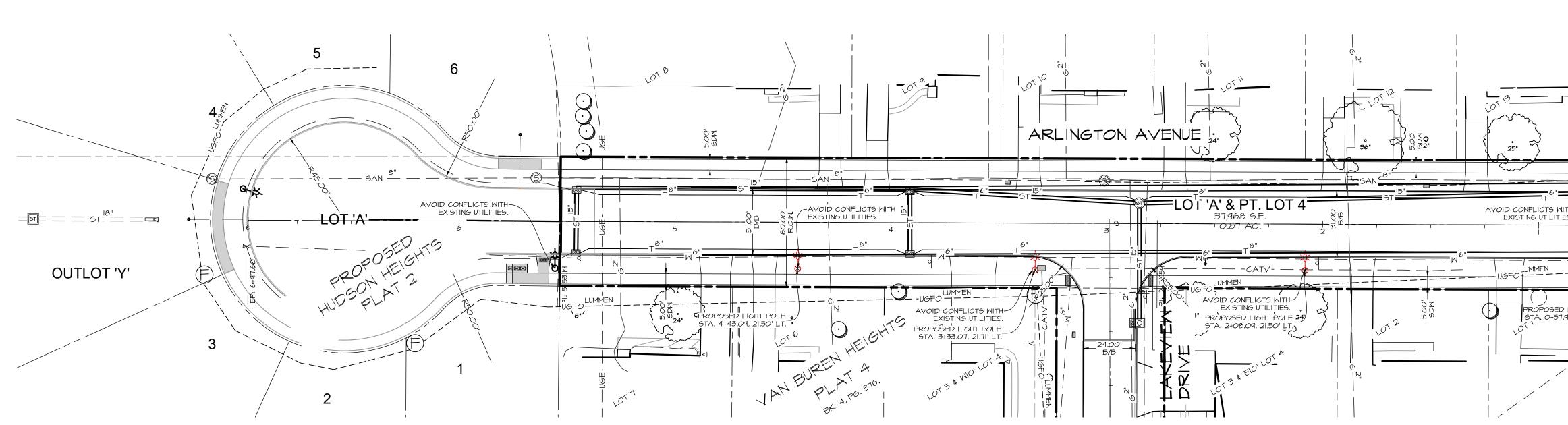
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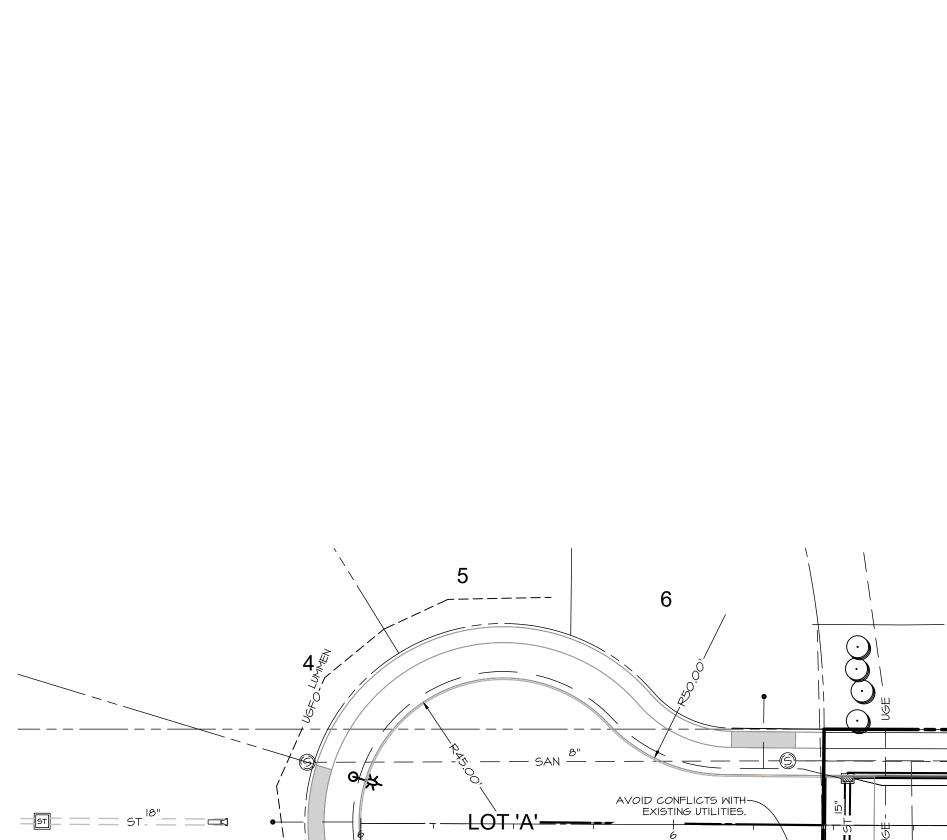


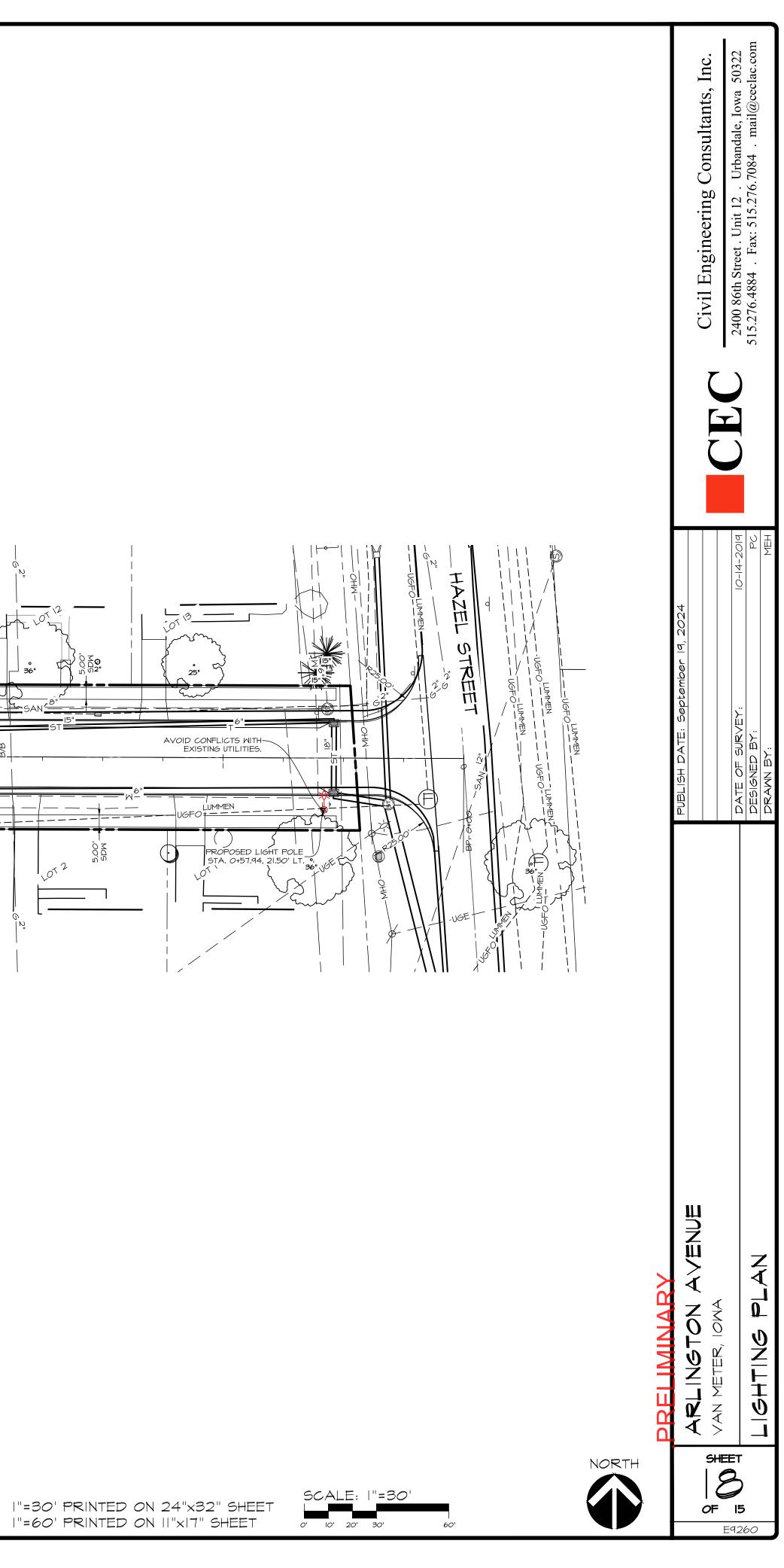


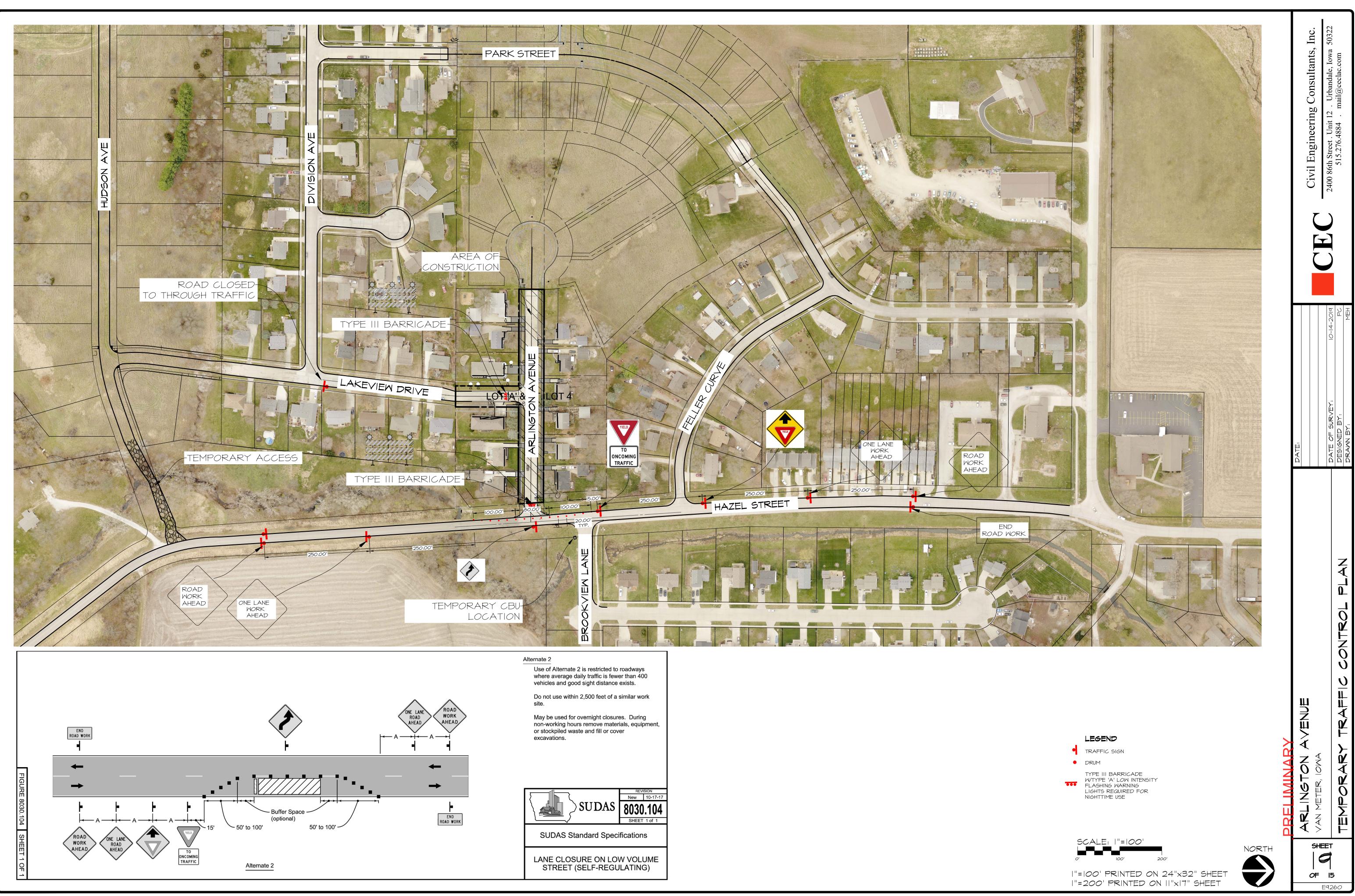
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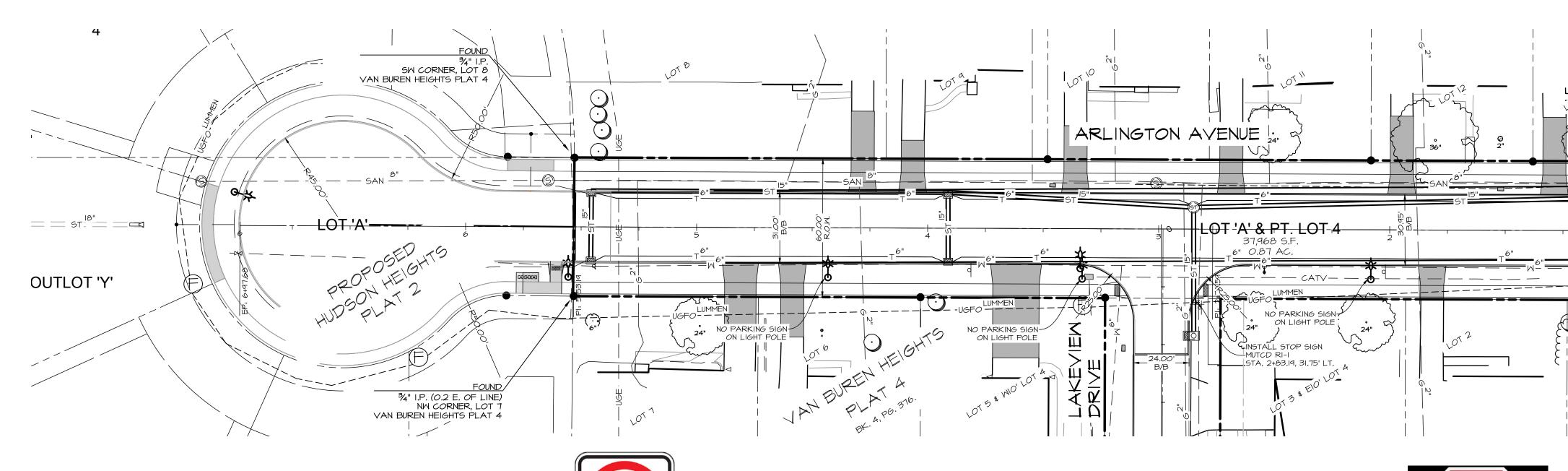
















