

NOTICE OF PUBLIC MEETING
Governmental Body: Van Meter City Council
Date of Meeting: Monday, January 13, 2025

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 Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether 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 December 9, 2024 City Council Business Meeting
 - b. Minutes of December 19, 2024 Board of Adjustment Meeting
 - c. Minutes of January 8, 2025 Planning & Zoning Meeting
 - d. January Claims List
 - e. December Financial Statements
 - f. December Building Permit Report
 - g. 2024 Building Permit Report Summary
 - h. IPAIT Update – December 2024
 - ~~i. SIGOG Update – December 2024~~
 - j. CY2024 Wage Report
 - k. Resolution #2025-01 Appointing Representatives to the Heart of Iowa Regional Transit Agency (HIRTA) Transportation Advisory Group (TAG)
 - l. Resolution #2025-02 Naming the City's Official Newspaper of Record for CY2025
 - m. Resolution #2025-03 Annual Appointments for CY2025
 - City Administrator – Liz Faust
 - City Clerk – Jess Drake
 - City Legal Firm – Whitfield & Eddy
 - Fire Chief – Mark Schmitt
 - City Engineering Firm – Veenstra & Kimm
 - Public Works Director – Drew McCombs
 - Chief of Police – Mike Brown
- ~~8. Discussion and Possible Action: Resolution #2025-04 Set a New Date For Hearing On Designation Of Expanded Urban Renewal Area And Urban Renewal Plan Amendment~~
9. Discussion and Possible Action: Request from John Larson – Submission of a Cash Bond to enable conditional Final Plat Review and Acceptance as an alternative to certification by the City Engineer of completion
10. Public Hearings
 - a. **Proposed Amendment to the Van Meter Urban Renewal Area**
 - b. **On proposed plans, specifications, form of contract and estimate of cost for the proposed Arlington Avenue Project**
 - c. **Proposed Special Speed Zone Addition – Section 63.04 – 40mph on 340th Trail**
 - d. **Proposed Amendments to the Code of Ordinances of the City of Van Meter including Repealing the following Chapters: Chapter 155 Adoption of Codes, Chapter 157 Mechanical Code, Chapter 158 Property Maintenance and Housing Code, Chapter 159 Plumbing Code and Chapter 160 Fuel Gas Code AND Repealing and Replacing Chapter 156 Building Code**
 - e. **Proposed Amendment to the Code of Ordinances of the City of Van Meter Addition of Chapter 151 Shipping Container**
11. Discussion and Possible Action:
 - a. Resolution #2025-05 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area

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- b. Resolution #2025-06 Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Microsoft Corporation, Including Annual Appropriation Tax Increment Payments
12. Discussion and Possible Action:
 - a. Resolution #2025-07 Finally Approving And Confirming Plans, Specifications, Form Of Contract And Estimate Of Cost For The Arlington Avenue Project
 - b. Consideration of bids for the Arlington Avenue Project
 - c. Resolution #2025-08 Awarding Contract For The Arlington Avenue Project
13. Discussion and Possible Action: Ordinance #2025-01 Adopting a Proposed Amendment to the Van Meter Code of Ordinances Chapter 63 Speed Regulations – Section 63.04 Special Speed Zones – Addition of Sub-Section 63.04(3) Special 40 MPH Speed Zones and Sub-Section 63.04(3A) 340th Trail
14. Discussion and Possible Action: Ordinance #2025-02 Adopting Amendments to the Code of Ordinances of the City of Van Meter including Repealing the following Chapters: Chapter 155 Adoption of Codes, Chapter 157 Mechanical Code, Chapter 158 Property Maintenance and Housing Code, Chapter 159 Plumbing Code and Chapter 160 Fuel Gas Code AND Repealing and Replacing Chapter 156 Building Code
15. Discussion and Possible Action: Ordinance #2025-03 Adopting an Amendment to the Code of Ordinances of the City of Van Meter Addition of Chapter 151 Shipping Containers
16. Discussion and Possible Action: Tax Abatement Applications
 - a. 605 Elm Street – Residential Remodel
 - b. **316 Main Street – Residential Remodel**
17. Discussion and Possible Action: Resolution #2025-09 Approving Contract And Performance And/Or Payment Bonds For The Water Main Replacement – Phase 1 Project
18. Discussion and Possible Action: Resolution #2025-10 Approving an Agreement for Professional Services with Invision Architecture for the Community Engagement Phase of the City's Municipal Building
19. Discussion and Possible Action: Resolution #2025-11 Approving an Amendment to the Agreement for Professional Services with Veenstra & Kimm – Water Main Replacement
20. Discussion and Possible Action: Calendar Year 2025 Handbooks
 - a. Resolution #2025-12 Adopting the 2025 City of Van Meter Employee Handbook
 - b. Resolution #2025-13 Adopting the 2025 City of Van Meter Volunteer Fire Department Handbook
 - c. Resolution #2025-14 Adopting the 2025 City of Van Meter Boards and Commissions Handbook
21. Discussion and Possible Action: Resolution #2025-15 Approving Agreements with Civic Systems including a Contract Agreement, Software License Agreement, Support Agreement & Hosted Agreement
22. Discussion and Possible Action: Resolution #2025-16 Accepting Site Plan #3 as submitted by the Van Meter Community School District
23. Discussion and Possible Action: Resolution #2025-17 Approving a Street Name Change – West Arlington Avenue (for the newly constructed portion west of Park Street)
24. Discussion and Possible Action: Resolution #2025-18 Setting the Date of Public Hearing pertaining to a proposed FY25 Budget Amendment for Monday, February 10, 2025 at 7:00pm
25. Discussion: Proposed 28E Agreement – Mutual Aid Law Enforcement Services with the City of De Soto
26. Discussion: Workshop Start Time Change
27. Discussion: Status of Water Tower Lease Space in Exchange for Services
28. Staff Reports
29. Adjournment

Agenda Item #1

Call to Order

Mayor: *The time is 7:00pm on Monday, January 13, 2025.*

I hereby call this meeting of the Van Meter City Council to order.

Agenda Item #2

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.”***

Agenda Item #3

Introductions

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

Agenda Item #4

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*

Agenda Item #5

Approval of the Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: *Are there any emergency additions to the agenda or other changes to the agenda?*

City Administrator or Clerk: _____

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 _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: *The agenda is adopted as presented.*

Agenda Item #6

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 three (3) minutes to address the Council.*

Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its' posted agenda. Any issue raised by 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.*

Agenda Item #7

Consent Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

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

Staff: **Gives review.** *If there are any additional claims, they will be provided on Monday prior to the meeting.*

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 _____ Grolmus _____ Pelz _____ Westfall _____

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

City of Van Meter, Iowa

City Council Minutes – December 9, 2024

- 1) The Van Meter City Council met for a regular council meeting on Monday, December 9, 2024, at the United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261. Mayor Herman called the meeting to order at 7:03pm. The following council members were present upon roll call: Joel Akers, Travis Brott, Blake Grolmus, Quin Pelz and Penny Westfall.
 Staff present: City Attorney Fatino, City Engineers Bob Veenstra & Randy Johnson, Police Chief Mike Brown, Public Works Director Drew McCombs, Library Director Jonatha Basye, Parks & Rec Director Sam Chia, City Clerk Jessica Drake, and City Administrator Liz Faust.
 Public Present: Rona Jacobs, Ben Clark, Brooks Newton, Jeff Lonning, Tim Costlow, and Dan Porter.
- 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) Brott moved, supported by Grolmus, to approve the agenda as amended. 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)**
- 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 November 11, 2024 City Council Regular Business Meeting
 - b. Minutes of the November 25, 2024 City Council Workshop
 - c. Minutes of the December 2, 2024 Planning & Zoning Commission Meeting
 - d. Minutes of the November 6, 2024 Board of Adjustment Meeting
 - e. December Claims List

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT
ACCO	WATER CHEMICALS	442.00
AGSOURCE COOPERATIVE SERVICES	WA/SW TESTING	861.25
AMAZON CAPITAL SERVICES	CH SUPPLIES & TAX FORMS	811.73
AT&T MOBILITY	PD/FD PHONE SERVICE	277.56
BALDON & SON HARDWARE		50.99
BASE	JAN CAFETERIA	30.00
CULLIGAN	LIBRARY WATER - NOV DECEMBER 24 VISION/DENTLA PREM	82.42
DELTA DENTAL		993.94
DEMCO	2X LIBRARY TABLES	2354.03
EFTPS	FED/FICA TAX	7777.11
EFTPS	FED/FICA TAX	33.10
EFTPS	FED/FICA TAX	35.16
ELAN FINANCIAL - EBANK CC	WEBSITE FORM BUILDER	300.23
ELECTRIC PUMP	PUMP TESTING	2096.40
ESRI INC	ANNUAL SUBSCRIPTION	825.00
FENIX USA LLC	MONTHLY HOSTING CHARGE	289.30
GATEHOUSE MEDIA IA HOLDINGS	ORD 2024-28 GRE LEGAL	156.20
GATEHOUSE MEDIA IA HOLDINGS	12/19/24 BOA HEARING NOTICE	38.80
GATEHOUSE MEDIA IA HOLDINGS	11/25/24 MINUTES PUBLICATION	182.20
GATEHOUSE MEDIA IA HOLDINGS	ORD 2023-08 PUBLICATION	429.40
GATEHOUSE MEDIA IA HOLDINGS	ORD 2023-09 PUBLICATION	232.00
GATEHOUSE MEDIA IA HOLDINGS	ORD 23-04 REMOVE PUB SAFETY	611.80
HAWKEYE TRUCK EQUIPMENT	STAND LEG	41.00
HEARTLAND BUSINESSES SYSTEM	MONTHLY BILLING - NOV	3142.04
HEARTLAND COOP	L.P.	504.24
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	895.28
IOWA LIBRARY ASSOCIATION	ILA MEMBERSHIP	30.00
IOWA RUSH	TEAM REGISTRATION	315.00
JACK KRIEGER	FALL 24 SOCCER REF	140.00
KONICA MINOLTA	DEC MONTHLY INVOICE MILEAGE FOR MEDIACOM EQUIPMENT	35.20
LARAIN CLIMER		17.29
LOWE'S	NOV PURCHASES	225.36
MATHESON TRI GAS INC	OXYGEN	40.75
MIDAMERICAN ENERGY	GAS/ELEC	2485.39
ORKIN	DEC MONTHLY DCF GRANT STATUS MEETING MILES	63.40
SAM CHIA		25.20
THE HARTFORD	DECEMBER LIFE PREMIUMS	502.09
THORPE WATER DEV CO	NOVEMBER OP BY AFFIDAVIT	400.00
TREAS - ST OF IA SALES TX	NOV WATER EXCISE TAX	1782.49
UMB BANK NA	BOND PAYMENTS	23700.00
US POSTMASTER	UB Postage Deposit - NovDecJan	750.00
VERIZON WIRELESS	WATER PHONES	760.40
VM COMMUNITY DEVELOPMENT	FLAG SUBSCRIPTION	250.00
VM YOUTH WRESTLING	RESISUE 23-24 REGISTRATION FEE	7178.06
WASTE SOLUTIONS OF IA	KYBOS - PARKS	162.00
WELLMARK	DECEMBER MEDICAL PREMIUMS	11510.86
WELLS FARGO CC	STREET SIGNS - BILL TO CONTRAC	4297.80
WHITFIELD & EDDY PLC	LEGAL SERVICES	5055.00
Accounts Payable Total		83219.47
GENERAL		15569.27
PARK OPERATIONS		9226.04

ROAD USE TAX	3383.43
EMPLOYEE BENEFITS	8153.00
LIBRARY TRUST FUND	4054.40
DEBT SERVICE	23700.00
MICROSOFT CIP	494.92
WATER	11919.72
SEWER	6718.69
TOTAL FUNDS	83219.47

- f. November Financial Statements
- g. November Building Permit Report
- h. IPAIT Update – November 2024
- ~~i. SICOG Update – November 2024~~
- j. Resolution #2024-133 Appointing a Representative to the Dallas County Emergency Management Commission
- k. Resolution #2024-134 Appointing a Representative and Alternate to the Des Moines Area Metropolitan Area Planning Organization
- l. Resolution #2024-135 Appointing a Representative and Alternate to the Dallas County 911 Board
- m. Resolution #2024-136 Approving a Wage Increase - Delic
- n. Resolution #2024-137 Approving CY25 Council Meeting Schedule
- o. Resolution #2024-138 Approving CY25 Depository
- p. Resolution #2024-139 Approving CY25 Mayor Pro Tem
- q. Resolution #2024-140 Approving CY25 Wellmark Renewals – Employee Benefits
- r. Resolution #2024-141 Setting Date for Public Hearing on Designation of the Expanded Van Meter Urban Renewal Area and on Urban Renewal Plan Amendment, 2025 Addition
- s. Resolution #2024-142 Authorizing an Agreement for Professional Services – Microsoft Public Improvements F90 (360th Street) Bridge Inspections
- t. Resolution #2024-143 Authorizing an Agreement for Professional Services – Raccoon Valley Land Surveying – Municipal Building Project – 601 Main Street
- u. Resolution #2024-144 Approving Members to be Appointed to the Van Meter Volunteer Fire Department – Nobel & Durflinger
- v. Liquor License Renewal – Casey’s General Store

City Clerk Drake noted that items #7e, 7f, and additional information pertaining to 7s were provided prior to the meeting. She also noted that there was an error in the resolution setting the meeting schedule for CY25 in the packet. The provided resolution showed both the November business meeting and workshop on the same date, the correct date for the business meeting is 11/10/25 and will be reflected on the executed resolution. Item #7i has been pulled from the agenda as SICOG yet again did not provide a monthly update. Brott moved, supported by Grolmus to approve the consent agenda as amended. 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)**

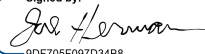
- 8) The City received a request from Brooks Newton, a resident in a recently annexed portion of the City (Hickory Lodge Plat 5), to bow hunt deer on his personal property. The development’s HOA passed a motion allowing bow hunting within the development on personal property. However, Chapter 41 of the City Code prohibits the discharge of firearms and weapons including arrows. Council engaged in discussion. Akers stated that he was in favor of granting an exception to the code. Mayor Herman asked the property size. Newton responded that the property is just under 2 acres and he has discussed & received the ok from his neighbors. Grolmus stated that other cities allow for urban bow hunting. Pelz stated that he doesn’t have an issue with the request & appreciates the proactive nature of the request; however, he also noted that granting the exception may open a can of worms and stated that the Council may want to look at adopting a code to allow instead of a case by case basis. Westfall stated that she has the same concerns as Akers & Pelz. Chief Brown noted that if the exception is granted, DNR rules apply and that the exception should clearly state for bow hunting only. Grolmus moved, supported by Akers, to approve the request to bow hunt on private property by Brooks Newton with the condition that DNR regulations are followed and that the exception only applies to bow hunting deer within the appropriate season. On roll call the votes were as follows: Akers – YES; Brott – NO; Grolmus – YES; Pelz – YES; Westfall – NO. **YES (3) NO (2) ABSTAIN (0) ABSENT (0)**
- 9) The City received a plat of survey for parcels located within the City’s Corporate Limits. The City Engineer reviewed for compliance to the City’s Sub-Division Ordinance and provided a letter of review & recommendation to the Planning & Zoning Commission. The Commission reviewed the plat on December 2 and in line with the City Engineer, recommended approval of the Plat and granting of a wavier of compliance with the City’s Sub-Division Ordinance. Brott moved, supported by Grolmus, to adopt Resolution #2024-145 Accepting the Plat of Survey for Parcels 24-108, 24-109, and 24-123 and granting a waiver of compliance with the City’s Sub-Division Ordinance. 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)**
- 10) **Public Hearing #1 Voluntary, Non-Consenting Annexation – Van Meter Country Estates Plat 1 and Certain Real Estate Owned by Edith Ann Westfall**
 Grolmus moved, supported by Brott, to open the public hearing. 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)** The public hearing was open as of 7:17pm. Staff received no comments prior to the hearing. City Clerk Drake provided a summary of the proposed annexation. Citizen Ben Clark noted that a prior version of the proposed resolution contemplated adherence to certain pre-annexation agreements and the version in this packet did not. City Clerk Drake stated that the language regarding the pre-annexation agreements would be added prior to execution. Brott moved, supported by Grolmus, to close the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – ABSTAIN. **YES (4) NO (0) ABSTAIN (1) ABSENT (0)** The public hearing was closed as of 7:20pm.

Public Hearing #2 Proposed Plans, Specifications, Forms of Contract and Estimate of Cost for the proposed Water Main Replacement Project – Phase 1


Brott moved, supported by Grolmus, to open the public hearing. 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)** The public hearing was open as of 7:020pm. Staff received no comments prior to the hearing. Engineer Randy Johnson provided a brief over of the plans. Citizen Ben Clark asked about the location of the project and cost of the project to property owners. PW Director McCombs described the location of the project on the south west side of town and stated that there is no cost billed to the impacted property owners. Citizen Dan Porter asked about the project timeline. Engineer Veenstra described the timeline and stated there will be limited disturbances to road accessibility. Brott moved, supported by Grolmus, to close the public hearing. 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)** The public hearing was closed as of 7:25pm.

- 11) City Clerk Drake provided a brief description of the annexation timeline and noted that the pre-annexation agreement language previously reviewed would be included in the resolution prior to execution. Akers moved, supported by Grolmus, to adopt Resolution #2024-150 Assenting to the Annexation of Certain Real Estate Identified as Van Meter Country Estates Plat 1 – Lots 1, 7, 8, 9, 10 and 11 and Certain Real Estates owned by Edith Ann Westfall including non-consenting property identified herein as amended. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – ABSTAIN. **YES (4) NO (0) ABSTAIN (1) ABSENT (0)**
- 12) Grolmus moved, supported by Westfall, to adopt Resolution #2024-151 Approving and Confirming Plans, Specifications, Form of Contact and Estimate of Cost for the Water Main Replacement Project – Phase 1. 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)**
- 13) Engineer Johnson discussed the bids received. Bids ranged from \$670,000 to \$1,100,000 and there were 7 submissions. Brott asked if it is concerning that the engineers estimate was so much higher than the bids. Engineer Veenstra stated that he recently did a bid letting Deadham for the same type of project and the bids were much lower than the estimate and he is comfortable with the contractor and the pricing.
- 14) Grolmus moved, supported by Akers, to adopt Resolution #2024-152 Awarding Contract for the Water Main Replacement Project – Phase 1 to United Utilities and Excavating LLC in the amount of \$673,648.00 . 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)**
- 15) Akers moved, supported by Westfall, to make this reading the first and final reading of Ordinance #2024-28 An Ordinance Amending Ordinance #202-02 Providing for the Division of Taxes Levied on Taxable Property in the February 2020 Addition to the Van Meter Urban Renewal Area Pursuant to Section 403.19 of the Code of Iowa, waiving the requirement for subsequent readings and moving to approval and adoption of said Ordinance 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)**
- 16) Grolmus moved, supported by Brott, to adopt Resolution #2024-153 Setting the Date of Public Hearing relating to a proposed amendment to the Code of Ordinances of the City of Van Meter – Section 63.04 Special Speed Zones of Chapter 63 Speed Regulations – 340th Trail for Monday, January 13, 2025 at 7:00pm. 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)**
- 17) Brott moved, supported by Westfall, to adopt Resolution #2024-154 Setting Date of Public Hearing for proposed amendments to the Code of the City of Van Meter – Repealing the Following Chapters: Chapter 155 Adoption of Codes, Chapter 157 Mechanical Code, Chapter 158 Property Maintenance and Housing Code, Chapter 159 Plumbing Code and Chapter 160 Fuel Gas Code AND Repealing and Replacing Chapter 156 Building Code for Monday, January 13, 2025 at 7:00pm. 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)**
- 18) Pelz moved, supported by Grolmus, to adopt Resolution #2024-155 Setting Date of Public Hearing for a proposed amendment to the Code of the City of Van Meter adding Chapter 51 Shipping Containers for Monday, January 13, 2025 at 7:00pm. 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)**
- 19) Akers moved, supported by Westfall, to adopt Resolution #2024-156 Awarding Contract for the Community Engagement Phase of the City’s Municipal Building Project to Invision Architecture. 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)**
- 20) Mayor Herman led a discussion regarding a potential street project near the Municipal Building Project. The potential street project is not in scope of the Municipal Building Project and would need a separate agreement with Bolton & Menk. Akers moved, supported by Grolmus, to adopt Resolution #2024-157 Approving Agreement for Professional Services with Bolton & Menk – Street Concept. The Mayor stated that he would be meeting with Bolton & Menk the next regarding the project. 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)**
- 21) Parks & Rec Director Sam Chia provided a Master Trails Update. The City was assigned a project manager with the DOT which allows Bolton & Menk to move forward with certain activities including surveying which is taking place during the week of 12/9/24.
- 22) City Clerk Drake provided an overview of the status of the implementation of the cloud based subscription of gWorks from the licensed, on-premise solution and the challenges, not just for Van Meter but for several. She also discussed possible next steps.
- 23) Staff Reports were included in the packet. City Administrative staff noted the auditors are onsite for the week of 12/9 & efforts continue on budget planning & economic development activities. Public Works called out issues and a plan to correct the issues with the West Well. Police provided an update on training activities and reported that there were 179 total calls in November with 108 being traffic stops. Fire reported that there were 42 calls in November of which 14 were in De Soto, 19 in Van Meter and 9 were not responded to. Library reported they are working on budget activities and planning for 2025 programming. Councilmember Westfall publicly recognized Public Works and Police on the their recent completed trainings and publically thanked all involved in the City’s Christmas activities.

24) Brott moved, supported by Grolmus, to adjourn the meeting. 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)** The meeting was adjourned at 8:15pm.

Signed by:

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Joe Herman, Mayor

DocuSigned by:

8D7992E9DD81487...

Jessica Drake, City Clerk

PUBLIC MEETING

Governmental Body: Van Meter Board of Adjustment

Date of Meeting: Thursday, December 19, 2024

Time/Location of Meeting: 6:00pm – 310 Mill Street (City Hall)

1. Call to Order/Roll Call

The Van Meter Board of Adjustment Public Meeting was called to order at 7:00pm on Thursday, December 19, 2024 by City Clerk Drake. Board Members Present: Dennis Carter via phone, Brian Anderson, Jarin Young, David Lyons and Tony Doremus. Staff Present: City Clerk Jess Drake. Public present: Barb Gronwold, John Gronwold, Rick Wyant, Jesse Maffin, Keri Salancik, Mark Salancik, Paul Scieszinski, Austin Reed and Katey Farrell.

2. Approval of Agenda

Young moved, supported by Doremus to approve the agenda.

Carter – YES; Anderson – YES; Lyons - YES; Young – YES; Doremus – YES.

Motion carried.

3. Approval of the Minutes from November 6, 2024

Anderson moved, supported by Young to approve the minutes from November 6, 2024 as presented.

Carter – YES; Anderson – YES; Lyons - YES; Young – YES; Doremus – YES.

Motion carried.

4. Public Hearing

Doremus moved, supported by Young, to open the public hearing.

Carter – YES; Anderson – YES; Lyons - YES; Young – YES; Doremus – YES.

The public hearing was open as of 6:02pm.

A. Conditional Use Permit Application

A Conditional Use Permit Application has been submitted by Austin Reed, potential buyer of 325 Grand Street, Van Meter, IA 50261.

The potential buyer has submitted an application for a Conditional Use Permit for the property located at 325 Grand Street, Van Meter, IA 50261 to establish a used auto dealership. Zoning districts are defined in the Van Meter Code of Ordinances, Chapter 165 Zoning Regulations. The property is currently zoned “C-1 Downtown Commercial District.” Auto sales are not permitted within the C-1 zoning district. A conditional use permit is a permit that allows an exception to the zoning code.

FOR THE RECORD

Notice of Public Hearing was published in the Des Moines Register on December 11, 2024. The Notice was also posted at the Van Meter City Hall, Van Meter Public Library, Van Meter Post Office and electronically at www.vanmeteria.gov.

CITY REPORT

City Clerk Drake recounted a summary of the application request, a recap of prior discussions with Van Meter’s Planning & Zoning Commission, the City’s Zoning Administrator and Van Meter’s Economic Development committee. As a separate issue, Planning & Zoning is reviewing the permitted uses as well as current uses of existing commercial properties currently zoned C1 in the downtown area. There is a desire to

address existing issues of non-conformance while still encouraging and enabling commercial activities in the C1 district. She also stated that, if approved, the Conditional Use Permit applies to this business run by this business owner only. It does not carry with the property if it were to change hands and the City does have the ability and authority to place certain restrictions or required compliance items within the permit issuance.

APPLICANT REPRESENTATIVES

Austin Reed provided a description of his requested proposed use of a used auto store, stating that internet advertising is the primary advertising of his business model. He detailed the other auto sales establishments that he owns in both De Soto and Carlisle, along with Hawkeye Auto Salvage in DeSoto. He acknowledged the need to comply with City Code as it relates to building improvements, lighting, etc.

WRITTEN COMMENTS RECEIVED BY CITY PRIOR TO HEARING

The City received 1 written comment prior to the hearing. Iowa Interstate Railroad (an adjacent property owner) stated they take no exception to the proposed Conditional Use Permit as long as there are no impacts to or encroachments on IAIS property. The City received no additional comments after publication and posting the hearing notice.

PUBLIC INPUT

Residents Barb & John Gronwold expressed safety concerns with the structural integrity of the buildings on the western property line and expressed further concerns about the quantity of varmints as a result of the state and vacancy of said buildings. The applicant stated that he too has no desire for varmints or unsafe buildings and would evaluate to determine the structural integrity of the buildings and would be doing overall clean up and upkeep of the property.

Business Owner Paul Scieszinski expressed overall concerns with zoning administration and the need for administration and enforcement of zoning in Van Meter in general.

Resident Marc Salancik requested clarification from the applicant on the customer base he is attracting and type of vehicles to be sold. He also stated the desire to see the lighting standards upheld and expressed concerns about additional foot traffic in the area of potential customers. The applicant stated that the business model doesn't require a "showroom" type of dealership, the internet and word of mouth are the primary selling facets. He described the typical cars to be sold as used, domestic vehicles with less than 100,000 miles. While there will be staff on site, the majority of the customer interactions will be by appointment. He restated the understanding and desire to adhere to city code as it relates to building requirements, site plan standards, etc.

Katy Farrell, who was also in attendance at the Planning & Zoning Commission meeting of which this was a topic, stated that the applicant and realtor both understand the Conditional Use Permit to be a bridge to gap between now & future zoning changes.

APPLICANT CLOSING SUMMARY

Austin Reed stated that he desires to be an asset to the community and believes that he has a proven business model that will work in this space and he wants to be part of the community. He reiterated the acknowledgement and desire to adhere to the City's requirements, rules and regulations.

CITY CLOSING SUMMARY

City staff provided no additional comment.

Young moved, supported by Doremus to close the public hearing. Carter – YES; Anderson – YES; Lyons - YES; Young – YES; Doremus – YES.

The public hearing was closed as of 6:49pm.

5. Discussion & Action by Board of Adjustment regarding the Variance Request as described in Agenda Item 3A

DISCUSSION

Board Members, Applicant Representatives, and City Staff discussed the variance request. Board Member Anderson expressed concerns about the expiration or length of permit if the proposed PUD zoning changes don't pass. He also expressed desire to ensure that certain restrictions are included in the CUP if approved including but not limited to lighting. Board Member Young believes that the proposed conditions of requiring screening along parameter fencing, general property clean up, adherence to parking rules & regulations as well as building codes seems reasonable. Board Member Doremus stated that he understands what the applicant is trying to do and thinks its doable in the location of 325 Grand Street.

Young moved, supported by Doremus, to approve a Conditional Use Permit to Austin Reed for a used auto part store at the property located at 325 Grand Street with the following conditions: requirement of screening on parameter fencing, compliance with the City's codes (specifically calling out parking, lighting & building improvements/inspections) and general clean up & maintenance of the property.

On roll call, the votes were as follows: Carter – YES; Anderson – YES; Lyons – YES; Young – YES; Doremus – YES.

The application for a Conditional Use Permit by Austin Reed for a Used Auto Sales Store at 325 Grand Street is approved with conditions until such a time that overall zoning changes are made to the current C1 zoning.

6. Adjournment

Doremus moved, supported by Anderson, to adjourn the meeting.

Carter – YES; Anderson – YES; Lyons - YES; Young – YES; Doremus – YES.

Meeting was adjourned at 7:00pm.

Jessica Drake
City Clerk, City of Van Meter

City of Van Meter, Iowa

Planning & Zoning Commission Meeting, Wednesday, January 8, 2025

- 1) The Van Meter Planning & Zoning Commission met on Wednesday, January 8, 2025 for a regularly scheduled meeting. Chairperson Wahlert called the meeting to order at 5:34pm.
Commissioners Wahlert, Feldman, Hulse, Cook & Miller were present. Commissioners DeVore and Coyle were absent. City Clerk Drake & City Engineer Randy Johnson were in attendance. The public audience included Joe Herman and Gage DeCook.
- 2) Hulse moved, supported by Miller, to approve the agenda. Motion passed unanimously.
- 3) Cook moved, supported by Feldman, to approve the minutes from the Planning & Zoning Meeting held on December 02, 2024. Motion passed unanimously.
- 4) The Commission discussed Site Plan #3 submitted by the Van Meter Community School District. Staff and the City Engineer reviewed the plan, elevation drawings and stormwater management documents. The City Engineer recommended approval. Hulse moved, supported by Feldman, to recommend approval Site Plan to Council. On roll call, the votes were as follows: Wahlert – YES; Feldman – YES; Hulse – YES; DeVore – ABSENT; Cook – YES; Coyle – ABSENT; Miller – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (2)**
- 5) The Commission discussed the proposed Urban Renewal Plan Amendment which brings in the property acquired by Microsoft known as Vision Park and the correlating project as well as the Municipal Building Project at 601 Main Street. Miller moved, supported by Cook, to recommend approval of the plan amendment to Council. On roll call, the votes were as follows: Wahlert – YES; Feldman – YES; Hulse – YES; DeVore – ABSENT; Cook – YES; Coyle – ABSENT; Miller – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (2)**
- 6) The Commission reviewed a staff recommendation to assign a different street name to the newly constructed portion of Arlington Avenue west of Park Street. Cook moved, supported by Hulse, to recommend assignment of the name West Arlington Avenue to the newly constructed street to Council. On roll call, the votes were as follows: Wahlert – YES; Feldman – YES; Hulse – YES; DeVore – ABSENT; Cook – YES; Coyle – ABSENT; Miller – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (2)**
- 7) Cook moved, supported by Hulse, to adjourn the meeting. Motion passed unanimously. The meeting adjourned at 6:00pm.

Added - January 13, 2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ACCO	WATER CHEMICALS		850.00		
ADT SECURITY SERVICES	ALARM MONITORING SERVICE PLAN		172.62		
AFLAC	AFLAC PRETAX		120.43	11180253	12/20/24
AINSLEY WATSON	FALL 24 SOCCER REF		185.00		
ALL AMERICAN TURF BEAUTY	2025 PREPAY - APPLICATION		301.11		
AMAZON CAPITAL SERVICES	DECEMBER AMAZON		1,236.01		
APPLIED CONCEPTS	STALKER RADAR		3,970.00		
ARNOLD MOTOR SUPPLY	PW HEADLIGHT		12.08		
AT&T MOBILITY	PD/FD PHONE SERVICE		277.56		
AVEY WATSON	FALL 24 SOCCER REF		20.00		
BALDON & SON HARDWARE	BULK FASTENERS		56.88		
BASE	FEB CAFETERIA MONTHLY		30.00		
BEDWELL GARDENS	12X PEAT MOSS		240.00		
BOLTON & MENK INC	RICHLAND RD TRAIL PROJECT		2,377.50		
C & K ELECTRIC LLC	WEST PUMP SERVICE CALL		467.34		
COLLABORATIVE SUMMER READ	CY25 SUMMER READING		625.05		
CONTINENTAL RESEARCH CORP	XTRA MUSCLE BRAKE & PARTS		727.94		
CULLIGAN	CITY HALL WATER - DEC		61.31		
D AND G AUTO GROUP	PW TRUCK MAINTENANCE		437.50		
DANE BERNHARDT	SOCCER REF RECERTIFICATION		62.50		
DENMAN	FY24 AUDIT		14,000.00		
EARLHAM SAVINGS BANK	EBANK EFT ACH FEES	25.00		11180265	12/13/24
EARLHAM SAVINGS BANK	SAFE DEPOSIT BOX PAYMENT	56.00	81.00	11180266	12/20/24
EFTPS	FED/FICA TAX	6,897.77		11180252	12/20/24
EFTPS	FED/FICA TAX	6,897.10		11180256	1/03/25
EFTPS	FED/FICA TAXES	4,967.82	18,762.69	11180268	12/30/24
FELD FIRE	FD TRUCK MAINTENANCE		2,771.00		
FENIX USA LLC	MONTHLY HOSTING CHARGE		289.30		
FIRE SAFETY USA	2X FIRE HELMET		815.35		
FIRE SERVICE TRAINING BUREAU	YOUNG 2 DAY REG FEE		200.00		
GATEHOUSE MEDIA IA HOLDINGS	20241209 MINUTES	365.20		11180248	12/13/24
GATEHOUSE MEDIA IA HOLDINGS	20231113 MINUTES	333.40		11180249	12/13/24
GATEHOUSE MEDIA IA HOLDINGS	2025 URA AMENDMNET PH	97.00		11180254	12/20/24
GATEHOUSE MEDIA IA HOLDINGS	CHPT 51 PUBLIC HEARING	28.00		11180257	12/23/24
GATEHOUSE MEDIA IA HOLDINGS	BUILDING CODE PUBLIC HEARING	31.00		11180258	12/23/24
GATEHOUSE MEDIA IA HOLDINGS	PD SPEED CHANGE PH	42.32		11180263	12/23/24
GATEHOUSE MEDIA IA HOLDINGS	REZONING ORD 2023-01	55.60		11180267	12/11/24
GATEHOUSE MEDIA IA HOLDINGS	WAGEREPORT24	45.40		11180276	1/09/25
GATEHOUSE MEDIA IA HOLDINGS	20241209 MINUTES	202.39	1,200.31		
gWORKS	ANNUAL SUBSCRIPTION FEE		8,466.00		
HEARTLAND BUSINSES SYSTEM	DECEMBER MONTHLY		4,453.93		
HEARTLAND COOP	LP		555.06		
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER		907.42		
IOWA DEPT OF PUBLIC SAFEY	FY25 QUARTERLY INV OCT-DEC 24		300.00		
IOWA ONE CALL	EMAIL LOCATES		36.10		
IOWA STATE UNIVERSITY	IMFOA TRAINING		64.00	11180272	1/06/25
IPERS	PROTECT IPERS	4,491.57		11180250	12/20/24
IPERS	IPERS	2,618.57	7,110.14	11180269	12/30/24
JESTER INSURANCE SERVICE	CHANGES TO CANAM & CUB - PR		282.00		
JONES CREEK APPAREL	PD WINTER HATS		140.00		
KONICA MINOLTA	JAN MONTHLY BILL		35.20		
LAURA KUNKEL	CLEANING SERVICES 11/10 11/24		125.00		
LOWE'S	DEC LOWES		347.50		
MATHESON TRI GAS INC	OXYGEN		41.78		

CLAIMS REPORT
 Check Range: 12/11/2024- 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MEDIACOM	INTERNET SERVICES		674.35	11180273	1/13/25
MIDAMERICAN ENERGY	GAS/ELEC - DEC24		3,396.65		
MOTOROLA	PD BODY CAM & CHARGE STATION		1,980.00		
OFFICE OF AUDITOR OF STATE	FY23 AUDIT		23,665.80		
OMNISITE	CY25 MONITORING		594.00		
ORKIN	JANUARY PEST CONTROL		79.00		
REGAN BERNHARDT	SOCCER REF		62.50		
SHAE BERNHARDT	SOCCER REF RECERTIFICATION		62.50		
SHELLY JAMES	DECEMBER CLEANING		90.00		
STIVERS FORD	PD TRUCK PORTION ONLY		49,433.00		
THORPE WATER DEV CO	MONTHLY CHARGE		400.00		
TREAS - ST OF IA SALES TX	DECEMBER WET TAX	1,594.16		11180274	1/12/25
TREAS - ST OF IA SALES TX	24SALESTAX23BAL	7,737.81	9,331.97	11180275	1/13/25
TREAS - STATE OF IOWA W/H	STATE TAX	1,051.60		11180251	12/20/24
TREAS - STATE OF IOWA W/H	STATE TAXES	741.63	1,793.23	11180270	12/30/24
UMB BANK NA	BOND PAYMENTS		600.00	11180247	12/24/24
VEENSTRA & KIMM INC	BUILDING PERMIT FEES FOR NOV		18,379.62		
VERIZON WIRELESS	PHONE & TABLET CHARGES		951.23		
WASTE CONNECTIONS	GARBAGE CONTRACT DEC & JAN		25,147.08		
WASTE SOLUTIONS OF IA	KYBOS - PARKS		162.00		
WEX BANK	PD FUEL		1,661.61	11180255	12/13/24
ZIEGLER INC	GENERATOR REPAIR		1,563.74		
			=====		
	Accounts Payable Total		213,242.89		
	Invoices: Paid		41,197.34		
	Invoices: Scheduled		172,045.55		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	161,874.23
059	PARK OPERATIONS	1,934.76
110	ROAD USE TAX	3,928.89
112	EMPLOYEE BENEFITS	30.23-
182	LIBRARY TRUST FUND	3,226.60
200	DEBT SERVICE	600.00
315	MASTER TRAILS PROJECT	2,377.50
330	WATER SUPPLY IMPROVEMENTS	2,223.48
340	MICROSOFT CAPITAL IMPROVE	8,506.00
600	WATER	14,509.68
610	SEWER	14,091.98

	TOTAL FUNDS	213,242.89

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1						Beginning Statement Balance	4,649,402.22
8318558	12/02/2024	RM					1,399.18
8318591	12/03/2024	RM					348.88
8318592	12/04/2024	RM					4,818.99
8318593	12/05/2024	RM					848.99
8318595	12/06/2024	RM					219.26
8318596	12/09/2024	RM					4,585.91
8318597	12/10/2024	RM					1,172.43
8318598	12/10/2024	RM					87.28
8318599	12/11/2024	RM					3,254.46
8318600	12/02/2024	BK					36.47
8318601	12/03/2024	BK					99.00
8318602	12/02/2024	BK					192.82
8318603	12/03/2024	BK					445.18
8318604	12/03/2024	BK					458.20
8318605	12/04/2024	BK					450.78
8318606	12/04/2024	BK					908.59
8318607	12/05/2024	BK					137.99
8318608	12/05/2024	BK					694.51
8318609	12/06/2024	BK					81.31
8318610	12/06/2024	BK					170.00
8318611	12/06/2024	BK					323.03
8318612	12/09/2024	BK					166.20
8318613	12/09/2024	BK					814.33
8318614	12/10/2024	BK					4,931.35
8318615	12/10/2024	BK					225.53
8318616	12/10/2024	BK					5,327.80
8318617	12/09/2024	BK					235.90
8318618	12/11/2024	BK					538.77
8318619	12/12/2024	RM					1,990.57
8318620	12/15/2024	BK					30,513.75
8318621	12/13/2024	RM					281.04
8318622	12/13/2024	BK		MAN CC BREAKBILL 61023002			137.53
8318623	12/16/2024	RM					4,457.68
8318624	12/17/2024	RM					2,888.35
8318625	12/12/2024	BK					110.69
8318626	12/12/2024	BK					130.22
8318627	12/13/2024	BK					461.47
8318628	12/13/2024	BK					858.01
8318629	12/16/2024	BK					123.16
8318630	12/16/2024	BK					607.26
8318631	12/17/2024	BK					621.13
8318632	12/17/2024	BK					1,364.43
8318633	12/17/2024	BK					864.44
8318634	12/18/2024	RM					605.79
8318636	12/19/2024	RM					350.50
8318637	12/12/2024	BK					549.13
8318638	12/17/2024	BK					1,192.44
8318639	12/19/2024	BK					89.84
8318640	12/19/2024	BK					639.73
8318641	12/19/2024	BK					139.75
8318642	12/18/2024	BK					1,203.25
8318643	12/18/2024	BK					373.92

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1							- continued -
8318644	12/19/2024	BK					132.18
8318645	12/20/2024	BK					141.00
8318646	12/20/2024	RM					143.66
8318647	12/23/2024	RM					3,550.31
8318648	12/27/2024	RM					105.41
8318649	12/24/2024	BK					87.82
8318650	12/23/2024	BK					97.49
8318651	12/23/2024	BK					235.66
8318652	12/24/2024	BK					367.06
8318653	12/24/2024	BK					180.52
8318654	12/26/2024	BK					92.11
8318655	12/27/2024	BK					229.92
8318656	12/25/2024	BK					534.20
8318657	12/30/2024	BK					313.91
8318658	12/30/2024	BK					695.78
8318659	12/30/2024	BK					217.23
8318660	12/30/2024	RM					4,654.55
8318661	12/20/2024	GL					29,425.20
8318662	12/09/2024	GL					884.74
8318663	12/12/2024	GL					17,028.11
8318664	12/13/2024	GL					246.60
8318665	12/13/2024	GL					28,630.34
8318666	12/31/2024	BK					390.82
8318667	12/31/2024	BK					232.89
8318668	12/31/2024	GL					2,043.79
8318669	12/24/2024	GL					13.12
8318670	12/10/2024	GL					.43
33022	11/12/2024	AP	1177	ADAM BOECK		485.00	
33025*	11/12/2024	AP	1240	ANDREW COOPER		68.61	
33042*	11/12/2024	AP	1258	GABE SCOTT		330.00	
33060*	11/12/2024	AP	1108	KATE OLIVER		90.00	
33061	11/12/2024	AP	1342	KEENAN LUNDY		170.00	
33083*	11/12/2024	AP	1345	TRINDLE RIDGE LLC	11,279.00		
33099*	11/26/2024	AP	30	AGSOURCE COOPERATIVE SERVICES		14.50	
33100	11/26/2024	AP	39	ARNOLD MOTOR SUPPLY		37.06	
33101	11/26/2024	AP	1338	C & K ELECTRIC LLC	2,942.16		
33102	11/26/2024	AP	7	CUSTOM LAWN CARE & LANDSCAPING	1,985.00		
33103	11/26/2024	AP	404	DALLAS CO TREASURER	4,940.00		
33104	11/26/2024	AP	1274	FENIX USA LLC	29,900.00		
33105	11/26/2024	AP	191	FRANK DUNN CO	989.00		
33106	11/26/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS	287.40		
33108*	11/26/2024	AP	280	HAWKEYE TRUCK EQUIPMENT	725.42		
33109	11/26/2024	AP	1277	HEARTLAND BUSINESSES SYSTEM	1,301.21		
33110	11/26/2024	AP	295	INTERSTATE ALL BATTERY CENTER	27.10		
33111	11/26/2024	AP	82	IOWA ONE CALL	80.30		
33112	11/26/2024	AP	2	IOWA PRISON INDUSTRIES	265.32		
33113	11/26/2024	AP	1270	JMT TRUCKING	2,456.69		
33114	11/26/2024	AP	228	JONES CREEK APPAREL	298.00		
33115	11/26/2024	AP	1035	LEXIPOL LLC	1,942.82		
33116	11/26/2024	AP	1257	PROFESSIONAL DEVELP OF IA	375.00		
33117	11/26/2024	AP	453	SHELLY JAMES	90.00		
33118	11/26/2024	AP	1310	TUCKER WILCOX	50.00		