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	Image: All and all an	HAZEL STREET UGFOLUMMEN
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ARLING ARLING VAN METER	PUBLISH DATE: September 19, 2024	Civil Engineering Consultants, Inc.
0		2400 86th Street . Unit 12 . Urbandale, Iowa 50322 15.276.4884 . Fax: 515.276.7084 . mail@ceclac.com



VEENSTRA & KIMM INC. 3000 Westown Parkway West Des Moines, Iowa 50266 515.225.8000 // 800.241.8000 www.v-k.net

March 1, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160 VAN METER, IOWA WATER MAIN REPLACEMENT AGREEMENT FOR PROFESSIONAL SERVICES This letter is a follow-up to the authorization by the City Council to move forward with the design Enclosed are two copies of a proposed agreement for design services. The agreement includes the design of the Phase 1 improvements located from Hazel Street to VanBuren Drive from and anticipated construction of the initial phases of the Water Main Replacement project. DeSoto Road to Arlington Avenue.

available to the City. However, the City has not determined exactly how much it would be willing The Citys long term goal is to replace most, if not all, of the water mains in the older part of the City. It is recognized that complete replacement at this time is likely beyond the resources to spend on the initial improvement project.

in what is generally referred to as Phase 2 area. The scope of the design does not cover the entire The writer has included in the agreement the design of a portion of the water main replacement includes Hazel Street from DeSoto Road to Main Street, Pleasant Street from Second Avenue to the walkover inspection on February 15, 2024 Drew McCombs generally identified this area his Hazel Street to Pleasant Street and Progress Drive from Hazel Street to Second Avenue. During older area of the City. Rather the design covers the western part of Phase 2. The Phase 2 work north of Locust Street, Main Street from DeSoto Road to Pleasant Street, Second Avenue from second priority area once Phase 1 is completed.

project. Any services during construction would be provided by an amendment to the agreement. The agreement is structured so the City can approve the design of only Phase 1 or both Phase 1 and Phase 2 improvements. The agreement covers work through the design and bidding of one

Liz Faust March 1, 2024 Page 2

rather than trying to estimate the appropriate scope of construction engineering services at this contracted to Veenstra & Kimm Inc. is undetermined, it appears preferable to use this approach Because the scope and timing of construction of Phase 1 and the extent of work that would be time.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

XW J

H. R. Veenstra Jr

HRVJr:crt 193 Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES CITY OF VAN METER, IOWA
WAIEK MAIN KEPLACEMENT
THIS AGREEMENT, made this day of day of, 2024 by and between the CITY OF VAN METER, IOWA, hereinafter referred to as the CITY, party of the first part, and VEENSTRA & KIMM, INC. of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the ENGINEERS,
WITNESSETH, THAT WHEREAS, the City is planning for the design and construction of new water mains in the older portion of the City and
WHEREAS, the City has identified a priority based program of water main improvements and
WHEREAS, the City has determined it appropriate to move forward with the design of Phase 1 and potentially Phase 2 of the Water Main Replacement program with said project being referred to as the Water Main Replacement - Phase 1 and Water Main Replacement - Phase 2 or project and
WHEREAS, the City desires to retain the services of the Engineers for design services for the project.
<b>NOW, THEREFORE</b> , it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms and conditions:
1. SCOPE OF PROJECT. It is understood and agreed the scope of the Project shall consist of:
<ul> <li>a. Phase 1 New water mains to replace the existing water main at the following locations:</li> <li>i Hazel Street from Arlington Avenue to DeSoto Road</li> <li>ii Feller Curve from Hazel Street to Van Buren Drive</li> <li>iii Van Buren Drive from DeSoto Road to SW of Feller Curve</li> </ul>
iv DeSoto Road from Hazel Street to approximately West City limits v Water main crossing at the intersection of Hazel Street and DeSoto Road
<ul> <li>b. Phase 2 New water mains to replace the existing water main at the following locations:</li> <li>i Hazel Street from DeSoto Road to Main Street</li> <li>ii Pleasant Street from Second Avenue to north of Locust Street</li> </ul>
iii Indairi Sureet irom hazel Sureet to Freasant Sureet iv Progress Drive from Hazel Street to Second Avenue

2.	DESIGN SERVICES. The design services for the Project shall include the following:
	a. Preparation of the preliminary and final plans and specifications for the Water Main Phase 1 Improvements.
	b. Preparation of the preliminary and final plans and specifications for the Water Main Phase 2 Improvements.
	c. During the course of design the City will determine whether the Phase 1 and Phase 2 design will be prepared as separate plans and specifications or if the two projects will be combined in a single set of plans and specifications.
'n	<b>DESIGN SURVEYS</b> . The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications.
4.	<b>EASEMENT ACQUISITION DOCUMENTS</b> . The Engineers shall complete the necessary surveys and prepare plats and legal descriptions for the acquisition of easements necessary for construction of the water main.
'n	<b>DESIGN CONFERENCES AND REPORTS</b> . The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
ف	<b>PLANS AND SPECIFICATIONS</b> . The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.
<u>к</u>	<b>ESTIMATE OF COST</b> . The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to be constructed within available budget limitations.
œ	<b>PERMITS AND LICENSES</b> . The Engineers shall provide copies of the plans and specifications for review by the lowa Department of Natural Resources and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.

	BIC the	<b>BIDDING SERVICES</b> . During the bidding phase of the Project the Engineers shall provide the following services:
	B	Distribute plans and specifications to contractors and vendors at no charge.
	Ö	Answer contractor and vendor questions.
	ن	lssue any necessary addendum to the plans and specifications.
	ġ.	Attend the bid opening, prepare a bid tabulation and make recommendation to the City on award of contract.
	Ġ	Attend the City Council meeting at which the award of contract will be considered.
	ц,	Prepare contract documents, including contracts and bonds and coordinate the signature by contractor and City.
	ь <u>о</u>	Distribute executed contract documents.
	ب	Prepare and conduct preconstruction conference.
10.	dra dra dra	<b>RECORD DRAWINGS</b> . At the completion of construction the Engineer shall prepare record drawings showing the as constructed. The City will be provided two full size sets of record drawings, two half size sets of record drawings and an electronic copy of the record drawings in .pdf file format.
11.	Pro	<b>CONSTRUCTION ADMINISTRATION SERVICES</b> . During the construction phase of the Project the Engineer shall provide the following construction administration services:
	o	Coordinate construction with the contractor, including answering inquiries from the contractor, City and general public.
	р.	Provide construction staking as necessary for Project.
	Ċ.	Prepare necessary change orders and coordinate the approval of change orders.
	ġ.	Determine the monthly quantities of work completed and prepare and process partial payment applications to the City.

## 12. RESIDENT REVIEW SERVICES.

- review of work of the Contractors and materials to assure compliance with the plans Provide resident review services understood to include the detailed observation and and specifications. Resident review services shall include appropriate inspections, including those that require climbing of the water tower during and following construction. . თ
- and/or engineering technicians to the Project for such periods reasonably required to The Engineers shall provide resident review services by assigning resident engineers 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. ġ.
- reviewer trained and experienced with the erection and coating of water towers. Resident review services under this Agreement shall be provided by a resident ن
- 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 Owner when construction substantially complies with the plans and specifications. 13.
- RESPONSIBILITIES OF THE CITY. The City shall furnish available information on the existing water system that would be beneficial for the engineers during the design of the project. 14.
- NOTICE TO PROCEED. The Notice to Proceed for work under this Agreement shall be as follows: 15.
- a. Design of New Water Main. Approval of this Agreement.
- COMPENSATION. The preliminary and final design for the Project shall be completed as follows: 16.
- for the Phase 1 improvements shall be on the basis of the Engineers' standard hourly permit applications as set forth in 3. DESIGN SERVICES through 9. BIDDING SERVICES fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Thiry-nine Thousand Two Hundred Fifty-eight and 00/100 Dollars The fee for services for design, preparation of the plans and specifications, and (\$39,258.00). <del>.</del>

- for the Phase 2 improvements shall be on the basis of the Engineers' standard hourly permit applications as set forth in 3. DESIGN SERVICES through 9. BIDDING SERVICES fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Thiry-nine Thousand Two Hundred Fifty-eight and 00/100 Dollars The fee for services for design, preparation of the plans and specifications, and (\$39,258.00). å
- services, resident review and final review as set forth in 10. RECORD DRAWINGS The fee for services during construction including, construction administration agreement or amendments to agreement to be approved prior to the start of through 13. FINAL REVIEW shall be set forth in a subsequent amendment to construction of any improvements designed under this agreement. Ċ
- the Engineers shall show the total fees due, the amounts paid to date and the balance of METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the amount of the contract. 17.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

- SERVICES NOT INCLUDED. Services not included in this Agreement include the following: 18.
- a. Property acquisition.
- Services associated with any arbitration or litigation that may arise in conjunction with the construction of the Project for which the City may be named a party. þ.
- ത notice to the Engineers at least ten (10) working days before the termination date. In this TERMINATION OF AGREEMENT. If, through any cause, the Engineers shall fail to fulfill in timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed. 19.
- ASSIGNABILITY. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City. 20.
- Nothing in this Agreement shall be construed as restricting the right of the Engineers to TITLE TRANSFER. The products of this Agreement shall be the property of the City. retain in their possession copies of the products of this Agreement. 21.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

- The Engineers shall have the right to communicate directly with IDNR during the progress individual or organization by the Engineers without the prior written approval of the City. assembled by the Engineers under this Agreement shall be made available to any CONFIDENTIALITY. No reports, information and/or data given to or prepared or of the Agreement to achieve a timely review and approval of the Project. 22.
- insurance companies licensed to do business in the State of lowa, upon which the Owner 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. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by 23.

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 Owner is not to be named as an additional insured	

\*\*\*Claims made basis

- employees' errors, omissions or negligent acts for services under this Agreement, and for harmless from any and all claims, settlements, and judgments, to include all reasonable all injury and/or death to any and all of the Engineers' personnel, agents, servants, and damage, and/or death arising out of the Engineers' or any of its agents', servants', and investigative fees, attorneys' fees, suit and court costs for personal injury, property INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the City employees occurring under the Workers' Compensation Act of the State of Iowa 24.
- responsible for any errors or deficiencies. This provision shall not apply to changes in the ERRORS OR DEFICIENCIES. The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant. 25.
- required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and agreement by the City and the Engineers. In the event that any additional services are MODIFICATIONS TO AGREEMENT. This Agreement may be modified upon written 26.

	the Engineers. The scope of additional services, and fees to be charged, shall be s in any such written authorization. Additional services to be provided by the Engin after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation of services that may be mutually agreed upon by the City and Engineers.	the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
27.	LEGAL SERVICES. The City shall provide the matters pertaining to this type of project attorney and shall comply with his require procedures relative to them.	LEGAL SERVICES. The City shall provide the services of an attorney experienced in legal matters pertaining to this type of 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.
28.	<b>COMPLETENESS OF CONTRACT</b> . This document contain Agreement. Any alterations shall be invalid unless mad and incorporated as an amendment to this Agreement.	<b>COMPLETENESS OF CONTRACT</b> . This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.
The ur choug co wrii	The undersigned do hereby covenant and state though each were an original and that there are committing in this instrument.	The undersigned do hereby covenant and state that this Agreement is executed in duplicate as chough each were an original and that there are no oral agreements that have not been reduced co writing in this instrument.
t is fu upon « ɔy or ł	t is further covenanted and stated that there ar upon or resulting from the execution of this Agre by or for any party to this Agreement.	t 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 oy or for any party to this Agreement.
<b>N WI</b> T	N WITNESS WHEREOF, the parties hereto have lirst written above.	<b>N WITNESS WHEREOF</b> , the parties hereto have hereunto subscribed their names on the date irst written above.
CITY C	CITY OF VAN METER, IOWA	ATTEST:
34	Mayor	By City Clerk
/EENS	/EENSTRA & KIMM, INC.	ATTEST:
E Second	Project Manage	By Patte Jast Roth