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1				- continued -			
33119	11/26/2024	AP	1161	UNDERGROUND SOLUTIONS		1,800.00	
33120	11/26/2024	AP	134	UTILITY EQUIPMENT CO		975.25	
33121	11/26/2024	AP	35	VEENSTRA & KIMM INC		49,476.57	
33123*	11/26/2024	AP	820	WASTE SOLUTIONS OF IA		876.00	
33124	11/26/2024	AP	28	WHITFIELD & EDDY PLC		2,898.00	
33125	11/27/2024	AP	16	US POSTMASTER		750.00	
33126	12/06/2024	PR	157	SPENCER M LEONARD		186.20	
33127	12/05/2024	PR	139	ANDREW E COOPER		197.95	
33128	12/10/2024	AP	6	ACCO		442.00	
33129	12/10/2024	AP	30	AGSOURCE COOPERATIVE SERVICES		861.25	
33130	12/10/2024	AP	1196	AMAZON CAPITAL SERVICES		811.73	
33131	12/10/2024	AP	964	AT&T MOBILITY		277.56	
33132	12/10/2024	AP	96	BALDON & SON HARDWARE		50.99	
33133	12/10/2024	AP	1242	BASE		30.00	
33134	12/10/2024	AP	103	CULLIGAN		82.42	
33135	12/10/2024	AP	414	DEMCO		2,354.03	
33136	12/10/2024	AP	1198	ELECTRIC PUMP		2,096.40	
33137	12/10/2024	AP	145	ESRI INC		825.00	
33138	12/10/2024	AP	1274	FENIX USA LLC		289.30	
33139	12/10/2024	AP	280	HAWKEYE TRUCK EQUIPMENT		41.00	
33141*	12/10/2024	AP	1277	HEARTLAND BUSINSES SYSTEM		3,142.04	
33142	12/10/2024	AP	99	HEARTLAND COOP		504.24	
33143	12/10/2024	AP	81	INDUSTRIAL CHEM LABS		895.28	
33144	12/10/2024	AP	168	IOWA LIBRARY ASSOCIATION		30.00	
33145	12/10/2024	AP	1180	IOWA RUSH		315.00	
33146	12/10/2024	AP	1273	JACK KRIEGER		140.00	
33147	12/10/2024	AP	5	KONICA MINOLTA		35.20	
33148	12/10/2024	AP	1348	LARAIN CLIMER		17.29	
33149	12/10/2024	AP	44	LOWE'S		225.36	
33150	12/10/2024	AP	26	MATHESON TRI GAS INC		40.75	
33151	12/10/2024	AP	24	MIDAMERICAN ENERGY		2,485.39	
33152	12/10/2024	AP	1250	ORKIN		63.40	
33153	12/10/2024	AP	1322	SAM CHIA		25.20	
33154	12/10/2024	AP	487	THORPE WATER DEV CO		400.00	
33155	12/10/2024	AP	4	VERIZON WIRELESS		760.40	
33156	12/10/2024	AP	438	VM COMMUNITY DEVELOPMENT		250.00	
33157	12/10/2024	AP	820	WASTE SOLUTIONS OF IA		162.00	
33158	12/10/2024	AP	28	WHITFIELD & EDDY PLC		5,055.00	
119*	12/31/2024	GL					1,741.87
150	12/15/2024	BK		ACH NSF L LEWIS		81.62	
4238	12/06/2024	PR	1	ELIZABETH I FAUST		2,795.76	
4239	12/06/2024	PR	69	MICHAEL A BROWN		2,481.07	
4240	12/06/2024	PR	69	MICHAEL A BROWN		868.67	
4241	12/06/2024	PR	120	EMMA G BACKSTROM		69.04	
4242	12/06/2024	PR	125	MARK J SCHMITT		108.10	
4243	12/06/2024	PR	132	DREW A MCCOMBS		2,492.06	
4244	12/06/2024	PR	134	JESSICA S DRAKE		50.00	
4245	12/06/2024	PR	134	JESSICA S DRAKE		2,242.36	
4246	12/06/2024	PR	135	SHANE M LUYAAS		1,692.66	
4247	12/06/2024	PR	135	SHANE M LUYAAS		781.30	
4248	12/06/2024	PR	139	ANDREW E COOPER		2,136.40	
4249	12/06/2024	PR	140	JONATHA J BASYE		1,523.62	

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1					- continued -		
4250	12/06/2024	PR	142	ADIN DELIC		1,801.51	
4251	12/06/2024	PR	142	ADIN DELIC		852.28	
4252	12/06/2024	PR	146	CALE P MCCLAIN		81.05	
4253	12/06/2024	PR	149	JOAN R VON RUDEN KRUGER		628.91	
4254	12/06/2024	PR	157	SPENCER M LEONARD		1,413.81	
4255	12/06/2024	PR	157	SPENCER M LEONARD		56.07	
4256	12/06/2024	PR	158	SAM CHIA		1,457.28	
4257	12/06/2024	PR	159	LARAIN V CLIMER		1,367.91	
4258	12/06/2024	PR	159	LARAIN V CLIMER		41.26	
4259	12/20/2024	PR	1	ELIZABETH I FAUST		2,795.76	
4260	12/20/2024	PR	69	MICHAEL A BROWN		2,229.52	
4261	12/20/2024	PR	120	EMMA G BACKSTROM		90.96	
4262	12/20/2024	PR	125	MARK J SCHMITT		250.53	
4263	12/20/2024	PR	132	DREW A MCCOMBS		2,492.06	
4264	12/20/2024	PR	134	JESSICA S DRAKE		50.00	
4265	12/20/2024	PR	134	JESSICA S DRAKE		2,260.13	
4266	12/20/2024	PR	135	SHANE M LUVAS		1,692.66	
4267	12/20/2024	PR	139	ANDREW E COOPER		1,688.62	
4268	12/20/2024	PR	140	JONATHA J BASYE		1,523.62	
4269	12/20/2024	PR	142	ADIN DELIC		1,747.48	
4270	12/20/2024	PR	146	CALE P MCCLAIN		83.11	
4271	12/20/2024	PR	149	JOAN R VON RUDEN KRUGER		789.28	
4272	12/20/2024	PR	157	SPENCER M LEONARD		1,413.81	
4273	12/20/2024	PR	158	SAM CHIA		1,385.29	
4274	12/20/2024	PR	159	LARAIN V CLIMER		1,367.91	
4289	12/30/2024	PR	1	ELIZABETH I FAUST		3,238.37	
4290	12/30/2024	PR	132	DREW A MCCOMBS		3,829.74	
4291	12/30/2024	PR	134	JESSICA S DRAKE		50.00	
4292	12/30/2024	PR	134	JESSICA S DRAKE		4,045.76	
11180220	11/22/2024	AP	56	IPERS		9,573.89	
11180228	12/06/2024	AP	59	EFTPS		7,777.11	
11180229	12/02/2024	AP	1244	ELAN FINANCIAL - EBANK CC		300.23	
11180230	12/02/2024	AP	18	DELTA DENTAL		993.94	
11180231	12/02/2024	AP	58	TREAS - ST OF IA SALES TX		1,782.49	
11180232	12/06/2024	AP	59	EFTPS		33.10	
11180233	12/03/2024	AP	10	WELLMARK		11,510.86	
11180235	12/05/2024	AP	59	EFTPS		35.16	
11180239	12/05/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		156.20	
11180240	12/05/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		38.80	
11180241	12/05/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		182.20	
11180242	12/05/2024	AP	19	THE HARTFORD		502.09	
11180243	12/10/2024	AP	180	WELLS FARGO CC		4,297.80	
11180244	12/10/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		429.40	
11180245	12/10/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		232.00	
11180246	12/10/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		611.80	
11180247	12/24/2024	AP	947	UMB BANK NA		600.00	
11180248	12/13/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		365.20	
11180249	12/13/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		333.40	
11180250	12/20/2024	AP	56	IPERS		9,731.53	
11180251	12/20/2024	AP	57	TREAS - STATE OF IOWA W/H		2,220.33	
11180252	12/20/2024	AP	59	EFTPS		6,897.77	
11180253	12/20/2024	AP	887	AFLAC		301.32	

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1				- continued -			
11180254	12/20/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		97.00	
11180255	12/13/2024	AP	912	WEX BANK		1,661.61	
11180257	12/23/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		28.00	
11180258	12/23/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		31.00	
11180260	12/10/2024	AP	550	FORTE		422.65	
11180261	12/10/2024	AP	550	FORTE		34.98	
11180262	12/07/2024	AP	1163	STACK PAY - REC FEES		50.00	
11180263	12/23/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		42.32	
11180264	12/10/2024	AP	180	WELLS FARGO CC		.43	
11180265	12/13/2024	AP	384	EARLHAM SAVINGS BANK		25.00	
11180266	12/20/2024	AP	384	EARLHAM SAVINGS BANK		56.00	
11180267	12/11/2024	AP	20	GATEHOUSE MEDIA IA HOLDINGS		55.60	
11180268	12/30/2024	AP	59	EFTPS		4,967.82	

Fund Description

001	GENERAL	72,697.54	34,739.46
059	PARK OPERATIONS	10,894.30	2,043.79
110	ROAD USE TAX	13,370.40	17,028.11
112	EMPLOYEE BENEFITS	8,122.77	7,015.66
119	EMERGENCY FUND		
121	LOCAL OPTION SALES TAX		29,425.20
125	TIF - GENERAL	11,279.00	6,631.56
182	LIBRARY TRUST FUND	10,920.25	1,070.12
200	DEBT SERVICE	600.00	642.83
305	ARLINGTON ROAD RESURFACE	1,000.00	
320	601 MUNICIPAL BUILDING	4,940.00	
330	WATER SUPPLY IMPROVEMENTS	10,308.00	
340	MICROSOFT CAPITAL IMPROVE	27,886.30	
600	WATER	66,169.16	24,568.69
610	SEWER	27,154.83	13,089.17
Fund Grand Total		265,342.55	136,254.59

Ending Statement Balance 4,559,921.99

Transaction No	Date	Mod	Empł/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1	CHECKING-EARLHAM SAVINGS	BK#1					
						Beginning Statement Balance	4,649,402.22
				141 Credit Transactions		265,424.17	
				80 Debit Transactions			175,943.94
						Ending Statement Balance	4,559,921.99

BANK CASH REPORT 2024

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
CHECKING-EARLHAM SAVINGS BK#1						

BANK CHECKING-EARLHAM SAVINGS BK#1						4,559,921.99
001 CHECKING - GENERAL	70,166.20-	48,452.83	48,707.15	70,420.52-	4,786.62	
049 CHECKING - VEHICLE INSPECTION	38,491.91-	0.00	0.00	38,491.91-		
051 CHECKING - LIBRARY BUILDING	1,639.42-	0.00	0.00	1,639.42-		
052 CHECKING - PW VEHICLE REPLACE	7,000.00	0.00	0.00	7,000.00		
053 CHECKING - FD VEHICLE REPLACE	18,044.93	0.00	0.00	18,044.93		
054 CHECKING - POLICE VEHICLE REP	0.00	0.00	0.00	0.00		
055 CHECKING - 1ST RES VEHICLE REP	40.17	0.00	0.00	40.17		
056 CHECKING - TECHNOLOGY REPLACE	5,000.00	0.00	0.00	5,000.00		
057 CHECKING - BUILDING REPAIR RES	0.00	0.00	0.00	0.00		
058 CHECKING - FARMERS MARKET	0.00	0.00	0.00	0.00	300.00	
059 PARK OPS CHECKING	128,738.64-	2,685.29	6,057.46	132,110.81-	1,674.91	
060 CHECKING	353,002.20	0.00	0.00	353,002.20		
110 CHECKING - ROAD USE TAX	298,649.52	17,630.49	11,984.73	304,295.28	1,030.08	
112 CHECKING - EMPLOYEE BENEFITS	9,548.08	7,015.66	15,231.61	1,332.13		
119 CHECKING - EMERGENCY FUND	36,310.17	0.00	0.00	36,310.17		
121 CHECKING - L.O.S.T.	748,230.92	29,425.20	0.00	777,656.12		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
125 CHECKING - TIF GENERAL	329,617.56	6,631.56	0.00	336,249.12		
126 CHECKING - TIF WH PINES SUBDIV	0.00	0.00	0.00	0.00		
127 CHECKING - TIF POLK CO BANK	0.00	0.00	0.00	0.00		
128 CHECKING - TIF STANDBROUGH	0.00	0.00	0.00	0.00		
129 CHECKING - TIF LMI	274,270.22	0.00	0.00	274,270.22		
180 CHECKING - PARK/REC TRUST	14,211.32-	0.00	0.00	14,211.32-		
181 CHECKING - REC TRUST	35,099.42	0.00	0.00	35,099.42		
182 CHECKING - LIBRARY TRUST	39,088.84	1,889.06	10,080.21	30,897.69	1,007.96	
183 CASH	0.00	0.00	0.00	0.00		
184 CHECKING - CDBG HOUSING PROJ	0.00	0.00	0.00	0.00		
185 CHECKING - REC CAPITAL	0.00	0.00	0.00	0.00		
186 CHECKING - SITE CERT/WA	0.00	0.00	0.00	0.00		
200 CHECKING - DEBT SERVICE	220,222.03	642.83	600.00	220,264.86		
205 CHECKING - WATER DEBT SERVICE	0.00	0.00	0.00	0.00		
213 CHECKING - DEBT SERVICE-LIFT	0.00	0.00	0.00	0.00		
240 CASH	0.00	0.00	0.00	0.00		
300 CHECKING - SIDEWALK PROJECT	0.00	0.00	0.00	0.00		
305 CASH	1,000.00-	0.00	0.00	1,000.00-		
310 CASH	237,117.06	0.00	0.00	237,117.06		
315 CASH	0.00	0.00	0.00	0.00		
320 CASH - CAPTIAL IMPROVE OTHER	133,169.85	0.00	0.00	133,169.85		
325 CASH	0.00	0.00	0.00	0.00		
330 CHECKING WATER SUPPLY IMPROV	786,036.99	0.00	0.00	786,036.99		
335 CASH	0.00	0.00	0.00	0.00		
340 CASH-MICROSOFT CAPITAL IMPRPOV	65,365.55-	0.00	494.92	65,860.47-		
345 CASH	0.00	0.00	0.00	0.00		
500 CHECKING - PERPETUAL CARE	32,010.00	0.00	0.00	32,010.00		
600 CHECKING - WATER	784,244.13	45,548.95	37,259.92	792,533.16	3,888.69	
606 CHECKING - WATER MAIN PROJ	35,564.79	0.00	0.00	35,564.79		
610 CHECKING - SEWER	367,478.38	28,599.89	22,936.45	373,141.82	2,525.90	
612 CHECKING - LAGOON DEBT SERVICE	20,000.00-	0.00	0.00	20,000.00-		
620 CASH	100,270.65	0.00	0.00	100,270.65		
PENDING CREDIT-CARD DEPOSITS					1,303.91	
DEPOSITS					439.56-	

BANK CASH REPORT 2024

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
CHECKING-EARLHAM SAVINGS TOTAL	4,510,402.87	188,521.76	153,352.45	4,545,572.18	14,349.81	4,559,921.99
SAVINGS-WELLS FARGO BK#2						
BANK SAVINGS-WELLS FARGO BK#2						
001 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
056 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
SAVINGS-WELLS FARGO TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
IPAIT BK#3						
BANK IPAIT BK#3						263,907.76
001 IPAIT - GENERAL	120,842.58	444.38	0.00	121,286.96		
049 IPAIT	0.00	0.00	0.00	0.00		
051 IPAIT	0.00	0.00	0.00	0.00		
054 IPAIT	0.00	0.00	0.00	0.00		
057 IPAIT	0.00	0.00	0.00	0.00		
110 IPAIT	0.00	0.00	0.00	0.00		
125 IPAIT	91,096.38	335.02	0.00	91,431.40		
126 IPAIT	0.00	0.00	0.00	0.00		
127 IPAIT	0.00	0.00	0.00	0.00		
180 IPAIT	0.00	0.00	0.00	0.00		
182 IPAIT	18,119.42	66.52	0.00	18,185.94		
500 IPAIT	0.00	0.00	0.00	0.00		
610 IPAIT	32,882.50	120.96	0.00	33,003.46		
612 IPAIT	0.00	0.00	0.00	0.00		
IPAIT TOTALS	262,940.88	966.88	0.00	263,907.76	0.00	263,907.76
PETTY CASH BK#4						
BANK PETTY CASH BK#4						330.00
001 PETTY CASH	100.00	0.00	0.00	100.00		
059 PETTY CASH	200.00	0.00	0.00	200.00		
600 PETTY CASH	30.00	0.00	0.00	30.00		
PETTY CASH TOTALS	330.00	0.00	0.00	330.00	0.00	330.00
Earlham Savings Bank BK#5						
BANK Earlham Savings Bank BK#5						250,000.00
049 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
051 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
054 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
057 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
125 SAVINGS/CD'S	145.89-	0.00	0.00	145.89-		

BANK CASH REPORT
2024

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
180 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
182 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
500 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
612 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
WITHDRAWALS					5,327.09	
TRANSFER-OUT					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	4,773,527.86	189,488.64	153,352.45	4,809,664.05	264,495.70	5,074,159.75

TREASURER'S REPORT
CALENDAR 12/2024, FISCAL 6/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	50,776.38	43,851.19	43,975.16	314.03	50,966.44
049 VEHICLE INSPECTION FUND	38,491.91-				38,491.91-
051 LIBRARY BUILDING FUND	1,639.42-				1,639.42-
052 PW-VEHICLE REPLACEMENT	7,000.00				7,000.00
053 FD-VEHICLE REPLACEMENT	18,044.93				18,044.93
054 PD - VEHICLE REPLACEMENT					
055 VEHICLE REPLACEMENT-FIR	40.17				40.17
056 TECHNOLOGY REPLACEMENT-	5,000.00				5,000.00
057 BUILDING REPAIR RESERVE					
058 FARMERS MARKET					
059 PARK OPERATIONS	128,538.64-	2,043.79	5,415.96		131,910.81-
060 GAS/ELEC FRANCHISE FEE	353,002.20				353,002.20
110 ROAD USE TAX	298,649.52	17,028.11	11,382.35		304,295.28
112 EMPLOYEE BENEFITS	9,548.08	7,015.66	15,231.61		1,332.13
119 EMERGENCY FUND	36,310.17				36,310.17
121 LOCAL OPTION SALES TAX	748,230.92	29,425.20			777,656.12
125 TIF - GENERAL	420,568.05	6,966.58			427,534.63
126 TIF-WH PINES SUBDIVISION					
127 TIF-POLK CO. BANK					
128 TIF-STANDBROUGH					
129 LMI TIF ONLY	274,270.22				274,270.22
180 PARK TRUST FUND	14,211.32-				14,211.32-
181 REC TRUST	35,099.42				35,099.42
182 LIBRARY TRUST FUND	57,208.26	1,136.64	9,261.27		49,083.63
183 VM COMMUNITY BETTERMENT					
184 CDBG/HOUSING PROJECT					
185 REC CAPITAL FUND					
186 SITE CERT/WA PROJECT					
200 DEBT SERVICE	220,222.03	642.83	600.00		220,264.86
205 DEBT SERVICE-WATER					
213 DEBT SERVICE-LIFT STATION					
240 DEBT SERVICE - MICROSOFT					
300 SIDEWALK CAPITAL PROJECT					
305 ARLINGTON ROAD RESURFAC	1,000.00-				1,000.00-
310 TRINDLE CITY PROJECTS	237,117.06				237,117.06
315 MASTER TRAILS PROJECT					
320 601 MUNICIPAL BUILDING	133,169.85				133,169.85
325 WATER MAIN REPLACEMENT P1					
330 WATER SUPPLY IMPROVEMEN	786,036.99				786,036.99
335 WATER TREATMENT FACILITY					
340 MICROSOFT CAPITAL IMPRO	65,365.55-		494.92		65,860.47-
345 WATER MAIN REPLACEMENT P2					
500 CEMETARY-PERPETUAL CARE	32,010.00				32,010.00
600 WATER	784,274.13	40,528.79	32,264.94	25.18	792,563.16
606 WATER MAIN PROJECT	35,564.79				35,564.79
610 SEWER	400,360.88	28,720.85	22,961.63	25.18	406,145.28
612 DEBT SERVICE-SEWER LAGO	20,000.00-				20,000.00-
620 CARES ACT PROJECT FUND	100,270.65				100,270.65
Report Total	4,773,527.86	177,359.64	141,587.84	364.39	4,809,664.05

BALANCE SHEET
CALENDAR 12/2024, FISCAL 6/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	254.32-	70,420.52-
049-000-1110	CHECKING - VEHICLE INSPECTION		38,491.91-
051-000-1110	CHECKING - LIBRARY BUILDING		1,639.42-
052-000-1110	CHECKING - PW VEHICLE REPLACE		7,000.00
053-000-1110	CHECKING - FD VEHICLE REPLACE		18,044.93
055-000-1110	CHECKING - 1ST RES VEHICLE REP		40.17
056-000-1110	CHECKING - TECHNOLOGY REPLACE		5,000.00
059-000-1110	PARK OPS CHECKING	3,372.17-	132,110.81-
060-000-1110	CHECKING		353,002.20
110-000-1110	CHECKING - ROAD USE TAX	5,645.76	304,295.28
112-000-1110	CHECKING - EMPLOYEE BENEFITS	8,215.95-	1,332.13
119-000-1110	CHECKING - EMERGENCY FUND		36,310.17
121-000-1110	CHECKING - L.O.S.T.	29,425.20	777,656.12
125-000-1110	CHECKING - TIF GENERAL	6,631.56	336,249.12
129-000-1110	CHECKING - TIF LMI		274,270.22
180-000-1110	CHECKING - PARK/REC TRUST		14,211.32-
181-000-1110	CHECKING - REC TRUST		35,099.42
182-000-1110	CHECKING - LIBRARY TRUST	8,191.15-	30,897.69
200-000-1110	CHECKING - DEBT SERVICE	42.83	220,264.86
305-000-1110	CASH		1,000.00-
310-000-1110	CASH		237,117.06
320-000-1110	CASH - CAPTIAL IMPROVE OTHER		133,169.85
330-000-1110	CHECKING WATER SUPPLY IMPROV		786,036.99
340-000-1110	CASH-MICROSOFT CAPITAL IMPRPOV	494.92-	65,860.47-
500-000-1110	CHECKING - PERPETUAL CARE		32,010.00
600-000-1110	CHECKING - WATER	8,289.03	792,533.16
606-000-1110	CHECKING - WATER MAIN PROJ		35,564.79
610-000-1110	CHECKING - SEWER	5,663.44	373,141.82
612-000-1110	CHECKING - LAGOON DEBT SERVICE		20,000.00-
620-000-1110	CASH		100,270.65
	CASH TOTAL	35,169.31	4,545,572.18
001-000-1120	PETTY CASH		100.00
059-000-1120	PETTY CASH		200.00
600-000-1120	PETTY CASH		30.00
	PETTY CASH TOTAL	.00	330.00
001-000-1150	IPAIT - GENERAL	444.38	121,286.96
125-000-1150	IPAIT	335.02	91,431.40
182-000-1150	IPAIT	66.52	18,185.94
610-000-1150	IPAIT	120.96	33,003.46
	IPAIT TOTAL	966.88	263,907.76
125-000-1160	SAVINGS/CD'S		145.89-

BALANCE SHEET
CALENDAR 12/2024, FISCAL 6/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	SAVINGS/CD'S TOTAL	.00	145.89-
	TOTAL CASH	<u>36,136.19</u>	<u>4,809,664.05</u>

REVENUE REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	1,080,786.00	43,851.19	777,475.88	71.94	303,310.12
	VEHICLE INSPECTION FUND TOTAL	.00	.00	675.82	.00	675.82-
	LIBRARY BUILDING FUND TOTAL	.00	.00	20.64	.00	20.64-
	PW-VEHICLE REPLACEMENT TOTAL	50,000.00	.00	.00	.00	50,000.00
	PD - VEHICLE REPLACEMENT TOTA	.00	.00	98.88	.00	98.88-
	BUILDING REPAIR RESERVE TOTAL	.00	.00	52.88	.00	52.88-
	PARK OPERATIONS TOTAL	201,000.00	2,043.79	32,107.64	15.97	168,892.36
	GAS/ELEC FRANCHSIE FEE TOTAL	82,000.00	.00	33,045.83	40.30	48,954.17
	ROAD USE TAX TOTAL	514,000.00	17,028.11	107,390.40	20.89	406,609.60
	EMPLOYEE BENEFITS TOTAL	184,406.00	7,015.66	157,629.72	85.48	26,776.28
	EMERGENCY FUND TOTAL	14,000.00	.00	8.89	.06	13,991.11
	LOCAL OPTION SALES TAX TOTAL	430,000.00	29,425.20	200,396.47	46.60	229,603.53
	TIF - GENERAL TOTAL	161,156.00	6,966.58	462,376.67	286.91	301,220.67-
	TIF-WH PINES SUBDIVISION TOTA	.00	.00	702.48	.00	702.48-
	TIF-POLK CO. BANK TOTAL	.00	.00	175.40	.00	175.40-
	LMI TIF ONLY TOTAL	4,008.00	.00	4,008.22	100.01	.22-
	PARK TRUST FUND TOTAL	.00	.00	361.99	.00	361.99-

REVENUE REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	LIBRARY TRUST FUND TOTAL	149,100.00	1,136.64	137,763.66	92.40	11,336.34
	DEBT SERVICE TOTAL	128,688.00	642.83	244,564.90	190.04	115,876.90-
	601 MUNICIPAL BUILDING TOTAL	18,171.00	.00	536,146.62	2,950.56	517,975.62-
	CEMETARY-PERPETUAL CARE TOTAL	2,600.00	.00	359.93	13.84	2,240.07
	WATER TOTAL	616,500.00	40,528.79	269,384.88	43.70	347,115.12
	SEWER TOTAL	382,500.00	28,720.85	181,574.82	47.47	200,925.18
	DEBT SERVICE-SEWER LAGOON TOTA	.00	.00	605.75	.00	605.75-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		4,018,915.00	177,359.64	3,146,928.37	78.30	871,986.63
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	1,322,835.00	43,975.16	732,873.84	55.40	589,961.16
	VEHICLE INSPECTION FUND TOTAL	.00	.00	41,188.83	.00	41,188.83-
	LIBRARY BUILDING FUND TOTAL	15,837.00	.00	17,400.11	109.87	1,563.11-
	PW-VEHICLE REPLACEMENT TOTAL	14,492.00	.00	.00	.00	14,492.00
	PD - VEHICLE REPLACEMENT TOTA	.00	.00	16,544.58	.00	16,544.58-
	VEHICLE REPLACEMENT-FIRST TOTA	1,115.00	.00	1,115.07	100.01	.07-
	BUILDING REPAIR RESERVE TOTAL	.00	.00	3,211.02	.00	3,211.02-
	PARK OPERATIONS TOTAL	171,900.00	5,415.96	100,789.24	58.63	71,110.76
	GAS/ELEC FRANCHSIE FEE TOTAL	82,000.00	.00	.00	.00	82,000.00
	ROAD USE TAX TOTAL	513,500.00	11,382.35	238,718.56	46.49	274,781.44
	EMPLOYEE BENEFITS TOTAL	181,500.00	15,231.61	87,780.32	48.36	93,719.68
	LOCAL OPTION SALES TAX TOTAL	82,000.00	.00	459,969.89	560.94	377,969.89-
	TIF - GENERAL TOTAL	46,700.00	.00	186,566.60	399.50	139,866.60-
	TIF-WH PINES SUBDIVISION TOTA	.00	.00	138,717.78	.00	138,717.78-
	TIF-POLK CO. BANK TOTAL	.00	.00	79,317.48	.00	79,317.48-
	TIF-STANDBROUGH TOTAL	100,000.00	.00	36,450.64	36.45	63,549.36
	PARK TRUST FUND TOTAL	.00	.00	22,058.33	.00	22,058.33-

BUDGET REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	LIBRARY TRUST FUND TOTAL	145,700.00	9,261.27	118,128.18	81.08	27,571.82
	SITE CERT/WA PROJECT TOTAL	18,171.00	.00	18,170.62	100.00	.38
	DEBT SERVICE TOTAL	246,000.00	600.00	24,300.00	9.88	221,700.00
	ARLINGTON ROAD RESURFACE TOTA	.00	.00	1,000.00	.00	1,000.00-
	601 MUNICIPAL BUILDING TOTAL	.00	.00	528,477.77	.00	528,477.77-
	WATER SUPPLY IMPROVEMENTS TOTA	1,450,000.00	.00	133,280.60	9.19	1,316,719.40
	MICROSOFT CAPITAL IMPROVE TOTA	.00	494.92	65,860.47	.00	65,860.47-
	CEMETARY-PERPETUAL CARE TOTAL	.00	.00	9,738.21	.00	9,738.21-
	WATER TOTAL	552,900.00	32,264.94	291,716.55	52.76	261,183.45
	SEWER TOTAL	334,700.00	22,961.63	201,391.04	60.17	133,308.96
	DEBT SERVICE-SEWER LAGOON TOTA	.00	.00	36,907.30	.00	36,907.30-
	TOTAL EXPENSES BY FUND	5,279,350.00	141,587.84	3,591,673.03	68.03	1,687,676.97

BUDGET REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	429,300.00	28,354.48	173,275.77	40.36	256,024.23
	EMERGENCY MANAGEMENT TOTAL	3,000.00	12.28	77.88	2.60	2,922.12
	FIRE TOTAL	142,535.00	1,878.98	47,683.41	33.45	94,851.59
	AMBULANCE TOTAL	18,600.00	523.42	6,392.97	34.37	12,207.03
	ANIMAL CONTROL TOTAL	2,000.00	.00	.00	.00	2,000.00
	PUBLIC SAFETY TOTAL	595,435.00	30,769.16	227,430.03	38.20	368,004.97
	ROADS, BRIDGES, SIDEWALKS TOTA	674,200.00	14,452.27	321,263.51	47.65	352,936.49
	STREET LIGHTING TOTAL	3,000.00	237.33	1,426.87	47.56	1,573.13
	SNOW REMOVAL TOTAL	.00	41.00	3,223.11	.00	3,223.11-
	GARBAGE TOTAL	148,400.00	.00	63,261.83	42.63	85,138.17
	PUBLIC WORKS TOTAL	825,600.00	14,730.60	389,175.32	47.14	436,424.68
	LIBRARY TOTAL	170,900.00	11,222.24	104,779.29	61.31	66,120.71
	PARKS TOTAL	3,300.00	.00	2,138.40	64.80	1,161.60
	RECREATION TOTAL	173,600.00	6,099.92	105,218.94	60.61	68,381.06
	CEMETERY TOTAL	1,500.00	.00	67,420.33	4,494.69	65,920.33-
	CULTURE & RECREATION TOTAL	349,300.00	17,322.16	279,556.96	80.03	69,743.04
	ECONOMIC DEVELOPMENT TOTAL	54,900.00	253.20	15,690.60	28.58	39,209.40
	PLANNING & ZONING TOTAL	107,000.00	3,063.18	69,304.53	64.77	37,695.47
	OTHER COMM & ECO DEV TOTAL	100,000.00	.00	.00	.00	100,000.00
	COMMUNITY & ECONOMIC DEV TOTA	261,900.00	3,316.38	84,995.13	32.45	176,904.87
	MAYOR/COUNCIL/CITY MGR TOTAL	15,900.00	668.65	8,054.58	50.66	7,845.42
	CLERK/TREASURER/ADM TOTAL	162,750.00	13,898.48	83,707.92	51.43	79,042.08
	ELECTIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	116,000.00	4,373.85	52,921.82	45.62	63,078.18
	CITY HALL/GENERAL BLDGS TOTAL	18,850.00	187.07	4,072.23	21.60	14,777.77
	GENERAL GOVERNMENT TOTAL	314,500.00	19,128.05	148,756.55	47.30	165,743.45
	DEBT SERVICES TOTAL	246,000.00	600.00	24,300.00	9.88	221,700.00
	DEBT SERVICE TOTAL	246,000.00	600.00	24,300.00	9.88	221,700.00
	CAPITAL PROJECTS TOTAL	1,450,000.00	494.92	728,618.84	50.25	721,381.16
	CAPITAL PROJECTS TOTAL	1,450,000.00	494.92	728,618.84	50.25	721,381.16

BUDGET REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER TOTAL	452,900.00	32,264.94	256,791.55	56.70	196,108.45
	SEWER/SEWAGE DISPOSAL TOTAL	284,700.00	22,961.63	201,391.04	70.74	83,308.96
	ENTERPRISE FUNDS TOTAL	737,600.00	55,226.57	458,182.59	62.12	279,417.41
	TRANSFERS IN/OUT TOTAL	499,015.00	.00	1,250,657.61	250.63	751,642.61-
	TRANSFER OUT TOTAL	499,015.00	.00	1,250,657.61	250.63	751,642.61-
	TOTAL EXPENSES	5,279,350.00	141,587.84	3,591,673.03	68.03	1,687,676.97

OUTSTANDING TRANSACTION REGISTER

12/01/2024 TO 12/31/2024

BANK NO	NAME	MOD CODE	NUMBER	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
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1 CHECKING-EARLHAM SAVINGS BK#1 STATEMENT DATE: 12/31/2024

AP ETR 11180269	12/30/24	06/25	IPERS					2,618.57				MANUAL
AP ETR 11180270	12/30/24	06/25	TREAS - STATE OF IOWA W/H					741.63				MANUAL

BANK TOTAL								.00	3,360.20	.00
DEPOSITS-CHECKS								3,360.20-		

BANK NO	DATE	JOURNAL	PENDING DEPOSITS	ADJUSTMENTS*
1	12/02/2024	RM 9907	672.78	.00
1	12/03/2024	RM 9917	575.78	.00
1	12/05/2024	RM 9928	452.22	.00
1	12/09/2024	RM 9945	454.44	.00
1	12/10/2024	RM 9955	454.94	.00
1	12/11/2024	RM 9967	1,086.57	.00
1	12/02/2024	RM 9910	672.78-	.00
1	12/03/2024	RM 9919	575.78-	.00
1	12/05/2024	RM 9933	452.22-	.00
1	12/09/2024	RM 9947	454.44-	.00
1	12/13/2024	RM 9983	518.22	.00
1	12/16/2024	RM 0002	786.13	.00
1	12/17/2024	RM 0013	342.13	.00
1	12/11/2024	RM 9974	1,086.57-	.00
1	12/13/2024	RM 9995	518.22-	.00
1	12/19/2024	RM 0027	100.91	.00
1	12/10/2024	RM 9959	454.94-	.00
1	12/17/2024	RM 0015	342.13-	.00
1	12/16/2024	RM 0032	786.13-	.00
1	12/23/2024	RM 0044	396.52	.00
1	12/19/2024	RM 0029	100.91-	.00
1	12/23/2024	RM 0046	396.52-	.00
1	12/30/2024	RM 0069	184.49	.00
1	12/30/2024	RM 0069	374.61	.00
1	12/30/2024	RM 0069	142.22	.00
1	12/31/2024	RM 0072	402.54	.00
1	12/31/2024	RM 0072	200.05	.00

BANK TOTAL								1,303.91	.00
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REPORT TOTAL								1,303.91	
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Hit bank in Jan. - will drop
opp in Jan. bank
reconciliation

*Adjustments include fees and returns that reduce Gworks Payments Deposits.

ACCOUNT NUMBER	ACCOUNT NAME	RCPT DATE	REFERENCE	CHK/CRD#	OTHER INFO	DEBITS	CREDITS
001-000-1150	IPAIT - GENERAL	123124	IPAIT INTEREST		IPAIT	444.38	.00
001-950-4300	INTERST	123124	IPAIT INTEREST		IPAIT	.00	444.38
125-000-1150	IPAIT	123124	IPAIT INTEREST		IPAIT	335.02	.00
125-950-4300	INTEREST	123124	IPAIT INTEREST		IPAIT	.00	335.02
182-000-1150	IPAIT	123124	IPAIT INTEREST		IPAIT	66.52	.00
182-950-4300	INTEREST	123124	IPAIT INTEREST		IPAIT	.00	66.52
610-000-1150	IPAIT	123124	IPAIT INTEREST		IPAIT	120.96	.00
610-950-4300	INTEREST	123124	IPAIT INTEREST		IPAIT	.00	120.96

TOTALS 966.88 966.88

BANK 3 TOTAL INTEREST PAYMENT 966.88

*IPAIT December Bank Rec
yurake
1/6/25*

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
001-000-1150	IPAIT - GENERAL	444.38	.00	444.38
001-950-4300	INTERST	.00	444.38	444.38-
125-000-1150	IPAIT	335.02	.00	335.02
125-950-4300	INTEREST	.00	335.02	335.02-
182-000-1150	IPAIT	66.52	.00	66.52
182-950-4300	INTEREST	.00	66.52	66.52-
610-000-1150	IPAIT	120.96	.00	120.96
610-950-4300	INTEREST	.00	120.96	120.96-
TRANSACTION TOTALS		966.88	966.88	.00
FUND	NAME	DEBITS	CREDITS	
001	GENERAL	444.38	444.38	
125	TIF - GENERAL	335.02	335.02	
182	LIBRARY TRUST FUND	66.52	66.52	
610	SEWER	120.96	120.96	
TOTALS		966.88	966.88	

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
3		IPAIT	BK#3				
						Beginning Statement Balance	262,940.88
				Credit Transactions			
				1 Debit Transactions			966.88
						Ending Statement Balance	263,907.76

BANK CASH REPORT
2024

BANK NAME FUND GL	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
IPAIT						
BK#3						
BANK IPAIT						263,907.76
001 IPAIT - GENERAL	120,842.58	444.38	0.00	121,286.96		
049 IPAIT	0.00	0.00	0.00	0.00		
051 IPAIT	0.00	0.00	0.00	0.00		
054 IPAIT	0.00	0.00	0.00	0.00		
057 IPAIT	0.00	0.00	0.00	0.00		
110 IPAIT	0.00	0.00	0.00	0.00		
125 IPAIT	91,096.38	335.02	0.00	91,431.40		
126 IPAIT	0.00	0.00	0.00	0.00		
127 IPAIT	0.00	0.00	0.00	0.00		
180 IPAIT	0.00	0.00	0.00	0.00		
182 IPAIT	18,119.42	66.52	0.00	18,185.94		
500 IPAIT	0.00	0.00	0.00	0.00		
610 IPAIT	32,882.50	120.96	0.00	33,003.46		
612 IPAIT	0.00	0.00	0.00	0.00		
IPAIT TOTALS	262,940.88	966.88	0.00	263,907.76	0.00	263,907.76
TOTAL OF ALL BANKS	262,940.88	966.88	0.00	263,907.76	0.00	263,907.76

City of Van Meter –December 2024						
	Single Family New Construction	Single Family Improvements	Multi- Residential New Construction	Multi- Residential Improvements	Commercial New Construction	Commercial Improvements
# of Permits Issued	-	4	-	-	-	-
Valuation	-	\$23,974	-	-	-	-

City of Van Meter – January thru December 2024						
	Single Family New Construction	Single Family Improvements	Multi- Residential New Construction	Multi- Residential Improvements	Commercial New Construction	Commercial Improvements
# of Permits Issued	39	40	-	-	-	6
Valuation	\$12,385,2229	\$421,421	-	-	-	\$40,000



IPAIT Monthly Statement

City of Van Meter

Please Note:

THE FUND WILL BE CLOSED JANUARY 20TH IN OBSERVANCE OF THE MARTIN LUTHER KING, JR. HOLIDAY

Activity Summary ([REDACTED]) General

12/1/2024 - 12/31/2024

Investment Pool Summary	Diversified
Beginning Balance	\$262,940.88
Dividends	\$966.88
Purchases	\$0.00
Redemptions	\$0.00
Ending Balance	\$263,907.76
Average Monthly Rate	4.330%
Share Price	\$1.000
Total	\$263,907.76
Total Fixed Income	\$0.00
Account Total	\$263,907.76

City of Van Meter
Liz Faust
505 Grant Street
P.O. Box 160
Van Meter, IA 50261-0160

Your PMA Representative
Megan Foster
(630) 657-6531
mfoster@pmanetwork.com



PMA Financial Network
2135 CityGate Lane, 7th Floor
Naperville, IL 60563



IPAIT Monthly Statement

City of Van Meter

Transaction Activity (39010-106) General

Diversified 12/1/2024 - 12/31/2024

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
11198395	12/31/2024	12/31/2024	Dividend Reinvest	\$0.00	\$966.88	\$1.000	966.880
				\$0.00	\$966.88		966.880

Beginning Balance: \$262,940.88 | Ending Balance: \$263,907.76



IPAIT Monthly Statement

City of Van Meter

Current Portfolio

12/31/2024

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV	Face/Par	Market Value
Diversified				12/31/2024		Diversified Account Balance	\$263,907.76	4.330%	\$1.000	\$263,907.76	\$263,907.76
							\$263,907.76			\$263,907.76	\$263,907.76

Time and Dollar Weighted Average Portfolio Yield: n/a

Weighted Average Portfolio Maturity: n/a

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
Diversified	100.000%	\$263,907.76	Diversified Account

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

IPAIT MONTHLY STATEMENT DISCLAIMER

PMA Financial Network, LLC ("PMA") serves as the Administrator for IPAIT.