-7-

### VEENSTRA & KIMM, INC. HOURLY RATES BY EMPLOYEE CLASSIFICATION 2022 - 2024

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Services II	
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Services IV	
Services V	5.00
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g Specialist II	9.00
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# REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone. 75.00	75.00
MileageIRS Rate	IRS Rate

### CITY OF VAN METER WATER MAIN REPLACEMENT FEE DETERMINATION

### 1-Mar-24

## Water Main Replacement - Phae 1

Labor Classification	Estimated Hours	Hourly Rate	Estimated Fee
Project Manager	16	\$220	\$3.520
Design Engineer IV	40	\$150	\$6,000
CADD Tech I	120	\$122	\$14,640
Field Technician I - Survey	60	\$110	\$6,600
Survey Tech	12	\$72	\$864
Surveyor I	00	\$148	\$1,184
Clerical I	40	06\$	\$3,600
Labor Subtotal	296		\$36,408
Direct Expenses			
Mileage, Printing, etc.			\$750
Survey Equipment			\$2,100
Direct Expenses Subtotal			\$2,850
Total			\$39,258

## Water Main Replacement - Phase 2

Labor Classification	Estimated Hours	Hourly Rate	Estimated Fee
Project Manager Design Engineer IV	16 40	\$220 \$150	\$3,520 \$6.000
CADD Tech I	120	\$122	\$14,640
Field Technician I - Survey	99	\$110	\$7,260
Survey Tech	12	\$72	\$864
Surveyor 1	8	\$148	\$1,184
Clerical I	32	\$90	\$2,880
Labor Subtotal	294		\$36,348
Direct Expenses			
Mileage, Printing, etc. Survey Equipment			\$750 \$2,310
Direct Expenses Subtotal			\$3,060
Total			\$39,408



**VEENSTRA & KIMM INC.** 

3000 Westown Parkway West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

September 20, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

VAN METER, IOWA WATER MAIN REPLACEMENT PROJECT SCOPE PROJECT BIDDING SCHEDULE

The City authorized Veenstra & Kimm, Inc. to design the first two full phases of the Water Main Replacement project. As part of the design it was recognized the City's primary goal would be to construct the Phase 1 improvements. If funds are available, some portion of Phase 2 would be constructed as part of the construction contract for Phase 1. Any portion of Phase 2 that is not part of the original construction contract would be constructed in the future as funds are available.

The Phase 1 area involves the water main replacement on Hazel Street, Feller Curve, Van Buren Drive and DeSoto Road. Phase 2 would involve work along Hazel Street and Pleasant Street north of DeSoto Road.

To provide the City the most flexibility in determining the scope of the project to construct. Veenstra & Kimm, Inc. would recommend bidding the project as a base bid for Phase 1 and three alternates that would constitute Phase 2. The alternates would progress from south to north in the logical order the water main replacement would be constructed.

Enclosed is a drawing showing the proposed base project and the three alternates. The base project would include the four streets in Phase 1.

Alternate 1 would involve the continuation of the water main replacement on Hazel Street from DeSoto Road to Main Street and east on Main Street to Pleasant Street. Alternate 2 would include the replacement of the water main on Pleasant Street from Main Street to Second Avenue. The

Liz Faust September 20, 2024 Page 2

replacement of the water main on Second Avenue from Hazel Street to Main Street and construction of a new water main on Progress Drive. Alternate 3 would involve a continuation of the water main replacement on Pleasant Street from Main Street to north of Locust Street.

The exact scope of each of the three alternates included in Phase 2 can be adjusted if the City would prefer. The only caveat is the logical progression of the water main is from south to north.

Bidders will be required to submit a bid on the base project in each of the three alternates. After the City receives bids, the City Council can determine the scope of the project that it will construct. If the City moves forward, the City would be obligated to award contract for the base bid. As currently structured the City could not reduce the scope of the base bid.

The City would have the choice to award contract for any or all of the alternates. The alternates could not be awarded independently of the base bid.

Although the City Council theoretically has the discretion to award any combination of alternates, the logical approach to the alternates is they would be awarded progressively in the order from Alternate 1 through Alternate 3. The City could award Alternate 1, Alternate 2, Alternate 1 and 3, or Alternates 1, 2 and 3. Although theoretically possible to award Alternate 2 alone, Alternate 3 alone or Alternate 2 and 3. These awards do not appear logical without the water main along Hazel Street identified as Alternate 1.

Veenstra & Kimm, Inc. is currently working to finalize the cost estimate for the base bid and each of the three alternates. The updated cost estimate will be sent under separate cover.

The proposed schedule for the project would call for the start of bidding on October 14, 2024. The proposed schedule for the bidding of the bidding of the project is as follows:

October 14, 2024	City Council to order construction and set date of hearing and letting
November 6, 2024	Receive and open bids at 11:00 a.m.
November 11, 2024	Public Hearing at 7:00 p.m.
November 11,2024	Review of bids and possible action to award contract

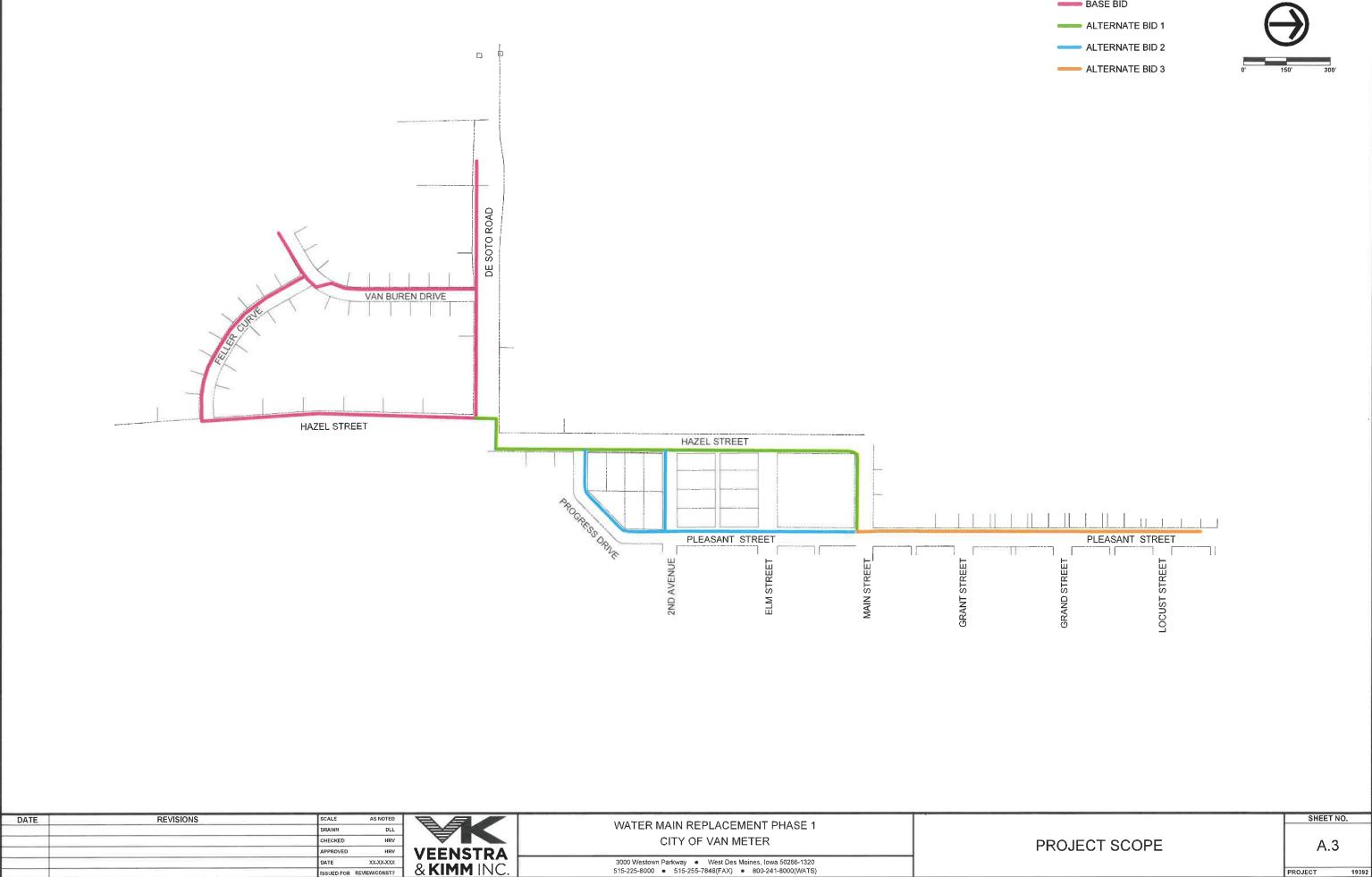
Veenstra & Kimm, Inc. is currently working on the Notice of Public Hearing and the Notice to Bidders. The Notice of Public Hearing and Notice to Bidders will be sent under separate cover during the week of September 23, 2024. If the City is intending to use any bond proceeds to fund the project, the notices should be transmitted to Dorsey & Whitney LLP with the request to prepare the proceedings for the project including the start of bidding on October 14, 2024. Liz Faust September 20, 2024 Page 3

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

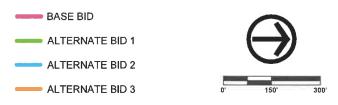
VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:crt 193 Enclosure Cc: Joe Herman Jessica Drake



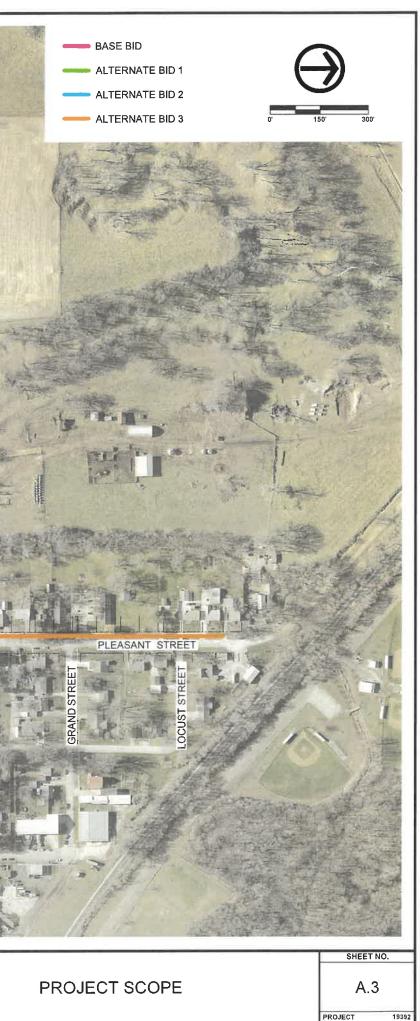
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DATE			MAIN STREET
	DRAWN DLL CHECKED HRV APPROVED HRV DATE XX-XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	WATER MAIN REPLACEMENT PHASE 1 CITY OF VAN METER 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-255-7648(FAX) • 800-241-8000(WATS)	

K.REFS: 19392 Topo & 19392 Survey Base & 19392-AERI FILE PATH: wdmshars/01000/193-Van\_Meter/0193-0092\_Water\_Main\_Repim



# Agenda Item #22

Discussion and Possible Action: Resolution #2024-129 to Provide for Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Water Main Replacement Project - Phase 1, and the taking of bids therefor

Submitted for: **Discussion and Possible Action** Information is included in the packet

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-129 to Provide for Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Water Main Replacement Project - Phase 1, and the taking of bids therefor

City Councilmember:	So moved.		
City Councilmember:	Second.		
Mayor: Roll Call Please.			
City Clerk: Akers Brott	Grolmus Pelz Westfall		



November 8, 2024

#### VIA EMAIL

Jessica Drake City Clerk/City Hall Van Meter, Iowa

> Re: Water Main Replacement – Phase 1 Project Our File No. 420352-33

Dear Jessica:

We have prepared and attach the necessary proceedings to enable the City Council to act at the November 11, 2024, meeting to set a date, time and place for the hearing and letting for the Water Main Replacement – Phase 1 Project.

The materials attached include the following items:

1. Resolution setting the dates for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Section 4 of the Resolution; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Section 7 of the Resolution.

2. Attestation Certificate attesting to the validity of the transcript.

3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be <u>published at least once</u>, not less than four (4) and not more than twenty (20) days prior to the date of the hearing in a legal newspaper of general circulation in the City. <u>The last date on which this notice can be effectively published is December 5, 2024</u>. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.



The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be <u>posted not less than thirteen (13) and not more than forty-</u> <u>five (45) days</u> prior to the date designated for receiving bids. <u>The last date on which this notice</u> <u>can be effectively posted is November 21, 2024</u>. The Notice to Bidders should be provided to the Construction Update Network by no later than December 20, 2024.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the engineer will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the City Clerk and/or the engineer will arrange for the Notice to Bidders to be posted on either the website of the Iowa League of Cities or the City's website (either of these postings will satisfy the requirements of the Iowa Code).

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond, Erin Regan, Lauren Baker or me.

Best regards,

John P. Danos

Attachments

cc: Liz Faust Bob Veenstra Jr. Patti Jass

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

420352-33 (NHL)

Van Meter, Iowa

November 11, 2024

The City Council of the City of Van Meter, Iowa, met at the \_\_\_\_\_, Van Meter, Iowa, on November 11, 2024, at \_\_\_\_\_ o'clock \_\_\_.m.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

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

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

The City Council took up and considered the proposed Water Main Replacement – Phase 1 Project. Council Member \_\_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_\_. After due consideration thereof by the 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 motion duly carried and the resolution adopted, as follows:

#### RESOLUTION NO. 2024-129

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Water Main Replacement – Phase 1 Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Van Meter, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Veenstra & Kimm, Inc. (the "Project Engineers"), which may be hereafter referred to as the "Water Main Replacement – Phase 1 Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. December 9, 2024, at 7:00 p.m., at the United Methodist Church, 100 Hazel Street, Van Meter, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the hearing. The Notice of Hearing shall be in substantially the following form:

#### (Form of Notice of Hearing)

#### NOTICE OF PUBLIC HEARING

#### NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE WATER MAIN REPLACEMENT – PHASE 1 FOR THE CITY OF VAN METER, IOWA

At 7:00 P.M. on the 9th day of December 2024, the City Council of the City of Van Meter, lowa will, in said Van Meter United Methodist Church, 100 Hazel Street, Van Meter, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the Water Main Replacement – Phase 1 project.

The description of the project is as follows:

#### WATER MAIN REPLACEMENT – PHASE 1

Construct Water Main Replacement – Phase 1 including all labor, materials and equipment necessary for 3,492 linear feet of 8-inch water main installed by directional boring and open cut, hydrants, valves, water service line transfers, surface restoration, seeding, removal of existing hydrants, abandonment of existing water main, surface restoration, seeding and miscellaneous associated work, including cleanup.

The project is located southwest of the intersection of Hazel Street and DeSoto Road in the City of Van Meter, Iowa.

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

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

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 11:00 a.m., on December 4, 2024, at the City Hall, Van Meter, Iowa. At such time and place, the City Council hereby delegates to the City Administrator, City Clerk, and/or the Project Engineers the duty of opening and announcing the results of the bids received. December 9, 2024, at 7:00 p.m., at the United Methodist Church, 100 Hazel Street, Van Meter, Iowa, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

#### (Form of Notice to Bidders)

#### NOTICE TO BIDDERS

### NOTICE OF TAKING BIDS FOR THE WATER MAIN REPLACEMENT – PHASE 1 FOR THE CITY OF VAN METER, IOWA

Sealed proposals will be received by the City Clerk of the City of Van Meter, Iowa, at the City Hall, 505 Grant Street, P.O. Box 160, Van Meter, Iowa, before 11:00 A.M. on the 4th day of December 2024 for the construction of the Water Main Replacement – Phase 1, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said City Hall by the City Administrator and Project Engineer at the time, date and place specified above.

Also, at 7:00 P.M. on the 9th day of December 2024, the City Council of the City of Van Meter, Iowa will, in said Van Meter United Methodist Church, 100 Hazel Street, Van Meter, Iowa, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

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

#### WATER MAIN REPLACEMENT – PHASE 1

Construct Water Main Replacement – Phase 1 including all labor, materials and equipment necessary for 3,492 linear feet of 8-inch water main installed by directional boring and open cut, hydrants, valves, water service line transfers, surface restoration, seeding, removal of existing hydrants, abandonment of existing water main, surface restoration, seeding and miscellaneous associated work, including cleanup.

The project is located southwest of the intersection of Hazel Street and DeSoto Road in the City of Van Meter, Iowa.

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

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

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

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

At a hearing on December 9, 2024 at 7:00 p.m. at the Van Meter United Methodist Church, 100 Hazel Street, Van Meter, Iowa, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the Iowest responsible bidder submitting the Iowest responsive bid, which shall be determined without regard to state or Iocal law whereby preference is given on factors other than the amount of the bid. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

#### DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

The work will commence within ten (10) calendar days as set out in written Notice to Proceed and shall be substantially completed, including surface restoration, no later than September 1, 2025.

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

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and material delivered to the site during the preceding calendar month less penalties. Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

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

Electronic bidding is not available at this point.

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

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266.

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

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved November 11, 2024.

Mayor

Attest:

City Clerk

#### **ATTESTATION CERTIFICATE:**

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the Water Main Replacement – Phase 1 Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

City Clerk

#### NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the Water Main Replacement – Phase 1 Project, the Notice of Hearing, 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 \_\_\_\_\_\_, 2024.

City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

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

### NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
DALLAS COUNTY
CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Water Main Replacement – Phase 1 Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

#### NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA DALLAS COUNTY CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Water Main Replacement – Phase 1 Project, the Notice to Bidders provided for therein was posted on the website of the Iowa League of Cities and/or on the City's website on \_\_\_\_\_, 2024.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the Iowa League of Cities and/or a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).

# Agenda Item #23

Discussion and Possible Action:

Resolution #2024-130 Approving a Contract for Design Services with Veenstra & Kimm -Microsoft Project

Submitted for: **Discussion and Possible Action** Information is included in the packet

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2024-130 Approving a Contract for Design Services with Veenstra & Kimm - Microsoft Project

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

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_

#### Resolution #2024-130

#### "A Resolution to Approve an Agreement for Design Services - Veenstra & Kimm - Microsoft Project"

**Whereas,** the City of Van Meter is currently in negations with Microsoft Corporation on a Development Agreement that will include several infrastructure projects; and

Whereas, it is the desire of both parties to start design on the infrastructure projects; and

**Whereas**, the City of Van Meter has previously engaged Veenstra & Kimm in a limited agreement for professional services for design services relating to these projects; and

**Whereas**, the City Administrator recommends entering into a broader design services agreement with Veenstra & Kimm relating to the Microsoft infrastructure projects ; now

**Therefore**, be it resolved that the Van Meter City Council approves the Agreement for Design Services with Veenstra & Kimm for the design of infrastructure relating to the Microsoft projects.

**Be it further resolved;** the Van Meter City Council authorizes the Mayor, the City Administrator and staff to perform the necessary steps in executing the agreement.

Passed this 11<sup>th</sup> day of November, 2024

Mayor

City Clerk



VEENSTRA & KIMM INC. 3000 Westown Parkway West Des Moines, Iowa 50266

> 515.225.8000 // 800.241.8000 www.v-k.net

November 5, 2024

Liz Faust City Administrator City of Van Meter 310 Mill Street P.O. Box 160 Van Meter, Iowa 50261-0160

WASTEWATER RECLAMATION AUTHORITY MICROSOFT PUBLIC IMPROVEMENTS AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed is the proposed agreement between the City of Van Meter and Veenstra & Kimm, Inc. for the design and construction engineering related services for the Microsoft Public Improvements. All of the costs in the Agreement for Professional Services have been factored into the \$30,100,000 contribution by Microsoft to fund the public improvements.

To meet the proposed schedule for 2025 projects the design of the two critical road projects identified as Project 7 and Project 10, should start by mid-November 2024. Design of the balance of the projects can wait until the Development Agreement is approved.

The enclosed draft of the agreement includes two procedural modifications design to allow limited design to move forward until the Development Agreement is approved and the escrow account is funded. First, the Notice to Proceed section has been changed to indicate approval of the agreement is authorization to proceed with the design for only Project 7 and Project 10. These projects involve F90 from Ute Avenue to Tabor Road and the improvements to Tabor Road and 365<sup>th</sup> from Tabor Road to ¼ mile west of Seneca Avenue. Under the updated agreement the City will need to issue a separate Notice to Proceed for the balance of the design. The intent is that Notice to Proceed would be issued after the Development Agreement has been approved.

The second modification is under the payment provision a paragraph has been added indicating for Project 7 and Project 10, the City would not be obligated to pay the design invoices until the Development Agreement is approved and the escrow account funded.

The section also indicates if the Development Agreement has not been approved and funded by January 31, 2025 the Engineers could temporarily suspend design services. The writers thought behind this paragraph is if it appears there will be lengthy delay in approving the Development Agreement

#### BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS

Liz Faust November 5, 2024 Page 2

and funding of the escrow account it would appear equitable to suspend design services and not require Veenstra & Kimm, Inc. to continue to work with no certainty regarding the payment of invoices. On the other hand, if there is only a minor delay Veenstra & Kimm, Inc. would continue work on the design services for the project.

The enclosed draft of the agreement also includes two substantive changes since the last draft of the agreement transmitted in mid-October. The first change is to modify the scope of the sanitary sewer project. Microsoft has requested sanitary sewer be extended easterly to appoint approximately ¼ mile west of Seneca Avenue. Because this reach of 365<sup>th</sup> will be paved and water main constructed along this reach, adding the design of the sanitary sewer has no impact on the design fee.

The second modification is to adjust the design fee and construction services to take into account the bridge repairs. The mid-October draft included a place holder conceptual line item for the bridge improvements. The cost for the bridge related improvements design is some what greater than anticipated in the place holder fee and the enclosed agreement includes the final fee. Again, the slight increase in the cost associated with the bridge repairs will result in a slight reduction in the contingency allowance.

The writer has not incorporated any modifications relative to the design of the water tower. Microsoft has requested the City to cost share and to consider alternative location. The cost share arrangement has no impact on the design fee. A change in the location of the water tower could result in a change in minor increase in the design cost if it is necessary to develop a Plat of Survey and create a separate parcel for the water tower. However, in the overall cost of design this change would have minimal impact and Veenstra & Kimm, Inc. is not proposing any adjustment. If it is necessary to adjust the scope of the project related to the water tower that issue can be addressed at a subsequent date by amendment to this agreement.

Veenstra & Kimm, Inc. is transmitting the enclosed agreement for review, comment, and consideration for approval. Approval of the agreement only automatically issues Notice to Proceed for the design of the two 2025 road projects. All other cost under the agreement would be subject to a separate Notice to Proceed.

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If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or <u>bveenstra@v-k.net</u>.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:mmc 40097 Enclosure CC: Jessica Drake

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### CITY OF VAN METER, IOWA MICROSOFT PUBLIC IMPROVEMENTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 by and between the CITY OF VAN METER, IOWA, hereinafter referred to as the CITY, party of the first part, and VEENSTRA & KIMM, INC. of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the ENGINEERS,

WITNESSETH, THAT WHEREAS, the City is finalizing the negotiation of a development agreement with Microsoft for the development of the Vision Park area, and

WHEREAS, as part of the development of the Microsoft project the City will need to construct certain public improvements, including road improvements, water system improvements and sanitary sewer improvements, and

WHEREAS, the City and Microsoft anticipate the development agreement will be approved before the end of calendar year 2024, and

WHEREAS, the public improvements for the Microsoft site will be constructed sequentially in calendar year 2025, 2026 and 2027, and

WHEREAS, to meet the schedule for the development of the Microsoft project certain public improvements will need to be constructed in 2025, and

WHEREAS, the City previously retained the Engineers to complete the preliminary topographic survey of two of the public improvements, and

WHEREAS, to meet the schedule requirements the City needs to move forward with the design and construction of the public improvements, and

WHEREAS, the City desires to retain the services of the Engineers for design services and construction engineering services for the Project.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms and conditions:

- 1. SCOPE OF PROJECT. It is understood and agreed the scope of the project consists of 12 separately identified public improvement projects generally described as follows:
  - 1. Water Main 365<sup>th</sup>: this project involves the design and construction of a 12-inch water main starting at the intersection of Richland Road and Bulldog Avenue and extending south and east along 365<sup>th</sup> to approximately Seneca Avenue.
  - 150,000 Gallon Water Tower: this project involves an approximately 150,000 gallon water tower to be located near the intersection of Richland Road and 365<sup>th</sup>.
  - Sanitary Sewer along 365<sup>th</sup>: this project involves a sanitary sewer starting at Richland Road and Bulldog Avenue and extending south to 365<sup>th</sup> and east along 365<sup>th</sup> to about 1,400 feet west of Seneca Avenue.
  - 4. 365<sup>th</sup> Paving Richland Road to Seneca Avenue: this project involves the paving of 365<sup>th</sup> from Richland Road to Seneca Avenue adjacent to the Microsoft project.
  - 5. F90 at Richland Road Intersection Improvements: this project involves improvements to the intersection of F90 and Richland Road. The improvements will include aligning Richland Road and improving the intersection. The tentative selection for the design concept for the intersection improvements is a roundabout. The design concept is subject to revision or modification during the design phase of the project.
  - 6. Realign Mill Street: this project involves the realignment of Mill Street to incorporate a curve that would connect Mill Street to Richland Road eliminating the tee intersection at the south end of Mill Street.
  - Tabor Road and 365<sup>th</sup> Road Improvements: this project involves paving of Tabor Road from F90 to 365<sup>th</sup> and the paving of 365<sup>th</sup> from Tabor Road to Seneca Avenue. The anticipated paving will be hot mix asphalt.
  - 8. F90 Reconstruction Jerry Street to Microsoft Entrance: this project involves the reconstruction of F90 from the intersection of Jerry Street to the proposed Microsoft entrance located east of Richland Road. This project involves the improvements to F90 on both the easterly and westerly side of the intersection improvements at F90 and Richland Road. It is anticipated the reconstruction will involve rubblizing the underlying PCC pavement and the installation of a new hot mix asphalt paving.
  - 9. Richland Road South of F90: this project involves the reconstruction and repaving of Richland Road on the south end of the intersection with F90 to the start of the new 365<sup>th</sup> pavement near the intersection with Bulldog Avenue.