This statement lists your transactions in IPAIT during the applicable month. The Average Rate represents the average net interest rate over the previous month which is then annualized. The Portfolio Units of IPAIT are managed to maintain a stable \$1.0 share price but there is no guarantee that they will do so. Information regarding IPAIT and its investment objectives, risks, charges, expenses and other matters can be found in the IPAIT Information Statement, which can be obtained at www.IPAIT.org or by calling PMA at 800-872-0140.

Fixed Rate Account Investment Activity

This section shows all of the fixed income investment transactions, including the investments purchased and sold, maturities, interest received, and activity. This includes Certificates of Deposit, Rolling Fixed Rate Investments, and securities purchased through PMA Financial Network, LLC or PMA Securities, LLC.

PLEASE ADVISE PMA IMMEDIATELY OF ANY DISCREPANCIES ON YOUR STATEMENT.

FOR A CHANGE OF ADDRESS OR OTHER INFORMATION RELATING TO YOUR IPAIT ACCOUNT, PLEASE COMPLETE THE APPLICABLE FORM LOCATED ON THE USER LOGIN SITE, OR CONTACT PMA AT THE NUMBER LISTED BELOW.

Although market value and other information contained in this Statement have been obtained from third-party sources believed to be reliable, PMA Financial Network, LLC cannot guarantee the accuracy or completeness of such information.

The performance data featured represents past performance, which is no guarantee of future results. Investment returns will fluctuate. Current performance may be higher or lower than the performance data quoted. Please call PMA for the most recent performance figures.

EMPLOYEE NAME	GROSS WAGES	PENSIONABLE WAGES
ALLAN B ADAMS	2,000.00	.00
JOEL E AKERS	1,000.00	.00
EMMA G BACKSTROM	2,932.31	.00
JONATHA J BASYE	50,053.84	50,053.84
AUSTIN G BAUMHOVER	245.40	.00
TYLER J BEVING	13,856.55	13,856.55
TRAVIS D BROTT	1,000.00	.00
MICHAEL A BROWN	76,199.47	76,199.47
DILLON BURNS	10.00	.00
DARREN CAPPS	777.00	.00
ROBERT CARR	18.00	.00
SAM CHIA	26,764.08	26,764.08
LARAIN V CLIMER	25,241.89	25,241.89
ANDREW E COOPER	60,377.16	60,377.16
SPENCER L GARDNER	5,533.29	.00
KARI R DAVIS	650.00	.00
ADIN DELIC	57,710.33	57,710.33
JESSICA S DRAKE	76,272.84	76,272.84
MASON DRAKE	5,583.45	.00
ELIZABETH I FAUST	118,978.28	118,978.28
JERMEY FELDMAN	1,047.25	.00
JUSTIN B FYFE	800.00	.00
TYLER GLADE	5,933.85	.00
CRAIG M GREER	298.00	298.00
BLAKE T GROLMUS	1,000.00	.00
JAMESON P HERMAN	322.44	.00
JOSEPH E HERMAN	2,500.00	.00
DAVID J JOHNSON	369.00	.00
GABRIEL JONES	545.28	.00
PAUL LATARE	657.00	.00
SPENCER M LEONARD	27,871.14	27,871.14
SHANE M LUVAAS	56,687.24	56,687.24
LYNDON LYON	500.00	.00
LAYNIE T MADDEN	1,151.54	.00
CALE P MCCLAIN	2,377.20	2,270.64
DREW A MCCOMBS	89,664.79	89,664.79
PATRICK D NORTON	260.00	.00
BETHANY OELKE	9.00	.00
QUINTON K PELZ	500.00	500.00
HUNTER J RADKE	171.36	.00
MARK J SCHMITT	8,781.17	8,781.17
JOSHUA J SCHUT	280.00	.00
BRYAN A SICKELS	810.00	.00
PATRICK S TRIZILA	410.00	.00
JOAN R VON RUDEN KRUGER	14,650.71	.00
EDITH A WESTFALL	500.00	.00
ADAM M WICKS	280.00	.00
JARIN R YOUNG	578.00	578.00
REPORT TOTAL:	744,158.86	692,105.42

Pensionable wages are only wages subject to IPERS.

The location of the Wage File is: M:\U\DATAFILE\PRGROSWG.CSV

Resolution #2025-01

"A Resolution to Appoint a Representative and Alternate Representative to the Heart of Iowa Regional Transit Authority Transit Agency"

Whereas, the program aims to solve mobility challenges for all travelers with a specific focus on underserved communities; and

Whereas, the HIRTA provides transit services to the central Iowa counties of Boone, Dallas, Jasper, Madison, Marion, Story and Warren; and

Whereas, HIRTA has requested that participating entities appoint a representative and alternate representative to the Transportation Advisory Group ("TAG"); now

Therefore, Be It Resolved that the City Council of the City of Van Meter names **Jessica Drake** be appointed as the TAG Representative; and

Be it Further Resolved that **Liz Faust** be appointed as the Alternate Representative; and

Be It Further Resolved that the Representative or Alternate Representative attend the advisory meetings on behalf of **City of Van Meter**.

Joe Herman, Mayor

ATTEST – Jessica Drake, City Clerk

Date

Date

**Heart of Iowa Regional Transit Agency (HIRTA)
Transportation Advisory Group (TAG)
Representative Information**

Please note, members shall be chosen from those who are willing to serve, none of whom shall be members of the HIRTA Board. HIRTA encourages diversity, therefore, when possible, HIRTA encourages the appointment of a representative from a minority population and/or a woman to serve on the HIRTA TAG.

TAG – Primary Member

Name: _____

Title: _____ Jurisdiction /Agency: _____

Address: _____

Phone: _____ Email: _____

TAG – Alternate Member

Name: _____

Title: _____

Phone: _____ Email: _____

Form to be returned by _____

to:

officeasst@ridehirta.com

Phone: 515-309-9283

Fax: 515-777-2745

Resolution #2025-02

"A Resolution to Name the Newspaper Publication of Record for the City of Van Meter - CY25"

Whereas, Chapter 18 of the Van Meter Code of Ordinances mandates that the City Clerk deliver the minutes of the proceedings of all regular and special meetings of the Council to a newspaper of general circulation for publication within 15 days of the meeting; and

Whereas, the City of Van Meter has previously used the Des Moines Register as the City's newspaper of circulation & source of publication; now

Therefore, Be It Resolved that the City Council of the City of Van Meter names the Des Moines Register as the newspaper of circulation and source of publication for calendar year 2025.

Joe Herman, Mayor

ATTEST – Jessica Drake, City Clerk

Date

Date

Resolution #2025-03

"A Resolution to Appoint Certain Positions for CY25"

Whereas, the appointment of certain city positions is required by the Iowa State Code; and

Whereas, the appointment of a City Clerk is required by Van Meter Code of Ordinances Chapter 18 allows for the oath of office to be given to the City Clerk, and whereby taking the oath qualifies the individual; and

Whereas, the appointment of a City Attorney is required by Van Meter Code of Ordinances Chapter 20; and

Whereas, the appointment of a City Administrator is required by Van Meter Code of Ordinances Chapter 12; now

Therefore, Be It Resolved by the City Council of the City of Van Meter that the following are appointed for calendar year 2025:

- ❖ City Administrator - Elizabeth Faust
- ❖ City Clerk - Jessica Drake
- ❖ City Legal Firm - Whitfield & Eddy, PLC
- ❖ City Engineering Firm - Veenstra & Kimm, Inc.
- ❖ Chief of Police - Michael Brown
- ❖ Public Works Director - Drew McCombs
- ❖ Fire Chief - Mark Schmitt

Joe Herman, Mayor

ATTEST – Jessica Drake, City Clerk

Date

Date

Removed from agenda due to receipt of Ag Landowner Agreement on 1/13/25

~~Agenda Item #8~~

~~Discussion and Possible Action:~~

~~Resolution #2025-04 Setting a New Date for Public Hearing on Designation of Expanded Urban Renewal Area and Urban Renewal Plan Amendment~~

Submitted for: **Discussion and Possible Action**

The Council set a date for public hearing regarding the URA Expansion and Amendment in December for January 13, 2025. Statutory requirements to extend and amend the plan include the following: 1) notice and consultation with the Dallas Co. Board of Supervisors & VM Community School District, 2) publication of the notice of hearing, 3) review & recommendation by the VM P&Z Commission, and 4) execution of an Agricultural Landowner Agreement by the property owner. Item #1 was completed on 12/19/24 & 12/27/24. Item #2 was completed on 12/27/24. Item #3 was completed on 1/8/25. Item #4 was provided to the property owner on December 6, 2024. The City has not received the executed agreement back at the time of preparation of the meeting packet. The public hearing cannot be held without receipt of the executed agreement. If the agreement has not been received by Monday, the City will be required to set a new date for hearing. **If the agreement is received but Monday, the City can proceed as planned with the public hearing and this agenda item will be removed.**

Recommendation: **Approval**

Sample Language: Motion to adopt Resolution #2025-04 Setting a New Date for Public Hearing on Designation of Expanded Urban Renewal Area and Urban Renewal Plan Amendment for Monday, February 10, 2025 at 7:00pm at the Van Meter United Methodist Church located at 100 Hazel Street in Van Meter, IA

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: **Roll Call Please.**

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

**Removed from agenda due to receipt of
Ag Landowner Agreement on 1/13/25**

SET DATE FOR HEARING ON
DESIGNATION OF EXPANDED URBAN
RENEWAL AREA AND URBAN
RENEWAL PLAN AMENDMENT

420352-30

Van Meter, Iowa

January 13, 2025

The City Council of the City of Van Meter, Iowa, met on January 13, 2025, at 7:00 p.m., at the Van Meter United Methodist Church located at 100 Hazel Street in Van Meter, Iowa, for the purpose of setting a new date for a public hearing on the designation of expanded Urban Renewal Area and on a proposed urban renewal plan amendment.

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

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the Van Meter Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the areas, the City was required to cancel the originally scheduled public hearing set for January 13, 2025 due circumstances beyond the City's control and that it was now necessary to set new a date for a public hearing on the proposed amended areas and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution #2025-04 Setting a New Date for a Public Hearing on Designation of the Expanded Van Meter Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

~~RESOLUTION #2025-04~~ **VOIDED**

“A Resolution Setting a New Date for Public Hearing on Designation of the Expanded Van Meter Urban Renewal Area and on Urban Renewal Plan Amendment”

WHEREAS, this City Council of the City of Van Meter, Iowa (the “City”) by resolution 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 therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Microsoft Corporation (the “Company”) in connection with the construction by the Company of a new regional data center campus; and (b) using tax increment financing to pay the costs of the redevelopment of an existing building for use as a new municipal building including a fire station, police station and library; and

WHEREAS, the City Council of the City of Van Meter set the original date for public hearing for January 13, 2025 at their regular business meeting on December 9, 2024; and

WHEREAS, the City Clerk of the City of Van Meter provided written notice of the plan amendment and scheduled consultation to the Dallas County Board of Supervisors and the Van Meter Community School District via certified, US Mail on December 19, 2024; and

WHEREAS, the City Clerk caused publication of the Notice of Public Hearing in the Des Moines Register on December 27, 2024 and posted the Notice of Public Hearing at Van Meter City Hall, the Van Meter Public Library, the Van Meter Post Office and at www.vanmeteria.gov on December 27, 2024; and

WHEREAS, the City Clerk held the consultation on December 27, 2024 where no comments were received before, during and after the hearing; and

WHEREAS, the Planning & Zoning Commission of the City of Van Meter reviewed the plan amendment at their regular meeting on January 8, 2025 and recommended adoption of the plan amendment by the Van Meter City Council; and

WHEREAS, the City was required to cancel the originally scheduled public hearing due to circumstances out of the City's control; and

WHEREAS, it is now necessary that a new date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and the Amendment;

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

Section 1. This City Council will meet at the Van Meter United Methodist Church located at 100 Hazel Street located in Van Meter, Iowa, on February 10, 2025, at 7:00p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said rescheduled hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper of general circulation in Van Meter, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator and the City Clerk are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law. Said consultation was held on December 27, 2024.

Section 4. The proposed Amendment was submitted to the City's Planning and Zoning Commission for review and recommendations on January 8, 2025, as required by Section 403.5, Code of Iowa.

Passed and approved January 13, 2025.

Joe Herman, Mayor

Attest:

Jessica Drake, City Clerk

Agenda Item #9

Discussion and Possible Action:

Request from John Larson – Submission of a Cash Bond to enable conditional Final Plat Review as an alternative to certification of completion by the City Engineer – Hudson Heights Plat 2

Submitted for: **Discussion and Possible Action**

John Larson, the developer of Hudson Heights Plat 2, will be in attendance to request that Council consider acceptance of a cash bond as an alternative to completion of the final plat requirements to allow for P&Z to review and recommend acceptance of the Final Plat to Council. Pursuant to Section 170.11 of the City's Sub-Division Regulations, if the requirements have not been completed, the applicant, with the approval of Council, may submit a performance bond for completion of the required improvements. The performance bond shall be with a surety company, licensed to do business in the State of Iowa, shall be in an amount determined by the City to be sufficient to ensure completion of the required improvements and specify the time for completion of the improvements. In lieu of a surety bond, the City Council may approve an irrevocable letter of credit as surety. A cash bond is not an option defined by our code. Cash bonds only involve two parties, you and the owner. In a surety bond, there is a third party, the surety company. The term surety refers to any party that guarantees the payment of a debt or performance of a contract. The developer has indicated that work should be complete and any outstanding punch list items should be completed soon.

If all outstanding punch list items are completed & the City has confirmation from V&K & written recommendation, the Final Plat can be on be the 1/29 agenda for P&Z review and recommendation for acceptance for Council at the 2/10 meeting. If Council were to approve acceptance of the performance bond, it would still be on the 1/29 P&Z agenda for review & recommendation for Council at the 2/10 meeting.

Recommendation:

Sample Language:

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: **Akers** _____ **Brott** _____ **Grolmus** _____ **Pelz** _____ **Westfall** _____

From: [Jess Drake](#)
To: [John Larson](#)
Cc: [Paul Clausen](#); [Elizabeth \(Liz\) Faust](#); [Drew McCombs](#); [Joe Herman](#)
Subject: RE: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection
Date: Thursday, January 9, 2025 8:10:00 AM

John –

I have your request on the agenda for Council to consider submission of a performance bond as an alternative to completion of the final plat for final plat review & consideration. However, the timeline remains the same. If all outstanding punch list items are completed & the City has confirmation from V&K & written recommendation, it can be on the 1/29 agenda for P&Z review and recommendation for Council at the 2/10 meeting. If Council were to approve acceptance of the performance bond, it would still be on the 1/29 P&Z agenda for review & recommendation for Council at the 2/10 meeting.

Jess

Jess Drake

City of Van Meter | City Clerk
515-996-2644 (o) | 515-478-5047 (c)
jdrake@vanmeteria.gov

From: John Larson <johnlarson89@gmail.com>
Sent: Thursday, January 9, 2025 5:52 AM
To: Jess Drake <jdrake@vanmeteria.gov>
Cc: Paul Clausen <clausen@ceclac.com>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>; Drew McCombs <dmccombs@vanmeteria.gov>; Joe Herman <jherman@vanmeteria.gov>
Subject: Re: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Jess, we were not able to do the work last week, because the inspector was on vacation, and the temps were pretty cold, the last 3 days we are planning to be there today and tomorrow. Lets see how much he gets done, but hopefully we will have most items completed by Monday. How do you propose we proceed with the meeting on Monday evening?

On Mon, Dec 30, 2024 at 3:11 PM Jess Drake <jdrake@vanmeteria.gov> wrote:

Paul & John –

Staff cannot approve acceptance of a performance bond; the request must go to Council, and they determine if a performance bond is acceptable. The next City Council meeting is Monday, January 13, 2025. At that time, Council would consider approving or denying request for consideration of a bond in lieu of completion of the final walk through & approved punch list. If the request to submit a performance bond is approved by Council, it would go to the next P&Z meeting which is scheduled for January 29, 2025. Assuming the final plat is then recommended for Council acceptance by P&Z, it would be on the February 10 Council Meeting agenda.

I guess if the work is planned to be completed this week, a final walk through and certification of a completed punch list from V&K would be likely to happen the following week (week of 1/6). This would allow for consideration by P&Z at the 1/29 meeting and, assuming recommendation for acceptance,

Council consideration at the 2/10 meeting.

Unless I am misinterpreting something, the timelines are the same. It seems like a request for submission of a performance bond at the 1/13 meeting, approved or denied, follows the same path as no request and seems to be an unnecessary step.

I can still have an agenda item on the 1/13 Council agenda if desired. Otherwise, it would seem to make sense that the work is completed this week, walk through next week, P&Z consideration on 1/29 and Council consideration for acceptance on 2/10.

Let me know if we misunderstood the timing of things.

Jess

Jess Drake

City of Van Meter | City Clerk
515-996-2644 (o) | 515-478-5047 (c)
jdrake@vanmeteria.gov

From: Paul Clausen <clausen@ceclac.com>
Sent: Monday, December 23, 2024 4:08 PM
To: Jess Drake <jdrake@vanmeteria.gov>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>
Cc: Drew McCombs <dmccombs@vanmeteria.gov>; John Larson <johnlarson89@gmail.com>; Joe Herman <jherman@vanmeteria.gov>
Subject: RE: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Good afternoon Jess,

I hope that this message finds you and yours well. I just spoke with John Larson. He would like to submit a cash bond for the completion of the work. He has ordered the materials for the sanitary sewer and will construct it next week. The work was priced at \$7,500.

Merry Christmas!

Paul Clausen | PE, Partner, LSIT, MBA, LEED Green Associate
Civil Engineering Consultants, Inc. | 2400 86th St. | Suite 12 | Urbandale, Iowa 50322
Phone: 515-276-4884 Ex. 217
clausen@ceclac.com | www.ceclac.com

From: Jess Drake <jdrake@vanmeteria.gov>
Sent: Monday, December 23, 2024 3:50 PM
To: Paul Clausen <clausen@ceclac.com>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>
Cc: Drew McCombs <dmccombs@vanmeteria.gov>; John Larson <johnlarson89@gmail.com>; Joe Herman <jherman@vanmeteria.gov>
Subject: RE: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Paul & John –

Pursuant to Section 170.11 of the City's Sub-Division Regulations, if the requirements have not been completed, the applicant, with the approval of Council, may submit a performance bond for completion of the required improvements. The performance bond shall be with a surety company, licensed to do business in the State of Iowa, shall be in an amount determined by the City to be sufficient to ensure completion of the required improvements and specify the time for completion of the improvements. In lieu of a surety bond, the City Council may approve an irrevocable letter of credit as surety.

If you want to request that Council consider a request to consider submission of a performance bond, please let me know and I can add you to the agenda for January 13, 2025. [@Paul Clausen](#) – Can you please provide a high level cost estimate on completion of the required improvements?

Jess

Jess Drake

City of Van Meter | City Clerk
515-996-2644 (o) | 515-478-5047 (c)
jdrake@vanmeteria.gov

From: Jess Drake

Sent: Wednesday, December 18, 2024 3:01 PM

To: Paul Clausen <clausen@ceclac.com>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>

Cc: Drew McCombs <dmccombs@vanmeteria.gov>; John Larson <johnlarson89@gmail.com>

Subject: RE: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Paul –

I've added Liz to this email. Let us discuss the appropriate path forward and get back to you.

Jess

Jess Drake

City of Van Meter | City Clerk
515-996-2644 (o) | 515-478-5047 (c)
jdrake@vanmeteria.gov

From: Paul Clausen <clausen@ceclac.com>

Sent: Wednesday, December 18, 2024 2:40 PM

To: Jess Drake <jdrake@vanmeteria.gov>

Cc: Drew McCombs <dmccombs@vanmeteria.gov>; John Larson <johnlarson89@gmail.com>

Subject: RE: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Good afternoon Jess,

John would like to talk to the council members about accepting his Hudson Heights Plat 2 without the updated sanitary sewer that services Lots 7, 8, 9, 10, 23, 24 and 25. When is the next possible P&Z and City Council date?

Please advise,

Paul Clausen | PE, Partner, LSIT, MBA, LEED Green Associate

Civil Engineering Consultants, Inc. | 2400 86th St. | Suite 12 | Urbandale, Iowa 50322

Phone: 515-276-4884 Ex. 217

clausen@ceclac.com | www.ceclac.com

From: Callin Hornsby <chornsby@v-k.net>

Sent: Tuesday, December 17, 2024 5:46 PM

To: John Larson <johnlarson89@gmail.com>; Paul Clausen <clausen@ceclac.com>

Cc: Drew McCombs <dmccombs@vanmeteria.gov>; Austin Roemer <roemer@ceclac.com>;
Michael Crow <mcrow@v-k.net>

Subject: RE: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

All,

Please find attached redline update for the punch list per Mike Crow's review.

Also attached is CEC's sanitary sewer connection on Park Street.

I will be out of the office the rest of the week, hopefully get this redline formalized next week.

Please coordinate with Mike once remaining items are completed. Note – Mike is off all of next week returning January 2nd.

Callin Hornsby, P.E.



3000 Westown Parkway

West Des Moines, Iowa 50266

515-225-8000 (office)

515-669-7768 (mobile)

From: John Larson <johnlarson89@gmail.com>

Sent: Tuesday, December 10, 2024 4:14 PM

To: Paul Clausen <clausen@ceclac.com>

Cc: Drew McCombs <dmccombs@vanmeteria.gov>; Callin Hornsby <chornsby@v-k.net>; Austin
Roemer <roemer@ceclac.com>

Subject: [EXTERNAL] Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Callin, I spoke with Mike last week, and he said he did a walk thru, he said all the pipe looked good, is there anything else that we need to do? Other than install the sewer line that was not on the original plat?

Give me a call 515-491-4090

On Wed, Nov 27, 2024 at 7:29 AM John Larson <johnlarson89@gmail.com> wrote:

1

Just looking at this, it looks like we do not have to remove the concrete in her driveway?

Also, all other punch out items are completed, we have a little work to do on the 6 inch storm drain by the outlet of the pond on the West side of the Cul-de-sac, But other than that, the manholes have been cleaned, dirt has been backfilled, and the rest of the development has been stabilized. Do we want to schedule another walk thru on Tuesday or how do you want to proceed?

On Mon, Nov 25, 2024 at 12:55 PM Paul Clausen <clausen@ceclac.com> wrote:

Good afternoon all,

Please see find a PDF of the updated plans attached. Do not hesitate to contact me if you need anything.

Best regards,

Paul Clausen | PE, Partner, LSIT, MBA, **LEED Green Associate**

Civil Engineering Consultants, Inc. | 2400 86th St. | Suite 12 | Urbandale, Iowa 50322

Phone: 515-276-4884 Ex. 217

clausen@ceclac.com | www.ceclac.com

From: Drew McCombs <dmccombs@vanmeteria.gov>

Sent: Friday, November 22, 2024 9:11 AM

To: Paul Clausen <clausen@ceclac.com>; Callin Hornsby <chornsby@v-k.net>

Cc: Austin Roemer <roemer@ceclac.com>; John Larson <johnlarson89@gmail.com>

Subject: Re: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

This acceptable by the city. The only thing I ask is that the first 18-20' of pipe coming north out of the new manhole is ductile iron wrapped in poly.

Thank you,

Drew McCombs

Public Works Director

City of Van Meter

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Paul Clausen <clausen@ceclac.com>

Sent: Friday, November 22, 2024 8:55:07 AM

To: Callin Hornsby <chornsby@v-k.net>

Cc: Drew McCombs <dmccombs@vanmeteria.gov>; Austin Roemer <roemer@ceclac.com>;
John Larson <johnlarson89@gmail.com>

Subject: RE: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Good morning all,

Please find a plan for the sanitary sewer along Park Street. The plan:

1. Removed the existing cleanout. We could just extend the sewer if that is an option.
2. Places a 48" manhole with a drop connection ≈20' north of the existing cleanout.
 - a. This gets the structure >10' clear of the storm.
 - b. It aligns the existing sanitary sewer with the projected sanitary sewer at the end of the cleanout.
3. Plug the north hole in the storm sewer manhole.

Please review this information at your earliest convenience. Do not hesitate to contact me if you need anything.

Best regards,

Paul Clausen | PE, Partner, LSIT, MBA, **LEED Green Associate**

Civil Engineering Consultants, Inc. | 2400 86th St. | Suite 12 | Urbandale, Iowa 50322

Phone: 515-276-4884 Ex. 217

clausen@ceclac.com | www.ceclac.com

From: Callin Hornsby <chornsby@v-k.net>

Sent: Wednesday, November 20, 2024 2:40 PM

To: Paul Clausen <clausen@ceclac.com>
Cc: Drew McCombs <Dmccombs@vanmeteria.gov>; Austin Roemer <roemer@ceclac.com>
Subject: Hudson Heights Plat 2 - Park Street Sanitary Sewer Connection

Paul,

During the walk thru this morning, it was determined that the sanitary sewer on the south end of the project along the east side of Park Street was connected into a storm sewer manhole. The "EX SAN MH #4" is actually a storm sewer manhole with an outlet to the south containing a 6" perforated pipe, and the sanitary sewer alignment appears to be located east of this manhole where an existing cleanout is located NE of said manhole. The existing manhole is located in the center of the driveway and the cleanout is within 6" of the north edge of driveway flare (see attached photo). Upon further review after the walk thru, referencing Park View Estates Plat 1 (attached pdf) designed by Snyder & Associates, the Cleanout is shown as sanitary and the manhole is shown as storm sewer.

With everything installed, there are 2 possible options that come to mind to correct this issue:

1. Relay the sanitary stretch from "EX SAN MH #4" to San MH 005 to connect into the existing sanitary at the cleanout location. This may pose an issue with the paving in place due to the depth of sewer running 10-13 feet deep with an offset of paving appearing to range from 4-12'.
2. Install a drop connection manhole on either side of ST-105 intake. A drop will be needed if the sewer exceeds a difference in drop greater than 2 vertical feet from invert to invert. An external drop is preferred but an internal drop may be considered if the City is acceptable to such.

Both options require the cleanout to be removed, connect onto existing sanitary, and cut and cap the installed pipe north out of "EX SAN MH #4". Will likely need to remove half the driveway there as well.

Please review and let us know what CEC believes is the best route to correct this. The City will not allow significant deflections in the sewer without a manhole. Small deflections are allowed as long as the sewer passes mandrel testing. It would be advantageous to review stick sheets and design files to see what we are really looking at with the depth of the existing sanitary sewer, it appears to be around 10-12 feet deep.

170.11 FINAL PLAT APPROVAL BY COUNCIL.

1. Upon receipt of the plat and written reports thereof, the City Council shall review the final plat and attachments thereto. If the final plat is found to conform to the ordinances and standards of the City and the comprehensive plan and other adopted plans, all as of the date of approval of the preliminary plat and is found to substantially conform to the preliminary plat, upon payment by the developer to the City for all engineering and legal costs incurred by the City in connection with the approval of the final plat, the City Council shall approve the final plat, and shall cause its approval to be entered on the final plat as required by law.

2. Prior to review of the final plat the City Council must receive a certificate by the City Engineer that all improvements and installations to the subdivision required for its approval have been made and completed.

3. If the required improvements have not been completed and the City Engineer cannot certify completion of the improvements, the applicant, with the approval of the City Council, may submit a performance bond for completion of the required improvements. The performance bond shall be with a surety company, licensed to do business in the State of Iowa, shall be in an amount determined by the City to be sufficient to ensure completion of the required improvements and specify the time for completion of the improvements. In lieu of a surety bond, the City Council may approve an irrevocable letter of credit as surety. The performance bond or irrevocable letter of credit must be posted and provided to the City before consideration of the final plat by the City Council.

4. Within 60 days after the application for approval of the final plat, the City Council shall approve or disapprove the final plat, unless such time period is extended by agreement between the subdivider and the City. The period for consideration under this section does not start until the application for approval is complete, including all required final plat attachments. If the action is to disapprove the plat, the reasons therefor shall be set forth in the official records of the City Council and such decision shall be provided to the subdivider.

5. Upon approval, the City Council, by resolution, shall approve the final plat and certify the resolution. Upon obtaining the certified resolution of approval by the City Council, the developer shall record the plat with the County Recorder and the County Auditor within 30 days. If not recorded within this time, the approval shall be null and void. Immediately after recording, the original or a certified copy shall be filed with the office of Clerk/Treasurer.

Punch List
Hudson Heights Plat 2
City of Van Meter, Iowa
V&K Job No.: 19387

Prepared: November 20, 2024

Revised: December 04, 2024

Present:

Drew McCombs - City of Van Meter

Callin Hornsby & Michael Crow - Veenstra & Kimm, Inc.

Austin Roemer - Civil Engineering Consultants, Inc.

Rod Ocker - DR Utilities

John Larson - Hudson Heights Development, LLC

Item	Structure	Sheet	Location	Comments
1	EX SAN MH-4	6	0+66.05 RT	Remove PCC slag from invert. This manhole is actually storm sewer - CEC to look into correcting and connecting into san sewer.
2	6" VALVE	9	0+86.53 LT	OK
3	ST-106	13	1+10.93 LT	Clean Invert COMPLETE
4	ST-105	13	1+10.93 RT	Clean Invert. REMOVE CASTING, BROKEN ADJ. RINGS, AND SILT SOCKS, GRADE AROUND STRUCTURE Replace broken adj. ring and replace two 2" rings with one 4" ring. Bolt casting and rings to structure, 2 bolts. Backfill structure.
5	SAN MH-005	6	3+22.93 RT	OK
6	HYD & VALVE	9	3+31.99 LT	OK
7	ST-109	12	0+45.75 LT	Remove PCC slag and dirt from invert. COMPLETE
8	VALVE	10	0+55.24 LT	Adjust valve box to grade. COMPLETE
9	ST-108	12	0+45.74 RT	Adjust casting to grade. Bolt casting and rings to structure, 2 bolts. COMPLETE
10	BLOWOFF HYD	10	1+86.24 LT	OK
11	SAN MH-004	6		OK
12	VALVE	9	4+10.13 LT	OK

13	ST-107	12	3+87.13 RT	Bolt casting and rings to structure, 2 bolts. COMPLETE
14	SAN MH-003	6	4+05.10 RT	Remove dirt from manhole. Verify no dirt is in outlet pipe. Reset casting, rings, and I&I barrier. COMPLETE
15	ST-110	12	4+69.11 RT	Bolt casting and rings to structure, 2 bolts. COMPLETE
16	HYD & VALVE	9	5+50.15 LT	OK
17	ST-111	12	6+04.64 RT	Bolt casting and rings to structure, 2 bolts. COMPLETE
18	ST-112	12	6+04.64 LT	Not inspected - inspect at later date after all structures are cleaned out. COMPLETE
19	ST-306	11	6+56.01 RT	Bolt casting and rings to structure, 2 bolts. Clean debris from invert and bench. COMPLETE
20	HYD & VALVE	9	7+47.59 LT	OK
21	SAN MH-001	6	7+62.47 RT	Clean debris from invert and bench. Removed 3-piece casting bolts from inside casting wall. COMPLETE
22	ST-304	11	8+59.47 RT	Backfill structure. Bolt casting and rings to structure, 2 bolts. MORE BACKFILL AROUND STRUCTURE
23	ST-305	11	8+59.37 LT	Not inspected - inspect at later date after all structures are cleaned out. COMPLETE
24	EX SAN MH #1	6	8+71.63 LT	OK REMOVE ROCK, 3 PIECE CASTING, PYREX ROLL, TEE POSTS BY TRASH BIN, AND HAUL OFF TRASH BIN.
25	VALVE	9	8+72.66 LT	OK
26	ST-303	11	8+59.70 RT	Reset adjusting rings and casting. Bolt casting and rings to structure, 2 bolts. NEEDS MORE GRADING
27	ST-302	11		Bolt casting and rings to structure, 2 bolts. COMPLETE
28	ST-301 FES	11		Install more rip-rap around FES. RIP-RAP IS NO LONGER HERE
29	ST-203 FES	11		OK

30	ST-202	11		OK		
31	ST-201 FES	11		Install more rip-rap around FES.	COMPLETE	
32	VALVE	10	5+40.53 LT	OK		
33	EX SAN MH-5	7	5+56.31 RT	Clean invert and bench immediately. Replace/reset composite adjusting rings and casting. Adjust casting to grade.	COMPLETE	
34	HYD & VALVE	10		Adjust valve to grade.		
35	SAN MH-006	7		OK		
36	ST-001 FES	13		Install erosion matting at FES. Connect drain tile to FES as desired by Drew with City.	CAN NOT TELL IF THIS IS DONE	
37	ST-002	13		OK		
38	ST-003 FES	13		Bolt casting and rings to structure, 2 bolts.	COMPLETE	
39	ST-101 FES	13		Install rip-rap around FES.	COMPLETE	
40	ST-102	13		Bolt casting and rings to structure, 2 bolts.	COMPLETE	
41	ST-103	13		Bolt casting and rings to structure, 2 bolts.	COMPLETE	
42	ST-104	13		Bolt casting and rings to structure, 2 bolts.	COMPLETE	
Misc. Items						
43	Submit 4yr maintenance bonds to V&K with cost breakdowns					
44	CEC to submit As-Constructed Plans, shall include x,y for all services					
45	Finish mulching, verify seeding establishes, and submit NOD					
46	Verify all serve stubs are marked with a t-post at breast height and are painted appropriately (green=sanitary, blue=water, white=sump)					
46	Verify all property pins and lot markers are staked and still standing					
47	Remove all washout boxes, machinery, and miscellaneous equipment and materials					
48	Finish final grading SE corner of Lot 11 where connecting into existing yard					
49	Install all street and road signs					
50	Finish sealing all roadway joints					COMPLETE

*Arlington Ave - backfill around sidewalk and mail boxpad, remove adj. rings, remove silt socks and hay bales, remove all trash, and clean Arlington Ave. street and cul-de-sac.

*Grade out all areas of site with rutting.

Added January 13, 2025

Punch List
Hudson Heights Plat 2
City of Van Meter, Iowa
V&K Job No.: 19387

Prepared: November 20, 2024
Updated: January 13, 2025

Present:

Drew McCombs - City of Van Meter

Callin Hornsby & Michael Crow - Veenstra & Kimm, Inc.

Austin Roemer - Civil Engineering Consultants, Inc.

Rod Ocker - DR Utilities

John Larson - Hudson Heights Development, LLC

Item	Structure	Sheet	Location	Comments
1	EX SAN MH-4	6	0+66.05 RT	Remove PCC slag from invert. This manhole is actually storm sewer - CEC to look into correcting and connecting into san sewer.
2	6" VALVE	9	0+86.53 LT	OK
3	ST-106	13	1+10.93 LT	Clean Invert
4	ST-105	13	1+10.93 RT	Clean Invert. Replace broken adj. ring and replace two 2" rings with one 4" ring. Bolt casting and rings to structure, 2 bolts. Backfill structure.
5	SAN MH-005	6	3+22.93 RT	OK
6	HYD & VALVE	9	3+31.99 LT	OK
7	ST-109	12	0+45.75 LT	Remove PCC slag and dirt from invert.
8	VALVE	10	0+55.24 LT	Adjust valve box to grade.
9	ST-108	12	0+45.74 RT	Adjust casting to grade. Bolt casting and rings to structure, 2 bolts.
10	BLOWOFF HYD	10	1+86.24 LT	OK
11	SAN MH-004	6		OK
12	VALVE	9	4+10.13 LT	OK

13	ST-107	12	3+87.13 RT	Bolt casting and rings to structure, 2 bolts.
14	SAN MH-003	6	4+05.10 RT	Remove dirt from manhole. Verify no dirt is in outlet pipe. Reset casting, rings, and I&I barrier.
15	ST-110	12	4+69.11 RT	Bolt casting and rings to structure, 2 bolts.
16	HYD & VALVE	9	5+50.15 LT	OK
17	ST-111	12	6+04.64 RT	Bolt casting and rings to structure, 2 bolts.
18	ST-112	12	6+04.64 LT	Not inspected – inspect at later date after all structures are cleaned out.
19	ST-306	11	6+56.01 RT	Bolt casting and rings to structure, 2 bolts. Clean debris from invert and bench.
20	HYD & VALVE	9	7+47.59 LT	OK
21	SAN MH-001	6	7+62.47 RT	Clean debris from invert and bench. Removed 3-piece casting bolts from inside casting wall.
22	ST-304	11	8+59.47 RT	Backfill structure. Bolt casting and rings to structure, 2 bolts.
23	ST-305	11	8+59.37 LT	Not inspected – inspect at later date after all structures are cleaned out. OK 12/5/24
24	EX SAN MH #1	6	8+71.63 LT	OK
25	VALVE	9	8+72.66 LT	OK
26	ST-303	11	8+59.70 RT	Reset adjusting rings and casting. Bolt casting and rings to structure, 2 bolts.
27	ST-302	11		Bolt casting and rings to structure, 2 bolts.
28	ST-301 FES	11		Install more rip-rap around FES.
29	ST-203 FES	11		OK

Misc. Items	
43	Submit 4yr maintenance bonds to V&K with cost breakdowns
44	CEC to submit As-Constructed Plans, shall include x,y for all services
45	Finish mulching, verify seeding establishes, and submit NOD
46	Verify all serive stubs are marked with a t-post at breast height and are painted appropriately (green=sanitary, blue=water, white=sump)
46	Verify all property pins and lot markers are staked and still standing
47	Remove all washout boxes, machinery, and miscellaneous equipment and materials-
48	Finish final grading SE corner of Lot 11 where connecting into existing yard - Spring 2025?
49	Install all street and road signs
50	Finish sealing all roadway joints
51	Arlington Ave - Backfill around sidewalk and mailbox pad, remove materials and trash, clean cul-de-sac
52	Grade out all areas of site with rutting
53	Install Turf Reinforcement Matting between ST-202 and ST-201 on Plan Sheet 11
54	Install Turf Reinforcement Matting east of ST-102 on Plan Sheet 13

Agenda Item #10

Public Hearings

a) - Proposed Amendment to the Van Meter Urban Renewal Area - ~~If the City has not received the executed Agricultural Land Agreement from the property owner by Monday, this will be pulled from the agenda.~~

Mayor: I would entertain a motion to open the public hearing.

City Councilmember: _____ So moved. City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is open as of _____pm. Has City staff received any comment to be heard regarding this matter?

City Clerk: Provides summary of matter for hearing.

Mayor: Does anyone present wish to comment on this matter?

Mayor: I would entertain a motion to close the public hearing.

City Councilmember: _____ So moved. City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is closed as of _____pm.

b) - Proposed Plans, Specifications, Forms of Contract and Estimate of Cost for the proposed Arlington Avenue Project

Mayor: I would entertain a motion to open the public hearing.

City Councilmember: _____ So moved. City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is open as of _____pm. Has City staff received any comment to be heard regarding this matter?

City Clerk: Provides summary of matter for hearing.

Mayor: Does anyone present wish to comment on this matter?

Mayor: I would entertain a motion to close the public hearing.

City Councilmember: _____ So moved. City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is closed as of _____pm

Agenda Item #10

Public Hearings

c) - Proposed Special Speed Zone Addition - Section 63.04 of Chapter 63 Speed Regulations - 40mph on 340th Trail

Mayor: I would entertain a motion to open the public hearing.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is open as of _____pm. Has City staff received any comment to be heard regarding this matter?

City Clerk: Provides summary of matter for hearing.

Mayor: Does anyone present wish to comment on this matter?

Mayor: I would entertain a motion to close the public hearing.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is closed as of _____pm.

c) - Proposed Amendments to the Van Meter Code of Ordinances including Repealing Chapters 155 Adoption of Codes, 157 Mechanical Code, 158 Property Maintenance & Housing Code, 159 Plumbing Code and 160 Fuel Gas Code AND Repealing & Replacing Chapter 156 Building Code

Mayor: I would entertain a motion to open the public hearing.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is open as of _____pm. Has City staff received any comment to be heard regarding this matter?

City Clerk: Provides summary of matter for hearing.

Mayor: Does anyone present wish to comment on this matter?

Mayor: I would entertain a motion to close the public hearing.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is closed as of _____pm

Agenda Item #10

Public Hearings

e) - Proposed Amendment to the Van Meter Code of Ordinances - Adding Chapter 151 Shipping Containers

Mayor: I would entertain a motion to open the public hearing.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is open as of _____pm. Has City staff received any comment to be heard regarding this matter? Yes, the City received a written comment voicing non-support of the addition of the code (enclosed).

City Clerk: Provides summary of matter for hearing.

Mayor: Does anyone present wish to comment on this matter?

Mayor: I would entertain a motion to close the public hearing.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: All in favor? _____ Yes _____ No

Mayor: The public hearing is closed as of _____pm.

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED Van Meter Urban Renewal Area AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 7:00 p.m., at the Van Meter United Methodist Church, 100 Hazel Street, Van Meter, Iowa, on January 13, 2025, the City Council of the City of Van Meter will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the Van Meter Urban Renewal Area and designating an expanded Van Meter Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403, Code of Iowa, by adding and including all certain real property situated in the City of Van Meter, Dallas County, State of Iowa, more particularly described as follows:

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

quarter of the southeast quarter of said Section 34 a distance of 40 feet to the northwest corner of the northeast quarter of the southeast quarter of said Section 34; thence West along the south line of the northeast quarter of said Section 34 to the Center of said Section 34; thence North along the west line of the northeast quarter of said Section 34 to the Point of Beginning.

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Microsoft Corporation (the "Company") in connection with the construction by the Company of a new regional data center campus; and (b) using tax increment financing to pay the costs of the redevelopment of an existing building for use as a new municipal building including a fire station, police station and library. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections at the Van Meter City Hall, 310 Mill Street, PO BOX 160, Van Meter, IA 50261 or via electronic mail to jdrake@vanmeteria.gov or comments and may be heard orally with respect to the subject matters of the hearing.