- 10. F90 Reconstruction Tabor Road to Ute Avenue: this project involves the reconstruction of F90 from Tabor Road to Ute Avenue. It is anticipated the reconstruction will involve rubblizing the underlying PCC pavement and installing hot mix asphalt paving. This project includes deck and other critical repairs to the F90 bridge over the Raccoon River and the F90 bridge over the overland channel located west of the Raccoon River.
- 11. F90 Reconstruction Microsoft Entrance to Tabor Road: this project involves the reconstruction of F90 from the Microsoft entrance east or Richland Road to Tabor Road. It is anticipated the reconstruction will involve rubblizing the existing underlying PCC pavement and installing a hot mix asphalt pavement.
- 12. Pedestrian Crossing of F90: this project involves a concrete underpass for pedestrians located in the general vicinity of Jerry Street.
- 2. DESIGN SERVICES. The design services for the Project shall include the preparation of preliminary and final plans and specifications for each of the projects. It is anticipated a separate set of plans and specifications will be prepared for each of the 12 projects. During the course of the design the City and the Engineers may agree to the consolidation of projects or splitting of projects into more than one construction contract.
- 3. DESIGN SURVEYS. The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all surveys necessary for preparation of plans and specifications. The design surveys under this Agreement shall be integrated with the preliminary topographic survey of Project 7 and Project 10 previously authorized by the City under separate Agreement with the Engineers. Design surveys under this Agreement include the inspection and evaluation of the bridges on F90 over the Raccoon River and the Raccoon River Overflow Channel.
- 4. **PROPERTY ACQUISITION DOCUMENTS**. The Engineers shall complete the necessary surveys and prepare plats and legal descriptions for the acquisition of fee title interests and easements interests necessary for construction of each of the individual projects.
- 5. DESIGN CONFERENCES AND REPORTS. The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
- 6. COORDINATION WITH MICROSOFT. During the course of the Project the Engineers shall consult and coordinate with Microsoft and its representatives relative to the design, construction and schedule of individual projects.

- 7. COORDINATION WITH DALLAS COUNTY. Portions of several of the projects are located in unincorporated Dallas County. During the course of the design and construction of the project the Engineers shall consult with and coordinate with representatives of Dallas County.
- 8. PLANS AND SPECIFICATIONS. The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable construct each of the projects. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Unless otherwise agreed, a separate set of plans and specifications shall be prepared for each project. Appropriate sets of the review and final plans and specifications shall be provided to the City, Microsoft, Dallas County and other interested parties.
- 9. ESTIMATE OF COST. The Engineers shall prepare an estimate of cost for each construction contract. The estimate of cost shall be based on the Engineers best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers estimate of cost.
- 10. TRACKING OF COSTS. The Engineers shall prepare and maintain a master spreadsheet to track all costs related to construction and non-construction costs for each of the 12 public improvement projects. The City and Microsoft have determined the maximum costs for the public improvements is \$30,100,000, including the construction costs, engineering costs, property acquisition costs and appropriate legal and administrative costs. The Engineers shall regularly report to the City and Microsoft the current status of the total project costs in relationship to the original budget estimate. Updates of the project costs shall be provided whenever there is any identifiable confirmation of or a change in the project costs.
- 11. SCOPE OF PROJECT ADJUSTMENT. The City and the Engineers recognize the maximum cost for public improvements funded by Microsoft shall not exceed \$30,100,000. As work progresses the Engineers shall advise the City and Microsoft if it appears there are any cost overruns that would risk the cost of all 12 public improvement projects exceeding the maximum. If it appears there is a potential for the maximum costs to exceed \$30,100,000 the Engineers shall consult with the City on possible modifications and adjustments to the scope of certain project or to the funding of the project. The adjustments to projects will be prioritized as follows:

Project 11 Project 6 Project 12

- 12. PERMITS AND LICENSES. The Engineers shall provide copies of the plans and specifications for review by State and Federal agencies that would be required to review and grant a permit, license or other approval for construction of a project. Any fees for the construction permits shall be paid by the Owner. In the event the Engineers are requested to pay construction or other similar fees the City shall agree to reimburse the Engineers and such fees shall not be charged against the maximum fee under this Agreement.
- **13. BIDDING SERVICES**. During the bidding phase of the Project the Engineers shall provide the following services:
  - a. Distribute plans and specifications to contractors and vendors at no charge.
  - b. Answer contractor and vendor questions.
  - c. Issue any necessary addendum to the plans and specifications.
  - d. Attend the bid opening, prepare a bid tabulation and make recommendation to the City on award of contract.
  - e. Attend the City Council meeting at which the award of contract will be considered.
  - f. Prepare contract documents, including contracts and bonds and coordinate the signature by contractor and City.
  - g. Distribute executed contract documents.
  - h. Prepare and conduct preconstruction conference.

It is anticipated a separate bid letting will be held for each of the 12 projects.

- 14. **RECORD DRAWINGS**. At the completion of construction the Engineer shall prepare record drawings showing the as constructed. The City will be provided two full size sets of record drawings, two half size sets of record drawings and an electronic copy of the record drawings in .pdf file format.
- **15. CONSTRUCTION ADMINISTRATION SERVICES**. During the construction phase of the Project the Engineer shall provide the following construction administration services:
  - a. Coordinate construction with the contractor, including answering inquiries from the contractor, City and general public.
  - b. Provide construction staking as necessary for Project.

- c. Prepare necessary change orders and coordinate the approval of change orders.
- a. Determine the monthly quantities of work completed and prepare and process partial payment applications to the City.

#### 16. RESIDENT REVIEW 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. Resident review services shall include appropriate inspections, including those that require climbing of the water tower during and following construction.
- 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. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced with the erection and coating of water towers.
- 17. 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 Owner when construction substantially complies with the plans and specifications.
- **18. RESPONSIBILITIES OF THE CITY**. The City shall furnish available information on the existing water system that would be beneficial for the engineers during the design of the project.
- **19. NOTICE TO PROCEED**. Approval of this Agreement shall constitute Notice to Proceed to the Engineers for design of Project 7 and Project 10.

The City will issue a separate Notice to Proceed for the balance of the projects with that Notice to Proceed anticipated to occur no later than January 15, 2025. In the event Notice to Proceed is not issued by January 15, 2025 the schedule for completion of the design for projects, other than Project 7 and Project 10, will be evaluated and adjusted as appropriate.

**20. ANTICIPATED PROJECT SCHEDULE**. The City and Microsoft have agreed to a tentative schedule for construction of the 12 projects. The tentative schedule for the construction of the Projects is:

Project Number	Project Name	Year of Construction
1	Water Main – 365 <sup>th</sup>	2025
2	Water Tower	2026
3	Sanitary Sewer along 365 <sup>th</sup>	2025
4	365 <sup>th</sup> Paving Richland Road to Seneca Avenue	2026
5	F90 at Richland Road Intersection	2026
6	Realign Mill Street	2027
7	Tabor Road and 365 <sup>th</sup> Road Improvements	2025
8	F90 Reconstruction Jerry Street to Microsoft Entrance	2026
9	Richland Road south of F90	2026
10	F90 Reconstruction Tabor Road to Ute Avenue	2025
11	F90 Reconstruction Microsoft Entrance to Tabor Road	2027
12	Pedestrian Crossing of F90	2026

- **21. COMPENSATION**. The Engineers shall be compensated for work under this Agreement as follows:
  - a. The fee for services for design, preparation of the plans and specifications, permit acquisition and property acquisition as set forth in 2. DESIGN SERVICES through 12. PERMITS AND LICENSES shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of One Million Six Hundred Thirty-five Thousand and 00/100 Dollars (\$1,635,000.00).
  - b. The fee for services during construction including, bidding services, construction administration services, resident review and final review as set forth in 13. BIDDING SERVICES through 17. FINAL REVIEW shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of One Million Six Hundred Ninety-five Thousand and 00/100 Dollars (\$1,695,000.00).
  - c. Attached to and made a part of this Agreement is the Engineers standard hourly fees for the period June 2024 through June 2025. The Engineers may adjust their standard hourly fees in June of each calendar year. Although the Engineers may adjust their standard hourly fees during the course of services under this Agreement the adjustment in the standard hourly rates shall not affect the maximum fee for design services or construction engineering services. The maximum fee for services reflects the Engineers anticipated adjustments in the standard hourly rates in 2025, 2026 and 2027.

22. METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

The Engineers agree invoices for design services on Project 7 and Project 10 shall not be due and payable until the Development Agreement has been approved and Microsoft has funded the escrow account. In the event the escrow is not funded by January 31, 2025, and invoices for the design of Project 7 and Project 10 remain unpaid, the Engineers at its option can temporarily suspend additional design services until the Development Agreement is approved and the escrow account is funded.

- 23. SERVICES NOT INCLUDED. Services not included in this Agreement include the following:
  - a. Property acquisition.
  - b. Services associated with any arbitration or litigation that may arise in conjunction with the construction of the Project for which the City may be named a party.
- 24. TERMINATION OF AGREEMENT. If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
- **25. ASSIGNABILITY**. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 26. TITLE TRANSFER. The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

- 27. **CONFIDENTIALITY**. No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City. The Engineers shall have the right to communicate directly with IDNR during the progress of the Agreement to achieve a timely review and approval of the Project.
- 28. **INSURANCE**. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner 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 Owner is not to be named as an additional insured \*\*\*Claims made basis
- 29. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 30. ERRORS OR DEFICIENCIES. The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
- MODIFICATIONS TO AGREEMENT. This Agreement may be modified upon written 31. agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an

instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

- **32.** LEGAL SERVICES. The City shall provide the services of an attorney experienced in legal matters pertaining to this type of 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.
- **33. COMPLETENESS OF CONTRACT**. This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

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 hereto have hereunto subscribed their names on the date first written above.

CITY	OF	VAN	METER,	IOWA
<b>U</b> 111	<b>·</b> ··			

ATTEST:

By

By\_

Mayor

City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

All Project Manager

By Patta Jass-Roth

#### VEENSTRA & KIMM, INC. HOURLY RATES BY EMPLOYEE CLASSIFICATION 2024

Management II       \$250.00         Management II       235.00         Client Services I       230.00         Client Services II       150.00         Client Services II       135.00         Client Services II       135.00         Client Services V       95.00         IT I.       191.00         IT II.       191.00         IT II.       127.00         Funding Specialist I.       141.00         Funding Specialist I.       142.00         Funding Specialist I.       125.00         Engineer I-A.       237.00         Engineer I-A.       230.00         Engineer I-C.       218.00         Engineer I-C.       218.00         Engineer II-A.       197.00         Engineer II-A.       176.00         Engineer II-A.       176.00         Engineer II-A.       177.00         Engineer V.       149.00	Managamont	\$250.00
Process Engineer I         255.00           Client Services I         230.00           Client Services II         150.00           Client Services IV         105.00           Client Services IV         95.00           Cli IT I         191.00           IT I         191.00           IT II         127.00           IT II         223.00           Funding Specialist I.         141.00           Funding Specialist I.         141.00           Funding Specialist I.         237.00           Engineer I-B.         223.00           Engineer I-C.         218.00           Engineer I-D.         204.00           Engineer II-A.         198.00           Engineer II-B.         176.00           Engineer II-B.         176.00           Engineer II-B.         170.00           Engineer IV.         149.00           Engineer VI.         121.00           Engineer VI.         121.00           Engineer XI.         96.00           Engineer XI.<		
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Clerical I	
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Construction Engineer I	
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Construction Engineer III	
Construction Engineer IV	
Surveyor I	
Surveyor II	
Technician I	
Technician II	
Technician III	
Technician IV	
Technician V	
Technician VI	
Technician VII	
Technician VIII	65.00
Technician IX	54.00
Building Inspector I	220.00
Building Inspector I-A	154.00
Building Inspector II.	. 119.00
Building Inspector III.	. 95.00
Accounting I	196.00
Accounting II	142.00
Accounting III	. 126.00
Accounting IV	
Accounting V	91.00
Administrative Assistant II	108.00
Design Engineer I	120.00
Engineer Intern	
Office Coordinator	
Principal of Firm I	
Project Engineer I	
Project Engineer II	
Project Engineer III	
Project Engineer IV	
Project Manager I.	
Senior Project Engineer I	
Senior Project Engineer II	
Senior Project Engineer III	
Senior Project Engineer IV	
Senior Project Manager IV	
Senior Technician IV	
Engineering Technician I	
	120.00

Engineering Technician II	. 124.00
Engineering Technician III	. 149.00

#### REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	
Fluoroscope	
4-Wheeler	
Drone	
Mileage	IRS Rate

IRS Rate

## Agenda Item #24

## Discussion and Possible Action:

### **Council Committees**

#### Submitted for: Discussion and Possible Action

It was brought to the attention of staff by a council member that we should review the agenda posting requirements and meeting minute requirements as they relate to Council Committee meetings. Staff reached out to the League of Cities and received a response stating that posted agendas & minutes are required just as they are for council meetings. Staff also reached out to the City Attorney who provided an opinion that "Committee meetings are not public meetings if a majority of the council are not present. As a result, a notice and agenda need not be posted."