Jessica Drake
City Clerk

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, Iowa will, in said 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 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 2,034 SY of PCC pavement, 1,191 LF of curb and gutter, 6" wide, 918 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

NPH-1

19395

NOTICE OF PUBLIC HEARING

YOU ARE HEREBY NOTIFIED THAT on the 13th day of January, 2025, the Van Meter City Council at its regular business 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 63 Speed Regulations – Section 63.04 Special Speed Zones relating to a proposed speed change to 40mph on 340th Trail. 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 13th day of January, 2025, the Van Meter City Council at its regular business 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 155 Adoption of Codes, Chapter 157 Mechanical Code, Chapter 158 Property Maintenance and Housing Code, Chapter 159 Plumbing Code and Chapter 160 Fuel Gas Code AND Repealing and Replacing Chapter 156 Building Code. 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 13th day of January, 2025, the Van Meter City Council at its regular business 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 Adding Chapter 51 Shipping Containers. 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

From: [Larain Climer](#)
To: [Jess Drake](#); [Elizabeth \(Liz\) Faust](#)
Subject: FW: VM Shipping Containers and Viginia Street
Date: Thursday, January 2, 2025 3:23:06 PM
Attachments: [image.png](#)
[image.png](#)

From: Nate Steffes <nate@grioutdoors.com>
Sent: Thursday, January 2, 2025 3:20 PM
To: Larain Climer <lclimer@vanmeteria.gov>
Subject: VM Shipping Containers and Viginia Street

Larain,

Thanks for taking my call; as discussed:

1. Item #18 on the city council agenda; I am a commercial property owner and utilize shipping containers for storage. I would like to keep these in place behind the building. These match the building color and are neatly kept but also remain not visible from the city street. 710 Pleasant Street. I would like the counsel to continue to allow this use of a storage container behind the building, rear of the commercial parcel.
 2. Could you share any plans for the Grant and Virginia street conceptual plan. I currently lease this and am open to working with the city to leave this lease agreement. I would like to utilize the lease to keep the Grant and West street parcel, which I would fence for similar ag/commercial storage.
 3. Is the city considering Grant street between west/wilson a street or Alley. I ask as I would like to clarify parking requirements along Grant "STREET".
- 1: picture of 710 pleasant street (containers in rear)



2. Leased green space I would like to utilize if city wants Vigna/Grant street lease



Thanks,

Nate Steffes
712.210.4767

Agenda Item #11a

Discussion and Possible Action:

Resolution #2025-05 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve an Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area

Submitted for: **Discussion and Possible Action**

This resolution approves the addition of the land and projects into the Van Meter Urban Renewal Area. The next step will be to set a public hearing to accept the Development Agreement. This is tentatively scheduled for February 10, 2025.

~~If the Ag Land Agreement is not received by the City by Monday, both agenda items #11a and #11b will be removed from the agenda.~~

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2025-05 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve an Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: **Roll Call Please.**

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

January 9, 2025

VIA EMAIL

Jessica Drake
City Clerk/City Hall
Van Meter, Iowa

Re: Van Meter Urban Renewal Area (January, 2025 Addition)
Our File No. 420352-30

Dear Jess:

Attached please find two sets of proceedings covering the City Council's action in holding a public hearing on the designation of the expanded urban renewal area and adopting a resolution to approve the amended urban renewal plan for that area.

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

Kind regards,

Amy Bjork

Attachments

cc: Liz Faust

PUBLIC HEARING ON JANUARY, 2025
ADDITION TO THE VAN METER URBAN
RENEWAL AREA AND URBAN
RENEWAL PLAN AMENDMENT

420352-30

Van Meter, Iowa

January 13, 2025

The City Council of the City of Van Meter, Iowa, met on January 13, 2025, at 7:00 p.m., at the Van Meter United Methodist Church, Van Meter, Iowa for the purpose of conducting a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded Van Meter Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

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

Council Member _____ moved the adoption of a resolution entitled "Resolution #2025-05 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION #2025-05

“A Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area”

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

WHEREAS, this City Council of the City of Van Meter, Iowa (the “City”) by resolution previously established the Van Meter Urban Renewal Area (the “Urban Renewal Area”) and adopted urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Microsoft Corporation (the “Company”) in connection with the construction by the Company of a new regional data center campus; and (b) using tax increment financing to pay the costs of the redevelopment of an existing building for use as a new municipal building including a fire station, police station and library; and

WHEREAS, notice was given of a public hearing by the City Council of the City on the question of amending the plan for the Urban Renewal Area and designating an expanded Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, and the Council has conducted said hearing on January 13, 2025; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Dallas County and the Van Meter Community School District; the consultation meeting was held on December 27, 2024; and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

WHEREAS, a portion (the “Ag Land Property”) of the Property meets the definition of “agricultural land” under Section 403.17 of the Code of Iowa and, pursuant to said law, a consent agreement has been executed by the owner of such Property;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa and is hereby designated the January, 2025 Addition to the Van Meter Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment and the projects described in the Plan conform to the general plan of the municipality as a whole;

B. The projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. It is not anticipated that families will be displaced as a result of the City’s undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved January 13, 2025.

Joe Herman, Mayor

Attest:

Jessica Drake, City Clerk

EXHIBIT A
Legal Description
Expanded Van Meter Urban Renewal Area
(January, 2025 Addition)

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

CITY OF VAN METER, IOWA
URBAN RENEWAL PLAN AMENDMENT
VAN METER URBAN RENEWAL AREA

January, 2025

The Urban Renewal Plan (the "Plan") for the Van Meter Urban Renewal Area (the "Urban Renewal Area") is being amended for the purposes of adding new property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the January, 2025 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. The City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Regional Data Center Campus Development Project

Date of Council Approval of Project: January 13, 2025

Description of Project and Project Site: Microsoft Corporation ("Microsoft") is undertaking the construction of a new regional data center campus (the "Microsoft Project") on the Property (as defined in Section 1 of this Amendment).

It has been requested that the City provide tax increment financing assistance to Microsoft in support of the efforts to complete the Microsoft Project.

The costs incurred by the City in providing tax increment financing assistance to Microsoft will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$100,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with Microsoft with respect to the construction and use of the completed Microsoft Project and to provide annual appropriation economic development payments (the "Payments") to Microsoft thereunder. The Payments will be funded with incremental property tax revenues to be derived from the

Microsoft Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Microsoft Project, including the Payments and the Admin Fees, will not exceed \$65,000,000.

B.

Name of Project: Van Meter Municipal Building Project

Date of Council Approval of the Project: January 13, 2025

Description of Project and Project Site: The Van Meter Municipal Building Project will consist of the construction of an addition to and the renovation of an existing building situated at 601 Main Street (the "Municipal Building Property") in the Urban Renewal Area for use by the City as a fire station, police station and library.

The completed Van Meter Municipal Building Project will have a direct, positive impact on increased and improved commerce and development in the Urban Renewal Area through the provision of enhanced municipal and recreational facilities.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Van Meter Municipal Building Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") may be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Van Meter Municipal Building Project will not exceed \$6,000,000, plus any interest expense incurred by the City on the Obligations.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Van Meter Municipal Building Project and alternative development and funding options for the Van Meter Municipal Building Project. The results of that analysis are summarized as follows:

1) Alternate Development Options: The City Council has determined that a need exists for expanded library facilities in the Urban Renewal Area. Further, the City Council has determined that the provision of new and improved fire and police facilities in the Urban Renewal Area are essential to the economic development of the City. The City's ability to fulfill its duty of fire protection and police protection services in the Urban Renewal Area is diminished by inadequate, outdated and undersized administrative facilities.

The use of the existing Municipal Building Property as the site for the Van Meter Municipal Building Project will serve to repurpose the existing building

thereon and is the optimal use for such building. Promoting other types of development on the Municipal Building Property to the exclusion of the Van Meter Municipal Building Project will not meet the public need being addressed by the Van Meter Municipal Building Project.

2) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: To the extent that they are not dedicated to other financing needs of the City, the City may use a portion of its Local Option Sales and Services Tax revenues to pay costs associated with the Van Meter Municipal Building Project.

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund reserves to aid in paying the costs of the Van Meter Municipal Building Project without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the Van Meter Municipal Building Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City intends to issue general obligation bonds or notes (the "Bonds") to pay the costs of the Van Meter Municipal Building Project. The City may use incremental property tax revenues derived from the Urban Renewal Area to pay a portion of the principal of and interest on the Bonds. The use of incremental property tax revenues will lessen the burden on individual taxpayers that will result from a spike in the debt service levy rate and will shift some of that burden onto valuation increases resulting from the City's successful economic development initiatives which are improved by the provision of enhanced municipal and recreational facilities.

* Fundraising/Private Donations: The City will undertake fundraising initiatives to pay for a portion of the Van Meter Municipal Building Project.

* Grants: The City will apply for certain grants to pay for a portion of the costs of construction the Van Meter Municipal Building Project.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$ 8,649,372</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this January, 2025 Amendment*:	<u>\$71,100,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
January, 2025 Addition

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

STATE OF IOWA
DALLAS COUNTY
CITY OF VAN METER

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Van Meter, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating the expanded Van Meter Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS MY HAND this ____ day of _____, 2025.

Jessica Drake, City Clerk

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)

Agenda Item #11b

Discussion and Possible Action:

Resolution #2025-06 Setting Date of Meeting at which it is a Proposed to Approve a Development Agreement with Microsoft Corporation, Including Annual Appropriation Tax Increment Payments

Submitted for: **Discussion and Possible Action**

Approval of the Development Agreement must happen after the Urban Renewal Plan Amendment. Approval is tentatively scheduled for February 10, 2025. The agreement is still under negotiation but we anticipate a final version by February 10. Approval & execution in February would enable the first phase of road improvements to go to bid in late February after financing is secured.

~~If the Ag Land Agreement is not received by the City by Monday and the public hearing is moved to 2/10/25, the URA Plan Amendment & Approval of the Development Agreement will both be scheduled for 2/10/24.~~

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2025-06 Setting Date of Meeting at which it is a Proposed to Approve a Development Agreement with Microsoft Corporation, Including Annual Appropriation Tax Increment Payments

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: **Roll Call Please.**

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

January 9, 2025

Via Email

Jessica Drake
City Clerk/City Hall
Van Meter, IA

Re: Development Agreement (Microsoft Corporation)
Our File No. 420352-30

Dear Jess:

Attached please find proceedings to enable the City Council to act on January 13, 2025 to set February 10, 2025 as the date for a public hearing on the proposed Development Agreement with Microsoft Corporation, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published February 6, 2025. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the February 10, 2025 meeting the necessary proceedings to approve the Agreement. We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Liz Faust

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Microsoft Corporation)

420352-30

Van Meter, Iowa

January 13, 2025

A meeting of the City Council of the City of Van Meter, Iowa, was held at 7:00 p.m., on January 13, 2025, at the Van Meter United Methodist Church located at 100 Hazel Street located in the City of Van Meter, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION #2025-06

“A Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Microsoft Corporation, Including Annual Appropriation Tax Increment Payments”

WHEREAS, the City of Van Meter, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Van Meter Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Microsoft Corporation (the “Company”) in connection with the construction by the Company of a new regional data center campus in the Urban Renewal Area; and

WHEREAS, pursuant to the Development Agreement the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$65,000,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on February 10, 2025 at 7:00 p.m., at the Van Meter United Methodist Church located at 100 Hazel Street in the City of Van Meter, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
MICROSOFT CORPORATION AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Van Meter, Iowa, will meet at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, IA on February 10, 2025, at 7:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Microsoft Corporation (the "Company") in connection with the construction by the Company of a regional data center campus in the Van Meter Urban Renewal Area (the "Urban Renewal Area"), which Development Agreement provides for certain financial incentives to the Company in the form of incremental property tax payments (the "Payments") to the Company in a total amount not exceeding \$65,000,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Company under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. Some or all of the Payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Van Meter, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jessica Drake
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 13, 2025.

Joe Herman, Mayor

Attest:

Jessica Drake, City Clerk

Agenda Item #12a

Discussion and Possible Action:

Resolution #2025-07 Finally Approving and Confirming Plans, Specifications, Form of Contract and Estimate of Costs for the Arlington Avenue Project

Submitted for: **Discussion and Possible Action**

Bid letting was held on 1/8/25 at City Hall. The City received 9 bids ranging from \$592,807.75 to \$883,566.25. Alliance Construction was the low bid at \$592,807.75.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2025-07 Finally Approving and Confirming Plans, Specifications, Form of Contract and Estimate of Costs for the Arlington Avenue Project

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST AND TO CONSIDER BIDS

420352-33 (L)

Van Meter, Iowa

January 13, 2025

The City Council of the City of Van Meter, Iowa, met on January 13, 2025, at 7:00 p.m., at the United Methodist Church, Van Meter, Iowa, pursuant to published notice. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Arlington Avenue Project.

Upon investigation, it was found that _____ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Arlington Avenue Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed Arlington Avenue Project; whereupon, the Mayor declared the hearing closed.

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION #2025-07

“A Resolution Finally Approving And Confirming Plans, Specifications, Form Of Contract And Estimate Of Cost For The Arlington Avenue Project”

WHEREAS, the City Council of the City of Van Meter, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the “Contract Documents”) for the proposed Arlington Avenue Project (the “Project”), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on January 13, 2025;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

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

Passed and approved January 13, 2025.

Joe Herman, Mayor

Attest:

Jessica Drake, City Clerk

Agenda Item #12b

Discussion:

Consideration of Bids for the Arlington Avenue Project

Submitted for: **Discussion**

Bid letting was held on 1/8/25 at City Hall. The City received 9 bids ranging from \$592,807.75 to \$883,566.25. Alliance Construction was the low bid at \$592,807.75. CEC recommends accepting the bid of the apparent low bidder. No action needed in this agenda item.

The Mayor announced that bids for the construction of the Arlington Avenue Project had been received before 10:00 a.m., on January 8, 2025, at the City Hall, Van Meter, Iowa, and that on the same day, at the same time, in the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Civil Engineering Consultants, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Arlington Avenue Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)

ESTIMATED PROJECT QUANTITIES: ARLINGTON AVENUE

ITEM NUMBER	ITEM CODE	BID ITEM	UNIT	QUANTITIES ESTIMATED TOTAL	ALLIANCE CONSTRUCTION GROUP	CORELL CONTRACTING, INC.	VEIT & COMPANY, INC	TK CONCRETE, INC	ALL STAR CONCRETE, LLC	ABSOLUTE CONCRETE CONSTRUCTION, INC.	BROTHERS CONCRETE	SYNERGY CONTRACTING, LLC	REILLY CONSTRUCTION CO.
					9400 PLUMB DRIVE URBANDALE, IA	1300 LINCOLN ST WEST DES MOINES, IA	14000 VEIT PLACE ROGERS, MN	1608 FIFIELD RD PELLA, IA	4989 NW JOHNSTON DRIVE JOHNSTON, IA	1800 BURR OAK BLVD. GRANGER, IA	4000 COLFAX AVE. DES MOINES, IA	7481 US-69 DES MOINES, IA	110 E MAIN ST OSSIAN, IA
DIVISION 2 - EARTHWORK													
2.1	2010-G-1000	SUBGRADE PREP	S.Y.	3,281	\$ 9,843.00	\$ 16,405.00	\$ 7,218.20	\$ 8,202.50	\$ 16,405.00	\$ 7,218.20	\$ 21,326.50	\$ 16,405.00	\$ 21,326.50
2.2	2010-D-1000	TOPSOIL, ON SITE	C.Y.	934	\$ 10,274.00	\$ 8,592.80	\$ 9,340.00	\$ 9,340.00	\$ 10,274.00	\$ 8,406.00	\$ 16,812.00	\$ 11,208.00	\$ 32,690.00
2.3	2010-E-1000	EXCAVATION, CLASS 10	C.Y.	4,705	\$ 56,460.00	\$ 47,050.00	\$ 63,988.00	\$ 59,753.50	\$ 47,050.00	\$ 88,218.75	\$ 30,582.50	\$ 75,280.00	\$ 152,912.50
2.4	2010-I-1008	MODIFIED SUBBASE, 8-INCH	S.Y.	2,034	\$ 31,527.00	\$ 27,967.50	\$ 28,984.50	\$ 27,459.00	\$ 27,967.50	\$ 37,629.00	\$ 36,612.00	\$ 43,731.00	\$ 43,731.00
2.5	2010-A-1000	CLEARING AND GRUBBING	L.S.	1	\$ 2,040.00	\$ 5,250.00	\$ 2,040.00	\$ 2,500.00	\$ 2,040.00	\$ 1,000.00	\$ 4,500.00	\$ 7,200.00	\$ 7,500.00
					\$ 112,946.00	\$ 106,946.50	\$ 110,823.50	\$ 107,255.00	\$ 108,196.50	\$ 132,810.45	\$ 110,850.00	\$ 146,705.00	\$ 258,160.00
DIVISION 4 - SEWERS AND DRAINS													
4.1	4020-A-1015	STORM SEWER, TRENCHED, RCP CLASS III, 15"	L.F.	610	\$ 42,090.00	\$ 55,510.00	\$ 53,070.00	\$ 36,600.00	\$ 55,510.00	\$ 38,735.00	\$ 82,350.00	\$ 67,100.00	\$ 45,750.00
4.2	4020-A-1018	STORM SEWER, TRENCHED, RCP CLASS III, 18"	L.F.	139	\$ 11,120.00	\$ 12,788.00	\$ 13,344.00	\$ 9,035.00	\$ 12,788.00	\$ 9,903.75	\$ 20,155.00	\$ 17,653.00	\$ 10,425.00
4.3	4020-A-1024	STORM SEWER, TRENCHED, RCP CLASS III, 24"	L.F.	23	\$ 3,680.00	\$ 3,795.00	\$ 2,875.00	\$ 1,978.00	\$ 3,795.00	\$ 2,185.00	\$ 4,255.00	\$ 3,335.00	\$ 2,415.00
4.4	4020-A-1024	STORM SEWER, TRENCHED, RCP CLASS III, 36"	L.F.	146	\$ 29,200.00	\$ 21,900.00	\$ 22,046.00	\$ 19,710.00	\$ 21,900.00	\$ 21,024.00	\$ 28,470.00	\$ 25,550.00	\$ 22,630.00
4.5	4020-D-1015	REMOVAL OF STORM SEWER, RCP CLASS III, 15"	L.F.	50	\$ 1,000.00	\$ 2,500.00	\$ 1,400.00	\$ 750.00	\$ 2,500.00	\$ 1,250.00	\$ 900.00	\$ 2,000.00	\$ 1,250.00
4.6	4020-D-1018	REMOVAL OF STORM SEWER, RCP CLASS III, 18"	L.F.	122	\$ 2,440.00	\$ 6,100.00	\$ 3,690.50	\$ 1,830.00	\$ 6,100.00	\$ 2,989.00	\$ 2,196.00	\$ 6,100.00	\$ 3,050.00
4.7	4030-B-1324	PIPE APRON, CONCRETE, 24"	EA.	1	\$ 3,000.00	\$ 3,105.00	\$ 3,760.00	\$ 3,750.00	\$ 3,105.00	\$ 4,000.00	\$ 1,680.00	\$ 3,525.00	\$ 3,500.00
4.8	4030-B-1336	PIPE APRON, CONCRETE, 36"	EA.	1	\$ 4,000.00	\$ 4,750.00	\$ 6,720.00	\$ 4,500.00	\$ 4,750.00	\$ 5,950.00	\$ 2,150.00	\$ 5,200.00	\$ 5,500.00
4.9	4040-A-1006	SUBDRAIN, PVC, 6"	L.F.	966	\$ 12,558.00	\$ 21,735.00	\$ 19,320.00	\$ 27,531.00	\$ 21,735.00	\$ 21,010.50	\$ 21,735.00	\$ 27,048.00	\$ 33,810.00
4.10	4040-D-1010	SUBDRAIN CONNECTION TO INTAKE OR STORM SEWER	EA.	4	\$ 1,600.00	\$ 900.00	\$ 1,192.00	\$ 2,000.00	\$ 900.00	\$ 1,500.00	\$ 5,000.00	\$ 3,000.00	\$ 2,600.00
4.11	4040-E-1004	STORM SEWER SERVICE STUB, PVC, 4-INCH	L.F.	376	\$ 9,400.00	\$ 11,280.00	\$ 21,620.00	\$ 11,280.00	\$ 11,280.00	\$ 15,416.00	\$ 8,460.00	\$ 16,920.00	\$ 13,160.00
4.12	4060-B-1000	VIDEO INSPECTION OF STORM SEWER	L.S.	1	\$ 3,000.00	\$ 5,005.00	\$ 14,440.00	\$ 4,250.00	\$ 5,005.00	\$ 2,500.00	\$ 1,000.00	\$ 5,050.00	\$ 8,000.00
					\$ 123,088.00	\$ 149,368.00	\$ 163,477.50	\$ 123,464.00	\$ 149,368.00	\$ 126,213.25	\$ 178,351.00	\$ 182,481.00	\$ 152,090.00
DIVISION 5 - WATER MAIN AND APPURANANCES													
5.1	5010-E	ADJUST WATER SERVICES AS NEEDED	L.S.	1	\$ 8,500.00	\$ 17,000.00	\$ 9,600.00	\$ 8,000.00	\$ 17,000.00	\$ 3,000.00	\$ 1,500.00	\$ 15,000.00	\$ 3,250.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS													
6.1	6010-A-1048	MANHOLE, STORM SEWER, SW-401, 48-INCH	EA.	1	\$ 5,500.00	\$ 4,900.00	\$ 3,790.00	\$ 4,750.00	\$ 4,900.00	\$ 5,050.00	\$ 6,250.00	\$ 6,325.00	\$ 4,750.00
6.2	6010-A-1060	MANHOLE, STORM SEWER, SW-401, 60-INCH	EA.	2	\$ 13,000.00	\$ 15,250.00	\$ 5,540.00	\$ 13,000.00	\$ 15,250.00	\$ 13,700.00	\$ 17,080.00	\$ 16,918.00	\$ 15,500.00
6.3	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	EA.	6	\$ 17,100.00	\$ 21,000.00	\$ 17,040.00	\$ 24,000.00	\$ 21,000.00	\$ 21,660.00	\$ 28,800.00	\$ 27,156.00	\$ 37,500.00
6.4	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA.	1	\$ 3,500.00	\$ 6,050.00	\$ 3,610.00	\$ 5,500.00	\$ 6,050.00	\$ 5,525.00	\$ 7,250.00	\$ 6,010.00	\$ 6,500.00
6.5	6010-E-1000	SANITARY MANHOLE ADJUSTMENT, MINOR	L.S.	1	\$ 1,200.00	\$ 2,075.00	\$ 1,900.00	\$ 2,000.00	\$ 2,075.00	\$ 1,650.00	\$ 1,850.00	\$ 6,000.00	\$ 2,500.00
6.6	6010-H-2501	REMOVE INTAKE, SINGLE GRATE, SW-501	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 916.00	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,000.00	\$ 1,600.00	\$ 2,000.00
					\$ 41,300.00	\$ 51,275.00	\$ 32,796.00	\$ 51,250.00	\$ 51,275.00	\$ 48,885.00	\$ 62,230.00	\$ 64,009.00	\$ 68,750.00
DIVISION 7 - STREETS AND RELATED WORK													
7.1	7010-A-1070	PAVEMENT, PCC, 7-INCH	S.Y.	2,034	\$ 121,531.50	\$ 106,988.40	\$ 130,176.00	\$ 133,227.00	\$ 101,903.40	\$ 140,346.00	\$ 151,065.18	\$ 122,040.00	\$ 122,040.00
7.2	7010-E-1606	CURB AND GUTTER, 6-INCH WIDTH, 6-INCH THICKNESS	L.F.	1,191	\$ 2,382.00	\$ 2,501.10	\$ 1,012.35	\$ 29,775.00	\$ 2,382.00	\$ 27,393.00	\$ 41,685.00	\$ 2,382.00	\$ 1,191.00
7.3	7010-I-1000	PCC PAVEMENT SAMPLES AND TESTING	L.S.	1	\$ 5,500.00	\$ 6,300.00	\$ 3,360.00	\$ 3,500.00	\$ 6,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,750.00	\$ 3,500.00
7.4	7030-A-1004	REMOVAL OF SIDEWALK, PCC, 4-INCH	S.Y.	287	\$ 2,296.00	\$ 3,731.00	\$ 1,234.10	\$ 2,870.00	\$ 3,731.00	\$ 2,009.00	\$ 5,166.00	\$ 4,592.00	\$ 4,305.00
7.5	7030-A-1006	REMOVAL OF DRIVEWAY, PCC, 6-INCH	S.Y.	230	\$ 3,450.00	\$ 3,220.00	\$ 1,748.00	\$ 2,875.00	\$ 3,220.00	\$ 1,610.00	\$ 4,140.00	\$ 4,370.00	\$ 3,450.00
7.6	7030-E-1004	SIDEWALK, PCC, 4-INCH	S.Y.	487	\$ 22,889.00	\$ 23,619.50	\$ 28,733.00	\$ 29,220.00	\$ 23,863.00	\$ 33,116.00	\$ 29,220.00	\$ 28,246.00	\$ 26,785.00
7.7	7030-H-1006	DRIVEWAY, PAVED, PCC, 6-INCH	S.Y.	441	\$ 29,988.00	\$ 25,798.50	\$ 30,208.50	\$ 28,665.00	\$ 21,609.00	\$ 36,603.00	\$ 30,208.50	\$ 29,988.00	\$ 28,665.00
7.8	7040-H-1070	PAVEMENT REMOVAL, PCC, 7-INCH	S.Y.	2,034	\$ 18,306.00	\$ 28,476.00	\$ 10,576.80	\$ 20,340.00	\$ 28,476.00	\$ 14,238.00	\$ 30,510.00	\$ 29,510.00	\$ 26,442.00
7.9	7040-I-1000	CURB AND GUTTER REMOVAL	L.F.	954	\$ 1,192.50	\$ 4,770.00	\$ 3,434.40	\$ 9,540.00	\$ 4,770.00	\$ 1,908.00	\$ 11,925.00	\$ 9,540.00	\$ 12,402.00
					\$ 207,535.00	\$ 205,404.50	\$ 210,483.15	\$ 260,012.00	\$ 195,954.40	\$ 262,223.00	\$ 307,419.68	\$ 235,418.00	\$ 228,780.00
DIVISION 8 - TRAFFIC CONTROL													
8.1	8020-C-1000	PAINTED PAVEMENT MARKINGS, DURABLE	STA.	0+24	\$ 1,992.00	\$ 2,191.20	\$ 2,232.00	\$ 3,840.00	\$ 2,880.00	\$ 2,880.00	\$ 1,250.00	\$ 3,168.00	\$ 3,120.00
8.2	8030-A-1000	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 2,850.00	\$ 3,135.00	\$ 3,190.00	\$ 5,500.00	\$ 4,500.00	\$ 5,500.00	\$ 4,500.00	\$ 5,000.00	\$ 30,000.00
8.3	8040-A-3030	TRAFFIC SIGNS, STOP SIGN, 30" X 30"	EA.	2	\$ 800.00	\$ 880.00	\$ 896.00	\$ 700.00	\$ 900.00	\$ 700.00	\$ 3,700.00	\$ 770.00	\$ 750.00
8.4	8040-A-1218	TRAFFIC SIGNS, NO PARKING SIGN, 12" X 18"	EA.	3	\$ 600.00	\$ 660.00	\$ 672.00	\$ 1,200.00	\$ 900.00	\$ 900.00	\$ 2,850.00	\$ 990.00	\$ 975.00
					\$ 6,242.00	\$ 6,866.20	\$ 6,990.00	\$ 11,440.00	\$ 8,980.00	\$ 9,980.00	\$ 12,300.00	\$ 9,928.00	\$ 34,845.00
DIVISION 9 - EROSION AND SEDIMENT CONTROL													
9.1	9010-B-1100	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING TYPE 1 (PERM. LAWN MIXTURE)	AC.	0.37	\$ 1,665.00	\$ 2,525.25	\$ 2,693.60	\$ 2,220.00	\$ 2,405.00	\$ 2,405.00	\$ 3,626.00	\$ 2,645.50	\$ 2,590.00
9.2	9010-D-1000	WATERING	L.S.	1	\$ 1,200.00	\$ 2,100.00	\$ 2,240.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,500.00	\$ 2,250.00
9.3	9040-A-1000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	L.S.	1	\$ 1,700.00	\$ 1,325.00	\$ 1,400.00	\$ 1,750.00	\$ 1,250.00	\$ 1,250.00	\$ 975.00	\$ 1,430.00	\$ 1,500.00
9.4	9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	1	\$ 2,400.00	\$ 2,310.00	\$ 2,470.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,530.00	\$ 2,500.00
9.5	9040-D-1008	FILTER SOCKS, 8-INCH, INSTALLATION	L.F.	1,237	\$ 1,855.50	\$ 2,350.30	\$ 2,474.00	\$ 3,092.50	\$ 2,226.60	\$ 2,226.60	\$ 2,474.00	\$ 2,474.00	\$ 2,474.00
9.6	9040-D-2008	FILTER SOCKS, 8-INCH, REMOVAL	L.F.	1,237	\$ 309.25	\$ 309.25	\$ 247.40	\$ 618.50	\$ 247.40	\$ 247.40	\$ 371.10	\$ 1,237.00	\$ 309.25
9.7	9040-N-1000	SILT FENCE, INSTALLATION	L.F.	288	\$ 576.00	\$ 547.20	\$ 576.00	\$ 864.00	\$ 518.40	\$ 518.40	\$ 720.00	\$ 576.00	\$ 576.00
9.8	9040-N-3000	SILT FENCE, REMOVAL	L.F.	288	\$ 144.00	\$ 72.00	\$ 57.60	\$ 144.00	\$ 57.60	\$ 57.60	\$ 86.40	\$ 288.00	\$ 72.00
9.9	9040-T-1000	INLET PROTECTION	EA.	8	\$ 1,400.00	\$ 1,256.00	\$ 1,344.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,560.00	\$ 1,320.00	\$ 1,400.00
9.10	9040-J-03020	RIP RAP, CLASS E	TON	14	\$ 1,120.00	\$ 1,190.00	\$ 1,267.00	\$ 1,400.00	\$ 1,190.00	\$ 1,120.00	\$ 1,050.00	\$ 1,708.00	\$ 1,190.00
9.11	9040-J-1000	TURF REINFORCEMENT MATS, RCEP TYPE 4	S.F.	1,080	\$ 648.00	\$ 918.00	\$ 972.00	\$ 1,080.00	\$ 864.00	\$ 864.00	\$ 486.00	\$ 1,080.00	\$ 1,080.00
					\$ 13,017.75	\$ 14,903.00	\$ 15,741.60	\$ 17,369.00	\$ 14,159.00	\$ 14,089.00	\$ 15,248.50	\$ 17,788.50	\$ 15,941.25
DIVISION 10 - DEMOLITION													
10.1	10010-A-1000	DEMOLITION WORK	L.S.	1	\$ 479.00	\$ 3,240.00	\$ 479.00	\$ 4,000.00	\$ 3,244.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00
					\$ 479.00	\$ 3,240.00	\$ 479.00	\$ 4,000.00	\$ 3,244.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00
DIVISION 11 - MISCELLANEOUS													
11.1	11010-A-1000	CONSTRUCTION SURVEY	L.S.	1	\$ 7,000.00	\$ 7,140.00	\$ 7,620.00	\$ 8,500.00	\$ 6,800.00	\$ 7,500.00	\$ 4,850.00	\$ 11,600.00	\$ 7,500.00
11.2	11020-A-1000	MOBILIZATION	L.S.	1	\$ 65,000.00	\$ 61,500.00	\$ 78,000.00	\$ 43,750.00	\$ 86,838.00	\$ 86,500.00	\$ 35,000.00	\$ 88,540.50	\$ 85,000.00
11.3	11030-A-1000	MAINTENANCE OF POSTAL SERVICE	L.S.	1	\$ 6,000.00	\$ 4,000.00	\$ 1,980.00	\$ 2,750.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00



Civil Engineering Consultants, Inc.

January 10, 2025

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

RE: Van Meter, Iowa
Arlington Avenue Public Improvements
Letter of Recommendation

The City of Van meter received bids until 10:00 AM, January 8, 2025 for the Arlington Avenue Public Improvement project. A total of nine (9) bids were received. The bids are as follows:

ALLIANCE CONSTRUCTION GROUP	\$592,807.75
CORELL CONTRACTING, INC.	\$629,403.20
VEIT & COMPANY, INC	\$639,790.75
TK CONCRETE, INC	\$640,290.00
ALL STAR CONCRETE, LLC	\$652,414.90
ABSOLUTE CONCRETE CONSTRUCTION, INC.	\$706,200.70
BROTHERS CONCRETE	\$750,249.18
SYNERGY CONTRACTING, LLC	\$786,470.00
REILLY CONSTRUCTION CO.	\$883,566.25


The apparent low bid was submitted by Alliance Construction Group of Urbandale, Iowa in the amount of \$592,807.75.

The engineer's estimate of cost for construction of the project was \$624,679.00.

We recommend award of the Arlington Avenue Public Improvements project to Alliance Construction Group of Urbandale, Iowa.

Do not hesitate to contact us, if you have any question or comments regarding the project or the bid opening results.

Civil Engineering Consultants, Inc.


Paul Clausen, PE

Agenda Item #12c

Discussion and Possible Action:

Resolution #2025-08 Awarding Contract for the Arlington Avenue Project

Submitted for: **Discussion and Possible Action**

This is awarding the contract to Alliance Construction. Approval and execution of the contract will happen in February.

Recommendation: Approval

Sample Language: Motion to adopt Resolution #2025-08 Awarding Contract for the Arlington Avenue Project

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

MINUTES OF MEETING TO AWARD
CONTRACT

420352-33

Van Meter, Iowa

_____, 2025

The City Council of the City of Van Meter, Iowa, met on Monday, January 13, 2025, at 7:00p.m., at the Van Meter United Methodist Church located at 100 Hazel Street located in the City of Van Meter, pursuant to adjournment and the rules of this Council. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The City Council further considered proposals received for the proposed Arlington Avenue Project and embodied its findings in the resolution next hereinafter referred to.

Council Member _____ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION #2025-08

“A Resolution Awarding Contract For The Arlington Avenue Project”

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Van Meter, Iowa, and as required by law, bids and proposals were received by this Council for the Arlington Avenue Project (the “Project”); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Alliance Construction Group	\$ 582, 807.75

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder’s written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

Section 4. The amount of the contractor’s performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved on this 13th day of January, 2025.

Joe Herman, Mayor

Attest:

Jessica Drake, 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, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Arlington Avenue Project, including a true, correct and complete copy of the resolutions referred to in such minutes.

WITNESS MY HAND this 13th day of January, 2025.

Jessica Drake, City Clerk

Agenda Item #13

Discussion and Possible Action:

Ordinance #2025-01 Adopting a Proposed Amendment to the Van Meter City Code of Ordinances Chapter 63 – Speed Regulations – Addition of 63.04(3) Special 40 MPH Speed Zone and 63.04(3A) 340th Trail

Submitted for: **Discussion and Possible Action**

Proposed ordinance provided as well as the map & letter for recommendation from the City Engineer.

Recommendation: Approval

Sample Language: Motion to make this the first and final reading of Ordinance #2025-01 Adopting a Proposed Amendment to the Van Meter City Code of Ordinances Chapter 63 – Speed Regulations – Addition of 63.04(3) Special 40 MPH Speed Zone and 63.04(3A) 340th Trail, waving the requirement for subsequent readings and moving to approval and adoption of said Ordinance directing the City Clerk to cause said Ordinance to be published in the newspaper of record for the City

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

ORDINANCE NO. 2025-01

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY VAN METER, IOWA, BY ADDING SECTION 63.04(3) AND SECTION 63.04(3A) SPECIAL 40MPH SPEED ZONE

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

SECTION 1. The Code of Ordinances of the City of Van Meter, Iowa, as amended, by adding Sections 63.04(3) and 63.04(3A) and reads as follows:

63.04 (3) Special 40 MPH Speed Zones. A speed in excess of 40 miles per hour is unlawful on any of the following designated streets or parts thereof.

3A. On 340th Trail from Veterans Memorial Parkway to S Avenue

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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

SECTION 4. When Effective. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Council on the 13th day of January, 2025.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 2025-03 on the ____ day of January, 2025.

ATTEST:

Jessica Drake, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

November 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
340th TRAIL
SPEED ZONE

This letter is a follow-up to the discussion at the November 25, 2024 City Council Workshop concerning the establishment of a speed limit on 340th Trail from east of Veteran Memorial Parkway. All of 340th Trail from Veteran Memorial Parkway easterly to the intersection with S Avenue is located within the City and subject to the City Council jurisdiction establishing speed limits. East of S Avenue only small portions of south half of 340th Trail are located within the corporate limits of the City. The vast majority of 340th Trail east of S Avenue is located in unincorporated Dallas County.

Under the Code of Iowa the speed limit in a “suburban district” is 45 mph unless posted otherwise. A suburban district is defined as any portion of a City not located in a residence, business, or school district. It would appear 340th Trail falls within the definition of a suburban district and may well have a statutory 45 mph speed limit even though there is no posted speed limit. It is noted in unincorporated Dallas County 340th Trail that is not posted will likely have a 55mph implied statutory speed limit.

Although technically 340th Trail may have a 45 mph speed limit, most cities would not consider the statutory definition of a speed limit to be sufficient for purposes of siting motorists for speed violations. It would clearly be preferable for any intended speed limit to be established by ordinance and posted accordingly.

In establishing speed limits there are a number of factors the City can consider. One factor is whether the roadway geometrics are such that a slower speed limit would be appropriate. Geometric factors include both horizontal and vertical curves that limit site visibility.

A second factor to consider is the number of potential conflicts. Conflicts can be intersections with public streets and driveways. Conflicts can take into account non-motorized vehicle traffic such as pedestrian and bicyclist.

Along the reach of 340th Trail from Veteran Memorial Parkway to S Avenue there are two horizontal curves that could form the basis for a establishment of a lower speed zone based on geometric considerations. At this time there is only one residential property located along this reach of 340th Trail. Based on the current potential conflicts there may not be a justification for a lower speed limit.

Another factor the City may wish to take into consideration is its likely the western portion of 340th Trail from east of Veterans Memorial Parkway to the former Lauterbach property will likely be improved in 2025. Converting the existing gravel surface to a paved roadway surface will likely result in increased speeds. It is likely starting in 2025 and continuing for some period of years there will be increased traffic on the western portion of 340th Trail due to economic development activity.

Veenstra & Kimm, Inc. would recommend at a minimum the City establish a speed limit no greater than 45 mph to correspond with the definition statutory speed limit for a suburban zone. The City Council, in its discretion can establish a lower speed limit. Although the City Council has significant discretion in establishing the speed limit it is generally preferable for the City Council to have reasonable basis for establishing the speed limit.

It should also be recognized motorists will tend to travel at speeds they deem appropriate based on physical conditions. Given the limited number of conflicts along 340th Trail many motorist will reach the conclusion a higher speed is reasonable based on roadway conditions.

In considering the speed limit the City Council may wish to take into consideration the potential there will be at least one additional major entrance to 340th Trail that is likely to be located between the two horizontal curves. Although the exact location of the future entrance has not been finalized all indications are it will be located between the two horizontal curves on 340th Trail. It is likely the entrance could have significant traffic volumes as result of the economic development prospect. The construction of the addition of an entrance between the two horizontal curves both increases the conflict potentials. The anticipated construction addition of an entrance with significant traffic may well provide a basis or determining that based on roadway geometrics and conflict potential that a speed limit lower than 45 mph would be appropriate.

On the other hand, in establishing speed limits there needs to be a recognition speed limits need to reasonably align with driver perception of appropriate speed limits. Establishing a speed limit that is significantly slower than driver perception of a safe speed does not always result in the slowing that is the intent of speed limits.

Liz Faust
November 27, 2024
Page 3

The reach of 340th Trail from Veteran Memorial Parkway easterly approximately one-half mile probably does not justify a speed limit less than 45 mph. The horizontal curves on 340th Trail would appear to justify a 40 mph speed limit based on sight distance. The anticipated development in the area of the horizontal curves there may be a justification for a speed limit of 35 mph in the eastern half of 340th Trail extending easterly to S Avenue.

If the City were to establish a speed limit, it is recommended a singular speed limit be established from Veteran Memorial Parkway easterly to S Avenue. It is suggested a 40 mph speed limit over this one mile reach of 340th Trail may be a reasonable approach based on sighted distance issues in the curves. The City can monitor the speed as the Economic Development project moves forward. If the traffic activity generated by the Economic Development prospect results in additional conflicts the City could reevaluate and potentially lower the speed limit.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:mmc

193

Cc: Jessica Drake

Agenda Item #14

Discussion and Possible Action:

Ordinance #2025-02 Adopting Amendments to the Van Meter City Code of Ordinances including repealing the following Chapters: 155 Adoption of Codes, 157 Mechanical Code, 158 Property Maintenance and Housing Code, 159 Plumbing Code, and 160 Fuel Gas Code AND repealing and replacing Chapter 156 Building Code

Submitted for: **Discussion and Possible Action**

Proposed ordinance provided. As a reminder the chapters being repealed are duplicative in nature to Chapter 156. Chapter 156 encompasses all of the information included in the repealed chapters. Planning & Zoning has reviewed the proposed building code changes moving to adopt the 2021 International Building Code and recommends approval.

Recommendation: **Approval**

Sample Language: **Motion to make this the first and final reading of Ordinance #2025-02 Adopting Amendments to the Van Meter City Code of Ordinances including repealing the following Chapters: 155 Adoption of Codes, 157 Mechanical Code, 158 Property Maintenance and Housing Code, 159 Plumbing Code, and 160 Fuel Gas Code AND repealing and replacing Chapter 156 Building Code, waving the requirement for subsequent readings and moving to approval and adoption of said Ordinance directing the City Clerk to cause said Ordinance to be published in the newspaper of record for the City.**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

ORDINANCE NO. 2025-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY VAN METER, IOWA, BY REPEALING THE FOLLOWING CHAPTERS: 155 ADOPTION OF CODES, 157 MECHANICAL CODE, 158 PROPERTY MAINTENANCE CODE, 159 PLUMBING CODE AND 160 FUEL GAS CODE AND REPEAL CHAPTER 156 OF THE MUNICIPAL CODE OF THE CITY OF VAN METER, IOWA AND TO REPLACE BY ADOPTION BY REFERENCE THE 2021 EDITION OF THE INTERNATIONAL CODES (I-CODES™) AND MORE SPECIFICALLY THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL FIRE CODE, THE 2021 UNIFORM PLUMBING CODE AS ADOPTED BY THE STATE OF IOWA, THE INTERNATIONAL PLUMBING CODE, THE 2012 INTERNATIONAL ENERGY AND CONSERVATION CODE, AND BY REFERENCE THE NATIONAL ELECTRICAL CODE AS CURRENTLY USED BY THE STATE OF IOWA, NFPA 58, AND NFPA 54 TO REGULATE THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, CONVERSION, DEMOLITION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF BUILDINGS AND STRUCTURES, INCLUDING INSTALLATION OF MOBILE, MANUFACTURED AND MODULAR HOMES; TO PROVIDE FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND TO PROVIDE PENALTIES FOR VIOLATIONS.