Upon further review as far as how other councils handle this, it's apparent that many are moving away from the majority of standing committees as the bulk of the items discussed can occur over email between staff & 1 council member & the Mayor. Some have moved away from committee meetings as attendance is sometimes an issue which results in 1 council member being put in a situation where it could appear that they are directing staff which is not the role of a council member. Councils across the state are moving towards workshops with intentional topics on a department by department basis or topic (such as Policy, Personnel, etc). Elimination of standing committees does not prohibit the Council from appointing ad hoc committees to evaluate and provide recommendation on certain activities as needed (ex: Handbook Review, RFP Review, etc.).

Staff recommends that Council consider the need for 9 standing committees and eliminate all but EcDev & Finance/Budget. If so desired, Council could consider appointing a liaison to each department which allows for email discussion to happen between the liaison, department head and mayor unless there is a compelling need for a meeting.

**Recommendation:** Staff recommends that Council consider the need for 9 standing committees and eliminate all but EcDev & Finance/Budget. If so desired, Council could consider appointing a liaison to each department which allows for email discussion to happen between the liaison, department head and mayor unless there is a compelling need for a meeting.

Sample Language:

City Councilmember:	So moved.
---------------------	-----------

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ GroImus \_\_\_\_\_ Pelz\_\_\_\_ Westfall\_\_\_\_\_

From:	Bill Goldy
To:	Jess Drake
Subject:	Re: Council Committee Meetings - Open Records
Date:	Monday, October 21, 2024 3:14:09 PM

Hi Jess,

Council committee meetings are open to the public and must comply with Iowa's open meetings law, even though they are typically not a quorum of the council like your situation. With that said, a notice and agenda should be posted like a council meeting. On the agenda I feel it's best to include a statement similar to something like this so the public knows the actions of the committee are not binding: Any discussion, feedback, or recommendation by the Committee or Committee Members should not be understood as an action or decision of the Van Meter City Council.

Hope this helps and please let me know if you have any additional questions.

Thanks!

	<b>Bill Goldy</b> <b>President   Goldy Consulting LLC</b> lowa League of Cities Consultant
?	Mobile: (970) 222-0611 Web: <u>www.iowaleague.org</u>
	???????????????????????????????????????

On Mon, Oct 21, 2024 at 1:16 PM Jess Drake <<u>idrake@vanmeteria.gov</u>> wrote:

Hello –

A council member has requested that we seek additional information on the topic below. Our council committees are comprised of 2 mayor appointed council members and staff. Once and a while the Mayor attends as well.

Her specific questions are:

"Do our committee meetings are subject to the Open Meetings law where we must post

notice of meetings and agendas? Does the open meetings law apply to our committees if it is just 2 council members or only if the mayor visits? Should we be posting notice of and agenda for the committee meetings?"

Thanks!

Jess

City Clerk

Jessica Drake

Office: 515-996-2644 | Cell: 515-478-5047

Jdrake@vanmeteria.gov

www.vanmeteria.gov

This works. Thanks.

## City Clerk Jessica Drake

Office: 515-996-2644 | Cell: 515-478-5047 Jdrake@vanmeteria.gov www.vanmeteria.gov

From: John F. Fatino <Fatino@whitfieldlaw.com>
Sent: Monday, October 28, 2024 12:24 PM
To: Jess Drake <jdrake@vanmeteria.gov>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>
Cc: Samuel "Luke" Craven <Craven@whitfieldlaw.com>
Subject: RE: Council Committee Meetings - Open Meetings--

Sorry no pretty letterhead today but I will back this up into our opinions subfolder.

Under separate cover, I will send you an Attorney General's Opinion. The opinion provides that a city council committee meeting could be considered a public meeting if a majority of the council is present. 1982 Iowa Op. Atty Gen. 423 (1982). As you will see from the discussion in the Opinion, the presence of a majority of members could become a meeting if any deliberation or action follows. Id. at 3. As a result, such a meeting would need to be in open session. Id. The AG's Office reached this conclusion even if the extra council person appears merely to "obtain information." Id. The opinion does not address the issue of posting of the notice if it were a meeting. Another case is illustrative. Gaven v. City of Cascade. One city council member alleged that two council members and the Mayor violated the open meetings laws based upon various gatherings and phone calls. The district court found no meeting occurred because there was not a majority of the members present and there were no deliberations. Like the City of Cascade, the Van Meter Mayor does not vote but can only veto. Van Meter Ordinances, Chapter 15.

From the opinion and the case, we can conclude the following.

Do our committee meetings are subject to the Open Meetings law where we must post notice of meetings and agendas?

Committee meetings are not public meetings if a majority of the council are not present. As a result, a notice and agenda need not be posted.

## Does the open meetings law apply to our committees if it is just 2 council members?

No—see earlier answer but you can also see the inadvertent risk if another council member arrives.

OR Does the open meetings law apply to the committee if it is 2 council members and the mayor?

Same result as the first question as the Mayor does not vote.

## Should we be posting notice of and agenda for the committee meetings?

You could. Under the guise of "transparency" and simply recite that the committee is gathering. But you can see the risk outlined in the AG's opinion. In an earlier era, before the gift laws changed, we used to post a notice for a different community that the council was gathering for a mere social occasion to what an Icubs game, etc. In short, you are just giving notice—not agreeing that it's a meeting.

From: Jess Drake <<u>idrake@vanmeteria.gov</u>>
Sent: Monday, October 28, 2024 10:18 AM
To: John F. Fatino <<u>Fatino@whitfieldlaw.com</u>>; Elizabeth (Liz) Faust <<u>lfaust@vanmeteria.gov</u>>
Subject: RE: Council Committee Meetings - Open Meetings

Will you be able to provide the written answer yet today? I know we'll get asked about it tonight.....

City Clerk Jessica Drake

Office: 515-996-2644 | Cell: 515-478-5047 Jdrake@vanmeteria.gov www.vanmeteria.gov

From: John F. Fatino <<u>Fatino@whitfieldlaw.com</u>>
Sent: Sunday, October 27, 2024 8:27 AM
To: Jess Drake <<u>jdrake@vanmeteria.gov</u>>; Elizabeth (Liz) Faust <<u>lfaust@vanmeteria.gov</u>>
Subject: RE: Council Committee Meetings - Open Meetings

Done the research—need to get you the written answer—it's a bit nuanced.

From: Jess Drake <<u>idrake@vanmeteria.gov</u>>
Sent: Monday, October 21, 2024 3:23 PM
To: John F. Fatino <<u>Fatino@whitfieldlaw.com</u>>; Elizabeth (Liz) Faust <<u>lfaust@vanmeteria.gov</u>>
Subject: Council Committee Meetings - Open Meetings

John –

Our council committees are comprised of 2 mayor appointed council members and staff. Once and a while the Mayor attends as well. Committees include: Finance, Public Safety, Public Works, Economic Development, Parks & Rec, Library, Policy & Personnel.

Do our committee meetings are subject to the Open Meetings law where we must post notice of meetings and agendas?

Does the open meetings law apply to our committees if it is just 2 council members?

OR Does the open meetings law apply to the committee if it is 2 council members and the mayor?

Should we be posting notice of and agenda for the committee meetings?

Thanks!

Jess

City Clerk Jessica Drake

Office: 515-996-2644 | Cell: 515-478-5047 Jdrake@vanmeteria.gov www.vanmeteria.gov

Whitfield & Eddy, P.L.C. Legal Notice

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# **Open Meetings**



Find additional information on Open Records online at www.iowaleague.org.

500 SW 7th Street, Suite 101 Des Moines, IA 50309

Phone: (515) 244-7282

Email: mbrsvcs@iowaleague.org www.iowaleague.org

The purpose of this publication is to provide general guidance on the Iowa Open Meetings Law, Code of Iowa Chapter 21. This law requires meetings of governmental bodies to be open to the public. Cities often have questions about the applicability of this law to day-to-day city business. The information contained here is designed to be general in nature and does not constitute legal advice. The city should contact its attorney if there are specific legal questions about open meeting requirements. The Iowa Open Meetings Law favors openness, so situations where the applicability of the law is unclear should be resolved on the side of openness.

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## Meetings Generally

The Iowa Open Meetings Law applies to governmental bodies, including city, county and state governments. Governmental body refers to a "board, council, commission or other governing body." The law also applies to "an advisory board, advisory commission, advisory committee, task force, or other body created by statute or executive order of this state or created by an executive order of a political subdivision of this state to develop and make recommendations on public policy issues." For cities, this law applies to the city council, as well as entities such as the planning and zoning commission, the board of adjustment, library board and the park and recreation commission. The law also applies to any entity organized under *Code of Iowa* Chapter 28E. [*Code of Iowa* 21.2]

A meeting is "a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body's policy-making duties." [*Code of Iowa* 21.2(2)]

A recent Iowa Supreme Court ruling (Hutchison v. Warren County) also expands the definition of a meeting to include in-person gatherings attended by a majority of its members by virtue of an agent or proxy. Under this ruling, even if a majority of a governmental body is not physically in the same room or directly discussing issues by phone or other electronic means, it could be considered a meeting if they use an individual (serving as an agent or proxy) to relay and deliberate issues between a majority of a governmental body.

Vacant positions must be included when calculating the number of council members that must be present for a quorum. [*Code of Iowa* 21.2 and *Code of Iowa* 380.4]

Examples: If a five-member council has two vacancies, it needs a majority of the five (all three current members) in order to conduct a meeting. If a regular meeting is held and only two members of a five-member council attend, business cannot be conducted for lack of a quorum of the council.

A gathering of members of a governmental body for purely ministerial or social purposes when there is no discussion of policy or no intent to avoid the requirements of the open meetings law is not a meeting. [*Code of Iowa* 21.2]

Example: Three council members of a five-member city council attend the same high school football game. They do not need to avoid each other, but should not get together during the game to discuss city business as this could constitute a meeting.

## Are committee meetings that include the mayor and several council members required to be open meetings?

Ordinarily committees that are created by a city are covered by and subject to open meetings law requirements.

Example: A city council operating under the Mayor-Council form (mayor and five council members) passes a motion to establish a budget committee, consisting of the mayor, two council members and the city finance officer. It is likely that this committee would be subject to open meetings requirements and an opinion should be sought from the city attorney on whether or not that is the case.

### Are work sessions or retreats where the council discusses, but does not take any action on items, subject to the open meetings law requirements?

Yes, if a majority of the council is present and they are discussing or deliberating on city business. The fact that the council is deliberating on city policy is sufficient to make the gathering an open meeting. It is not necessary that the council take action or vote to make the gathering into a meeting under Iowa law.

## Public Notice and Agendas

Meetings of governmental bodies must be preceded by public notice. Public notice is given by delivering a copy of the public notice to those in the media who have requested it and by posting the public notice in a prominent place in the city office. Many cities post notice on a bulletin board in city hall or on the door. If the city does not have a city hall, they can post notice in the building where the meeting will be held. The notice must be visible to the public at all times.

Public notice must give:

- Time, date and place of the meeting
- The tentative agenda for the meeting

Public notice must be given at least 24 hours prior to the meeting. [Code of Iowa 21.4]

Meetings of a governmental body are required to be held at a place reasonably accessible to the public and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impracticable.

If a city realizes on less than 24 hours of notice that much higher attendance is anticipated at a meeting, the city can post an amended notice to change the location to a more appropriate venue. In such instances, notice of the change should be provided to the news media and those known to have an interest in the meeting. Notice of the change should also be posted at the previously announced location.

#### What needs to be listed when posting the agenda and how much detail?

The agenda should list the items the council intends to discuss and intends to act upon. There is no clear definition on what is enough information, therefore, if in doubt, give more rather than less information.

Example: An agenda item of "water" may not be enough information to tell the public that the council will be discussing an amendment to an ordinance increasing water rates. On the other hand, it is not necessary for the agenda to include the wording of the entire ordinance.

#### Can cities hold meetings with less than 24 hours notice?

Yes, if it is not possible or practicable to give 24 hours notice. If an emergency situation requires a meeting with less than 24 hours notice, give as much notice as can be given, but in any event, give at least some notice. The city must justify its reason for not giving 24 hours notice in the minutes of the meeting. The city must also justify its action if it holds a meeting at a place not reasonably accessible or at a time not reasonably convenient to the public. [*Code of Iowa* 21.4]

Example: A levee breaks and the city is being flooded, the council may need to have an emergency meeting to hire a contractor to come in and repair the levee immediately. The minutes of the meeting need to explain the nature of the good cause which justified holding a meeting without providing 24 hours notice.

#### Can the council amend the agenda once the council meeting has started?

While the council can amend the agenda to delete items or rearrange the order for consideration, it is not advisable to amend the agenda to add new items after a council meeting has started or if the agenda has been posted and less than 24 hours remain before the start of the meeting. The council must provide 24 hours notice to the public on what will be discussed at the meeting. If an item is added to the agenda less than 24 hours prior to a meeting or at a meeting, the public may contend that proper notice was not given.

Example: During the public forum, a citizen complains about dogs running at large and suggests the council pass an ordinance at that meeting to address the problem. The mayor or presiding officer should defer the discussion and action to the next council meeting or suggest a special meeting be called if there is an immediate need to address the issue. It is not appropriate to move forward with action on an item that was not on the agenda.

## Once a properly noticed meeting has started, can you take a break and reconvene the meeting at a later time?

Yes, a meeting can be reconvened within four hours of the start of its recess, where an announcement of the time, date and place of the reconvened meeting is made at the original meeting in open session and recorded in the minutes of the meeting and there is no change in the agenda. [*Code of Iowa* 21.4]

## Meeting Procedures and Minutes

A meeting occurs when a majority of the council gathers to discuss city business. If a quorum of members of the governing body is not present, a meeting cannot be held.