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

SECTION 1. Purpose. The purpose of this ordinance is to update the City of Van Meter's Building Code to the most updated version and to consolidate duplicative chapters for clarification, consistency and efficiency.

SECTION 2. Repealing certain chapters for future use.

- CHAPTER 155 is repealed in its entirety and reserved for future use.
- CHAPTER 157 is repealed in its entirety and reserved for future use.
- CHAPTER 158 is repealed in its entirety and reserved for future use.
- CHAPTER 159 is repealed in its entirety and reserved for future use.
- CHAPTER 160 is repealed in its entirety and reserved for future use.

SECTION 3. Repeal and Replace. CHAPTER 156 Building Codes is repealed and replaced in its entirety and now reads:

AN ORDINANCE TO REPEAL CHAPTER 156 OF THE MUNICIPAL CODE OF THE CITY OF VAN METER, IOWA AND TO ADOPT BY REFERENCE THE 2021 EDITION OF THE INTERNATIONAL CODES (I-CODES™) AND MORE SPECIFICALLY THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL FIRE CODE, THE 2021 UNIFORM PLUMBING CODE AS ADOPTED BY THE STATE OF IOWA, THE INTERNATIONAL PLUMBING CODE, THE 2012 INTERNATIONAL ENERGY AND CONSERVATION CODE, AND BY REFERENCE THE NATIONAL ELECTRICAL CODE AS CURRENTLY USED BY THE STATE OF IOWA, NFPA 58, AND NFPA 54 TO REGULATE THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, CONVERSION, DEMOLITION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF BUILDINGS AND STRUCTURES, INCLUDING INSTALLATION OF MOBILE, MANUFACTURED AND MODULAR HOMES; TO PROVIDE

FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND TO PROVIDE PENALTIES FOR VIOLATIONS.

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

§156.0 VAN METER MUNICIPAL CODE, BUILDING CODE REGULATIONS AND PENALTIES FOR VIOLATIONS, IS HEREBY REPEALED, AND THE FOLLOWING ORDINANCE IS HEREBY ENACTED IN LIEU THEREOF:

§156.1 ADMINISTRATIVE PROVISIONS. Administration of this ordinance shall be as provided in this section and in the following sections of the several codes named which are hereby adopted by reference to provide procedures for local enforcement of the codes, constituting the International Codes. The Administrative Official (also known as the Building Official) or his/her designee, designated by the City Council, shall be responsible for the enforcement of the International Codes. He or she shall be accountable for the issuance of all applicable permits under this ordinance which shall include building permits issued in compliance with the Zoning Ordinance of the City of Van Meter. The Administrative Official shall have the power to render interpretations of this code and to adopt and enforce rules and regulations supplemental to this code, subject to approval of the Council of the City of Van Meter, as he/she may deem necessary in order to clarify the application of the provisions of this code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

§156.2 CONFLICT WITH STATE LAWS. Nothing in this chapter shall be construed to conflict with State laws. In the event of such conflict, the State law shall prevail.

§156.3 RENOVATION PROJECTS. For renovation projects subject to the requirements of this chapter, and in the Building Official's sole discretion, the Building Official shall have discretion to waive certain requirements of this chapter. The only requirements that may be waived are minor technical building code violations that do not constitute a life safety hazard if:

1. The Building Official finds a requirement to be technically infeasible; or
2. The building owner demonstrates that the building met the applicable requirements which existed under the Code at the time of its initial construction.

A waiver shall include an agreement that the property owner indemnify and hold the City harmless for any claim, cause, damage, and/or injury arising in favor of any party concerning these violations, such agreement to be recorded and binding to all successor owners of the property.

§156.4 ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL CODE. Pursuant to published notice and public hearing, as required by law, the International Residential Code, 2021 Edition, published by the International Code Council, is hereby adopted in full, including Appendix Chapters except for such portions as may hereinafter be deleted, modified, or amended.

§156.5 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Residential Code, 2021 Edition, are hereby made:

- A. Insert Section R101.1 to read City of Van Meter as the applicable jurisdiction.
- B. Delete Section R105.2(Building1) and replace as follows:
 1. One-story detached accessory structures, provided the floor area does not exceed 200 square feet; however, site plan approval shall be obtained from the Zoning Department.
- C. Delete Sections R105.2(Building 2), R105.2(Building 4), R105.2(Building 5), and R105.2(Building 10). Replace section R105.2 (5) with the following language: Sidewalks shall be permitted and installed in accordance with approved site plan for individual lot development.

- D. Amend Section R105.6 to include the addition of R105.6.1 Revocation of permit. Insert Section R105.6.1 to read: Revocation of Permit. It is the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to the expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to the expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code section. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.
- E. Add the following to Section R108.2 Schedule of Permit Fees with the following language:
Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.
- F. Add the following to Section R108.3: The Building Valuation will be derived from the construction costs for the total work submitted by the contractor, or the most current Building Valuation Data Schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.

The method for determining the value of the additional listed residential items will be as follows: The square foot of the listed structure, times the Dwelling - Type V - Wood Frame value, times the % multiplier assigned to each listed item.

1. Open Decks - 8%
2. Screened Porches - 15%
3. In-ground Pools - 17%
4. Above-ground pools - 8%
5. 3 Season Porches - 50%
6. Detached Garages - 50%
7. Post Frame Buildings - 50%
8. Remodel/Renovation - 30%

- G. Amend Section R108.5 to read as follows: Fee Refunds. The Administrative official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Administrative official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Administrative Official may authorize a refund of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Administrative Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

- H. Amend Section R110.1 to add the following at the end of the paragraph:

On all new construction, all necessary walks, drives and approaches, and all seeding and

sodding are to be installed before a final Certificate of Occupancy is issued.

I. Table R301.2 to read as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	SPEED (MPH)	TOPOGRAPHIC EFFECTS	SPECIAL WIND REGION	WINDBORNE DEBRIS ZONE		WEATHERING	FROST DEPTH	TERMITE					
30	115	NO	NO	NO	A	SEVERE	42	MODERATE	0	YES	DEC. 2007	2000	48.6

For purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table R301.2(1) shall be used.

K. Amend Section R301.2.3 to add the following:

For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

L. Amend section R302.3 to read:

For purposes of fire-resistive separation, two family dwelling units shall be considered as townhouses and shall be constructed in accordance with R302.2

M. Modify IRC Table 302.6 and replace with the following table:

TABLE R302.6

DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch "X" gypsum board or equivalent applied to the garage side
From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 5/8-inch "X" gypsum board or equivalent
Garages located less than 5 feet from a dwelling unit on the same lot	Not less than 5/8-inch "X" gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

N. Delete Section R302.13

O. Amend Section R305.1.1 Exception to read:

Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

P. Amend Section R310.2.3 to add the following exception:

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36)

inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Q. Amend Section R310.6 Exception to read:

New habitable spaces created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

R. Amend Section R311.3.2 Exception to read:

A top landing is not required where a stairway of not more than four rises is located on the exterior side of a door, provided the door does not swing over the stairway.

S. Amend Section R311.7.5.1 to add exception 3 with the following language:

The dimension of the top and bottom riser of a stair may vary up to 1-inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed seven and three-quarter inches.

T. Amend Section R311.7.8.4 to add exception 3 with the following language:

Handrails within a dwelling unit or serving an individual dwelling unit shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

U. Delete Section R313.1 and replace with the following:

313.1 Townhouses automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.
2. Townhouse structures where the conditioned square footage of the entire building is less than eighteen thousand (18,000) square feet. For purposes of this section, conditioned space shall be defined as space that can be occupied but shall not include garages or attics.
3. Townhouse structures that contain eight (8) or less dwelling units.

V. Delete Section R313.2 and replace with the following:

313.2 One and two-family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

W. Amend Section R317.1 to add the following:

8. Fences. Residential fences shall be chain link, ornamental iron, PVC/Composite, or approved wood. Wood used in fences shall be treated wood, or approved wood of natural resistance to decay.

X. Replace Table R403.1(1), (2), (3) with the following:

TABLE R403.1
FOUNDATIONS FOR STUD BEARING WALLS

Number of Stories	Thickness of Foundation Walls		Minimum Width of Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (inches)
	Unit <i>Concrete Masonry</i>				
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

Y. Delete Section R403.1.4.1 Exception 1 and replace with the following:

Accessory structures up to 200 square feet may be constructed on a 4-inch wood deck or 4-inch concrete slab. Protection for detached garages and other accessory structures 1024 square feet or less in size, located more than ten (10) feet from a dwelling, attached garage, or other principal structures, may be accomplished with a floating slab (monolithic). The floating slab shall include a thickened slab edge or a minimum eighteen (18) inches thick. Twelve inches of the thickened slab shall be below grade and six inches shall be above finished grade. The bottom portion of the thickened slab area shall be twelve (12) by twelve (12) inches. Two #4 rebar shall be placed within the thickened edge continuous around the perimeter of the slab. The floor shall be Portland cement concrete not less than four (4) inches thick. Garage floor areas shall have all sod and/or debris removed. For detached garages and accessory structures exceeding 1024 square feet, a frost protected footing and foundation shall be required.

Z. Delete Section R403.1.4.1 Exception 2.

AA. Amend Section R404.1 to add the following:

1. Scope. Notwithstanding other design requirements of Sections R404.1 - R404.1.5.2 of the International Residential Code, foundation retaining walls for one and two family dwelling occupancies of Type V construction may be constructed in accordance with this section, provided that use or building site conditions affecting such walls are within the limitations specified in this section. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed: (1) a full depth (minimum 1-1/2") nominal 2" x 4" keyway may be formed into the footings to secure the bottom of the foundation wall -or- (2) 36" long vertical # 4 rebar may be embedded a minimum of 6" into the footings not to exceed 7' on center spacing.

BB. Amend Code to Add Code Section: IRC R404.1.3.2.3 Insert the following language and Table:

Table R404.1.3.2.3 - Foundation Walls for Conventional Light Frame Construction'

Height of Foundation Wall (Net measured from top of basement slab)	Thickness of Foundation Walls	Reinforcement Type and placement within Foundation	Reinforcement Type and placement within Foundation Wall**
	Unit		

to top of foundation wall) *				Wall**	(maximum 12' span between corners and supporting cross walls)	Type of Mortar
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2" horizontal bars, placement in the middle, and near the top & bottom – 1/2" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC			
10	9' 8"	8"	See Chapter 18 IBC	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" vertical #4 embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of bars shall center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall contain reinforcement of minimum 2 – Y2" diameter rebar throughout. Placement of reinforcement and concrete shall requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high permeability and drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code. containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils are where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the wall, a designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

CC. Amend Chapter 11 Energy Efficiency -- Energy Efficiency, of the IRC is hereby amended by deleting this chapter and inserting the following:

Provisions of the International Energy Conservation Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be prescribed in "this code" and the regulations shall be known as the Waukee Energy Code.

DD. Amend Section R1601.4 to add the following:

Section 1601.4 Installation. Duct installation shall comply with sections M1601.4.1 through M1601.4.11

Section 1601.4.11. Air plenum and duct separation. Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned spaces by construction with sufficient insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

EE. Delete Section R G2414.5.2 (403.5.2) and replace with the following:

Section G2415.5.2 (403.5.2): Corrugated Stainless-Steel Tubing (CSST). Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

FF. Delete Section R G2414.5.4 (403.5.5) and replace with the following:

Section G2414.5.4 (403.5.5): Corrugated Stainless-Steel Tubing. Arc resistant corrugated stainless-steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

GG. Amend section P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall not be less than 60 inches below finished grade at the point of septic tank connection or as approved by Dallas County Environmental Health. Building sewers shall not be less than 60 inches below grade.

HH. Add Code Section IRC E3704.7 and insert the following language:

3704.7 Prohibited Locations. Feeders supplying a townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within the townhome unit, feeds are allowed within the easement.

§156.6 ADOPTION OF THE 2021 INTERNATIONAL BUILDING CODE. Pursuant to published notice and public hearing, as required by law, the International Building Code, 2021 Edition, published by the International Code Council, is hereby adopted in full to include Appendix K except for such portions as may hereinafter be deleted, modified, or amended.

§156.7 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Building Code, 2021 Edition, are hereby made:

- A. Insert Section 101.1 to read City of Van Meter
- B. Delete Sections 105.2(Building 2), 105.2(Building 5), 105.2(Building 6).
- C. Amend Section R105.6 to include the addition of R105.6.1 Revocation of permit. Insert Section R105.6.1 to read: Revocation of Permit. It is the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code section. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.
- D. Add the following to Section 109.2 Schedule of Permit Fees with the following language:

Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.

- E. Add the following to Section R109.3: The Building Valuation will be derived from the construction costs for the total work submitted by the contractor, or the most current Building Valuation Data Schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.

- F. Delete Section 308.5.4 and replace with the following:

308.5.4 Eight or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Exception:

Day care facilities that provide custodial care for 16 or fewer persons for less than 24 hours per day in a single-family dwelling, and where registered with the State of Iowa Department of Human Services as a child development home are permitted to comply with the International Residential Code.

- G. Delete Section 310.4.1 and replace with the following:
310.4.1 Care facilities within a dwelling. Care facilities within a dwelling shall adhere to section 308.5.4.

- H. Amend Section 423.5 to delete entire section including subsections 423.5.1 and 423.5.2 and replace with the following language:

423.5 Group E occupancy. In areas where the shelter design wind speed for tornadoes in 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

Exceptions:

1. Group E day care facilities
2. Group E occupancies accessory to a place of religious worship
3. Buildings meeting the requirements for shelter design in ICC 500
4. Accessory structures to existing Group E sites where the occupancy classification of said structures are classified as Groups A-5 and U

423.5.1 Required Occupant Capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.
2. Where approved by the Building Official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus site.

423.5.2 Location. Storm shelters shall be located within the buildings they serve or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exception: Existing schools undergoing alterations, additions, or construction of new accessory buildings.

- I. Delete Code Section: IBC 502.1 (Correlation IFC 505.1) and replace with the following language:

502.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the fire code official, address numbers shall be provided in greater dimension or additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 502.1. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1
Minimum Height and Stroke Width

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

- J. Modify IBC Section 716.2.6.1 to add the following language after the last sentence:
Automatic, self-closing, UL listed hinges may only be installed on the dwelling room entry door.
- K. Add Section 902.1.1.1 (Correlation IFC 901.4.6.1) to include the following language:

902.1.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

- L. Add new code section IBC 902.1.5 (Correlation IFC 901.4.6.5 DD) to include the following language:
902.1.5 Temperature Sensor. Provide a low temperature sensor in the fire sprinkler riser

room. Low Temperature Sensor shall be monitored to prevent freezing.

- M. Delete Section 903.2.11.1.3 and replace with the following:

903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

- N. Modify IBC Section 903.3.1.2(2) to change “30 feet” to “35 feet”.

- O. Modify IBC Section 903.3.1.2(3) to change “30 feet” to “35 feet”.

- P. Delete Section 903.4.2 and replace with the following:

903.4.2 Alarms. An approved weatherproof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

- Q. Amend Section 1008.3.3. to add the following locations with sequential numbering:

5. Public restrooms containing more than one water closet/urinal or that are accessible.
6. Meeting and conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

- R. Amend Section 1009.2 to add the following:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- S. Add Section 1010.1.6.1 with the following language:

1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door, exterior landings at doors shall be provided with frost protection.

- T. Amend Section 1010.2.2 to add the following:

Thumb Turn Locks shall not be allowed.

- U. Add the following Section 1013.1.1:

1013.1.1 Additional Exit Signs. Exit signs may be required at the discretion of the Administrative Official to clarify exit or exit access.

- V. Delete Sections 1013.5 and 1013.6 including 1013.6.1, 1013.6.2 and 1013.6.3.

- W. Add the following Section 1028.5.1:

1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- X. Modify Code Section: IBC 1301.1 and replace with the following language:

Section 1301.1 Scope. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be as prescribed in chapter 1 of the currently State adoption of the IECC and these regulations shall be known as the 2021 Energy Code.

- Y. Amend Section 1608.2 to add the following: For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot.

Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

Z. In Section 1609.1.1 add the following: For purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table 1609.3(1) shall be used.

AA. Add the following to Section 1807.1 Foundation Retaining Walls for Group R Occupancies:

1. Scope. Notwithstanding other design requirements of Chapters 18, 19 and 21 of the International Building Code, foundation retaining walls for Group R occupancies of Type V construction may be constructed in accordance with this section, provided that use or building site conditions affecting such walls are within the limitations specified in this section.
2. Specifications. General specifications for such foundation retaining walls shall be as follows:

Table - Foundation Walls for Conventional Light Frame Construction

Height of Foundation Wall (Net measured from top of basement slab to top of foundation wall) *		Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls)	Type of Mortar
		Concrete	Masonry			
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2" horizontal bars, placement in the middle, and near the top & bottom – Y2" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter	1/2" bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as
			18 IBC			

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" vertical #4 embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of bars shall center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall contain reinforcement of minimum 2 – 1/2" diameter rebar throughout. Placement of reinforcement and concrete shall requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high permeability and drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code. containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils are

where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the wall, a designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

BB. Replace Table 1809.7 with the following:

TABLE 1809.7
FOUNDATIONS FOR STUD BEARING WALLS

Number of Stories	Thickness of Foundation Walls		Minimum Width of Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (inches)
	Unit	Concrete Masonry			
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

§156.8 ADOPTION OF THE 2021 INTERNATIONAL EXISTING BUILDING CODE. Pursuant to published notice and public hearing, as required by law, the International Existing Building Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.9 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Existing Building Code, 2021 Edition, are hereby made:

- A. Add the following to Section 108.2 Schedule of Permit Fees with the following language: Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.
- B. Add New Code Section: IEBC 302.6 with the following language:
Section 302.6 Fire Protection. Existing buildings containing R-2 occupancies shall be made to comply with the International Building Code Section 903.2.8 within two (2) years of any of the following situations:
 1. Fire damage to three or more dwelling units, not including smoke or water damage or other damage from fire-fighting operations.
 2. Issuance of a building permit for a Level III alteration as identified in Chapter 6 of the International Existing Building Code.

§156.10 ADOPTION OF THE 2021 INTERNATIONAL MECHANICAL CODE. Pursuant to published notice and public hearing, as required by law, the International Mechanical Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.11 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Mechanical Code, 2021 Edition, are hereby made:

- A. The City of Van Meter interprets "NFPA 54 and NFPA 58" as equivalent alternatives for design to meet the intent of the 2021 International Fuel Gas Code
- B. Amend Section 109.5 to add the following:
Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.
- C. Amend Section 306.5 to add the following:

If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.

- D. Delete Section 307.2.4.1 and replace with the following:

307.2.4.1 Ductless mini-split system traps. Ductless mini-split equipment that produces condensate shall be installed per manufacturer's instructions.

- E. Amend Section 603.1 to add the following:

Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

§156.12 ADOPTION OF THE 2021 UNIFORM PLUMBING CODE. Pursuant to published notice and public hearing, as required by law, the Uniform Plumbing Code, 2021 Edition, published by the International Association of Plumbing and Mechanical Officials and amended by the State of Iowa, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.13 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the Uniform Plumbing Code, 2021 Edition, are hereby made:

The City of Van Meter interprets the 2021 International Plumbing Code as published by the International Code Council as an equivalent alternative to the 2018 Uniform Plumbing Code.

- A. UPC Section 104.5: Delete Table 104.5 and insert the following language:
Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.
- B. Amend Section UPC 407.3 to include the following language at the end of the Code section:
Tempering devices shall be installed at or as close as possible to the point of use.
- C. Amend Section UPC 418.3 to include location #5 with the following language:
Rooms containing a water heater.
- D. Amend Section UPC 609.1 to add the following language:
Water service piping shall have no less than five feet (5') of soil cover.
- E. Amend Section UPC 701.2 to add the following language:
(7) The use of SDR 23.5 is an acceptable material for exterior building sewers.
- F. Amend Section UPC 717.1 to add the following language:
717.1.1 Size of Drainage Piping. The main building drain shall be a minimum four-inch (4") diameter.
- G. Amend Section UPC 718.3.1 to add the following language:
718.3.1 Protection from damage. Building sewers less than 42 inches below grade shall be cast iron pipe or be protected with an engineered system to prevent damage from freezing and frost heave.
- H. Amend Section UPC 1014.1 to add the following language:

Notwithstanding provisions of section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing of FOG removal devices where connected to Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulations of industrial wastewater and commercial wastewater.

- I. Delete Section UPC 1101.12.2.2.2 Combined System.
- J. Amend Section UPC 1208.6.4.4 to add the following language:

1208.6.4.4 Corrugated Stainless Steel Tubing. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 1211.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

§156.14 ADOPTION OF THE 2020 NATIONAL ELECTRICAL CODE. Pursuant to published notice and public hearing, as required by law, the currently adopted by the State of Iowa Edition of the National Electrical Code, published by the National Fire Protection Association, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.15 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the National Electrical Code, as currently adopted by the State of Iowa, are hereby made:

- A. Amend Section 90.2 to add the following language:

90.2(D) Scope. Permits required. Permits shall be required for work contained within the scope of this article. Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.

- B. Delete section 210.8(A). and insert in lieu thereof the following new section:

210.8 (A) Dwelling Units.

All 125-volt receptacles installed in locations specified in 210.8 (A)(1) through 210.8 (A)(11) shall be ground-fault circuit-interrupter protection for personnel.

(1) Bathrooms

(2) Garages and also accessory buildings that have floor located at or below grade level not intended to be habitable rooms and limited to storage areas, work areas, or similar use

(3) Outdoors

Exception to (3) Receptacles that are not readily accessible and are supply branch circuits dedicated to electrical snow-melting, deicing, or pipeline and Bessel heating equipment shall be permitted to be installed in accordance with 426.28m or 427.22, as applicable

(4) Crawl spaces – at or below grade level

(5) Basements

Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection.

Informational Note: See 760.41B and 760.121(B) for power supply requirements for fire alarm systems.

Receptacles installed under the exception to 210.8 (A) (5) shall not be considered as meeting the requirements of 210.52(G).

(6) Kitchens – Where the receptacles are installed to serve the countertop surfaces

(7) Sinks – Where receptacles are installed within 1.8 m (6 ft) from the top inside edge of the bowl of the sink

(8) Boathouses

(9) Bathtubs or shower stalls – Where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall

(10) Laundry areas

Exception to (1) through (3), (5) through (8), and (1): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be

required to be ground fault circuit-interrupter protected. If a general-purpose convenience outlet is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.

(11) Indoor damp and wet locations

C. Delete section 210.8(F)

D. Add Code Section NEC 215.13 Prohibited Locations with the following language:
NEC 215.13 Prohibited Locations. Feeders supplying townhomes shall not extend through any townhome unit other than the unit served. For the purpose of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to roof with a yard or public way on not less than two sides.
Exception: If a recorded easement is established in a concealed space or attic within a townhome unit, feeders are allowed within that easement.

§156.16 ADOPTION OF THE 2021 INTERNATIONAL FUEL GAS CODE. Pursuant to published notice and public hearing, as required by law, the International Fuel Gas Code, 2021 Edition published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.17 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Fuel Gas Code, 2021 Edition, are hereby made:

A. Amend Section 106.6.2 to include the following language:
Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.

B. Delete Section 5.6.3.4 and replace with the following:

5.6.3.4 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 7.13.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

§156.18 ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE. Pursuant to published notice and public hearing, as required by law, the International Property Maintenance Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.19 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Property Maintenance Code, 2021 Edition, are hereby made:

A. Amend Section 101.1 Title to insert City of Van Meter as the jurisdiction referenced.

B. Amend Section 103.5 Fees to include the following language:
Permit fees will be derived from the City of Van Meter Fee Schedule as adopted.

C. Amend Section 302.4 to delete [JURISDICTION TO INSERT HEIGHT IN INCHES] and replace with: Weeds and tall grasses shall be regulated as defined in the City of Van Meter Municipal Ordinance.

D. Amend Section 304.14 to read as follows:

During the period from April 15th to October 15th, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption

are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

- E. Amend Section 602.3 by deleting “[DATE] to [DATE]” and replacing with September 1 to May 30.
- F. Amend Section 602.4 by deleting “[DATE] to [DATE]” and replacing with September 1 to May 30.
- G. Insert new sentence prior to last sentence of paragraph in Section 605.2 with the following language:
Any accessible receptacle within 6 feet of a water source shall be provided with Ground-Fault Circuit-Interrupter Protection.
- H. Amend Section 705.1 to add the following language to the end of the paragraph: In addition, carbon monoxide alarms and detectors shall be installed in accordance with Iowa Code Section 661—Chapter 211.
- I. Add new Section 705.3 with the following language:
705.3 Installation Locations. Installation locations shall be in conformance with the International Fire Code, the International Residential Code, Iowa Code, and at the location closest to the hazard of an attached garage or fuel-fired appliance.

§156.20 ADOPTION OF THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE. Pursuant to published notice and public hearing, as required by law, the International Energy Conservation Code, 2012 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended.

§156.21 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Energy Conservation Code, 2012 Edition, are hereby made:

- A. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency.
- B. Delete Sections 101.1, 101.2, 103.3.1, 103.3.2, 103.3.3, 103.4, 103.5, and all of Sections 104, 107, 108 and 109.
- C. All energy code compliance inspections shall be completed by a third party certified to do such inspections with a report submitted to the Administrative Official showing compliance with the State adopted energy code.
- D. Add Code Section C402.1.1.1 Seasonal Structures with the following language:
C402.1.1.1 Seasonal Structures. The following seasonal type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for temporary comfort of patrons and employees during operating hours.)
 - 1. Food Service Buildings that serve patrons at amusement parks, water parks, and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility and must have its sole means of servicing customers, an operable exterior serving window.
 - 2. Restroom Facilities that serve amusement parks, water parks, and outdoor sporting facilities.
- E. Delete Section C408.2 and replace with the following:

Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the registered

design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be in no way affiliated with the project's design, installation, or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

§156.22 ADOPTION OF THE 2021 INTERNATIONAL FIRE CODE. Pursuant to published notice and public hearing, as required by law, the *International Fire Code*, 2021 edition, including Appendix Chapters B, C, D, I, K, and N (see *International Fire Code* Section 101.2.1, 2021 edition), as published by the International Code Council, is hereby adopted in full as the Fire Code of City of Van Meter, for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, defined in §156.21.

§156.23 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions, and deletions to the International Fire Code, 2021 Edition, are hereby made:

- A. Section 101.1. Insert: [City of Van Meter]
- B. Section 111: Refer to City of Van Meter Board of Appeals.
- C. Delete Section: IFC 308.1.4 Replace with the following language:

308.1.4 Open-flame cooking devices. Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104.

Exceptions:

- 1. One- and two-family *dwelling*s, constructed in accordance with the *International Residential Code*.
- 2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

- D. Insert New Code Section:

319.11 Location. Mobile food vehicles shall not be located within 20 feet (6096 mm) of buildings, tents, canopies or membrane structures.

- E. Insert New Code Section: IFC 503.1.4 Insert the following language:

503.1.4 Outdoor Venue Access. A 10 ft. wide emergency access road designed to support 36,000 lb. weight load shall be provided within 350 feet of all portions of an outdoor venue (e.g. soccer complex, park, skate park, sports fields) to facilitate emergency vehicle access.

Exception: The fire code official is authorized to increase the dimension of 350 feet where emergency access roads cannot be installed because of location on property, topography, waterway, nonnegotiable grades, or other similar conditions, and an approved alternative means of emergency access is provided.

- F. Delete Code Section: IFC 505.1 Replace with the following language:

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers

shall be black or white and shall contrast with their background. Where required by the fire code official, address numbers shall be provided in greater dimension or additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 505.1
Minimum Height and Stroke Width

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

G. Modify Code Section: IFC 508.1 Replace with the following language:

508.1 General. Where required by other sections of this code, Table 508.1, and in all buildings classified as high-rise buildings by the International Building Code, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.6.

H. Add Code Section: IFC Table 508.1 Add the following language:

Table 508.1 Fire Command Center Thresholds

Occupancy	Threshold Requiring a Fire Command Center
Group A	1,000 occupants
Group E	100,000 gross square feet
Group F	200,000 gross square feet
Group H	100,000 gross square feet
Group I-2 or I-3	100,000 gross square feet
Group M	100,000 gross square feet
Group R1	Greater than 200 <i>dwelling units or sleeping units</i>
Group S	200,000 gross square feet

I. Modify Code Section IFC 705.2.4 and replace with and add the following language:

705.2.4 Door Operation. Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be UL listed and of hydraulic type, spring type shall not be allowed.

J. Insert New Code Section: IFC 901.4.6.1.1 (correlation: IBC 902.1.1.1) Insert the following language:

901.4.6.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the

electrical room may be accessed from the fire riser room.

- K. Insert New Code Section: IFC 901.4.6.5 (correlation IBC 902.1.5) Insert the following language:

901.4.6.5 Temperature Sensors. Provide a low temperature sensor in the fire sprinkler riser room. Low Temperature Sensor shall be monitored to prevent freezing.

- L. Insert New Code Section IFC 903.3.1.1.3 (correlation: IBC 903.3.1.1.3)

903.3.1.1.3 Sprinkler installed under exterior projections. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door and is 12 feet or less in height from the ground regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

- M. Modify Code Section IFC 903.3.1.2 (correlation: IBC 903.3.1.2) and replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18288 mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R. Attics shall be protected throughout with an *automatic sprinkler system* installed in accordance with NFPA 13.

- N. Modify Code Section: IFC 903.2.11.1.3 (correlation: IBC 903.2.11.1.3) and replace with the following language:

903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

- O. Modify Code Section: IFC 903.4.2 (correlation: IBC 903.4.2) Replace with the following language:

903.4.2 Alarms. An approved weatherproof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

- P. Modify Code Section: IFC 1008.3.3 (correlation: IBC 1008.3.3) Replace with the following language:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain more than one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

- Q. Modify Code Section: IFC 1009.2 (correlation: IBC 1009.2) Insert item # 11 with the

following language:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- R. Add Code Section: IFC 1010.1.6.1 (correlation: IBC 1010.1.6.1) Insert the following language:

1010.1.6.1 Frost Protection. Landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

- S. Modify Code Section: IFC 1010.1.9.1 (correlation: IBC 1010.1.9.1) Replace with the following language:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

- T. Insert Code Section: IFC 1013.1.1 (correlation: IBC 1013.1.1) Language:

Exit signs may be required at the discretion of the Building Official to clarify an exit or exit access.

- U. Modify Code Section: IFC 1014.4 (correlation: IBC 1014.4) Insert item # 6 with the following language:

1014.6 Handrails. Handrails within a dwelling unit or serving an individual dwelling unit of groups R-2 and R-3 shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

- V. Add Code Section: IFC 1015.9 (correlation: IBC 1015.9) Insert the following language:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways, and parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

- W. Insert Code Section: IFC 1028.5.1 (correlation: IBC 1028.5.1) Insert the following language:

1028.5.1 Hard Surfaces. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- X. Insert Code Section: IFC 1031.5.3 (correlation: IBC 1030.4.3) Insert the following language:

All window wells shall be provided with approved drainage.

- Y. Insert New Code Section: IFC 1203.7 Insert the following language:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

- Z. Insert New Code Section: IFC 1203.8 Insert the following language:

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs.

Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shutdown are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed to be readily discernible.

AA. Insert New Section 3106.3.1

3106.3.3 Occupancy and means of egress. The number and location of emergency egress and escape routes shall be approved by the fire code official. Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

Occupant Load	Minimum Number of Exits
1 to 500	2
501 to 1,000	3
1,001 or 1,500	4
each additional 500 persons	36 additional inches of exit width

3106.3.4 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914mm) for each 500 persons to be accommodated.

3106.3.5 Signs. Exits shall be identified with signs that read "EXIT". The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height and brush stroke to be immediately visible from 75 feet (22,860mm). The fire code official shall approve placement of the exit signs.

BB. Insert Code Section: IFC 6104.3.3 Insert the following language:

6104.3.3 LP Gas Containers in Group R Occupancies. LP Gas shall not be stored or used inside of a building.

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

SECTION 5. 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.

Passed and approved by the Council on the 13th day of January, 2025.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 2025-03 on the ____ day of January, 2025.

ATTEST:

Jessica Drake, City Clerk

PROPOSED

Agenda Item #15

Discussion and Possible Action:

Ordinance #2025-03 Adopting a Proposed Amendment to the Van Meter City of Ordinances – Adding Chapter 151 Shipping Containers

Submitted for: **Discussion and Possible Action**

Proposed ordinance provided. Nate Steffes, a commercial property owner, at 710 Pleasant Street provided a written comment asking that Council continue to use of storage containers. The property is currently zoned C-1 Downtown Commercial. The current use of the property as a storage facility for construction materials is non-compliant with the permitted uses within the C1 zoning district.

Recommendation: **Approval**

Sample Language: **Motion to make this the first and final reading of Ordinance #2025-03 Adopting a Proposed Amendment to the Van Meter City of Ordinances – Adding Chapter 151 Shipping Containers, waving the requirement for subsequent readings and moving to approval and adoption of said Ordinance directing the City Clerk to cause said Ordinance to be published in the newspaper of record for the City.**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

ORDINANCE NO. 2025-03

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY VAN METER, IOWA, BY ADDING A CHAPTER CONCERNING THE PLACEMENT OF SHIPPING CONTAINERS ON PROPERTY WITHIN THE CITY OF VAN METER, IOWA

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

SECTION 1. The Code of Ordinances of the City of Van Meter, Iowa, as amended, by adding the following new Chapter 51 to the Code of Ordinances:

CHAPTER 51
SHIPPING CONTAINERS

51.01 DEFINITION. "Shipping Container" is defined as a reusable, rigid, metal box used to transport freight or goods on a truck, railroad, railcar, or ship. Such a container is used to move products and raw materials between locations or countries. Standard shipping containers are usually eight feet wide and 8.6 feet high with twenty and forty-foot lengths being the most common. Such a container might be placed on private property and used for the storage of items.

51.02 RESIDENTIAL PROPERTY. The use of a Shipping Container on property used for residential purposes is prohibited.

51.03 COMMERCIAL PROPERTY. The use of a Shipping Container on property used for commercial purposes is prohibited with the exception of the existing Shipping Container located on real estate, currently known as Parcel 1522352002, owned by the City of Van Meter.

51.04 INDUSTRIAL PROPERTY.

1. The use of a Shipping Container is permissible on an industrial/manufacturing property, provided the Shipping Container is not stored in any driving lane, in any public right-of-way (including streets, sidewalks, and parking), in a public utility easement, in a fire lane, in front of the property, or in any area visible from a public street.
2. The placement of a Shipping Container on an industrial/manufacturing property will require a building permit.
3. Shipping Containers may not be stacked on top of one another and stacking other materials on top of or around any Shipping Container is prohibited.

51.05 GOOD REPAIR.

1. Shipping Containers must be kept in good repair and be secured against unauthorized entry and comply with any state and local health regulations.
2. A Shipping Container is not in a state of good repair when it is incapable of being moved intact, contains holes in the container due to damage or rust, cannot be secured against unauthorized entry, or has become infested with vermin, insects, or other pests.

3. A Shipping Container that has deteriorated and is no longer in a state of good repair must be removed immediately from the property and from the City.

51.06 RESIDENTIAL USE. A Shipping Container may not be used as a dwelling or living quarters; and may not be used for camping, cooking, or recreational purposes.

51.07 COMPLIANCE. A Shipping Container existing on any property in the City on the effective date of this Ordinance shall either be removed from the property or brought into compliance with the provisions of this Chapter within ninety (90) days of the Ordinance's effective date with the exception of the Shipping Container currently placed on real estate, currently known as 1522352002, owned by the City of Van Meter.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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

SECTION 4. When Effective. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Council on the 13th day of January, 2025.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 2025-03 on the ____ day of January, 2025.

ATTEST:

Jessica Drake, City Clerk

165.14 C-1 DOWNTOWN COMMERCIAL DISTRICT.

1. Intent. The Downtown Commercial District is intended for the conduct of general business to which the public requires direct and frequent access. The regulations set forth in this section are meant to achieve the following purposes:

A. To protect commercial development against the establishment of uses which would create hazards, dust, odors, smoke or other objectionable influences or heavy trucking traffic.

B. To provide appropriate space for strengthening the economic base of the community.

C. To conserve the value of existing commercial buildings.

D. To encourage pedestrian movement in a developed downtown.

E. To encourage minimum development standards that will aid to unify the appearance of the district.

2. Applicability. The standards identified in this chapter shall apply in the following circumstances, and are subject to the site plan submittal and review procedure as identified in Chapter 167.04 of the Municipal Code:

A. New construction of a building(s);

B. Reconstruction of a building(s);

C. Addition and/or expansion to an existing building by 20% or more of the gross area of the existing building;

D. Remodeling of a building when the building permit value is \$25,000 or more. The value is for collective value of improvements and/or development and shall not be circumvented by applying for multiple permits under the established value.

E. The change of surface material type of an off-street parking area, including a material overlay process(es) and/or the expansion of a parking area, of any surface type, by more than 20% of the existing surface lot area.

3. Permitted Uses.

A. Private clubs, lodges, or veterans' organizations.

B. Hospitals, clinics, nursing, and convalescent homes.

C. Any retail business or service establishment, including but not limited to the following:

(1) Animal hospitals, veterinary clinics.

(2) Bank, savings, and loan associations.

(3) Barber shop or beauty parlor.

(4) Clothing, sporting goods store.

(5) Drugstore.

(6) Florist shop.

(7) Furniture, appliance store and repair. Grocery store or supermarket.

(8) Hardware store, plumbing and heating.

(9) Jewelry store.

(10) Laundries and laundrettes.

(11) Office building, business and professional.

(12) Photographic studio, camera shop.

(13) Printing shop.

(14) Restaurant, drive-in restaurant.

(15) Tavern and night club, provided that it is not within three hundred (300) feet of an "R" district; church, school, or convalescent home.

D. Mixed use structure, commercial and residential where the residential use is secondary to the commercial use and where the residential use that is located on the ground floor is less than 40% of the ground floor area and is not located on the primary street façade of the ground floor. No residential occupancy shall be permitted until the commercial use of a lot within this district is complete and a certificate of occupancy is issued.

E. Any and all uses permitted under "C-0" classification.

F. An exception is allowed in this district to Section 165.04(8) of the Municipal Code, Number of Uses on One Lot. More than one principal use is allowable on one lot.

4. Accessory Uses.

A. Any and all accessory uses permitted under the “R-3” classification.

5. Signs.

A. No exterior attached sign may project over any street line or extend more than six (6) feet over any building line, whether attached thereto or to any other structure. In no case shall any sign project more than or eighteen (18) inches from the building wall and must be at least seven (7) feet above grade.

B. The total area of all signs pertaining to the use of or business conducted in any building shall be no greater than fifteen (15) percent of the wall area on which they are located.

C. Indirectly illuminated signs shall be illuminated by artificial light reflecting from the sign face and the light source shall not be visible from any street right-of-way.

D. Internally illuminated signs shall not be moving, rotating, flashing or strobe.

E. Message center signs can display a message in a stop position for a minimum of 5 seconds and then display then next message. The message cannot rotate, flash, strobe or scroll. The message center component shall not exceed 20% of the total sign area.

F. Where the lot adjoins an “R” district, the exterior sign shall be attached flat against the building and shall not face the side of the adjacent lot located in the “R” district; however, this does not apply to the side of the building which is opposite that side adjoining the “R” district.

G. A sign, free-standing, or ground (a sign which is supported by one or more uprights or braces in or upon the ground and not attached to any building or wall) shall not exceed thirty-two (32) square feet in area on each side and shall have a setback of fifteen (15) feet from the property line.

H. Signs Types – Prohibited.

(1) The following sign types shall not be permitted:

- a. Pole signs
- b. Above peak roof signs
- c. Off-premise signs

6. Area Regulations.

A. Lot Area. The minimum lot area shall be the same as that in the “R-3” classification for dwelling units; there is no minimum requirement for any other building. There shall be no minimum lot area for a mixed use, commercial and residential development.

B. Lot Width. There shall be no minimum lot width required.

C. Yard Width.

(1) The minimum front yard depth shall be twenty-five (25) feet, except as described below where the minimum setback shall be reduced to no less than the front yard depth of adjacent C-1 zoned properties.

- a. Area One. Properties with frontage on Wilson Street located between Main Street and Grant Street.
- b. Area Two. Properties with frontage on Grant Street between Wilson Street and West Street.

(2) The minimum rear yard depth shall be twenty-five (25) feet, except as described below where the minimum setback shall be reduced to no less than the rear yard depth of adjacent C-1 zoned properties.

- a. Area One. Properties with frontage on Wilson Street located between Main Street and Grant Street.
- b. Area Two. Properties with frontage on Grant Street between Wilson Street and West Street.

(3) For each one (1) foot that the front yard is increased over twenty-five (25) feet, the rear yard may be decreased proportionately, except that where the rear yard adjoins the side lot line of a lot in an “R” district, there shall be a minimum rear yard of ten (10) feet adjacent to said side lot line.

(4) The side yard required for residential uses shall be the same as that for the “R-3” classification. There shall be no minimum requirement for any permitted uses, except when adjoining any “R-1,” “R-2,” “R3” district, or street right-of-way, in which case it shall be fifteen (15) feet.

D. Building Height. The maximum height shall be three (3) stories, or forty-five (45) feet.

7. Off-Street Parking and Loading Requirements.

A. Parking lots should be effectively landscaped with trees and shrubs to reduce the visual impact of glare from headlights and parking lot lights and the view from public right-of-way and adjoining properties.

B. The parking space requirements listed in Section 165.34 and 165.35 Off-Street Loading and Off-Street Parking regulation in the City of Van Meter Zoning Ordinance shall be incorporated except for as follows:

(1) Properties south of Grant Street with frontage on Wilson, West, or Grant shall have no off-street parking minimum standards.

(2) Properties north of Grant Street with frontage on Wilson, West or Grant shall provide off-street parking at the minimum standard required to provide sufficient staff parking for the proposed business use as recommended by the City Engineer through a review of the proposed site plan.

(3) All mixed-use structures containing residential uses shall provide a minimum of one (1) off-street parking stall for each residential unit.

(4) Off-street parking requirements can be satisfied via shared parking agreements should off-street parking requirements be impossible to meet on the proposed lot. In such instances, shared parking agreements must be included with site plan submittals and shall be drafted in such a way that they run with the land.

C. Required parking spaces shall have a minimum size of nine (9) feet wide by eighteen (18) feet long exclusive of access drives, aisles, or ramps. The length of parking stalls may be reduced to sixteen and one-half (16 ½) feet including wheel stops if an additional one and one-half (1 ½) feet is provided for the overhang of wheels.

D. Parking spaces shall be oriented so that no vehicle is required to back directly into a street right-of-way.

E. All exterior parking light structures shall be designed in conjunction with the overall architectural theme of the project. Parking areas shall be designed to minimize headlights shining into residential properties.

F. Uses which predominately occur during different times may share parking if it can be demonstrated that collectively the minimum number of parking spaces is provided at all times.

G. Parking lots shall be located in the rear of all commercial uses or on the side. Parking located on the side is allowable in accordance with the following:

(1) The parking must not extend into the required front yard setback.

(2) A single parking aisle with parking on one side, which is adjacent to the building, and meets the minimum dimension of the City's parking space requirements, is allowable.

H. Parking areas shall be set back 5 feet from the property line and shall be landscaped with vegetation and or turf. This requirement can be waived where parking lots adjoin and have cross access agreements/easements.

8. General Provisions.

A. Chain link fences shall not be allowed. Fences shall not exceed 4-feet in height when located in the front yard setback and may not exceed 6-feet in height when located in the side or rear side yard.

B. Paving shall not be allowed over or through the City-owned right-of-way in front of any commercial use, except for driveways providing access to an approved parking lot.

C. Minimum off-street parking requirements must be contained entirely outside of the public right-of-way.

D. All regular business must take place inside a structure, except for authorized outdoor dining or an authorized special/seasonal event permit.

E. Multiple buildings are allowed on one zoning lot.

F. Exterior storage of goods and equipment is not permitted.

G. Only one driveway approach shall be permitted on each street frontage, of each premise. At locations where driveways are not shared with an adjoining property each driveway shall be placed in such a way as to not impede the visual clearance to access the public street.

H. Service bays and drives, trash receptacles and dumpster areas shall be oriented in such a way that in the process of loading or unloading, no vehicle will block the passage of other vehicles on the service drive or extend into any other public or private street.

I. A five feet wide as constructed or designated, accessible, pedestrian route shall be installed on each property to connect each building's primary access door with the public sidewalk located in the public street right-of-way. An accessible route may be designated with painted markings on parking lot pavement.

9. Design Guidelines.

A. All attached or detached garages shall be placed towards the rear of a building except on a corner, where the side may also be allowed. These can be accessed via privately controlled lanes and alleyways.

B. One story commercial buildings shall be constructed to appear of greater height in relation to the street. This can be achieved through the use of pitched roofs with dormers or gables facing the street, a higher parapet, and/or the use of an intermediate cornice line to separate the ground floor and the upper level.

C. Driveway locations shall be spaced such that they are at least 5 feet from any adjacent driveway.

D. Shared driveways are allowed.

E. Accessory structures shall not be placed in such a manner that they extend in front of the rear building line of the primary structure.

10. Architectural Standards.

A. The front façade, or any façade that directly abuts a public right-of-way including a street side yard of any building shall be at least fifty (50) percent brick or masonry stone.

B. All sides of buildings visible from the public right-of-way shall be architecturally treated to produce an aesthetically pleasing façade that is compatible with surrounding buildings and cohesive as development block. Exterior materials of commercial quality shall include brick, stone masonry, stucco like exterior systems, pre-cast concrete wall panels, or other like material. Painted concrete block or flat poured concrete walls are not allowed unless the blocks include an architectural finish and an articulated pattern that varies the block sizes, horizontal face alignment, and/or the coursing and vertical joints.

C. Exterior building walls may also be constructed of wood, fiber cement board, architectural concrete masonry units that contain variances in texture and/or integral color, vinyl, aluminum, or steel lap siding, or corrugated metal only when at least seventy-five (75) percent of the street façade is constructed of approved masonry. In cases where the structure is viewable from a public right-of-way or space the structure shall utilize the above materials on all building elevations. Smooth face concrete masonry units shall not be allowed.

D. All rooftop mechanicals must be placed or screened in such a way that they are not visible from any public street, alleyway, or park. Rooflines should have the appearance of a flat structure. In instances where a peaked or gable roof is existing and will not be modified structurally, design elements shall be designed such that the roof appears to be flat and screened in such a way that the peak of the structure is not visible. This regulation shall apply to property as follows:

(1) Properties with frontage on Grant Street, Wilson Street and West Street.

E. The front façade and street side façade of any new non-residential building shall be comprised of at least fifty (50) percent windows and doors at the ground level.

F. Accessory structures shall be constructed of similar and/or complimentary materials as the primary structure and shall be required to be comprised of at least twenty-five (25) percent windows and doors at the ground level.

G. Accessory structures that are not open for business to the public are exempt from the window and door requirements of Subparagraph E above provided they are placed between the rear of the primary building and rear yard setback and are not visible from the public street. The structure is subject to compliance with Subparagraph B above.

H. All structures must be constructed on permanent foundations and may not be placed in a temporary manner.

11. Curbs and Curb Cuts. The number of curb cuts for any development shall be minimized to the greatest extent possible to provide for controlled ingress and egress.

A. All curbs shall be vertical curbs. No curb cut shall be greater than twenty-five (25) feet at the property line and thirty-five (35) feet at the curb line in accordance with the established City standards.

B. No curb cut for freight lanes shall be greater than thirty-five (35) feet at the property line and forty-five (45) feet at the curb line, unless an alternative curb cut width is approved by the Planning and Zoning Commission.

12. General Landscaping and Buffering Requirements.

A. No certificate of use shall be authorized unless all landscaping requirements are met. Existing, healthy plant material on site may be used as a credit towards fulfilling the landscaping requirements specified in this section.

B. Landscaping requirements are minimum standards and applicable to areas used for the parking of one or more vehicles to traverse back and forth to parking spaces, service bays, and loading/unloading areas. The landscaping requirements shall provide effective buffering of all vehicular use areas, including service bays, from neighboring buildings and from street view and shall serve to guide traffic.

C. Walls, fences, or other artificial screens to be used as buffers shall be shown in elevation and prospective. Proposed height and structural material to be used shall be clearly indicated on the site plan.

D. Landscape vegetation shall consist of species compatible with conditions in central Iowa.

E. Minimum requirements, trees:

(1) Two (2) trees or two (2) trees per three thousand (3,000) square feet of required open space, or

(2) Fifty (50) percent of the required trees maybe two (2) inch caliper and the remaining required trees may be eight (8) feet to ten (10) feet in height and one and one-half (1.5') inch caliper.

(3) The trees shall be balled or burlap stock.

(4) The minimum height for evergreens shall be six (6) feet and may be counted as 2-inch caliper for requirements.

(5) The trees must live for at least twelve (12) months after planting or be replaced by the landowner.

F. Minimum requirements, shrubs:

(1) One shrub shall be planted for every one-thousand (1,000) square feet of open space, but no less than three shrubs per lot.

G. Interior lot landscaping shall be provided by landscaped islands or medians within the vehicular area and shall be used to guide traffic and separate pedestrian walkways from vehicular traffic. One such landscaped island or median shall be placed for every twelve (12) parking spaces and shall be a minimum of sixty (60) square feet in area. Landscaped islands may be grouped or combined to meet interior landscape requirements provided the total square footage of any single grouping does not exceed one hundred-twenty (120) square feet.

(1) The use of ornamental shrubs and coniferous trees shall be encouraged.

(2) The ground cover of the island shall consist of grass and/or shrubs, excluding paving.

H. A landscape barrier shall be located between the common lot line and the service bay, loading, or unloading area, off-street parking, or other vehicular use area. The barrier shall be a minimum of six (6) feet in height consisting of a natural material such as ornamental fence, an earth berm or an opaque hedge or any combination thereof.

I. At a minimum, one tree shall be provided every twenty-five (25) linear feet. Such trees shall be located or grouped between the common lot line and the service bay, loading, or unloading area, off-street parking, or other vehicular use area.

J. The provisions of the subsection shall not apply when the proposed perimeter abuts an existing wall or durable landscape barrier on an abutting property, provided the barrier meets all applicable standards set out in this ordinance.

K. The perimeter(s) of the lot adjacent to public rights-of-way, shall include a strip of land of at least ten (10) feet in depth located between the right-of-way and the off-street parking or other vehicular use area(s), and shall be landscaped as follows:

(1) One (1) tree for every twenty-five (25) feet, or fraction thereof of lineal frontage. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area.

(2) The vegetation is not required to be planted in a singular row and may be placed in a designed arrangement provided the full total of required shrubs is placed within the planting strip.

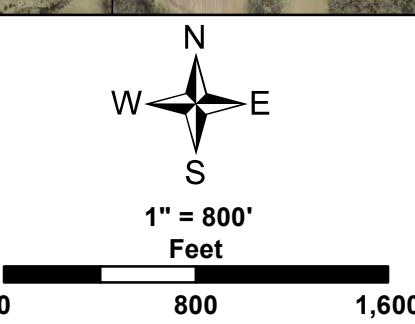
(3) A hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of non-living material, one (1) shrub shall be planted every ten (10) feet and abutting the barrier.

(4) The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving.

(5) Ground cover plants shall form a solid mat or cover over the ground within a twelve (12) month period. Sod shall be employed when grass is used as a ground cover in Zone 1. Non-living material shall not be used as the primary ground cover device but may be used in conjunction with living plant material to develop an ornamental landscaping effect.

(6) Non-living materials such as rocks, pebbles, sand, wood mulch or wood chips shall be placed at a minimum depth of three (3) inches and shall be used in conjunction with an appropriate landscape weed control fabric.

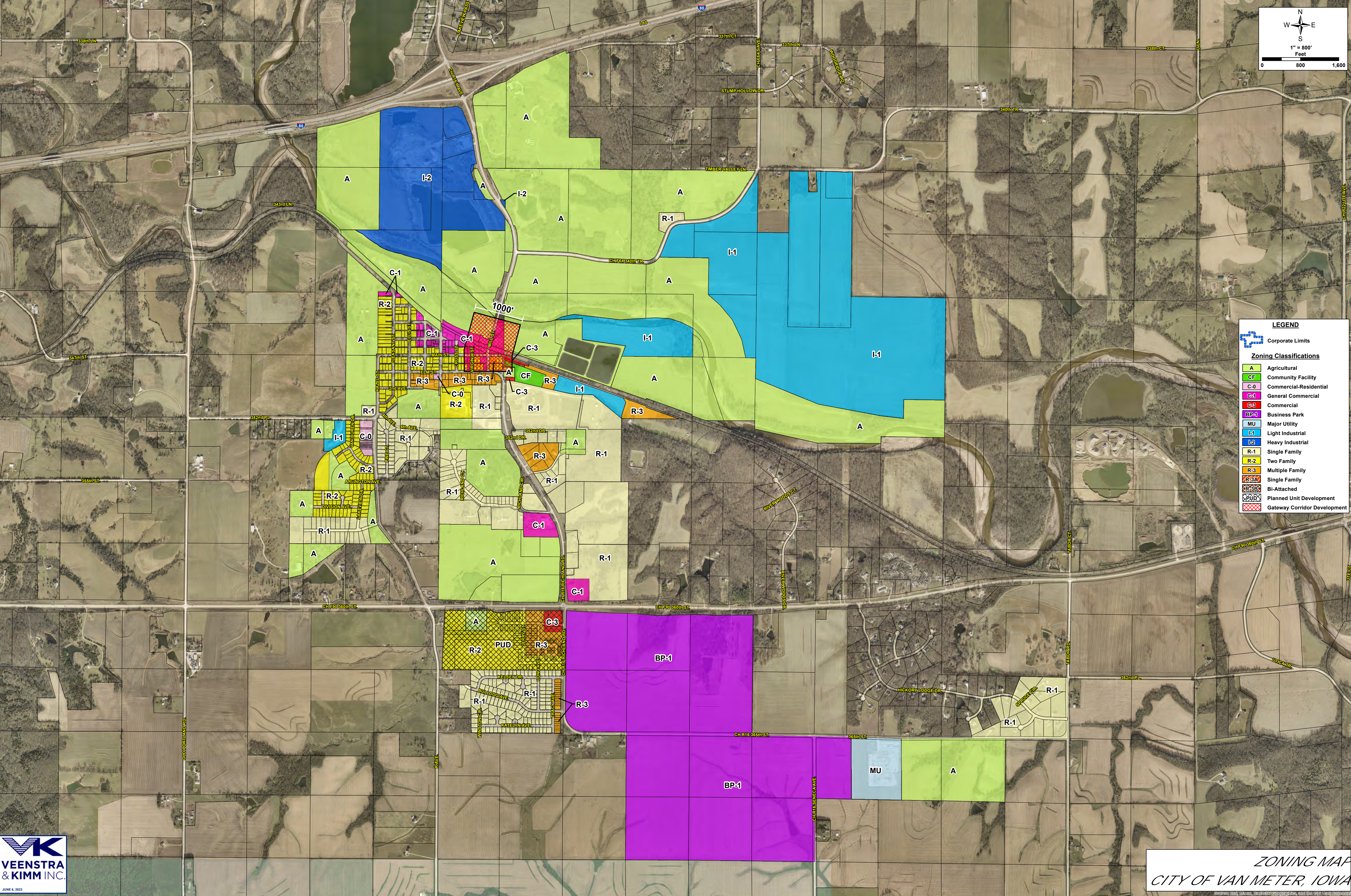
(Section 165.14 – Ord. 2021-07 – Mar. 21 Supp.)



LEGEND	
	Corporate Limits
Zoning Classifications	
	Agricultural
	Community Facility
	Commercial-Residential
	General Commercial
	Commercial
	Business Park
	Major Utility
	Light Industrial
	Heavy Industrial
	Single Family
	Two Family
	Multiple Family
	Single Family
	Bi-Attached
	Planned Unit Development
	Gateway Corridor Development



ZONING MAP
CITY OF VAN METER, IOWA



Added - January 13, 2025

From: [Elizabeth \(Liz\) Faust](#)
To: nate@grioutdoors.com
Cc: [Joe Herman](#); [Jess Drake](#); [Michael Brown](#)
Subject: FW: VM Shipping Containers and Virginia Street
Date: Friday, January 3, 2025 12:51:39 PM
Attachments: [image.png](#)
[image.png](#)

Nate,

Larain forwarded your message for response.

1. You are welcome to attend the meeting to make your comments. I will also provide council your statement.
2. We don't have official plans for Grant and Virginia St. We are in the preliminary stages of design. I added Mayor Herman to the email. He is very involved with the potential project to improve the flow of downtown traffic for now and the future. I appreciate your willingness to consider a proposal for the lease agreement. It is an important step in making the improvements.
3. The street in question is an extension of Grand. It is maintained (minimally) by the City unlike alleyways. I don't believe that there are "no parking" signs posted there. However, it is unacceptable for someone to park on a City street for more than 48 hours without moving. There should not be anything on a City street that obstructs the ability to safely travel upon it. I know that Chief Brown is working with you about Harkins being parked along there. I will let him handle it. However, if he is parking on your leased property, you need to work it out with them because it is a civil dispute. I believe Chief Brown explained your recourse to that is having it towed. I would encourage you to discuss it Chief Brown if you need more information though.

Let me know if I can be of further assistance.

[Liz Faust](#)

City of Van Meter | City Administrator

515-996-2644 (o) | 515-669-6396 (c)

lfaust@vanmeteria.gov

MAIL TO: P.O. Box 160, Van Meter, Iowa 50261

HOURS FOR CITY HALL:

Monday – Thursday 8:00am – 5:00pm

Friday 8:00am – 1:00pm, appointments by request

From: Larain Climer <lclimer@vanmeteria.gov>

Sent: Thursday, January 2, 2025 3:23 PM

To: Jess Drake <jdrake@vanmeteria.gov>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>

Subject: FW: VM Shipping Containers and Viginia Street

From: Nate Steffes <nate@grioutdoors.com>

Sent: Thursday, January 2, 2025 3:20 PM

To: Larain Climer <lclimer@vanmeteria.gov>

Subject: VM Shipping Containers and Viginia Street

Larain,

Thanks for taking my call; as discussed:

1. Item #18 on the city council agenda; I am a commercial property owner and utilize shipping containers for storage. I would like to keep these in place behind the building. These match the building color and are neatly kept but also remain not visible from the city street. 710 Pleasant Street. I would like the counsel to continue to allow this use of a storage container behind the building, rear of the commercial parcel.
 2. Could you share any plans for the Grant and Virginia street conceptual plan. I currently lease this and am open to working with the city to leave this lease agreement. I would like to utilize the lease to keep the Grant and West street parcel, which I would fence for similar ag/commercial storage.
 3. Is the city considering Grant street between west/wilson a street or Alley. I ask as I would like to clarify parking requirements along Grant "STREET".
- 1: picture of 710 pleasant street (containers in rear)



2. Leased green space I would like to utilize if city wants Vigna/Grant street lease



Thanks,

Nate Steffes
712.210.4767

Agenda Item #16a

Discussion and Possible Action:

Tax Abatement Application – 605 Elm Street

Submitted for: **Discussion and Possible Action**

Tax abatement application received for 605 Elm Street.

Existing Residential Improvements - Tax Abatement

Year 1 – 100%

Year 2 – 100%

Year 3 – 100%

Year 4 – 75%

Year 5 – 50%

As a reminder, the City Council approved qualifying improvements to be eligible for tax abatements on existing residential properties. The County will make the ultimate determination upon inspection of the property to determine if the improvements qualify and if so, what the valuation of the improvements are that would be eligible for abatement.

Recommendation: Approval

Sample Language: Motion to approve the tax abatement application for existing residential improvements at 605 Elm Street.

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Tax Abatement Application

The City of Van Meter offers tax abatement in certain circumstances. Please contact info@vanmeteria.gov to determine eligibility. Tax abatement is NOT offered on any new construction except for certain properties in Hickory Lodge Plats 4 and 5. Exemption schedule is attached. The property owner must apply to the City for an exemption by February 1st of the assessment year for which the exemption is first claimed.

Application Date: 12/18/24

Address of Property: 605 Elm Street

The following are persons having an interest in the above-mentioned property:

Recorded Owner/s: Dan Cornelison

Mailing Address: 26819 - 360th St, Van Meter, IA 50261

Contract Purchaser/s: N/A

Mailing Address: N/A

Lessee/s: N/A

Mailing Address: N/A

Existing Property Use: Residential Commercial Industrial Vacant


Proposed Property Use: Residential

Nature of Improvements: New Construction Addition General Improvements

Description of Improvements: Complete rehab of interior (garage) - 24x24 building in Jan 2025 w/ paved driveway
new electrical, plumbing, HVAC
drywall, trim, doors, windows, flooring
siding, porch, deck

Estimated or Actual Date of Completion: April 1, 2025 (all but paving done by 2/1/25)

Estimated or Actual Cost of Improvements: \$250,000 + property purchase


Applicant Signature

PROJECT ADDRESS: _____ **Date:** _____

Contractor: _____ Phone: _____ State Lic. No. _____

Address: _____ City/State/Zip: _____ State Lic. No. _____

Commercial Residential Contractor E-mail Address: _____

NOT FLAT RATED

Building/Home Owner Name: _____ Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →

MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe:	
	Temp Pole		
	Circuits		
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

The City of Van Meter requires building permits for building erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, as well as for mechanical, and all plumbing work. This would include most remodeling projects – as well as new construction. Visit www.vanmeteria.gov obtain a building permit application form – the application is filed at City Hall. Upon approval of permit, the applicant will be notified of the appropriate fee based upon the type of construction, size and other variables.
Send permit applications to: info@vanmeteria.gov

Questions concerning scheduling, inspection requirements and this application should be directed to Veenstra & Kimm at **(515) 850-2980** or email buildinginspection@v-k.net.
24 hrs notice is required for scheduling inspections.

TOTAL \$

X Dawn Hancock Date: _____ X Chris Campbell Date: 6-18-24

Owner/Applicant Approved By

RESIDENTIAL PERMIT TYPE: New Construction Renovation Garage Shed Deck Pool Other

COMMERCIAL/INDUSTRIAL PERMIT TYPE: New Construction Renovation Other

ATTACH SITE PLAN, DRAWINGS AND/OR BUILDING PLANS

JOB SITE INFORMATION	BUILDING SQUARE FOOTAGE
----------------------	-------------------------

Project Address: 605 Elm Street

Applicant Name: Dan Cornelison

Application Date: 10/29/2024

Plat #: _____ Lot #: _____

Development Name: _____

Commercial Industrial Public

Single Family Two Family Multit-Family

Property in a flood plain? Yes No Minimum Elevation MPE

Level 1 _____ Pool Size _____

Level 2 _____ Deck Size _____

Basement Finished _____ Garage 26X24

Basement Unfinished _____ Shed _____

DESCRIPTION OF PROJECT

\$26,000 metal sided and metal roofed garage. See [PDF building plans preferred](#)

Property Owner

Name: Dan Cornelison

Address: 26819 - 360th Street

City: Van Meter State: IA Zip Code: 50261

Email: cornelisond@gmail.com Phone: (515) 480-7857

PERMIT FEES (to be completed by V&K)

PROJECT VALUATION	Building	\$	313.00
	Trades	\$	_____
	Approach	\$	_____
	Sewer Connection	\$	_____
	Water Connection & Excise Tax	\$	_____
	Total Permit Fee	\$	313.00

Contractor

Name: Cleary Buildings

Address: 901 Guthrie St

City: DeSoto State: IA Zip Code: 50069

Email: epeterson@clearybuilding.com Phone: (515) 834-2372

ADDITIONAL ACKNOWLEDGEMENTS

- Except as provided by law, where any work has been started prior to obtaining this permit, the regular fee should be doubled.
- This permit shall expire if work has not commenced or has been abandoned for 120 days.
- ALL WORK MUST BE INSPECTED. It is the responsibility of the permittee to call for inspections. No work shall be concealed or covered until approved by the inspector.
- The permittee acknowledges that they are proficient in the performance of the work covered by this permit.
- Complete the application and submit all required documentation (including PDF plans) to the City of Van Meter at permits@vanmeteria.gov. Work may only commence upon receipt of an approved permit and payment of the permit fee to the City of Van Meter.

Architect-Engineer

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Sub-Contractors

Electrical Contractor Name: _____ Phone: _____

State License #: _____

Plumbing Contractor Name: _____ Phone: _____

State License #: _____

Mechanical Contractor Name: _____ Phone: _____

State License #: _____

OWNER OR AGENT SIGNATURE

Dan Cornelison Digitally signed by Dan Cornelison
Date: 2024.11.13 13:52:59 -06'00' Date: 11/13/24

WHEN APPROVED BELOW, THIS BECOMES A VALID PERMIT

Issued By: Chris Campbell Date: 11-14-24
Building Official

Please contact Veenstra & Kimm with any questions or to schedule an inspection. A 24 hour notice is required prior to an inspection request.

Email: BuildingInspection@v-k.net Phone: 515-850-2980

Payment Received Date: 12/18/2024 Amount: \$313

PROJECT ADDRESS: _____ **Date:** _____

Contractor: _____ Phone: _____ State Lic. No. _____

Address: _____ City/State/Zip: _____ State Lic. No. _____

Commercial Residential Contractor E-mail Address: _____

NOT FLAT RATED

Building/Home Owner Name: _____ Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →

MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe:	
	Temp Pole		
	Circuits		
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

The City of Van Meter requires building permits for building erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, as well as for mechanical, and all plumbing work. This would include most remodeling projects – as well as new construction. Visit www.vanmeteria.gov obtain a building permit application form – the application is filed at City Hall. Upon approval of permit, the applicant will be notified of the appropriate fee based upon the type of construction, size and other variables.
Send permit applications to: info@vanmeteria.gov

Questions concerning scheduling, inspection requirements and this application should be directed to Veenstra & Kimm at **(515) 850-2980** or email buildinginspection@v-k.net.
24 hrs notice is required for scheduling inspections.

TOTAL \$

X Dawn Hancock Date: _____ X Chris Campbell Date: 6-17-24

Owner/Applicant Approved By

310 MILL STREET, PO BOX 160, VAN METER, IA 50261 | Ph: 515-996-2644

TYPE OF PERMIT: Building Shed Deck Pool Other

ATTACH SITE PLAN, DRAWINGS, AND/OR BUILDING PLANS

JOB SITE		BUILDING SQUARE FOOTAGE	
ADDRESS: <u>605 Elm Street</u>		Level 1 <u>1824 total</u>	Pool Size _____
NAME: <u>Dan Cornelison</u>		Level 2 _____	Deck sqf _____
DATE: <u>June 14, 2024</u>		Finished _____	Garage/Shed _____
Unfinished _____			
PLAT# <u>27-78-27</u> LOT# <u>Lot 5 Block 7</u>		DESCRIPTION OF PROJECT:	
DEVELOPMENT NAME: <u>Old House</u>		Complete Rehab. Whole house new electircal and plumbing. SFD Reno - 1824 sq. ft. @ \$23.20 PDF building plans preferred	
<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input checked="" type="checkbox"/> One Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi. _____			
Property is in a Flood Pain <input type="checkbox"/> Yes <input type="checkbox"/> No Minimum Elevation MPE _____		PERMIT FEES	
Owner	Name <u>Dan Cornelison</u> Email <u>cornelisond@gmail.com</u>	Building	\$ <u>514.00</u>
	Address <u>26819 360th St</u> Fax No. _____	Trades	\$ _____
	City <u>Van Meter</u> Telephone No. <u>5154807857</u>	Approach	\$ _____
	State/Zip <u>IA 50261</u> Cell No. <u>5154807857</u>	Water Connect	\$ _____
Contractor	Name <u>Dan Cornelison</u> Email <u>cornelisond@gmail.com</u>	Sewer Connect	\$ _____
	Address <u>26819 360th St</u> Fax No. _____	PROJECT VALUATION	
	City <u>Van Meter</u> Telephone No. <u>5154807857</u>	TOTAL	\$ <u>514.00</u>
	State/Zip <u>IA 50261</u> Cell No. <u>51548707857</u>	PERMIT FEE	\$ <u>514.00</u>
Architect-Engineer	Name _____ Email _____	ADDITIONAL ACKNOWLEDGEMENTS	
	Address _____ Fax No. _____	<ul style="list-style-type: none"> Except as provided by law, where any work has been started prior to obtaining this permit, the regular fee shall be doubled. This permit shall expire if work has not commenced or has been abandoned for 120 days. ALL WORK MUST BE INSPECTED. It is the responsibility of the permittee to call for inspections. No work shall be concealed or covered until approved by the inspector. The permittee acknowledges they are proficient in the performance of the work covered by this permit. Fill out this application and submit with PDF plans to City Hall permits@vanmeteria.gov 	
	City _____ Telephone No. _____		
	State/Zip _____ Cell No. _____		
OWNER OR AGENT			
Sub-Contractors	Company Name: <u>Steve Edwards</u> Phone: <u>515 318 2611</u>	X DATE: <u>6/19/24</u>	
	Company Name: <u>Petticord Professional Service</u> Phone: _____	To schedule an inspection, or have any questions please call Veenstra & Kimm at 515-850-2980. Email: BuildingInspection@v-k.net	
	Company Name: <u>Schall (Electric and plumbing)</u> Phone: <u>515 2883631</u>	A 24 hour inspection notice is needed. <input type="checkbox"/> Payment Received Date: _____ Amount: \$ _____	
		WHEN APPROVED BELOW, THIS BECOMES YOUR PERMIT	
		ISSUED BY: <u>Chris Campbell</u> DATE: <u>6-24-24</u> BUILDING OFFICIAL	

PROJECT ADDRESS: _____ **Date:** _____

Contractor: _____ Phone: _____ State Lic. No. _____

Address: _____ City/State/Zip: _____ State Lic. No. _____

Commercial Residential Contractor E-mail Address: _____

NOT FLAT RATED

Building/Home Owner Name: _____ Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →

MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe:	
	Temp Pole		
	Circuits		
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

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24 hrs notice is required for scheduling inspections.

TOTAL \$

X Dawn Hancock Date: _____ X Chris Campbell Date: 6-18-24
Owner/Applicant Approved By

RESIDENTIAL PERMIT TYPE: New Construction Renovation Garage Shed Deck Pool Other

COMMERCIAL/INDUSTRIAL PERMIT TYPE: New Construction Renovation Other

ATTACH SITE PLAN, DRAWINGS AND/OR BUILDING PLANS

JOB SITE INFORMATION **BUILDING SQUARE FOOTAGE**

Project Address: 605 Elm Street

Applicant Name: Dan Cornelison

Application Date: 10/29/2024

Plat #: _____ Lot #: _____

Development Name: _____

Commercial Industrial Public

Single Family Two Family Multit-Family

Property in a flood plain? Yes No Minimum Elevation MPE

Level 1 _____ Pool Size _____

Level 2 _____ Deck Size _____

Basement Finished _____ Garage 26X24

Basement Unfinished _____ Shed _____

DESCRIPTION OF PROJECT

\$26,000 metal sided and metal roofed garage. See [PDF building plans preferred](#)

Property Owner

Name: Dan Cornelison

Address: 26819 - 360th Street

City: Van Meter State: IA Zip Code: 50261

Email: cornelisond@gmail.com Phone: (515) 480-7857

PERMIT FEES (to be completed by V&K)

PROJECT VALUATION	Building
\$ <u>21,840</u>	\$ <u>313.00</u>
	Trades \$ _____
	Approach \$ _____
	Sewer Connection \$ _____
	Water Connection & Excise Tax \$ _____
	Total Permit Fee \$ <u>313.00</u>

Contractor

Name: Cleary Buildings

Address: 901 Guthrie St

City: DeSoto State: IA Zip Code: 50069

Email: epeterson@clearybuilding.com Phone: (515) 834-2372

ADDITIONAL ACKNOWLEDGEMENTS

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Architect-Engineer

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Sub-Contractors

Electrical Contractor Name: _____ Phone: _____
 State License #: _____

Plumbing Contractor Name: _____ Phone: _____
 State License #: _____

Mechanical Contractor Name: _____ Phone: _____
 State License #: _____

OWNER OR AGENT SIGNATURE

Dan Cornelison Digitally signed by Dan Cornelison
Date: 2024.11.13 13:52:59 -06'00' Date: 11/13/24

WHEN APPROVED BELOW, THIS BECOMES A VALID PERMIT

Issued By: Chris Campbell Date: 11-14-24
Building Official

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 Email: BuildingInspection@v-k.net Phone: 515-850-2980

Payment Received Date: 12/18/2024 Amount: \$313

PROJECT ADDRESS: _____ **Date:** _____

Contractor: _____ Phone: _____ State Lic. No. _____

Address: _____ City/State/Zip: _____ State Lic. No. _____

Commercial Residential Contractor E-mail Address: _____

NOT FLAT RATED

Building/Home Owner Name: _____ Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →

MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe:	
	Temp Pole		
	Circuits		
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

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TOTAL \$

X Dawn Hancock Date: _____ X Chris Campbell Date: 6-17-24

Owner/Applicant Approved By

310 MILL STREET, PO BOX 160, VAN METER, IA 50261 | Ph: 515-996-2644

TYPE OF PERMIT: Building Shed Deck Pool Other

ATTACH SITE PLAN, DRAWINGS, AND/OR BUILDING PLANS

JOB SITE		BUILDING SQUARE FOOTAGE	
ADDRESS: <u>605 Elm Street</u>		Level 1 <u>1824 total</u>	Pool Size _____
NAME: <u>Dan Cornelison</u>		Level 2 _____	Deck sqf _____
DATE: <u>June 14, 2024</u>		Finished _____	Garage/Shed _____
PLAT# <u>27-78-27</u> LOT# <u>Lot 5 Block 7</u>		Unfinished _____	
DEVELOPMENT NAME: <u>Old House</u>		DESCRIPTION OF PROJECT:	
<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input checked="" type="checkbox"/> One Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi. _____		Complete Rehab. Whole house new electircal and plumbing. SFD Reno - 1824 sq. ft. @ \$23.20 <p style="text-align: right; font-size: small;">PDF building plans preferred</p>	
Property is in a Flood Pain <input type="checkbox"/> Yes <input type="checkbox"/> No Minimum Elevation MPE _____			
Owner	Name <u>Dan Cornelison</u> Email <u>cornelisond@gmail.com</u>	PERMIT FEES	
	Address <u>26819 360th St</u> Fax No. _____	Building	\$ <u>514.00</u>
	City <u>Van Meter</u> Telephone No. <u>5154807857</u>	Trades	\$ _____
	State/Zip <u>IA 50261</u> Cell No. <u>5154807857</u>	Approach	\$ _____
Contractor	Name <u>Dan Cornelison</u> Email <u>cornelisond@gmail.com</u>	Water Connect	\$ _____
	Address <u>26819 360th St</u> Fax No. _____	Sewer Connect	\$ _____
	City <u>Van Meter</u> Telephone No. <u>5154807857</u>	PROJECT VALUATION	
	State/Zip <u>IA 50261</u> Cell No. <u>5154807857</u>	\$ 42,317.00	TOTAL PERMIT FEE \$ 514.00
Architect-Engineer	Name _____ Email _____	ADDITIONAL ACKNOWLEDGEMENTS	
	Address _____ Fax No. _____	<ul style="list-style-type: none"> Except as provided by law, where any work has been started prior to obtaining this permit, the regular fee shall be doubled. This permit shall expire if work has not commenced or has been abandoned for 120 days. ALL WORK MUST BE INSPECTED. It is the responsibility of the permittee to call for inspections. No work shall be concealed or covered until approved by the inspector. The permittee acknowledges they are proficient in the performance of the work covered by this permit. Fill out this application and submit with PDF plans to City Hall permits@vanmeteria.gov 	
	City _____ Telephone No. _____		
	State/Zip _____ Cell No. _____		
OWNER OR AGENT			
Sub-Contractors	Company Name: <u>Steve Edwards</u> Phone: <u>515 318 2611</u>	X DATE: <u>6/19/24</u>	
	Company Name: <u>Petticord Professional Service</u> Phone: _____	To schedule an inspection, or have any questions please call Veenstra & Kimm at 515-850-2980. Email: BuildingInspection@v-k.net A 24 hour inspection notice is needed.	
	Company Name: <u>Schall (Electric and plumbing)</u> Phone: <u>515 2883631</u>	<input type="checkbox"/> Payment Received Date: _____ Amount: \$ _____ WHEN APPROVED BELOW, THIS BECOMES YOUR PERMIT	
		ISSUED BY: <u>Chris Campbell</u> DATE: <u>6-24-24</u>	BUILDING OFFICIAL

Agenda Item #16b

Discussion and Possible Action:

Tax Abatement Application – ~~314~~ Main Street
316

Submitted for: **Discussion and Possible Action**

Tax abatement application received for **316** Main Street

Existing Residential Improvements - Tax Abatement

- Year 1 – 100%
- Year 2 – 100%
- Year 3 – 100%
- Year 4 – 75%
- Year 5 – 50%

As a reminder, the City Council approved qualifying improvements to be eligible for tax abatements on existing residential properties. The County will make the ultimate determination upon inspection of the property to determine if the improvements qualify and if so, what the valuation of the improvements are that would be eligible for abatement.

Recommendation: Approval

Sample Language: Motion to approve the tax abatement application for existing residential improvements at **316** Main Street.

City Councilmember: _____ **So moved.**

City Councilmember: _____ **Second.**

Mayor: **Roll Call Please.**

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____



Tax Abatement Application

The City of Van Meter offers tax abatement in certain circumstances. Please contact info@vanmeteria.gov to determine eligibility. Tax abatement is NOT offered on any new construction except for certain properties in Hickory Lodge Plats 4 and 5. Exemption schedule is attached. The property owner must apply to the City for an exemption by February 1st of the assessment year for which the exemption is first claimed.

Application Date: 12/12/24

Address of Property: 316 Main St Van Meter IA 50261

The following are persons having an interest in the above-mentioned property:

Recorded Owner/s: Jennifer and Nicholas Harrison

Mailing Address: PO Box 158, Van Meter IA 50261

Contract Purchaser/s: N/A

Mailing Address: N/A

Lessee/s: N/A

Mailing Address: N/A

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: Residential

Nature of Improvements: New Construction Addition General Improvements

Description of Improvements:

Added 17ft off back of house across entire width Added to Kitchen office and half bath on main floor Added Laundry room and master bedroom suite to basement Plans can be provided upon request Also added covered deck

Estimated or Actual Date of Completion: 11/26 - (Basement ~~on~~ estimated completion 2025)

Estimated or Actual Cost of Improvements: \$186,369.74

Nicholas Harrison
Applicant Signature

310 MILL STREET, PO BOX 160, VAN METER, IA 50261 | Ph: 515-996-2644

TYPE OF PERMIT: Building Shed Deck Pool Other

ATTACH SITE PLAN, DRAWINGS, AND/OR BUILDING PLANS

JOB SITE	BUILDING SQUARE FOOTAGE															
<p>ADDRESS: <u>316 MAIN VAN METER</u></p> <p>NAME: <u>NICK HARRISON</u></p> <p>DATE: <u>5-10-2024</u></p> <p>PLAT# _____ LOT# _____</p> <p>DEVELOPMENT NAME: _____</p> <p><input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public</p> <p><input checked="" type="checkbox"/> One Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi. _____</p> <p>Property is in a Flood Plain <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Minimum Elevation MPE _____</p>	<p>Level 1 _____ Pool Size _____</p> <p>Level 2 _____ Deck sqft <u>100</u></p> <p>Finished <u>1138</u> Garage/Shed _____</p> <p>Unfinished _____</p>															
<p>Name: <u>NICK HARRISON</u> Email: _____</p> <p>Address: <u>316 MAIN ST.</u> Fax No. _____</p> <p>City: <u>VAN METER</u> Telephone No. _____</p> <p>State/Zip: <u>IA 50261</u> Cell No. _____</p>	<p style="text-align: right; color: #0056b3;">PDF building plans preferred</p> <p style="text-align: center;">PERMIT FEES</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 60%;">Building</td><td style="width: 10%;">\$</td><td style="width: 30%;">_____</td></tr> <tr><td>Trades</td><td>\$</td><td>_____</td></tr> <tr><td>Approach</td><td>\$</td><td>_____</td></tr> <tr><td>Water Connect</td><td>\$</td><td>_____</td></tr> <tr><td>Sewer Connect</td><td>\$</td><td>_____</td></tr> </table>	Building	\$	_____	Trades	\$	_____	Approach	\$	_____	Water Connect	\$	_____	Sewer Connect	\$	_____
Building		\$	_____													
Trades	\$	_____														
Approach	\$	_____														
Water Connect	\$	_____														
Sewer Connect	\$	_____														
<p>Name: <u>STEVE GREER</u> Email: <u>GREERHS@HOTMAIL</u></p> <p>Address: <u>28542 330TH WAY</u> Fax No. _____</p> <p>City: <u>ADEL IA</u> Telephone No. _____</p> <p>State/Zip: <u>IA 50803</u> Cell No. <u>515-868-3123</u></p>	<p>PROJECT VALUATION</p> <p><u>\$165,000</u></p> <p>TOTAL PERMIT FEE \$ <u>1,220.00</u></p>															
<p>Name: <u>PLUMB DESIGN SYSTEMS</u> Email: _____</p> <p>Address: <u>1100 SE ALICES RD</u> Fax No. <u>515-987-6261</u></p> <p>City: <u>WAUKEE</u> Telephone No. <u>515-987-6260</u></p> <p>State/Zip: <u>IA 50263</u> Cell No. _____</p>	<p style="text-align: center;">ADDITIONAL ACKNOWLEDGEMENTS</p> <ul style="list-style-type: none"> • Except as provided by law, where any work has been started prior to obtaining this permit, the regular fee shall be doubled. • This permit shall expire if work has not commenced or has been abandoned for 120 days. • ALL WORK MUST BE INSPECTED. It is the responsibility of the permittee to call for inspections. No work shall be concealed or covered until approved by the inspector. • The permittee acknowledges they are proficient in the performance of the work covered by this permit. • Fill out this application and submit with PDF plans to City Hall permits@vanmeteria.gov 															
<p>Company Name: <u>LEHART PLUMBING</u> Phone: <u>(515) 577-2195</u></p> <p>State Lic. # <u>(515) 202-4252</u></p>		<p>OWNER OR AGENT</p> <p><u>[Signature]</u> DATE: <u>5-10-24</u></p>														
<p>Company Name: <u>MAPLE LEAF ELEC.</u> Phone: <u>(515) 577-2195</u></p> <p>State Lic. # _____</p>		<p style="color: red; text-align: center;">To schedule an inspection, or have any questions please call Veenstra & Kimm at 515-850-2980. Email: BuildingInspection@v-k.net</p> <p style="color: red; text-align: center;">A 24 hour inspection notice is needed.</p> <p><input type="checkbox"/> Payment Received Date: _____ Amount: \$ _____</p> <p style="text-align: center;">WHEN APPROVED BELOW, THIS BECOMES YOUR PERMIT</p>														
<p>Company Name: <u>Jorgensen Brothers concrete</u> Phone: <u>(641) 740-0612</u></p> <p>State Lic. # _____</p>	<p>ISSUED BY: <u>Adam Holiday</u> DATE: <u>5-13-24</u></p> <p style="text-align: center;">BUILDING OFFICIAL</p>															

PROJECT ADDRESS: 316 MAIN ST Date: 6/14/24
Contractor: MAPLE LEAF ELECTRIC Phone: (515) 577-2195 State Lic. No. EL077011M4
Address: 1717 105TH ST City/State/Zip: FARLHAM IA 50072 State Lic. No. _____
 Commercial Residential Contractor E-mail Address: MAPLELEAF.ELEC. @ GMAIL.COM
NOT FLAT RATED
Building/Home Owner Name: NICK HARRISON Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →


MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe: <u>NEW 200A METER MAIN + 40 SPACE PANEL</u>	
	Temp Pole		
	Circuits	<u>30</u>	
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

The City of Van Meter requires building permits for building erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, as well as for mechanical, and all plumbing work. This would include most remodeling projects – as well as new construction. Visit www.vanmeteria.gov obtain a building permit application form – the application is filed at City Hall. Upon approval of permit, the applicant will be notified of the appropriate fee based upon the type of construction, size and other variables.
 Send permit applications to: info@vanmeteria.gov

Questions concerning scheduling, inspection requirements and this application should be directed to Veenstra & Kimm at (515) 850-2980 or email buildinginspection@v-k.net.
 24 hrs notice is required for scheduling inspections.