## Can a council member who will not be present at a meeting send in their vote with another council member or tell the clerk to record their vote a certain way?

No, although state law does not explicitly prohibit proxy voting, it is not advisable for a council member to vote by proxy. Sending in a vote and not participating in the discussion at a meeting denies the public access to whatever information or discussion led a council member to vote in a certain way. Additionally, had a council member attended the meeting, they may have been presented with information that would have caused them to vote differently.

## The minutes have to record the vote of each council member. Does this mean a roll call vote is required on each action of the council?

The procedure to record the vote of each member is to either take a roll call vote or to determine each member's vote in some other manner. The method is not as critical as the fact that each council member's vote is recorded.

## Do citizens have to be allowed to participate in a meeting or can cities have rules regulating the public attending a council meeting?

The public can use cameras or recording equipment to take photos, movies, recordings, etc., of any open session. Although many cities provide time for public input, it is not a requirement of the open meetings law. Many cities provide a time for public comment in order to allow citizens to give feedback and have input in their city government. There are specific situations that require the city to hold a public hearing (prior to the adoption of the budget, for example). The purpose of a public hearing is to solicit public input on the specific proposed action, so receiving public comment is a requirement. Cities can make rules of conduct for their meetings to ensure the meetings are orderly. The rules can permit the council or presiding officer to establish time limits for public comments. The mayor or presiding officer is ordinarily responsible for enforcing these rules. Contact the League for sample rules of conduct for meetings. Example: A city might offer a "public comment" agenda item and limit each person to five minutes, requesting that they state their name and address, etc.

## **Electronic Meetings**

A city can only hold a meeting by electronic means if conducting such meeting in person is either impossible or impractical, and then only if the city complies with all of the following requirements:

- Public access to the conversation of the meeting has been provided to the extent reasonably possible.
- Notice is given of the meeting time, date, place and tentative agenda as soon as reasonably possible, pursuant to *Code of Iowa* Section 21.4.
- Minutes are kept of the meeting and must include a statement explaining why a meeting in person was impossible or impractical.

Council members who are unable to attend a regular council meeting may participate electronically but must be connected by a means that allows them to hear and be heard.

### Can electronic or email communication between city council members be considered a meeting under Iowa Open Meetings Law?

A "meeting" under Iowa law means a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body's policy-making duties. City officials should keep in mind that the Iowa Open Meetings Law is intended to require that the city's business be conducted in open meetings.

## Closed Meetings Generally

A closed meeting is a meeting of a governmental body that is closed to public access, meaning that neither the general public nor the press can be present at that meeting. A city council or other body can close a meeting only for very specific reasons described in law. The law favors openness so before closing any meeting, the city should consult the city attorney.

*Code of Iowa* Section 21.5 provides specific reasons and procedures for closing access to a public meeting. The most common reason cities hold a closed meeting is to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Other common reasons a city would close a session include the discussion of strategy with legal counsel in matters that are presently in litigation or where litigation is imminent. In addition, the purchase or sale of real estate is commonly discussed in a closed session where premature disclosure would adversely impact the price. The qualification with this exemption is that the minutes and the recording of a session closed under this paragraph need to be available for public examination when the transaction discussed is completed.

## Are there any meetings of a governmental body that are exempt from the open meetings requirements?

Yes. A meeting to discuss strategy in matters relating to employment conditions of employees of the governmental body who are not covered by a collective bargaining agreement under *Code* Chapter 20. A city considering holding a meeting of this sort should seek the guidance of the city attorney. [*Code of Iowa* Section 21.9]

Note: This exemption is only for the purpose of discussing strategy. Therefore, any action involving employment conditions must be taken at a meeting that complies with the open meetings requirements. For this purpose, "employment conditions" means areas included in the scope of negotiations listed in Code of Iowa Section 20.9.

**Does the city clerk have to be present during a closed session to take minutes?** No. If the clerk is not present, the governing body must appoint someone to perform this function.

## Can persons other than members of the governing body be present during a closed session?

Yes, provided that governing body authorizes their presence. However, particularly when meeting with the city attorney, caution should be used to avoid potential problems in exercising the attorney-client privilege.

#### Can a council exclude one of its members from attending a closed session?

Yes. The state code allows a council to exclude a member of the governing body from attending a closed session if it creates a conflict of interest for the member due to the specific reason announced as justification for holding the closed session. [*Code of Iowa* Section 21.5]

Do persons other than members of the governing body have a right to be present at a closed session?

No.

## Procedure for Closing a City Council Meeting

The council meeting must begin in open session with a call to order and a roll call. In order to go into closed session for a specific reason authorized under *Code of Iowa* Section 21.5, there must be an affirmative vote by at least two-thirds of the members of the body or by all those present. The minutes must record the votes of individual council members on the question of holding a closed session. In addition, the motion and minutes must state the exemption that permits a closed session.

No business can be discussed during the closed session that does not directly relate to the specific reason for the closed session.

Upon completion of the closed session, a motion and vote must be taken to end the closed session and return to open session. Final action on any matter must be taken in open session unless another *Code* section specifically allows such action to be taken in closed session.

#### Does a closed session have to be listed on the governing body's agenda?

If a closed session is anticipated, the fact that there is to be such a session should be made known by setting forth the topic for the closed session and the fact that a closed session will be held on the agenda. However, if during an open meeting, a topic comes up which may be considered during a closed session and which could not reasonably have been anticipated at the time notice of the agenda was given, then it would be appropriate to proceed to closed session from the open meeting following the procedure outlined in *Code of Iowa* Section 21.5.

### Closed Meeting Procedures and Minutes

When holding a closed session, the governmental body must keep the following:

- Detailed minutes of all discussion, persons present and action occurring during the closed session.
- An audio recording of the entire closed session.

The minutes must be sealed and shall be kept by the governmental body for a period of at least one year from the date of the meeting.

## Is there any situation that could result in the sealed detailed minutes and the recording of a closed session becoming unsealed?

If a lawsuit is brought to enforce provisions of the Iowa Opening Meetings Law relating to a closed city council session, then by an order of the court, the detailed minutes and audio recording must be unsealed and examined by the court in chambers without the presence of parties to the lawsuit. The court then must determine what part, if any, of the minutes shall be disclosed to the party seeking to enforce the law. [*Code of Iowa* Section 21.5(4)]

## If a member of a governing body is absent and the governing body holds a closed session, can that member listen to the audio recording of the closed session?

Yes. The member who is absent still remains a member of the governing body. The member has a right to be informed of discussion and action that occurred during his or her absence. The fact that the detailed minutes and audio recording of a closed session are not open to public inspection does not preclude a person who would otherwise have been privy to such records, except for an absence, from later listening to the audio or reviewing the minutes.

## Closed Meeting on Personnel Issues

A frequently used reason for holding a closed meeting is to evaluate and discuss the appointment, hiring, performance or discharge of an individual, when needed to prevent irreparable injury to the individual's reputation. In order to hold a closed session for this reason, the person or persons being discussed must request a closed session.

## If a person who may request a closed session makes such a request, must the request be granted?

No. The law provides that a governing body may hold a closed session for certain specific purposes. It does not require that such a session be held. [*Code of Iowa* Section 21.5(5)]

#### Can job interviews be conducted during a closed session?

Yes. However, the person being interviewed must request the closed session.

Example: The city plans to hire a city administrator. The city has narrowed its list of candidates to three they plan to interview. The city may alert the candidates that they may request a closed session. If the candidate requests a closed session for the interview, the city could proceed to conduct the interview during a closed session.

## When a closed session is held to discuss the competency of a specific employee whose appointment, hiring, performance or discharge is being considered, is the city required to allow the employee to attend the closed session?

No. The council determines who can attend a closed session.

## Can a closed session be held to discuss salaries in general for the upcoming year?

No. There is no authority in the Iowa Open Meetings Law to discuss salaries in a closed session.

### Enforcement

Resolving disputes and enforcing the Iowa Open Meetings Law is the responsibility of multiple entities. Alleged violations can be received by the Iowa Public Information Board (IPIB) and the Office of Ombudsman. In addition, any aggrieved person, the attorney general or the county attorney can bring a lawsuit to enforce the law in District Court. The burden is on the city to prove they complied with the law.

#### What happens if a violation of the lowa Open Meetings Law is substantiated?

The following judgments may be entered when IPIB or a court has found a violation of the open meetings law:

- 1. Assess each member of the governing body who simply participated in the violation an amount not less than \$100 and not more than \$500. For knowingly participating in the violation members must be assessed not less than \$1,000 and not more than \$2,500 (available to IPIB and courts).
- 2. All costs and reasonable attorney fees will also be awarded to the party who successfully established in court a violation of the law and will be assessed against the members found to have participated in the violation (available only to a court).
- 3. Void any action taken in violation of the law if the action for enforcement is brought within six months of the violation and that the public interest in enforcing the policy of the Iowa Open Meetings Law outweighs the public interest in sustaining the validity of the action taken in the closed session. This action is not available to void the issuance of bonds or other evidence of indebtedness of a governmental body if a public hearing, election or public sale has been held regarding the bonds or evidence of indebtedness (available to IPIB and courts).
- 4. Issue an order removing the member from office if that member has engaged in one prior violation of the open meetings requirements for which damages were assessed against such a member during the member's term (available to courts). IPIB can seek the removal of a person from office through initiation of a court action.
- 5. In addition, the court may also issue a mandatory injunction punishable by civil contempt ordering the member of the governing body to refrain for one year from any future violations of the open meetings law.
- 6. In addition, IPIB can impose appropriate remedies calculated to declare, terminate or remediate any open meetings law violation.

### Can a person charged with a violation of the lowa Open Meetings Law claim they did not know the provisions of the law?

No, ignorance of the law is not a defense.

## What are the defenses for a member of a governing body for violations of the Open Meetings Law?

- 1. Voting against the closed session. This demonstrates the importance of recording the vote of each council member.
- 2. Had good reason to believe and in good faith believed facts which, if true, would have indicated compliance with all the requirements of this chapter.
- 3. Reasonably relied on a court decision, formal attorney general's opinion, IPIB opinion, opinion of an attorney for the governmental body given in writing or memorialized in the meeting minutes, or a written advisory opinion by the attorney general or attorney for the governmental body.

## Do members of governing bodies need to be provided with information about the lowa Open Meetings Law?

Yes. The appropriate commissioner of elections must provide this information to the elected members of governmental bodies. Also, the authority that appoints members of governing bodies must provide this information.

Example: The county auditor must provide this information to mayors and city council members. When city councils make appointments to boards or commissions or to fill a vacancy on the council, they must provide this information to their appointees.

## About the Iowa League of Cities

The Iowa League of Cities serves as the unified voice of cities, providing advocacy, training and guidance to strengthen Iowa's communities.

#### The League provides guidance.

Through membership services, research, publications, trainings and other collaborations, the League provides guidance and serves as the resource for member cities.

#### The League leads a grassroots advocacy effort for local government.

The League promotes excellent government, effective public policy and Home Rule among members as well as state and federal lawmakers.

#### The League keeps cities informed with a constantly updated slate of workshops and publications.

The League provides education and training for elected and appointed city officials through workshops, publications, the web and personal interactions.

- Monthly Cityscape magazine
- League Weekly e-newsletter
- Weekly Legislative Link during the state's legislative session
- An annual listing of New Laws related to cities after each legislative session
- An annual series of workshops on several different topics
- Action Calls on immediate legislative concerns at the state or federal level
- Special Reports on topical issues, including Budget, Home Rule and Law Enforcement
- Biennial Directory of League member cities in Iowa

#### The League is a resource for insurance and investment needs.

Programs created by or sponsored by the League provide cost-effective quality services to cities. The League's affiliated programs offer health, workers' compensation, liability and casualty coverage as well as a prosperous, liquid asset investment program. Other programs assist cities in developing services to better serve their citizens.

From:	Penny Westfall
To:	Elizabeth (Liz) Faust; Jess Drake; Joe Herman
Cc:	Michael Brown; Mark Schmitt; Blake Grolmus; Penny Westfall
Subject:	Open Meeting Laws and City Committees
Date:	Monday, October 21, 2024 1:50:18 PM
Attachments:	2023OpenMeetings.pdf

I was exploring the open meeting laws and city committees after I invited Joe to attend the Public Safety Committee meeting on November 6. I am attaching the 2023 PDF from the Iowa League of Cities. Of particular interest was the section copied below:

"Are committee meetings that include the mayor and several council members required to be open meetings? Ordinarily committees that are created by a city are covered by and subject to open meetings law requirements.

Example: A city council operating under the Mayor-Council form (mayor and five council members) passes a motion to establish a budget committee, consisting of the mayor, two council members and the city finance officer. It is likely that this committee would be subject to open meetings requirements and an opinion should be sought from the city attorney on whether or not that is the case."

Here, our committees are composed of two council members with the mayor wanting to visit.

I request we ask for our city attorney's opinion if our committee meetings are subject to the Open Meetings law where we must post notice of meetings and agendas. Does the open meetings law apply to our committees if it is just 2 council members or only if the mayor visits? Should we be posting notice of and agenda for the committee meetings?