TOTAL \$	85.00
----------	--------------

X  Date: 6/14/24 X Adam Holiday Approved By Date: 6-17-24
Owner/Applicant

PROJECT ADDRESS: 316 Main St. Date: 6-14-24
 Contractor: Citywide Heating & A/C, Inc Phone: 515-274-9361 State Lic. No. 5724
 Address: 1300 73rd St. City/State/Zip: Windsor Heights State Lic. No. contractor 50084-CL
 Commercial Residential Contractor E-mail Address: carla@citywideheatingandair.com
 Building/Home Owner Name: Harrison Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →

MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe:	
	Temp Pole		
	Circuits		
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

The City of Van Meter requires building permits for building erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, as well as for mechanical, and all plumbing work. This would include most remodeling projects – as well as new construction. Visit www.vanmeteria.gov obtain a building permit application form – the application is filed at City Hall. Upon approval of permit, the applicant will be notified of the appropriate fee based upon the type of construction, size and other variables. Send permit applications to: info@vanmeteria.gov

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TOTAL \$ 85.00

X Robert C Doty Date: 6/14/24 X Adam Holiday Date: 6-24-24
 Owner/Applicant Approved By

PROJECT ADDRESS: 316 Main St. **Date:** 6-14-24

Contractor: Lenhart Plumbing Inc Phone: 515-993-3426 State Lic. No. _____

Address: 23529 Nantucket Rd City/State/Zip: Adel, IA 50003 State Lic. No. 4940

Commercial Residential Contractor E-mail Address: _____

NOT FLAT RATED

Building/Home Owner Name: _____ Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures	<u>2 Stacks, 2 Lav, 1 Shower</u>	
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →

MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe:	
	Temp Pole		
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	Standby Generator		FLAT FEE →

The City of Van Meter requires building permits for building erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, as well as for mechanical, and all plumbing work. This would include most remodeling projects – as well as new construction. Visit www.vanmeteria.gov obtain a building permit application form – the application is filed at City Hall. Upon approval of permit, the applicant will be notified of the appropriate fee based upon the type of construction, size and other variables.
Send permit applications to: info@vanmeteria.gov

Questions concerning scheduling, inspection requirements and this application should be directed to Veenstra & Kimm at (515) 850-2980 or email buildinginspection@v-k.net.
24 hrs notice is required for scheduling inspections.

TOTAL \$ 85.00

Charles H. Meritt
Owner/Applicant

Date: 6-14-24

X *Adam Holiday*
Approved By

Date: 6-14-24

310 MILL STREET, PO BOX 160, VAN METER, IA 50261 | Ph: 515-996-2644

TYPE OF PERMIT: Building Shed Deck Pool Other

ATTACH SITE PLAN, DRAWINGS, AND/OR BUILDING PLANS

JOB SITE	BUILDING SQUARE FOOTAGE															
<p>ADDRESS: <u>316 MAIN VAN METER</u></p> <p>NAME: <u>NICK HARRISON</u></p> <p>DATE: <u>5-10-2024</u></p> <p>PLAT# _____ LOT# _____</p> <p>DEVELOPMENT NAME: _____</p> <p><input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public</p> <p><input checked="" type="checkbox"/> One Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi. _____</p> <p>Property is in a Flood Plain <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Minimum Elevation MPE _____</p>	<p>Level 1 _____ Pool Size _____</p> <p>Level 2 _____ Deck sqft <u>100</u></p> <p>Finished <u>1138</u> Garage/Shed _____</p> <p>Unfinished _____</p>															
<p>Name: <u>NICK HARRISON</u> Email: _____</p> <p>Address: <u>316 MAIN ST.</u> Fax No. _____</p> <p>City: <u>VAN METER</u> Telephone No. _____</p> <p>State/Zip: <u>IA 50261</u> Cell No. _____</p>	<p style="text-align: center; background-color: #0056b3; color: white; padding: 5px;">DESCRIPTION OF PROJECT:</p> <p style="text-align: right; color: #0056b3; font-size: small;">PDF building plans preferred</p>															
<p style="background-color: #0056b3; color: white; writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; font-weight: bold;">Owner</p>	<p style="text-align: center; background-color: #0056b3; color: white; padding: 5px;">PERMIT FEES</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: right;">Building</td><td style="text-align: right;">\$</td><td>_____</td></tr> <tr><td style="text-align: right;">Trades</td><td style="text-align: right;">\$</td><td>_____</td></tr> <tr><td style="text-align: right;">Approach</td><td style="text-align: right;">\$</td><td>_____</td></tr> <tr><td style="text-align: right;">Water Connect</td><td style="text-align: right;">\$</td><td>_____</td></tr> <tr><td style="text-align: right;">Sewer Connect</td><td style="text-align: right;">\$</td><td>_____</td></tr> </table>	Building	\$	_____	Trades	\$	_____	Approach	\$	_____	Water Connect	\$	_____	Sewer Connect	\$	_____
Building	\$	_____														
Trades	\$	_____														
Approach	\$	_____														
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Sewer Connect	\$	_____														
<p style="background-color: #0056b3; color: white; writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; font-weight: bold;">Contractor</p>	<p style="text-align: center; background-color: #0056b3; color: white; padding: 5px;">PROJECT VALUATION</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border: 1px solid black; padding: 5px;"><u>\$165,000</u></td> <td style="width: 40%; text-align: right; border: 1px solid black; padding: 5px;">TOTAL PERMIT FEE \$ <u>1,220.00</u></td> </tr> </table>	<u>\$165,000</u>	TOTAL PERMIT FEE \$ <u>1,220.00</u>													
<u>\$165,000</u>	TOTAL PERMIT FEE \$ <u>1,220.00</u>															
<p style="background-color: #0056b3; color: white; writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; font-weight: bold;">Architect-Engineer</p>	<p style="text-align: center; background-color: #0056b3; color: white; padding: 5px;">ADDITIONAL ACKNOWLEDGEMENTS</p> <ul style="list-style-type: none"> • Except as provided by law, where any work has been started prior to obtaining this permit, the regular fee shall be doubled. • This permit shall expire if work has not commenced or has been abandoned for 120 days. • ALL WORK MUST BE INSPECTED. It is the responsibility of the permittee to call for inspections. No work shall be concealed or covered until approved by the inspector. • The permittee acknowledges they are proficient in the performance of the work covered by this permit. • Fill out this application and submit with PDF plans to City Hall permits@vanmeteria.gov 															
<p>Name: <u>PLUMB DESIGN SYSTEMS</u> Email: _____</p> <p>Address: <u>1100 SE ALICES RD</u> Fax No. <u>515-987-6261</u></p> <p>City: <u>WAUKEE</u> Telephone No. <u>515-987-6260</u></p> <p>State/Zip: <u>IA 50263</u> Cell No. _____</p>	<p style="background-color: #0056b3; color: white; padding: 5px;">OWNER OR AGENT</p> <p style="text-align: right;">DATE: <u>5-10-24</u></p>															
<p style="background-color: #0056b3; color: white; writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; font-weight: bold;">Sub-Contractors</p>	<p style="text-align: center; color: #0056b3; font-weight: bold; font-size: small;">To schedule an inspection, or have any questions please call Veenstra & Kimm at 515-850-2980. Email: BuildingInspection@v-k.net</p> <p style="text-align: center; color: #0056b3; font-weight: bold; font-size: small;">A 24 hour inspection notice is needed.</p> <p><input type="checkbox"/> Payment Received Date: _____ Amount: \$ _____</p> <p style="text-align: center; background-color: #0056b3; color: white; padding: 5px;">WHEN APPROVED BELOW, THIS BECOMES YOUR PERMIT</p>															
<p>Company Name: <u>LEHART PLUMBING</u> Phone: <u>(515) 577-2195</u> State Lic. # <u>(515) 202-4252</u></p> <p>Company Name: <u>MAPLE LEAF ELEC.</u> Phone: <u>(515) 577-2195</u> State Lic. # _____</p> <p>Company Name: <u>Jorgensen Brothers concrete</u> Phone: <u>(641) 740-0612</u> State Lic. # _____</p>	<p>ISSUED BY: <u>Adam Holiday</u> DATE: <u>5-13-24</u></p> <p style="text-align: center; font-weight: bold; font-size: small;">BUILDING OFFICIAL</p>															

PROJECT ADDRESS: 316 MAIN ST Date: 6/14/24
 Contractor: MAPLE LEAF ELECTRIC Phone: (515) 577-2195 State Lic. No. EL077011M4
 Address: 1717 105TH ST City/State/Zip: FARLHAM IA 50072 State Lic. No. _____
 Commercial Residential Contractor E-mail Address: MAPLELEAF.ELEC. @ GMAIL.COM
NOT FLAT RATED
 Building/Home Owner Name: NICK HARRISON Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures		
	Stacks		
	Gas Piping Outlets		
	Items not classified above		FLAT FEE →


MECHANICAL	Furnace	Describe:	
	A/C or Refrig Units		
	Boiler		
	Water Heater		
	Hoods, Type I Type II		
	Fire Dampers		
	Gas Pipe Openings		
	Items not classified above		FLAT FEE →

ELECTRICAL	Meter Boxes	Describe: <u>NEW 200A METER MAIN + 40 SPACE PANEL</u>	
	Temp Pole		
	Circuits	<u>30</u>	
	Openings/Devices		
	Fixed Appliances		
	Standby Generator		FLAT FEE →

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TOTAL \$	85.00
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X  Date: 6/14/24 X Adam Holiday Approved By Date: 6-17-24
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PROJECT ADDRESS: 316 Main St. Date: 6-14-24
 Contractor: Citywide Heating & A/C, Inc Phone: 515-274-9361 State Lic. No. 5724
 Address: 1300 73rd St. City/State/Zip: Windsor Heights State Lic. No. contractor 50084-CL
 Commercial Residential Contractor E-mail Address: carla@citywideheatingandair.com
 Building/Home Owner Name: Harrison Phone: _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
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X Robert C Doty Date: 6/14/24 X Adam Holiday Date: 6-24-24
 Owner/Applicant Approved By

PROJECT ADDRESS: 316 Main St. **Date:** 6-14-24

Contractor: Lenhart Plumbing Inc Phone: 515-993-3426 State Lic. No. _____

Address: 23529 Nantucket Rd City/State/Zip: Adel, IA 50003 State Lic. No. 4940

Commercial Residential Contractor E-mail Address: _____

NOT FLAT RATED

Building/Home Owner Name: _____ **Phone:** _____

PLUMBING	Water Service	Describe:	
	Building Sewer		
	Storm Sewer		
	Water Heater		
	Fixtures	<u>2 Stacks, 2 Lav, 1 Shower</u>	
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MECHANICAL	Furnace	Describe:	
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TOTAL \$ 85.00

Charles H. Meritt Date: 6-14-24 X *Adam Holiday* Date: 6-14-24
Owner/Applicant Approved By

Agenda Item #17

Discussion and Possible Action:

Resolution #2025-09 Approving Contract and Performance Bond for the Water Main Replacement Project - Phase 1

Submitted for: **Discussion and Possible Action**

Information is included in the packet.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-09 Approving Contract and Performance Bond for the Water Main Replacement Project - Phase 1**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

January 9, 2025

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 proceedings related to the approval of the contract and bonds for the Water Main Replacement – Phase 1 Project.

The materials attached include the following items:

1. Minutes of the meeting at which the Council will adopt the resolution approving the contract and performance and/or payment bonds, with the resolution following.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy 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
Randy Johnson
Charlotte Tacker
Patti Jass

MINUTES OF MEETING TO APPROVE
CONTRACT AND BONDS

420352-33

Van Meter, Iowa

January 13, 2025

The City Council of the City of Van Meter, Iowa, met at the United Methodist Church, Van Meter, Iowa, at 7:00 p.m., on January 13, 2025, pursuant to the rules of the Council.

The meeting was called to order by the Mayor and the roll being called, there were present the following named Council Members:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced and moved the adoption of the resolution next hereinafter set out, the same being a resolution approving an executed contract and performance and/or payment bonds for the Water Main Replacement – Phase 1 Project. The motion was seconded by Council Member _____ and passed with record vote as follows:

Ayes: _____

Nays: _____.

Thereupon, the resolution was declared adopted, as follows:

RESOLUTION #2025-09

“A Resolution Approving Contract And Performance And/Or Payment Bonds For The Water Main Replacement – Phase 1 Project”

WHEREAS, the City Council of the City of Van Meter, Iowa, has heretofore awarded a contract for the Water Main Replacement – Phase 1 Project and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

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

Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.

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

Passed and approved January 13, 2025.

Joe Herman, Mayor

Attest:

Jessica Drake, 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, hereby certify that the attached is a true, correct and complete copy of the proceedings related to the approval of the executed contract and performance and/or payment bonds for the Water Main Replacement – Phase 1 Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this 13th day of January, 2025.

Jessica Drake, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

January 2, 2025

Liz Faust
City Administrator
City of Van Meter
310 Mill Street
Van Meter, Iowa 50261

CITY OF VAN METER, IOWA
WATER MAIN REPLACEMENT – PHASE 1
CONTRACT AND BOND
CERTIFICATE OF INSURANCE

Enclosed are three executed copies of the Contract and Bond for the Water Main Replacement – Phase 1 project. The Contract and Bond have been executed by United Utilities & Excavation, LLC and its surety, Employers Mutual Casualty Company as required. A copy of the power of attorney is attached to each copy of the Bond as required.

Also enclosed are three copies of the Certificate of Insurance for the Contractor. The contract documents require United Utilities & Excavation, LLC to provide Certificates of Insurance showing the minimum coverages set forth in the contract documents. The Certificate of Insurance provided meets the minimum coverages set forth in the contract documents.

Upon approval of the Contract and Bond, the City of Van Meter should execute the Contract and attest the signature as provided on Page C-2. Upon execution, please return one original copy of the Contract, Bond, and Certificate of Insurance to United Utilities & Excavation, LLC and one original copy of each to Veenstra & Kimm, Inc. The City should retain one original copy of each for its files.

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

VEENSTRA & KIMM, INC.

Randy Johnson, P.E.

RMJ:mmc
19392
Enclosure

CONTRACT

THIS AGREEMENT, made and entered into this 9th day of December, 2024, by and between the City of Van Meter, Iowa, party of the first part, hereinafter referred to as the "Owner", and United Utilities and Excavation, LLC, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 11th day of November, 2024, for Water Main Replacement – Phase 1 under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

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, for the sum of Six Hundred Seventy-three Thousand Six Hundred Forty-eight and 00/100 Dollars \$(673,648.00) based on the lump sum price as shown on the Proposal.

The project is located southwest of the intersection of Hazel Street and DeSoto Road in the City of Van Meter, Iowa.

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

2.1 Contract Documents, including:

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

2.2 This Instrument.

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

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

4. That this contract is executed in triplicate.

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

CONTRACTOR

CITY OF VAN METER, IOWA



By Glen Vandepoel

Mayor

Title MBR

ATTEST:

ATTEST:



Title MBR

City Clerk

BOND

KNOW ALL MEN: That we, United Utilities & Excavation, LLC
of Council Bluffs, IA, hereinafter called the Principal, and
Employers Mutual Casualty Company

hereinafter called the surety, are held and firmly bound unto the City of Van Meter, Iowa,
hereinafter called the Owner in the sum of

Six Hundred Seventy-Three Thousand Six Hundred Forty-Eight and NO/100 Dollars-----

Dollars (\$ \$673,648.00), for the payment whereof the Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these
presents.

WHEREAS, the principal has, by means of a written Agreement dated Dec 26,
2024, entered into a Contract with the Owner for Water Main Replacement – Phase 1 which
Agreement includes a guarantee of all work against defective workmanship and materials for a
period of four (4) years from the date of final acceptance of the work by the Owner, a copy of
which Agreement is by reference made a part hereof;

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

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

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

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

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

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

Bond

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

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

The Bond is executed in triplicate.

Signed and Sealed this 26 day of Dec., 2024.

PRINCIPAL:

United Utilities & Excavation, LLC

Contractor



Signature

MB

Title

SURETY:

Employers Mutual Casualty Company

Surety Company



Signature, Attorney-in-Fact

Jessie Allen, Attorney-in-Fact

Name of Attorney-in-Fact

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway, Waukee, IA 50263

Company Address (Including Zip Code)

(515) 223-6800

Company Telephone Number

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

GREG KRIER, GRACE RASMUSSEN, DOUG MUTH, Jessie Allen

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

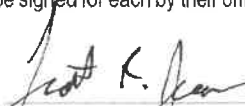
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.


AUTHORITY FOR POWER OF ATTORNEY

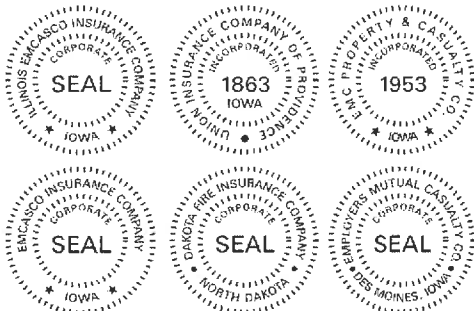
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.


 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.




 Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 2024.


 Ryan J. Springer
 Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2024

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 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 to the certificate holder in lieu of such endorsement(s).

PRODUCER Calvin Eddy Kappelman Insurance 7001 N. Cherry Street, Ste 201 Gladstone MO 64118	CONTACT NAME: Charmie Robison
	PHONE (A/C No, Ext): (816) 453-8584 FAX (A/C, No): (785) 843-1583
	E-MAIL ADDRESS: crobison@cekinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United Fire & Casualty
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED: UNITED UTILITIES & EXCAVATION LLC
1410 5TH AVE
COUNCIL BLUFFS IA 51501-3942

COVERAGES CERTIFICATE NUMBER: CL2411125730 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60541275	11/2/2024	11/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60541275	11/2/2024	11/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60541275	11/2/2024	11/2/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	60541275	11/2/2024	11/2/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTORS EQUIPMENT			60541275	11/2/2024	11/2/2025	SCHEDULED EQUIPMENT: \$3,068,943 LEASED OR RENTED EQUIPMENT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #19393 - City of Van Meter - Main Improvements Phase 1
City of Van Meter is included as Additional Insured with respects to Liability Coverage, subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER rjohnson@v-k.net City of Van Meter 310 Mill Street PO Box 160 Van Meter, IA 50261	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Charmie Robison/CHAR <i>Charmie M Robison</i>

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Agenda Item #18

Discussion and Possible Action:

Resolution #2025-10 Approving an Agreement for the Community Engagement Phase of the City's Municipal Building Project to Invision Architecture

Submitted for: **Discussion and Possible Action**

Council awarded the contract last month. This action allows for execution of the contract.

Recommendation: **APPROVAL**

Sample Language: **Motion to adopt Resolution #2025-10 Approving an Agreement for the Community Engagement Phase of the City's Municipal Building Project to Invision Architecture**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution 2025-10

“A Resolution Approving Contract for the Community Engagement Phase of the City’s Municipal Building Project to Invision Architecture”

WHEREAS, the City of Van Meter requested proposals for the design, architecture, and engineering services relating to a proposed Municipal Building project; and

WHEREAS, upon review of the proposals, the City selected Invision Architecture to perform the services for community and staff engagement; and

WHEREAS, the City Council of the City of Van Meter discussed financing options for the Municipal Building project in November 2024 and voted to pursue financing the project through a bond issued through reverse referendum; and

WHEREAS, the City Council wishes to engage Invision Architecture to provide documents and images to support the reverse referendum; and

WHEREAS, Invision Architecture has stated that the work during this phase will be tracked and billed hourly not to exceed \$7500/month & this phase will include reverse referendum services and architectural planning. This phase is estimated to be approximately 6.95% of the estimated construction budget between \$5-7M; and

WHEREAS, a standard AIA Contract will be utilized as the form of contract; and

WHEREAS, the City Council of Van Meter awarded the contract to Invision Architecture on December 9, 2024; and

WHEREAS, the City Administrator recommends approval of the contract with Invision Architecture; now

THEREFORE, BE IT RESOLVED, that the City Council of the City of Van Meter approves the Agreement for the Community and Staff Engagement Phase of the Municipal Building with Invision Architecture and authorizes the City Administrator and City Clerk execute and deliver the Agreement on behalf of the City of Van Meter.

Passed and adopted this 13th day of January, 2025.

ATTEST:

Jessica Drake, City Clerk

Joe Herman, Mayor



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of January in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

City of Van Meter
310 Mill Street
Van Meter, IA 50261

and the Architect:
(Name, legal status, address and other information)

INVISION Architecture, LLC
900 Mulberry St.
Des Moines, IA 50309

for the following Project:
(Name, location and detailed description)

24117 Van Meter Public Library, Police Station and Firestation
601 Main Street
Van Meter, IA

Initial work is Community and Staff engagement for anticipated renovation and addition to a property located at 601 Main Street, Van Meter, IA for the purposes of a new public library, police station and fire station.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program to be developed as part of this work

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Not applicable

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Construction cost to be determined and added by amendment. Anticipated construction cost is \$5-7M

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Community and Staff engagement complete by approximately June 30, 2025

Init.

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User Notes:

(1901295723)

Future design phases to be determined and added by amendment

.2 Construction commencement date:

To be determined and added by amendment

.3 Substantial Completion date or dates:

To be determined and added by amendment

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Publicly Bid, Single Prime Contract via General Contractor, Stipulated Sum

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Elizabeth Faust
310 Mill Street
Van Meter, IA 50261
Telephone Number: (515) 996-2644
Email Address: lfaust@vanmeteria.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Allender Butzke Engineers Inc.
3660 109th Street
Urbandale, IA 50322

.2 Land Surveyor:

Init.

Raccoon Valley Land Surveying, LLC
33235 L Avenue
Adel, Iowa 50003

Phone: 515.493.8317

.3 Civil Engineer:

Not applicable – under Architect’s services

.4 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Annamarie Snider, AIA, WELL AP
INVISION Architecture, LLC
900 Mulberry St.
Des Moines, IA 50309
Telephone Number: 515.217.4632
Email Address: annamarie@invisionarch.com@invisionarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Raker Rhodes Engineering
4717 Grand Ave.
Des Moines, IA 50312

.2 Mechanical Engineer:

IMEG Consultants Corp.
2882 106th Street
Urbandale, IA 50322

.3 Electrical Engineer:

IMEG Consultants Corp.
2882 106th Street
Urbandale, IA 50322

.4 Civil Engineer, Landscape Architect:

Bolton & Menk
430 E. Grand Avenue, Suite 101
Des Moines, IA 50309

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

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User Notes:

(1901295723)

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Four Million (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

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User Notes:

(1901295723)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million (\$ 3,000,000) per claim and Five Million (\$ 5,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, civil, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Provided by Architect under basic services
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Field verification and BIM modeling of 601 Main Street, Van Meter, IA	Provided by Architect
<i>(Row deleted)</i>	
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Provided by Architect under basic services
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Provided by Architect under basic services
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Provided by Architect under basic services
§ 4.1.1.22 Security evaluation and planning	Not provided

§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Renderings / presentation boards for use at Raccoon River Days	Provided by Architect under basic services
<i>(Row deleted)</i>	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.1.4 – Anticipate (3) days of field verification plus BIM modeling of 601 Main Street, Van Meter, IA.

Other services listed in 4.1.1 are included in Basic Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 To be determined and added by amendment () visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within To be determined and added by amendment () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner fully performs its obligations under this Agreement, including timely and full payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction, with the trial being heard by a judge, without a jury. All Parties voluntarily and knowingly waive their rights to a trial by jury in action relating to this Agreement and Project.
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Community and Staff engagement - Hourly fee not to exceed fee \$7,500 per month, estimated at 6 months. This fee does not include the Street Extension study. That Work will be added by amendment

If the City of Van Meter needs additional communication services that would include website design or social media assistance, an hourly fee not to exceed \$2,000 per month will be added by amendment.

Following the completion of the community engagement phase, Schematic Design through Construction Administration fee will be added by amendment. Fee will be based on established project scope, estimated at approximately 6.95% of the estimated construction budget between \$5-7

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.1.4 - Field verification and BIM modeling of 601 Main Street, Van Meter, IA – Lump sum fee \$17,280

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated when service is requested. Fee will be hourly not to exceed or lump sum amount depending on the scope of the added work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	To be determined and added by amendment	percent (%)
Design Development Phase	To be determined and added by amendment	percent (%)
Construction Documents Phase	To be determined and added by amendment	percent (%)
Procurement Phase	To be determined and added by amendment	percent (%)
Construction Phase	To be determined and added by amendment	percent (%)
Total Basic Compensation		one hundred	percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants .

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Hourly Billing Rates
Exhibit B – Certificate of General Liability Insurance
Exhibit C – Certificate of Professional Liability Insurance

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Not applicable

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Jason DeVries, AIA, Principal

(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:00:15 CT on 01/07/2025.

PAGE 1

AGREEMENT made as of the Thirteenth day of January in the year Two Thousand Twenty-five

...

City of Van Meter
310 Mill Street
Van Meter, IA 50261

...

INVISION Architecture, LLC
900 Mulberry St.
Des Moines, IA 50309

...

24117 Van Meter Public Library, Police Station and Firestation
601 Main Street
Van Meter, IA

Initial work is Community and Staff engagement for anticipated renovation and addition to a property located at 601 Main Street, Van Meter, IA for the purposes of a new public library, police station and fire station.

PAGE 2

Program to be developed as part of this work

...

Not applicable

...

Construction cost to be determined and added by amendment. Anticipated construction cost is \$5-7M

...

Community and Staff engagement complete by approximately June 30, 2025

Future design phases to be determined and added by amendment

PAGE 3

To be determined and added by amendment

...

To be determined and added by amendment

...

Publicly Bid, Single Prime Contract via General Contractor, Stipulated Sum

...

Not applicable

...

Elizabeth Faust
310 Mill Street
Van Meter, IA 50261
Telephone Number: (515) 996-2644
Email Address: lfaust@vanmeteria.gov

...

Not applicable

...

Allender Butzke Engineers Inc.
3660 109th Street
Urbandale, IA 50322

.2 Land Surveyor:

~~.2 Civil Engineer: Raccoon Valley Land Surveying, LLC~~
33235 L Avenue
Adel, Iowa 50003

Phone: 515.493.8317

.3 Civil Engineer:

Not applicable – under Architect’s services

~~.3~~ .4 Other, if any:

PAGE 4

Annamarie Snider, AIA, WELL AP
INVISION Architecture, LLC
900 Mulberry St.
Des Moines, IA 50309
Telephone Number: 515.217.4632
Email Address: annamarie@invisionarch.com@invisionarch.com

...

Raker Rhodes Engineering
4717 Grand Ave.
Des Moines, IA 50312

...

IMEG Consultants Corp.
2882 106th Street
Urbandale, IA 50322

.3 Electrical Engineer:

IMEG Consultants Corp.
2882 106th Street
Urbandale, IA 50322

.4 Civil Engineer, Landscape Architect:

Bolton & Menk
430 E. Grand Avenue, Suite 101
Des Moines, IA 50309

...

Not applicable

PAGE 5

Not applicable

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Four Million (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million (\$ 3,000,000) per claim and Five Million (\$ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies-polices~~ for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, civil, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect ~~shall,~~ as an Additional Service, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective contractors;~~
- ~~3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 4.1.1.1	Programming	<u>Provided by Architect under basic services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Field verification and BIM modeling of 601 Main Street, Van Meter, IA	<u>Provided by Architect</u>
§ 4.1.1.4	Existing facilities surveys	
§ 4.1.1.5	Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Provided by Architect under basic services</u>
§ 4.1.1.9	Landscape design	<u>Not provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not provided</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13	On-site project representation	<u>Not provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Provided by Architect under basic services</u>
§ 4.1.1.15	As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>

§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Provided by Architect under basic services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Renderings / presentation boards for use at Raccoon River Days	<u>Provided by Architect under basic services</u>
§ 4.1.1.30 Other Supplemental Services	

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§ 4.1.1.4 – Anticipate (3) days of field verification plus BIM modeling of 601 Main Street, Van Meter, IA.

Other services listed in 4.1.1 are included in Basic Services.

...

Not applicable

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 To be determined and added by amendment () visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within To be determined and added by amendment () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner ~~substantially~~ fully performs its obligations under this Agreement, including ~~prompt~~ timely and full payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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[] Litigation in a court of competent jurisdiction, with the trial being heard by a judge, without a jury. All Parties voluntarily and knowingly waive their rights to a trial by jury in action relating to this Agreement and Project.

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

PAGE 18

Not applicable

...

Not applicable

PAGE 19

Community and Staff engagement - Hourly fee not to exceed fee \$7,500 per month, estimated at 6 months. This fee does not include the Street Extension study. That Work will be added by amendment

If the City of Van Meter needs additional communication services that would include website design or social media assistance, an hourly fee not to exceed \$2,000 per month will be added by amendment.

Following the completion of the community engagement phase, Schematic Design through Construction Administration fee will be added by amendment. Fee will be based on established project scope, estimated at approximately 6.95% of the estimated construction budget between \$5-7

PAGE 20

§ 4.1.1.4 - Field verification and BIM modeling of 601 Main Street, Van Meter, IA – Lump sum fee \$17,280

...

To be negotiated when service is requested. Fee will be hourly not to exceed or lump sum amount depending on the scope of the added work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Schematic Design Phase	<u>To be determined and added by amendment</u>	percent ()
Design Development Phase	<u>To be determined and added by amendment</u>	percent ()
Construction Documents Phase	<u>To be determined and added by amendment</u>	percent ()
Procurement Phase	<u>To be determined and added by amendment</u>	percent ()
Construction Phase	<u>To be determined and added by amendment</u>	percent ()

...

Exhibit A
PAGE 21

- ~~.1 Transportation and authorized~~ Authorized out-of-town travel and subsistence;
- ~~.2 Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants ~~plus~~ — percent (— %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30)

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % per month

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Not applicable

...

.2 Building Information Modeling Exhibit, if completed:

...

Exhibit A – Hourly Billing Rates

Exhibit B – Certificate of General Liability Insurance

Exhibit C – Certificate of Professional Liability Insurance

...

Not applicable

...

...

Jason DeVries, AIA, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jason DeVries, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:00:15 CT on 01/07/2025 under Order No. 3104238829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Principal

(Title)

01.07.25

(Dated)

INVISION

2024-2025 HOURLY RATES SCHEDULE

Effective 7/1/24

Partner	\$375
Project Manager	\$135 - \$250
Project Architect	\$110 - \$180
Intern Architect	\$85 - \$110
Student Intern	\$65 - \$70
Interior Designer	\$75 - \$170
Medical Planner	\$185 - \$265
Education Planner	\$185 - \$265
Laboratory Planner	\$185 - \$265
QA/QC	\$115 - \$185
Cost Estimator	\$80 - \$125
Construction Administrator	\$85 - \$185
Specification Writer	\$135 - \$160
Graphic Designer	\$80 - \$150
Production (modeling, drafting)	\$105 - \$150
Administrative	\$75 - \$165

Services provided on an hourly basis shall be performed in accordance with the Schedule of Hourly Rates in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/16/2024

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 to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Invision Architecture, LLC 360 Westfield Avenue Suite 401 Waterloo IA 50701 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570109780988 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL0429303601	11/01/2024	11/01/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP 4293037 - 01	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y		SXS445976201	11/01/2024	11/01/2025	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC429303501	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 24117 Van Meter Public Library, Police Station and Firestation. City of Van Meter is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders.

CERTIFICATE HOLDER City of Van Meter 310 Mill Street Van Meter IA 50261 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier : AEJBDGI

Certificate No : 570109780988





Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4293036 - 01

Effective Date: 11/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: BAP 4293037 - 01

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: HFW Group, LLC
Endorsement Effective Date: 11/01/2024

SCHEDULE

Insurance Company: Zurich American Insurance Company	
Policy Number: BAP 4293037 - 01	Effective Date: 11/01/2024
Expiration Date: 11/01/2025	
Named Insured: HFW Group, LLC	
Address: 231 South Bemiston Avenue #800 Clayton, MO 63105	
Additional Insured (Lessor): ALL LESSORS OF A "LEASED AUTO" LEASED OR RENTED TO YOU FOR 180 CONTINUOUS DAYS OR MORE	
Address:	
Designation Or Description Of "Leased Autos": ALL "LEASED AUTOS" LEASED OR RENTED TO YOU FOR 180 CONTINUOUS DAYS OR MORE	

Coverages	Limit Of Insurance Or Deductible
Covered Autos Liability	\$2,000,000 Each "Accident"
Comprehensive	SEE ENDT Deductible For Each Covered "Leased Auto"
Collision	SEE ENDT Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



Straight Excess Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured(s)” means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such “insured(s)” qualify for coverage in **underlying insurance**.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

- A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:
 1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and
 2. The terms and conditions that apply to this policy.
- B. Notwithstanding anything to the contrary contained in Paragraph **A.** above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.
- C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.
- D. We have no obligation under this policy with respect to any settlement made without our consent.
- E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

SECTION II. LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made or suits brought; or
 3. Persons or organizations making claims or bringing suits.
- B.** The Limits of Insurance of this policy will apply as follows:
1. The limit shown in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** to which this policy applies, except for:
 - a.** **Loss** covered under the products/completed operations hazard; and
 - b.** **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

In addition, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the products/completed operations hazard, the Other Aggregate limit shown in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.
 2. The limit shown in Item **4.C.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all **loss** to which this policy applies under the products/completed operations hazard.
 3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit shown in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence** to which this policy applies.
- C.** Coverage applies only in excess of the greater of the actual limits of insurance of **underlying insurance** or the Applicable Limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy.
- D.** The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.
- E.** Subject to Paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
 2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A.** We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured for damages covered by this policy when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy.
- B.** In those circumstances where Paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings because of time off from work.
 4. All court costs taxed against the insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. However, if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limits of insurance.

When our expenses and the payments described in this paragraph above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- C. In those circumstances where Paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any suit that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any suit after we have exhausted the applicable Limit of Insurance as shown in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of Paragraph **A.** above, we will pay any expense incurred with our consent.

SECTION IV. EXCLUSIONS

This policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

- A. Arising out of or relating in any way to:
 1. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
 2. Any:
 - a. Request, demand, order, statutory or regulatory requirement, direction or determination, that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - b. Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

POLLUTION

- B. 1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;
 - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you maybe legally responsible; or
- d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.
- e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- f. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
 - (2) Otherwise in the course of transit by or on behalf of any insured; or
 - (3) Being stored, disposed of, treated or processed in or upon any auto.
 However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:
 - (1) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
 - (2) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any insured.

2. Arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Paragraph, **B.2.**, does not apply to liability, damage, **loss**, cost or expense because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirements, or such claim or suit by or on behalf of a governmental agency.

NUCLEAR

- C. 1. With respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or

2. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
3. Any injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. The **nuclear material**:
 - (1) Is at any **nuclear facility** owned by, or operated by or on behalf of, any insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
 - c. The injury or **nuclear property damage** arises out of the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph **c.** applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear Facility** means:
 - a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium,
 - (2) Processing or utilizing **spent fuel**, or
 - (3) Handling, processing or packaging **waste**;
 - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property;
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material;
 - a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

- b.** Resulting from the operation by any person or organization of any **nuclear facility** included under the first two Paragraphs of the definition of **nuclear facility**.

SUBLIMITED UNDERLYING INSURANCE

- D.** Which is covered by any **underlying insurance** but is subject to a sublimit unless such sublimited coverage is specifically endorsed to this policy.

VIOLATION OF STATUTES

- E.** Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 3. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
 4. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

WAR

- F.** Arising, directly or indirectly, out of:
 1. War, including undeclared or civil war;
 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

EMPLOYMENT PRACTICES

- G.** Arising out of any bodily injury or personal and advertising injury to:
 1. A person arising out of any:
 - a.** Failure to employ or promote that person;
 - b.** Termination of that person's employment, including actual or alleged constructive dismissal; or
 - c.** Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
 2. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any bodily injury or personal and advertising injury to that person at whom any of the employment related practices described in subparagraphs **a.**, **b.** or **c.** above is directed.

This exclusion applies:

1. Whether the injury causing event described in subparagraph **G.1.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be held liable as an employer or in any other capacity; or
3. To any obligation to share damages with or repay someone who must pay damages because of the injury.

LAWS, MISCELLANEOUS

- H.** Under any of the following:
 1. Any uninsured/underinsured motorist or auto no-fault or first party personal injury law;

2. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
3. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

- I. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this policy, electronic data is intangible property and means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION V. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II. LIMITS OF INSURANCE** of this policy.

B. Bankruptcy or Insolvency

The insolvency, bankruptcy or inability to pay of any insured will not relieve us from our obligation to pay damages covered by this policy.

In the event of insolvency, bankruptcy, refusal, or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

C. Cancellation

1. The first Named Insured shown in Item **1.** of the Declarations may cancel this policy by mailing or delivering to us advance written notice stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to the first Named Insured not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to the first Named Insured not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to the first Named Insured's mailing address shown in Item **2.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour shown in the cancellation notice.
4. If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due the first Named Insured. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due the first Named Insured.
6. The first Named Insured shown in Item **1.** of the Declarations will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any premium refund that may become payable under this policy.

D. Maintenance of Underlying Insurance

During the Policy Period, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Applicable Limits of insurance of the policies shown in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or suits for **loss** covered by **underlying insurance**;
3. The policies listed in the Schedule of Underlying Insurance may not be canceled or nonrenewed by you without notifying us, and you agree to notify us as soon as practicable before the cancellation or nonrenewal effective date in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and

4. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item 1. of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
 - a. How, when and where the **occurrence** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, shall not in itself constitute knowledge by the insured unless you or any **authorized person** receives such notice from the agent, servants or employee.
3. If a claim or suit against any insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
4. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**. However, this provision will not apply if the **other insurance** is written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

H. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

I. Transfer of Rights of Recovery Against Others to Us

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

J. Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the insured must report such error or omission to the company as soon as practicable after its discovery.

K. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the total Applicable Limits of **underlying insurance**.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

L. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

M. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

N. First Named Insured

The person or organization first named in Item **1.** of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

O. Inspection

We have the right, but are not obligated to inspect the insured's premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

P. Legal Action Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

Q. Premium

The premium for this policy as stated in Item **5.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

R. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each named insured were the only named insured; and
2. Separately to each insured against whom claim is made or suit is brought.

S. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

T. Violation of Economic or Trade Sanctions

If coverage for a claim or suit under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or suit will be null and void.

SECTION VI. DEFINITIONS

In this policy, words and phrases appearing in bold-face type have the definitions shown below:

- A. Authorized person** means any person who may receive notice of an **occurrence** or claim in **underlying insurance**.
- B. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- C. Loss** means those sums actually paid that the insured is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense after making proper deductions for all recoveries and salvage. However,
1. **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 2. **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
- D. Occurrence** means covered event as defined in **underlying insurance**.
- E. Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.
- Other insurance** does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
- F. Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- G. Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Applicable Limits of insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.

Primary and Non-Contributory – Other Insurance Condition For Designated Entity And Designated Project



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4293036 - 01	Effective Date: 11/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part.

SCHEDULE

Designated Entity	Designated Project
As required by written contract	As required by written contract

Solely with respect to “your work” for the designated entity on the designated project shown in the **SCHEDULE** above, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the designated entity shown in the **SCHEDULE** above, to the extent the designated entity qualifies as an additional insured under your policy and provided that:

- (1) The designated entity shown in the **SCHEDULE** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance will be primary and will not seek contribution from any other insurance available to the designated entity shown in the **SCHEDULE**.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4293036 - 01

Effective Date: 11/01/2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	30*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 4293037 - 01	Effective Date: 11/01/2024

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	90*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2024 Policy No. WC 4293035 - 01

Endorsement No.

Insured HFW Group, LLC

Premium \$

Insurance Company Zurich American Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2024

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 to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Leslie Babcock PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: lbabcock@holmesmurphy.com														
INSURED InVision Architecture, LLC PO Box 1800 Waterloo, IA 50704-1800	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance	37885	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1520122986** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			DPR5029604	6/1/2024	6/1/2025	Per Claim Aggregate 3,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 24117 Van Meter Public Library, Police Station and Firestation

CERTIFICATE HOLDER

CANCELLATION

City of Van Meter 310 Mill Street Van Meter IA 50261	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Agenda Item #19

Discussion and Possible Action:

Resolution #2025-11 Approving an Amendment to the Agreement for Professional Services – Veenstra & Kimm – Water Main Replacement

Submitted for: **Discussion and Possible Action**

The City entered into an Agreement for Professional Services – Veenstra & Kimm – Water Main Replacement on March 11, 2024. Information is included regarding the need for an amendment.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-11 Approving an Amendment to the Agreement for Professional Services – Veenstra & Kimm – Water Main Replacement**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ GroImus _____ Pelz _____ Westfall _____

RESOLUTION #2025-11

"A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER MAIN PROJECT ENGINEERING WITH VEENSTRA & KIMM, INC."

WHEREAS, the City of Van Meter is undergoing a water main replacement project, and

WHEREAS, the City Council directed the City Engineer to prepare an agreement for professional services for engineering; and

WHEREAS, the City Administrator recommended the approval of the Agreement for Professional Services and Council approved the agreement on March 11, 2024; and

WHEREAS, the proposed amendment provides for Construction Services for the project; and

WHEREAS, the City Administrator has reviewed and recommends approval of the amendment; now

THEREFORE, BE IT HEREBY RESOLVED, that the Van Meter City Council hereby approves the Amendment to An Agreement for Professional Services for Water Main Project Engineering with Veenstra & Kimm, Inc.

BE IT FURTHER RESOLVED, the Mayor, the City Administrator and the City Clerk are here by authorized to execute this agreement on behalf of the City effective January 13, 2025.

Passed and Approved this 13th day of January 13, 2025

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

January 6, 2025

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 PHASE 1
FIRST AMENDMENT TO AGREEMENT

Per our discussions, enclosed are two copies of the First Amendment to Agreement for professional engineering services for the Water Main Replacement Phase 1. The Amendment provides construction services for the project.

Please review the first amendment to agreement for professional engineering services for the Water Main Replacement Phase 1 project. If the Agreement is satisfactory, please arrange for execution of both copies of the document and return one signed copy to this office.