I also noted that the Open Meeting law increasing penalties for violations passed during the last legislative session was vetoed by the Governor. I note this because the legislature is paying attention to the Open Meetings law and expecting full transparency. Governor Reynolds appeared to veto only because of last minute amendments that, in her view, created confusion.

Would it be possible to have this answered before our November Committees begin meeting.

Thanks!

Penny Westfall 515-250-5930



Memo to: Liz Faust, Joe Herman & Travis Brott

**RE: Council Committees** 

Date: Monday, October 28, 2024

As you are aware, we have a few issues with the Council Committee structure we are currently using, including but not limited to implications of open records (legal opinion below in blue – opinion from Iowa League of Cities in red & as you can see they are sort of conflicting, availability of committee members & staff at times, and a good grasp on the role & authority of an appointed council committee.

A City Council may have as many committees as they choose or a City Council may operate without any committees. City Councils may create or dismiss any committee at any time.

Council Committees serve in an advisory capacity only. All committee recommendations or proposed actions are subject to the final consideration of the City Council. Action is not driven at the Council Committee level. Action on a recommendation comes at the affirmative vote of the City Council. City Council Committees do not replace the City Council as final decision makers on behalf of the full City Council.

Council Committees make no staff direction on general matters, specific assignments, or work tasks.

This is not a problem unique to the City of Van Meter. In fact, this was recently a topic amongst city staff in the administrator message board. Several cities in Iowa have gone away from Council Committees and rely solely on workshops to address issues or upcoming needs & operate as a Committee of the Whole Council.

Upon discussion with Liz, we believe that the City should consider re-evaluating our current structure. The Finance & Economic Development committees should likely be retained but it may be time to consider appointing 1 liaison to each department. Dismissal of the other committees does not prohibit the City Council from standing up special ad hoc committees as needed.

If you would like additional information, let us know. If you would like to schedule a time to discuss further, let us know. If you would like to have this topic on a future agenda, let us know.

Do our committee meetings are subject to the Open Meetings law where we must post notice of meetings and agendas?

Committee meetings are not public meetings if a majority of the council are not present. As a result, a notice and agenda need not be posted.

Does the open meetings law apply to our committees if it is just 2 council members?

No-see earlier answer but you can also see the inadvertent risk if another council member arrives.

OR Does the open meetings law apply to the committee if it is 2 council members and the mayor?

Same result as the first question as the Mayor does not vote.

Should we be posting notice of and agenda for the committee meetings?

You could. Under the guise of "transparency" and simply recite that the committee is gathering. But you can see the risk outlined in the AG's opinion. In an earlier era, before the gift laws changed, we used to post a notice for a different community that the council was gathering for a mere social occasion to what an lcubs game, etc. In short, you are just giving notice—not agreeing that it's a meeting.

Council committee meetings are open to the public and must comply with Iowa's open meetings law, even though they are typically not a quorum of the council like your situation. With that said, a notice and agenda should be posted like a council meeting. On the agenda I feel it's best to include a statement similar to something like this so the public knows the actions of the committee are not binding: Any discussion, feedback, or recommendation by the Committee or Committee Members should not be understood as an action or decision of the Van Meter City Council.

Jess

# Agenda Item #25

## Staff Reports

- a. City Administration/City Hall
- b. Public Works
- c. Police
- d. Fire
- e. Library
- f. Parks & Rec
- g. City Engineer
- h. City Attorney



- 1. We continue to meet with Dorsey and Whitney regarding the development agreement with Microsoft.
- 2. We are also working with bond attorneys regarding urban renewal areas, TIF clean up, water main project, and Arlington Ave street improvements.
- 3. Working on TIF certification Jess and Liz met with PFM to discuss TIF to complete the certification by December 1.
- 4. We met with VK staff for a meeting to discuss ways to streamline workflow for Bob as he continues to spend more time on the data center projects. Randy Johnson who attends meetings plans to join us at our staff meetings. He may become more involved in some of our other engineering projects.
- 5. Jess met with VK building inspectors to review codes. Liz joined them for lunch. A recommendation will come forward in December with a request to set a public hearing to address the necessary updates.
- 6. Budget preparation. Jess met with Jonatha. We will continue to set up meetings with department heads.
- 7. We worked with Bob on plats of survey. Sent to PZ.
- 8. Liz continues to have regular meetings with Microsoft.
- 9. We attended the Dallas County Board of Supervisors along with Bob to propose the county road projects that are part of the larger Microsoft project.
- 10. We received the last annexation agreements. We can proceed with completing the annexation.
- 11. We spent a lot of time preparing for the BoA meeting held on 11/6/24.
- 12. Employee Evaluation forms are included. Liz will schedule with employees to be completed by November 20.
- 13. We worked with Chief Schmitt to develop a handbook for the part time fire fighters. He submitted a proposal which was combined with a neighboring community handbook. Larain used information from both and with Marks approval, the final draft was sent to the policy committee. Ideally this is in place by 1/1/25.
- 14. A draft Board & Commission Handbook has been sent to the policy committee. Ideally this is in place by 1/1/25.
- 15. Jess is working with P&Z to develop formal applications for the following: Rezoning Request, Plat of Survey, Preliminary Plat Review, and Final Plat Review. Fees need to be looked at for all of these processes.
- 16. A city-wide fee schedule will be presented to Council for approval at the December meeting for a 1/1 effective date.
- 17. We have been working on several website updates and have several more planned to increase ease of use and make things easier to find & easier to submit to staff.

- Jess & Liz attended the Greater Dallas County Economic Development Annual Meeting & luncheon with Iowa Economic Development Authority Director Debbie Durham.
- 19. Jess is serving on a sub-committee of the Board of Directors of Greater Dallas County Economic Development to assist in the creation & implementation of small business grants to roll out in early 2025.
- 20.412 & 410 Wilson Street were demolished. Property owner states that there are plans to construct a new building starting June 1, 2025.
- 21. No additional activities on the condemned residential property.
- 22. As of 11/8, the apartment building at 315 2nd Ave has been condemned. Within 30 days all residents need to be out of the building and the building inspectors are providing written documentation to the City and property owner with next steps.



"Serving the Community"

505 Grant Street P.O. Box 160 Van Meter, Iowa 50261 City Hall: 515-996-2644 Fax: 515-996-2207 Dispatch: 515-993-4567 Cellular: 515-218-6534 Email: Mbrown@vanmeteria.gov

		Year to Date Statistics 01/01/2024
	Total Calls:	Traffic Stops:
<u>Y2D:</u>	1,174	566
	nEP	October Statistics
	<u>Total Calls:</u>	Traffic Stops:
<u>Month:</u>	119	47
		Training/ Updates

Stivers has the Black F150 finally and has been given the go ahead to start the upfit. We will be able to subtract \$2000 from the cost of the radar unit being installed thanks to GTSB funds

GTSB funds will also be used to purchase additional PBTs to replace older units

As we all know F90 has been delayed again. After West Des Moines opens F90 we plan to increase presence to monitor traffic through the City's portion of F90

## EST. 1868

Please feel free to reach out to any of us if there is anything you have questions or concerns about thank you all.

## Van Meter Fire Department Fire Chief Mark Schmitt



## **Monthly Report to Council**

October 2024

Training

October training was some final pumping/driving while the weather was still nice. Pictures below are dry fire hydrant training at the pond at Knapp Farm.





## **Significant Calls**

For the month of October nothing out of the ordinary for calls, we did have a semi on its side on Interstate 80, unable to get pictures due to heavy traffic.

**Projects, Activities, & Special Events** 

The Fire Department provided EMS coverage for the home football games and playoff games in Van Meter during October.

The Van Meter Fire Fighters Association has purchased with funds from fund raising events, used but new to us from Norwalk Fire Department, a breathing air compressor and 2 bottle fill station, new this would cost roughly \$85k, we were able to purchase it for \$8k



Fire Prevention week was held Oct 6<sup>th</sup>-12<sup>th</sup> Members of the Van Meter Fire Department that week read at the Library and conducted many fire prevention classes at the Van Meter School and various day cares in our community.





Van Meter Fire Department took part in Trunk and Treat at the Methodist Church and handed out candy on Halloween at the fire station.



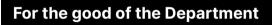


**Boards, Groups, and Associations** 

Captain Kari Davis attended the Des Moines Area F.O.O.L.S conference.

Chief Schmitt attended the October Dallas County Fire Chiefs meeting on the 17<sup>th</sup>.

Asst. Chief Fyfe attended a National Fire Academy Leadership in Supervision held here in the Des Moines Metro.



We added 1 firefighter in the month of October.

Monthly Call Report					
October 2024	Total	Responded	No Response	Fire	EMS
De Soto	17	13	4	8	9
Van Meter	15	10	5	6	9
Mutual aid					
Total	32	23	9	14	18

Of the 9 no response calls, 3 were EMS calls to DeSoto, 1 fire call to DeSoto, and 5 were EMS calls in Van Meter.



### Director's Report

Submitted by Jonatha Basye, November 6th, 2024

Statistics for October 2024

	This	Year to	Last Year
	Month	Date	to Date
VISITORS	610	2309	1627
CIRCULATION			
Books- Adult	231	883	429
Books- Teen	54	133	78
Books- Juvenile	686	3138	2355
Misc	64	220	78
DVD	30	219	212
E-Books & Audio Books	452	1651	1336
Total Circulation	1517	6244	4488
PROGRAMMING			
Juvenile Progams Offered	17	38	30
Juvenile Program Attendance	348	474	543
Adult Programs Offered	2	6	0
Adult Program Attendance	12	28	0
Total Attendance	360	502	543
OTHER SERVICES			
Reference Questions	72	300	239
Wireless Usage	120	329	278
Computer Usage	15	41	60
MATERIALS			
Items Added	147	472	142
Items Deleted	0	152	52



Work reflected took place between October 10th and November 6th

- October 12th--Pumpkin Decorating Program
- October 14th--City Council Meeting
- October 16th--Library Board Meeting
- October 17th--University Kids Outreach; PM StoryTime
- October 18th--Zipp's Pizza Truck; Tails & Tales Program
- October 21st--Pokemon Card Swap
- October 22nd--AM StoryTime; Books & Banter Book Club
- October 23rd--Triple B's Tenderloins Food Truck
- October 24th--Books & Banter Book Club
- October 25th--Kids Care Outreach; Inspired Kids Outreach; Stuffy Sleepover
- October 26th--Stuffy Sleepover; The Bean Coffee Trailer
- October 27th--VMUMC Trunk or Treat
- October 28th--City Council Workshop
- October 29th--October Check It Out Webinar through the State Library of Iowa; Library Horizons: What's New from ARSL 2024 Webinar through the State Library of Iowa
- October 31st--Budget meeting with Jess at City Hall; PM StoryTime; Van Meter Community Trick or Treat
- Month of October--Halloween Scavenger Hunt
- November 4th--ISU Dallas County Extension Take Home Kits distributed
- November 5th--AM StoryTime

October was a great month at the library! We keep adding exciting new titles to all collections, and are still experiencing record check outs! Our electronic materials usage has also increased significantly. Hoopla has been a great addition to our resource toolbox.

We had three new food trucks visit us this month. All three had large crowds, especially The Bean Coffee Trailer during Stuffy Sleepover. Adult patrons were very excited about it.

Halloween events were well attended. The library participated in the VMUMC Trunk or Treat. Very happy to add this to our list of community events.

November 2024



## Monthly Council Report

Sport	Registration # to Date	
Youth Basketball	112	
Youth Football		
Youth Flag Football		
Youth Soccer – Spring		
Youth Soccer – Fall		
Little League – Boys		
Rec Softball - Girls		

- Youth Basketball registration ends Sunday November 10th
  - We are currently sitting at 112 kids signed up 3rd-6th
  - We are continuing to partner with Adel, Winterset and Perry for the youth basketball league
  - Practices will begin December 3<sup>rd</sup>
  - Games will be played on Saturdays at the High School starting after the new year
- Soccer fields were over seeded and aerated this past week
- I had bobcat pest control come out and get rid of the moles in the baseball and softball outfields
- All American Turf is coming to winterize the recreation complex about mid-November
- I have closed the adult recreation interest survey I released back in the beginning of October
  - I ended up getting 132 responses on the survey and included the results in the link below
  - <u>https://docs.google.com/spreadsheets/d/13KEKHA4QaRaHU3BUH\_3</u> zJTPwD7jsu2WrG6NGX-xEN-4/edit?usp=sharing
  - I will be using this data to create new surveys on specific programs
- Looking to get new signs for the new park rules to hang up at all the parks and recreation facilities

# Agenda Item #26

## **Committee Reports**

- a. Finance Discussed upcoming budget activities
- b. Public Safety Discussed scheduling & VFD handbook
- c. Public Works
- *d. Economic Development -* Discussed potential rezoning request & permitted uses in commercial zoning
- e. Policy Discussed open records policy
- *f. Library Liaison -* Nothing additional, everything included in Director's report
- g. Parks & Rec October P&R meeting was canceled
- h. Personnel Started to review job descriptions

# Agenda Item #27

Adjournment

Submitted for: **ACTION** 

Recommendation: APPROVAL

Sample Language:

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

Councilmember: \_\_\_\_\_ So moved.

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

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_ Brott \_\_\_\_ GroImus \_\_\_\_ Pelz\_\_\_ Westfall\_\_\_\_

Mayor: *This meeting is adjourned at \_\_\_\_\_pm. Thank you.*