We appreciate the opportunity to continue our relationship with the City of Van Meter through this project for the community and we look forward to working together with you on this project.

If you have any questions regarding this Agreement, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Randy Johnson". The signature is fluid and cursive.

Randy M. Johnson

RMJ
193
Enclosure

FIRST AMENDMENT TO AGREEMENT

**CITY OF VAN METER, IOWA
WATER MAIN REPLACEMENT PHASE 1
PROFESSIONAL ENGINEERING SERVICES**

FIRST AMEDMENT TO AGREEMENT, made this ____ day of January, 2025 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, in an Agreement dated March 11, 2024, the City retained the services of the Engineers to provide design engineering services for the construction of new water mains in the older part of the City referred to as **Water Main Replacement Phase 1, or Project**, and;

WHEREAS, the Engineers have completed the design of the project, and

WHEREAS, the City has requested bids for construction of the project, and

WHEREAS, the City opened contractor's bids on December 4, 2024, and

WHEREAS, the City awarded a construction contract to the lowest responsive and responsible bidder, United Utilities & Excavation, LLC, at the December 9, 2024, City Council meeting, and

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

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the Agreement dated March 11, 2024 be amended by the following additions, deletions and modifications to wit:

1. Under "**16. COMPENSATION**" delete Paragraph "c" in its entirety and insert the following:
 - "c. The total fee for engineering services for Water Main Replacement Phase 1 project during construction as set forth in **10. RECORD DRAWINGS, 11. CONSTRUCTION ADMINISTRATION SERVICES, and 13. FINAL REVIEW** shall not exceed the sum of Twenty-Four Thousand Nine Hundred Dollars (\$24,900).
 - d. The total fee for engineering services for Water Main Replacement Phase 1 during construction as set forth in **12. RESIDENT REVIEW SERVICES** shall not exceed the sum of Fifty-Eight Thousand Four Hundred Dollars (\$58,400). The fee for resident review services is based on a maximum of five hundred sixty (560) hours of resident review based on standard hourly fees.

- e. The maximum fee for engineering services during construction shall be based on providing services during the original construction contract period provided to the construction contractor. Services set forth under the compensation level in this part of the Agreement shall not include services beyond the contract completion date. Services beyond the original contract completion date, whether extended by the City or by the construction contractor, shall be considered Extra Work.”

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

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____

Agenda Item #20a

Discussion and Possible Action:

Resolution #2025-12 Adopting the 2025 City of Van Meter Employee Handbook

Submitted for: **Discussion and Possible Action**

The City adopted the 2024 Employee Handbook in May of 2024. Certain changes were needed including an updated Organizational Chart, addition of employee definition pertaining to volunteer fire members, updates to the holiday schedule & pay structure, and relating to wage increases for FY26 and FY27 as discussed in prior Council workshops.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-12 Adopting the 2025 City of Van Meter Employee Handbook**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution #2025-12

“A Resolution to Adopt the 2025 Employee Handbook”

Whereas, City Staff performed a comprehensive review of the Employee Handbook, and

Whereas, City Staff proposes certain changes including but not limited to adjustments to holiday schedule & pay structure, wage increases, and organizational chart to the Employee Handbook originally approved in 2024; and

Whereas, the City Administrator recommends the approval of this request, now

Therefore, be it resolved by the Van Meter City Council approves the 2025 Employee Handbook.

Passed and approved this 13th day of January, 2025.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk



Employee Handbook

20254 Version

WELCOME TO THE CITY OF VAN METER, IOWA

To Employees of Van Meter:

The most important resource to the City of Van Meter is its employees. An interesting and challenging experience awaits you as an employee of the City of Van Meter, Iowa. The City provides diverse services to the citizens of Van Meter and the surrounding community. Each of us shares in the responsibility of making Van Meter a pleasant and safe place to live.

This handbook has been prepared to answer some of the questions you may have concerning the City and its policies. Please read it thoroughly and retain it for future reference. The policies stated in this handbook are subject to change at the discretion of the City Council, as are all other policies, procedures, benefits, or programs of the City. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask your supervisor or the City Administrator for assistance.

The contents of this handbook are presented as a matter of information only. This handbook does not, either by itself or in conjunction with any other City documents, policy, procedure, practice, or verbal statement, create an employment contract, express or implied, provide or guarantee employment for any period of time or that employment will be terminated only upon or after certain conditions have been met or have occurred. Bargaining unit agreements govern in the event of a conflict between these policies and the terms of the bargaining agreement.

While it is the hope of the City Council that your employment with the City will be a long and rewarding period for you, it is the policy of the City that all employees are employed "at will," and can be terminated at any time with or without cause or prior notice, unless otherwise required by law. All statements contained in this handbook shall be interpreted to be consistent with this employment-at-will relationship and the requirements of law. No elected official, manager, supervisor, co-employee, or other representative or agent of the City has any authority to modify the "at will" status of any employee unless the modification is expressly made in writing and has been specifically approved in writing by the City Council. Whenever the policies or language of this handbook are in conflict with those of a collective bargaining agreement or any other employment contract, the policies, terms, conditions and language of the collective bargaining agreement or employment contract supersede those of this handbook.

Welcome and congratulations on your employment with the City of Van Meter. It is our sincere hope that you are successful in your position and that your employment relationship with the City of Van Meter will be a long and rewarding experience.

Joe Herman
Mayor

Table of Contents

Introduction

Equal Employment Opportunity

Compensation

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Employee Benefits

Employee Policies

Occupational Safety & Health

Grievance Procedures

Introduction

PURPOSE

The contents of this employee handbook are presented as a matter of information only. It is not a contract, expressed or implied. While the City of Van Meter believes wholeheartedly in the plans, policies, and procedures described here, they are not conditions of employment. The City reserves the right to delete from, add to, and / or revise the employee handbook at any time. Although the hope is that your employment relationship with us will be long term, your employment is “at will”, meaning either you or the City of Van Meter may terminate this relationship at any time, for any reason, with or without notice.

WHO IS COVERED BY THIS HANDBOOK?

This employee handbook applies to all full-time regular and part-time employees as well as seasonal/temporary employees who work for the City of Van Meter. The City will mention from time to time when a policy or practice may be the same or slightly different for employees who are working under contract terms, or employees working under a collective bargaining agreement. Whenever the policies, terms, conditions or language of this handbook are in conflict with those of a collective bargaining agreement or any other employment contract, the policies, terms, conditions and language of the collective bargaining agreement or employment contract supersede those of this handbook.

HOURS OF OPERATION

Given the diversity and complexity of the services provided and competing demands for staff resources the City’s hours of operation may differ from department to department and may be subject to change at the discretion of each department head. However, consistency is encouraged so as to establish a normal pattern that can be understood by the layperson and general public.

City Hall shall be open to the public during the following hours unless otherwise authorized by the City Administrator and posted to the office door. There may be times in which City Hall is closed for training or closed to the public in order to complete time sensitive work.

Monday – Thursday	8:00am – 5:00pm
Friday	8:00am – 1:00pm, appointments by request

Van Meter Public Library Hours are set by the Library Board of Trustees and notice of the hours of operations will be provided through the Library’s website.

WORK SCHEDULE

All employees shall be scheduled to work a regular work schedule and each non-management employee shall have an established start and end time. No on call time or activities unless authorized by the Department Head or City Administrator. Except for emergency conditions or specific Department procedures, permanent changes in work

schedules by Department Heads or City Council shall only occur after allowing fourteen (14) days prior written notice to employees.

Depending on the Department, the normal workday shall be eight (8) hours, excluding a meal period, within a twenty-four (24) hour period as defined by the Department’s operating requirements. When mutually agreed upon between a supervisor and employee, a supervisor may institute a flexible schedule different from the normal workday/workweek as set herein, provided that such scheduling is cost-effective and compatible with the employee’s designated work area. A meal period is normally scheduled for thirty (30) minutes of unpaid time. However, exceptions may occur with supervisor approval. Each employee may take a 15-minute rest break in the morning and another in the afternoon. The direct supervisor is responsible for determining when and where employees take rest breaks. Rest break time does not accrue, if unused it is lost.

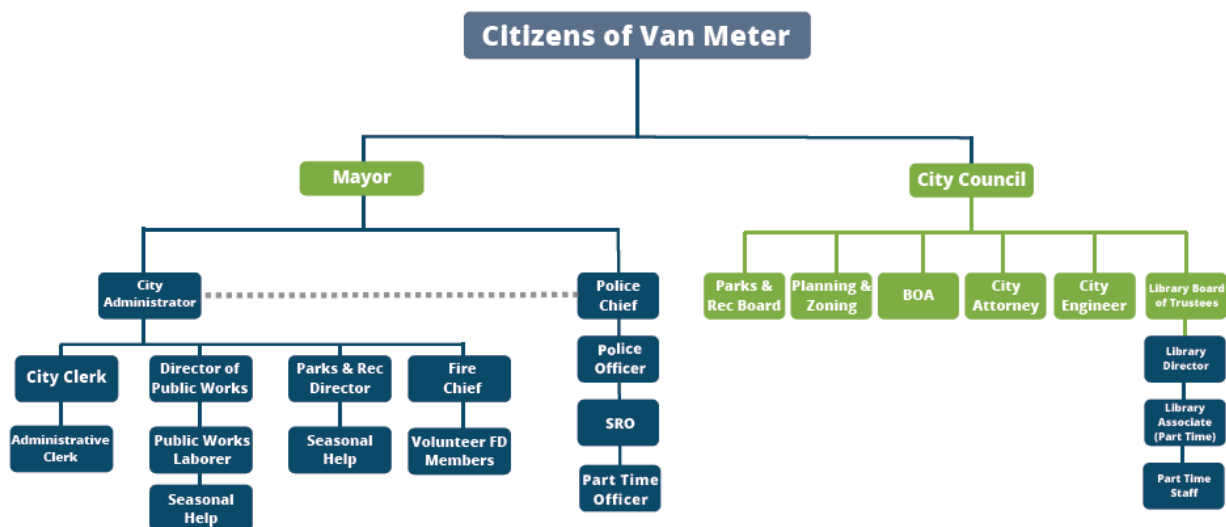
ORGANIZATION AND RESPONSIBILITIES

1. Department Heads/Managers

- a. Department Heads (also called managers) are appointed by the Mayor & approved by the City Council and are responsible for the efficient operation of their Departments. Department Heads are responsible for the impartial and equitable administration of City policies and Departmental directives. They are also responsible for encouraging all employees to actively participate in a cooperative management process.

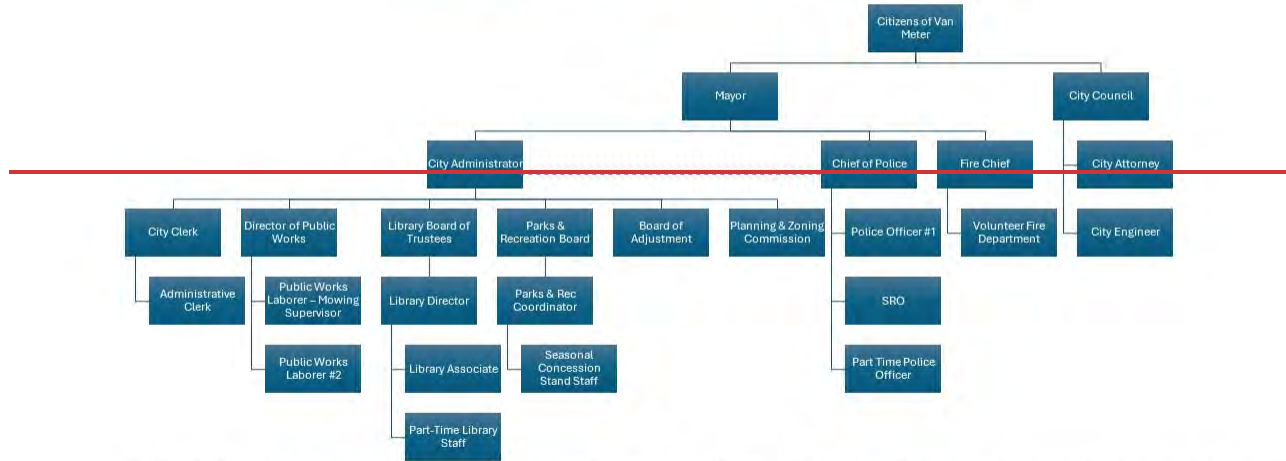
2. Employees

- a. Each employee is responsible for performing the duties of his or her position as described in the applicable job description.



--- Chapter 21.02 Administrative Responsibility- The City Administrator is directly responsible to the Mayor and the City Council for the administration of municipal affairs as directed by that body. All departments of the City, except the City Attorney and Police Chief, shall report and be responsible to the City Administrator. The Police Chief shall report to the Mayor, and the City Administrator shall supervise and direct the daily operations of the Police Department as delegated by the Mayor. All departmental activity requiring the attention of the Council shall be brought before the Council by the City Administrator and all Council policy concerning administration shall be coordinated through the City Administrator.

-Roles in green indicate elected and/ or appointed positions.
 -Roles in dark blue indicate paid employees.



---- Chapter 21.02 – Admin Responsibilities – The City Administrator is directly responsible to the Mayor and the City Council for the administration of municipal affairs as directed by that body. All departments of the City, except the City Attorney and the Police Chief, shall report and be responsible to the City Administrator. The Police Chief shall report to the Mayor, and the City Administrator shall supervise and direct the daily operations of the Police Department as delegated by the Mayor.

Equal Employment Opportunity

The City of Van Meter is an equal opportunity employer and is committed to fair and equal treatment of all employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, ancestry, national origin, status as a United States Military Veteran or special disabled veteran in accordance with applicable federal laws, disability, or any other protected classification under applicable federal, state, or local law.

The Equal Employment Opportunity Officer for this organization shall be the duly elected Mayor. The Mayor has the power to delegate such duties and may, from time to time, do so. The EEO Officer shall be responsible for interpreting, initiating, and justifying the City’s activities in this program as they relate to City policies, including contract compliance.

The City is committed to administering all personnel actions in compliance with federal and state regulations. This policy prohibits unlawful discrimination and applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. The City encourages all employees to take advantage of opportunities for promotion as they occur.

Compensation

Pay Plan

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. The City competes for a talented, dedicated workforce in the same labor market as private sector employers. Accordingly, the City frequently assesses the labor market in order to determine the competitiveness of employee pay plan. We offer a competitive total compensation package and a work environment where employees can feel good about their contribution to improving the community where they work.

Each job classification shall be assigned to the appropriate salary range. Newly appointed employees will normally start at a rate of pay commensurate to their qualifications. Generally, step increases in pay, if applicable, will occur at the beginning of each fiscal year.

Wage Increase Policy

The following personnel shall be responsible for recommending wage increases within the budgeted wage guidelines set by the City Council:

1. Department Heads for Department Employees.
2. City Administrator for Department Heads.
3. The Library Board for the Library Director and Library staff.

All recommendations, except those of the Library Board, will be forwarded to the City Administrator for review. The City Administrator will in turn forward the recommendations to the City Council for final action by resolution.

JOB CLASSIFICATION

The job classification plan shall consist of the various classification titles as approved by the City Council. The plan shall be administered by the City Administrator to ensure that the job class specifications are accurate and current.

For purposes of salary administration and eligibility for overtime payments and employee benefits, the City classifies its employees as follows:

1. **Full-time regular employees:** Employees hired to work the City's normal 40 hour workweek on a year-round regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
2. **Part-time regular employees:** A part-time regular employee is an employee who is regularly scheduled to work year-round with a maximum of 30 hours. This definition does not include seasonal or temporary workers, or volunteer paid members of the fire department. Such employees may be "exempt" or "nonexempt" as defined below.

3. **Part-time seasonal employee:** Employees who are hired to work on a seasonal basis not exceeding seven months in each calendar year. Part time seasonal employees may be scheduled to work up to 39 hours per week. However, part-time seasonal employees are not eligible for benefits.

4. **Part-time recreational employee:** Employees who are hired to work on a seasonal basis not exceeding six months in each calendar year at a City-operated recreational facility. Part-time recreational employees are not eligible for benefits.

5. **Limited Part-time employee:** An employee who works a limited or variable amount of hours equaling less than 20 hours per week, in a position of indefinite duration. This definition **does** include members of the volunteer fire department members, but is not limited to those members only.

5.6. **Volunteer:** An individual who agrees to perform services for the City and does not receive compensation therefore. Certain volunteers, however, depending on circumstances, may be entitled to reimbursement of expenses, a nominal stipend to assist in the performance of volunteer services, and reasonable limited benefits (such as coverage by workers' compensation insurance).

6.7. **Nonexempt employees:** Employees who are required to be paid overtime at the rate of time and one half (i.e., one-and-one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable state and federal wage and hour laws.

7.8. **Exempt employees:** Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Employees will be informed of their initial employment classification as an exempt or nonexempt employee during their orientation session. If an employee change positions during their employment as a result of a promotion, transfer, or otherwise, they will be informed by the City Administrator of any change in their exemption status.

Pay Periods

All City employees are normally paid by ACH on a bi-weekly basis, usually after 10:30 a.m. on the Friday following the end of the pay period on the preceding Sunday. If a scheduled payday falls on a City-observed holiday, employees will be paid on the day preceding the weekend or holiday. Time sheets will be turned in to the payroll clerk on Monday morning following the end of a pay period on Sunday.

All required deductions from employees' gross wages, such as for federal, state, and local taxes, and matching Social Security payments, will be computed by a government tax guide table. Employees are subject to withholding under the Iowa Public Employees Retirement System (IPERS), in accordance with the administrative rules and guidelines

promulgated by the Iowa Department of Employment Service. All authorized deductions will be withheld automatically from employee paychecks.

Employees should review their bi-weekly pay stubs. If a mistake is found, report it to the City Clerk immediately. The City Clerk will assist in taking the steps necessary to correct the error.

Direct Deposit

Automatic Deposit of paychecks is mandatory for all employees. The paycheck funds will be available in the designated employee account by mid-morning the Friday following the end of a pay period on the proceeding Sunday.

Wage Garnishments

We expect our employees to meet their financial obligations. Wage garnishments against an employee's salary cause extra work, time, and expense for the City. We will work with any local, county, or state agency as required by law, but encourage employees to work towards preventing wage garnishments.

Longevity Pay

Longevity shall be paid in the amount of \$10.00 per month for each month employed after five (5) years consecutive employment. Longevity shall be paid as a 2nd paycheck (only subject to taxes & IPERS withholding) during the last pay period of November of each year. Example: 10 years of employment = \$10.00 x (12 months x 10 years) = \$1200

Leave Benefits: With and Without Pay

Unpaid Leave

Full-time regular and part-time regular employees may ask their department director for an absence without pay after six months of service with the City of Van Meter. The request shall be submitted in writing indicating the reason and length of time of absence. While an employee is on unpaid leave, benefits will not continue to accrue.

Paid Holidays

The City provides paid time off to all full-time regular ~~and part-time regular~~ employees on the following holidays:

1. New Years Eve Day, December 31
2. New Years Day, January 1
- ~~3. Friday before Easter~~
- ~~4.3.~~ _____ Memorial Day, the last Monday in May
- ~~5.4.~~ _____ Independence Day, July 4
- ~~6.5.~~ _____ Labor Day, the first Monday in September
- ~~7. Veteran's Day, November 11~~
- ~~8.6.~~ _____ Thanksgiving Day, the fourth Thursday in November
- ~~9.7.~~ _____ Friday after Thanksgiving Day
- ~~10.8.~~ _____ Christmas Eve, December 24
9. Christmas Day, December 25
10. Floating Holiday #1
11. Floating Holiday #2

If a holiday falls on a part-time regular employee's regularly scheduled workday, and they do not have the opportunity and availability to make up the time, they shall be paid pro rata for these holidays based on the number of hours they would normally have been scheduled to work, if any, had the day not been a holiday.

Full-time regular employees shall be paid for each of the holidays set forth in this section occurring during the period in which they are in paid status. ~~An employee required to work on a recognized paid holiday shall be granted compensatory time off at the rate of their regular hourly rate for all hours worked.~~ Holiday pay will be at the employee's normal pay for the day on which he/she would have been scheduled to work.

Non-exempt employees who are required to work on any of the holidays listed above shall be paid at a rate of 1.5x the employees' base rate of pay for all hours worked on the observed holiday. Exempt employees who are required to work on any of the holidays listed above will be allowed to observe the holiday on a different day, approved by their supervisor.

All full-time employees shall be awarded sixteen (16) hours of Floating Holiday time annually on July 1. Floating Holiday time may be taken at the employee's request as approved by their supervisor. Any floating holiday hours remaining on June 30 each year will be forfeited. Floating Holiday time will not be carried over. New Hires will receive pro-rated Floating Holiday hours based on a pro-rated rate upon hire.

An employee on layoff or unpaid leave is not eligible for holiday pay.

If an employee is on a paid leave of absence, and the holiday occurs during the leave, the holiday will not be counted as part of that leave of absence.

Paid holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

Paid Personal Time Off (PTO)

Because we recognize the importance of personal time in providing the opportunity for rest, recreation, and personal activities, the City grants annual, paid personal time off to its full-time regular employees. PTO is to be used for sick time as well as vacation time. The amount of PTO to which an employee is entitled depends on their length of service as of their anniversary date. PTO leave shall be accrued as follows:

Years of Service	Hours	Annual Days
0 to 2	120	15
2+ to 10	160	20
10+ to 18	200	25
18+ to 25	240	30
25+	280	35

An employee will be eligible to take PTO once it accrues on the payroll record or as approved by the City Administrator.

PTO shall be granted at the beginning of the Fiscal Year, which begins on July 1st. New hires will be granted PTO at a pro-rated amount according to the Hire Date within the Fiscal Year, but PTO cannot be used until after the new hire's 90-day probationary period. PTO must be used in minimum increments of one-quarter (.25) hours. Part-time, seasonal and volunteers shall not receive PTO.

Family & Medical Leave Act

In accordance with the Family and Medical Leave Act (FMLA) of 1993, it is the policy of the City to grant up to twelve (12) works weeks of family medical leave during a single twelve (12) month period to eligible employees or twenty-six (26) work weeks of leave during a single twelve (12) month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, child,

parent or next of kin. The leave year will begin the first day the eligible employee is absent from work on FMLA approved leave.

To be eligible for Family & Medical Leave, an employee must:

- have been employed by the City for at least (twelve) 12 months, and;
- have worked for at least 1,250 hours during the (twelve) 12 month period immediately preceding the commencement of the leave.

The employee must submit a request for FMLA and be taking the leave for one or more of the following reasons:

- for the birth and care of a newborn child of an employee.
- for placement and care of a child with the employee for adoption or foster care.
- to care for a spouse, child or parent with a serious health condition.
- for the employee's own serious health condition that makes the employee unable to perform the functions of his or her position.
- for qualifying emergency leave for families of members of the Armed Forces when the covered military member is on active duty or called to active duty in support of a contingency operation to a foreign country or international waters.
- to care for an ill or injured service member.

During FMLA leave, an employee must use any PTO and compensatory time which they have accrued. However, an employee may request to go on unpaid leave once they reach a balance of 40 unused PTO hours. All accrued compensatory time must be used prior to requesting unpaid leave.

The use of PTO and compensatory time occurs simultaneously with FMLA leave and cannot be used to extend or substitute for FMLA leave. For leaves taken because of the employee's or covered family member's serious health condition, the employee may be required to submit a completed "Certification of Health Care Provider" form and return the certification to the Human Resources Department.

The employee will be required to reimburse the City for any premiums paid during FMLA leave if the employee does not return to work for a minimum of 30 calendar days, unless the employee cannot return to work due to the continuation of a serious health condition of the child, spouse, parent or employee or due to the circumstances beyond the control of the employee but related to the FMLA leave.

Leave due to a Medical Condition or Procedure

The City also has a return-to-work program to provide guidelines for employees who has missed work due to a medical condition or procedure. Please contact the City Clerk for return-to-work information.

Pregnancy Leave

Employees not eligible for FMLA leave who are temporarily disabled because of pregnancy or related medical conditions are entitled to unpaid leave for the period of temporary disability or for eight (8) weeks, whichever is less.

Lactation

The City of Van Meter will provide reasonable break time for an employee to express breast milk for the employee's nursing child for up to one year after the child's birth. The City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary, and the employee must communicate with the employee's supervisor regarding the timing of breaks.

PTO Carryover

An employee may carry over a maximum of forty (40) hours of unused PTO into the following Fiscal Year.

Pay in Lieu of PTO

No payment will be made in lieu of PTO, except at the time of the employee's termination of employment with the City.

Employees terminating employment with the City for any reason are entitled to payment for his/her earned, unused PTO up to 80 hours, as long as the City is provided with written notice at least 14 calendar days prior to the effective date of termination/resignation, the employee continues employment duties through the date of termination/resignation and the employee returns all City issued/owned property by the date of termination/resignation OR if by written recommendation to pay out PTO by the City Administrator to the Mayor with City Council approval . If any employee does not work through the required period OR does not return all City issued/owned property, earned/unused PTO will not be paid to the employee.

Holiday within PTO Period

If a holiday observed by the City falls within a scheduled PTO period, and the employee is regularly entitled to the holiday, the holiday will not be counted as part of the PTO time.

PTO Scheduling

PTO requests shall be granted within a department on a first come, first served basis, with consideration of the staff coverage needs for each department. PTO requests must be submitted on the City approved request form, approved & signed by the employee's supervisor, and turned into the City Clerk prior to the next pay period. PTO leave shall not be granted for a period longer than two (2) consecutive weeks unless approved by the Mayor after discussion with the City Administrator.

OVERTIME & COMPENSATORY TIME

Exempt (Salary) Full Time Employees. Exempt employees shall not receive overtime compensation in the form of pay for hours worked more than forty (40) hours per week. However, all employees are required to track their time on a regular basis. Exempt Employees shall be eligible for Administrative Time (pending a satisfactory employment review) for excessive hours worked. The intent of Administrative Time is not to provide hour for hour time off, but rather to allow management the flexibility to recognize employees who work extra hours to provide services. During the first pay period in January of each calendar year, the City Clerk will issue exempt employees a 2nd paycheck (only subject to taxes & IPERS withholdings) equivalent to the total number of hours (limited to no more than 240 in a calendar year) worked during the prior calendar year x \$2.50. Example: 2080 Regular Hours + 200 hours = 2280 hours x \$2.50 = \$5700 less applicable taxes & IPERS.

Non-Exempt (Hourly), Full-Time Employees. All non-exempt employees who work in excess of forty (40) hours in any workweek shall be granted compensatory time off (one and one-half [1 ½] hours off for each hour of overtime worked). Paid leaves, PTO time, and holidays shall count as working time for the purpose of determining paid overtime as tracked on the employee's time sheet. Time sheets shall reflect banked compensatory time. Compensatory time may only be accumulated to 240 hours. The City reserves the right to require non-exempt employees to take cash payments rather than earn compensatory time. Non-exempt employees may request a payout of accumulated compensatory time with two weeks' notice provided to the City Clerk. The City Clerk will issue a 2nd paycheck during the next payroll for the payout of accumulated compensatory time. Compensatory time may not be carried into a new fiscal year. Accumulated compensatory time due to a non-exempt employee shall be paid out as a 2nd check during the last pay period of the fiscal year.

Military Leave

Employees who are members of the National Guard or on the Reserve List of any branch of the Federal Armed Forces and are required to attend training camp will be annually allowed five (5) workdays of paid military leave and the employee's normal PTO allotment. Additional military leave shall be without pay or may be taken as PTO.

Payment for the first week of military leave shall be computed on the same basis as PTO pay.

1. To be entitled to the benefits of this section, an employee must present his/her immediate supervisor with a copy of their orders calling for attendance at the training and said orders must be attached to the time sheet.
2. Military leave is calculated on a military fiscal year (October 1 through September 30).

Bereavement Leave

If a full-time regular or part-time regular employee has a death occur, the employee will be compensated for time lost from their regular work schedule in accordance with the guidelines below. If a death occurs during an employee's scheduled PTO, additional PTO

day(s) may be granted to make up for those used for bereavement leave. An employee may utilize PTO or personal leave to supplement bereavement leave.

- *Death of a Spouse, Party to a Civil Union, Domestic Partner, or Child*
Upon the death of an employee's spouse, party to a civil union, domestic partner, or child, the employee may request, and the Department Head or his/her designee may grant bereavement leave of up to ten (10) working days immediately following such death without loss of pay.
- *Death of Parent or an Immediate Family Member*
Upon the death of an employee's parent or upon the death of an immediate family member not otherwise mentioned above (such as brother, sister, father-in-law or mother-in-law, parents of parties to a civil union or domestic partners, grandparent), the employee may request, and the Department Head or his/her designee may grant bereavement leave of up to five (5) working days immediately following such death without loss of pay.
- *Other*
Upon the employee's request, the Department Head or his/her designee may grant up to one day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

Jury Duty

An employee summoned to jury duty will be excused from his/her normal work schedule for the period necessary to perform such duty. The employee shall immediately report for work if the jury is excused from duty during working hours. An exception is an employee working on a shift that has not had at least a six (6) hour rest period, exclusive of one-half (½) hour travel time to and from work before the commencement of his/her shift. An employee required to serve on a jury and thus be absent from regular duty shall be paid 100% of regular base pay by the City upon presenting proof of jury service.

Under no circumstances shall an employee be eligible for receipt of jury pay and City pay simultaneously. To be excused from work for jury duty, an employee must present to his/her supervisor a copy of the letter from the court requiring the employee's appearance and a copy of the letter must be attached to the employee's timesheet.

Voting Leave

Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the employee's work hours to allow the employee to vote.

Performance Appraisal

Performance evaluations will give you an opportunity to discuss your development with your supervisor. To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. This will allow you to know where you stand in relation to the job requirements. Each director is responsible for the timely and proper completion of an employee performance review and evaluation report.

Performance reports shall be made on the standard form provided by the City Clerk or City Administrator and must be submitted at the specified times:

1. At the end of the probationary period.
2. Annually, no later than ~~November 30~~December 15 of each calendar year

~~For FY25, each employee will receive a~~An annual Cost of Living Allowance pay increase equal to the lesser of COLA % as set by the Social Security Administration or 3% effective ~~July 1, 2025, may occur July 1st of each year pending a satisfactory performance evaluation.~~ A merit based increase may occur effective ~~during the pay period~~January 1, 2026 after a performance evaluation based on the recommendation of the Department Head to the City Administrator and presentation & approval of the City Council. All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also consider your conduct, demeanor, and record of attendance and tardiness.

~~For FY26, each employee will receive a~~ Cost-of-Living Allowance pay increase equal to the lesser of COLA % as set by the Social Security Administration or 3% effective January 1, 2027. A merit-based increase may also occur effective January 1, 2027 after a performance evaluation based on the recommendation of the Department Head to the City Administrator and presentation & approval by Council. Subsequent fiscal years will follow the same schedule as FY26 with all pay increases effective January 1.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

A new police employee will be evaluated every year. The first year for a new police officer includes successful completion of an approved Law Enforcement Academy. The Iowa Law Enforcement Academy shall determine whether a cadet is approved.

In the event the supervisor does not complete timely performance appraisals, it is the employee's responsibility to bring this to the attention of the supervisor. If the appraisal is not done within ten days after the employee's complaint, the employee shall bring the

matter to the attention of the City Administrator or, in the case of the police department, the Mayor.

Employee Benefits

The City has established a variety of employee benefits programs designed to assist eligible employees and their dependents in meeting the financial burdens that can result from illness, disability, and death, and to help you plan for retirement, handle job-related or personal problems, and enhance your job-related skills.

This section of the handbook highlights some features of our benefits program. Our group health, dental, disability, and life insurance programs are described more fully in summary plan description booklets, with which you are provided once you are eligible to participate in these programs. Complete descriptions of our group health insurance programs are also in the City's master insurance contracts with insurance carriers, which are maintained by the City Clerk.

The City reserves the right to amend or terminate any of these programs or to require or increase employee premium contributions toward any benefits with or without advance notice, and at its sole discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of the City's benefits programs, the respective plan administrator will draft and submit the amendment to the City's personnel committee for review and approval. The respective plan administrator will notify plan participants of all approved amendments or plan terminations. Current union negotiated agreements may dictate status of plan renewals or changes and may cover all employees whether or not the employee is enrolled as a union bargaining member.

Insurance

The City makes group insurance available for full-time regular employees and their families. The program is constantly being reviewed to provide a cost-effective foundation upon which you can build the security and well-being required for you and your family. The following is a brief outline of the coverage provided:

1. Hospital/Medical
2. Dental
3. Vision
4. Life Insurance
5. Accidental Death & Dismemberment
6. Long Term Disability
7. Short Term Disability
8. Flexible Spending Account

COBRA

By law the City must offer continuation of health coverage to full-time regular employees and dependents under certain termination-of-employment situations. Please contact the City Clerk for a summary of your rights and obligations under the law.

Flexible Spending Account

Eligible full-time employees may also contribute pretax dollars to a flexible spending account to pay medical costs not covered by insurance and/ or dependent care expenses. Enrollment is for a calendar year and the employee' s pre-tax deductions will take place twenty- six (26) pay periods.

Retirement

Eligible employees participate in the Iowa Public Employees Retirement System (IPERS). All pension benefits and payroll deductions are subject to the requirements of the IPERS pension fund. **Chapter 97B of the Code of Iowa** mandates the City's participation in IPERS.

Employee Assistance Program

The City provides a confidential Employee Assistance Program (EAP) to all regular full-time employees and their dependents. Initial counseling and referral services are confidential and are provided at no cost. Counselors are available 24 hours a day, seven days a week, and they provide services in areas such as marital, emotional, legal, alcohol/ drug, financial, family and a wide variety of other topics. If problems do arise, the EAP can help! If you need it, please use it. Please see the City's EAP policy at City Hall for more information.

Length Of Service Award

The City appreciates and recognizes the importance of your continuing service with the City. All employees will be presented a Service Award commemorating your service after your 5th, 10th, 15th, 20th, 25th and 30th years of employment with the City.

Employee Training

The City encourages its full-time regular employees to attend conferences, seminars and training sessions of benefit to the employee in enhancing job performance, skills and knowledge.

A request for approval to attend conferences, seminars or training sessions must be submitted on proper forms and signed by the Department Head and provided to the City Administrator.

Professional Development / Licenses And Certifications

The City encourages full-time regular employees to improve their knowledge, abilities, and skills.

The City Administrator or department head may approve other professional development seminars (i.e., certification, CEUs, etc.) without City Council approval. Department heads will set training/professional budgets on a fiscal year basis with the oversight of the City Council.

The City may provide additional compensation to an employee's base rate of pay for obtaining and maintaining certain licenses and certifications pertaining to an employee's job duties. Upon review & recommendation from the Department Head and approval of the City Administrator, an employee will receive additional compensation beginning the following pay period.

Clothing Allowance

Department heads will set uniform allowance budgets on a fiscal year basis with the oversight of the City Council.

Travel & Expense Reimbursement

An employee, member of the City Council, or the Mayor shall submit on a form provided by the City a request for reimbursement of expenses incurred as a result of undertaking travel for or due to activities undertaken on behalf of the City, which shall include an itemization of the expenses. Receipts shall be obtained for all expenditures.

Reimbursement is limited to expenses incurred and subject to the following requirements:

All meal expenses must be itemized on the form provided by the City for each meal and each day.

1. Personal expenses shall be paid by the individual and shall not be reimbursable by the City.
2. Expenses shall be reasonable and consistent with the trip's location and subject to the Mayor's approval.
3. Expenses shall be reimbursed for meals, transportation, communication charges, lodging, and other expenses directly related to the activities of the City.
4. Meal & Incidental Expenses shall not exceed \$59 per day.
5. Reimbursement for using a personal automobile shall be based on the standard mileage rate as determined by the Internal Revenue System.
6. Reimbursement for lodging shall be limited to a reasonable amount within the community in which the costs were incurred. Governmental rates should be requested at hotels/motels which offer such rates.
7. Employees, members of the City Council, and the Mayor shall be entitled to reimbursement for reasonable meal expenses while traveling or participating in meetings on City business. Reimbursement shall be limited to the actual cost incurred upon submitting an itemized receipt.
8. Employees, members of the City Council, and the Mayor shall not be entitled to reimbursement for the cost of alcoholic beverages.

An employee, member of the City Council, or the Mayor may receive a travel advance under the following conditions:

1. a written or verbal request has been submitted in advance.
2. the travel requires that the individual be out of town overnight; and
3. the estimated travel expenses exceed \$10

Employee Policies

Job Vacancy & Recruitment

The City of Van Meter recruits the most qualified persons regardless of race, sex, sexual orientation, gender identity, color, religion, age, ancestry, national origin, disability, or any other protected classification under applicable federal, state, or local law.).

The City Administrator, in consultation with the Department Heads, determines whether each job classification is an open or promotional vacancy. Typically, promotional job classifications are those in which employees in a lower classification would gain the experience to qualify.

Post-offer, pre-employment physicals may be required upon hiring for any City positions and employment physicals for continuing employment or for promotions may be required.

Job Posting

The City of Van Meter, in its employment efforts, will post a notice in all departments, the City Website and the City Facebook page for a period of ten (10) days.

Reasonable Accommodations

When requested, the City of Van Meter will make reasonable accommodations for a disability unless the accommodations would impose an undue hardship on the City. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodations.

The feasibility of reasonable accommodations shall be determined on a case by case basis taking into consideration the employee's specific physical or mental impairment, the essential functions of the job, the work environment and the ability to provide the accommodations.

Pregnancy Workers Fairness Act

As required by the federal Pregnant Workers Fairness Act (PWFA), the City of Van Meter will provide "reasonable accommodations" to employees with known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, unless the accommodations will cause an undue hardship to the City of Van Meter's operations.

An employee may request paid, if available under other applicable policies, or unpaid leave as a reasonable accommodation, however, the City will not require an employee to take time off if other reasonable accommodations can be provided that will allow the employee to continue to work.

Personnel Records

The City keeps a separate, confidential file for each employee that includes the employment application, experience records, and other pertinent information. These files are used to provide information for payroll deductions, determine eligibility for benefit

programs, pay increases, and other personnel related matters. All information is kept confidential, with only authorized personnel having access to it. An employee may review their file to examine the contents. The employee must do this in the City Clerk or City Administrator's Office in the presence of the City Clerk or City Administrator in order to preserve the security of your information. An employee may not remove any item from the file.

We would appreciate your help in keeping your records up to date. Please contact the City Clerk if you have any change in the following:

1. Name
2. Address / phone number
3. Marital status
4. Beneficiaries
5. Dependents
6. Persons to be notified in the event of an emergency

Iowa law governs the access to City of Van Meter records and information. Please refer to *Chapter 22 (Open Records) of the Iowa Code* for guidance on this matter.

Please note that this policy does not apply to any law enforcement files containing pre-hiring and psychological testing results that are required by law to remain confidential.

Probationary Period

The first ninety (90) days of employment for any new or re-hired employee is considered a probationary period.

Like any other employee, an employee who is currently working during a probationary period can be terminated from employment at any time with or without cause or prior notice during the probationary period. However, termination of employment during a probationary period is without appeal.

The supervisor will discuss with an employee whether he or she has successfully completed the probationary period before the close of business of the last day of the probationary period.

Successful completion of a probationary period does not change an employee's status as an employee at will.

Exceptions

All new police officers shall be subject to a nine (9) month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, his/her probationary period a nine (9) month probationary period from date of hire.

Housekeeping

It is important that work areas are neat and clean. The City needs employee cooperation in meeting the City's objective of making the workplace a pleasant and safe working environment.

Social Media

All employees shall adhere to the City's Social Media policy as adopted by resolution of the City Council.

Outside Employment

The Department Head shall be informed if an employee has outside employment to avoid possible conflict with City of Van Meter employment. If outside employment interferes with the employees' work for the City of Van Meter, the employee will be asked to resign from one or the other position. In some instances, outside work is forbidden by City or state code.

Hiring Of Relatives

It is the policy of the City that applicants who are relatives of full-time or part-time permanent employees shall not be hired in any capacity (exception: part-time firefighters and EMS personnel in the Fire Department) or transferred to any position when such employment:

1. Would result in relatives working in the same department.
2. Would place an employee in a position where direct supervisory control would be exercised over or received from a relative.
3. Would place an employee in a position which would grant access to confidential information concerning actual or potential administrative or disciplinary action to be taken against a relative.

Relative shall mean and include: the spouse of the applicant; persons related to the applicant to within the third degree (inclusive) by consanguinity; persons related to the applicant to within the third degree (inclusive) by affinity, and their spouses, and those persons hereafter enumerated who are step-relatives of the applicant, and their spouses. Those in the following relationships to applicant shall be deemed to be "relatives" of the applicant for purposes of this policy: spouses of such persons; parents, sons, daughters, brothers, sisters, and the spouses of such persons; grandparents, grandchildren, and the spouses of such persons, nieces and nephews, great-grandparents, great-grandchildren, and the spouses of such persons; and persons in the same relationship to applicants spouse as included in the above.

A marriage of two employees within the same department taking place subsequent to hire shall be considered a violation of this policy and shall require the termination of one of the two employees in one of the following ways:

1. Either of the employees may voluntarily resign.

2. The least senior employee shall resign.
3. Either of the employees may be allowed to transfer to another department if a position is available, the employee is qualified, and the approval of the department head is granted. Such termination or transfer shall be effective not later than the date of the marriage.

Gift & In-Kind Contributions

No employee shall directly or indirectly accept or receive any gift or series of gifts, as defined in *Chapter 68B of the Code of Iowa*. A gift or gratuity is defined as an item over two dollars and ninety-nine cents (\$2.99) in value that the City would not consider a business expense. An employee who receives an unsolicited gratuitous gift is encouraged to donate the item to a non-profit organization on behalf of the employees of the City.

Vehicle & Equipment Policy

If use of city equipment is requested for personal use under extenuating circumstances, use must be requested on the City provided form and approved by the City Administrator. Applicable charges or other compensation will be determined. The employee or company is liable for any repairs caused by negligence of the user.

If an employee is required to operate a motor vehicle as part of his or her job duties, that employee must maintain a valid operator's license and be insurable under the City's liability policy as a condition of continued employment.

Patrol Vehicle Use

It is generally understood and expected that officers of the Van Meter Police Department take patrol vehicles home to respond to calls in a timely and immediate fashion. There will be no personal use of City property to include vehicles. Police Officers that live outside of the City of Van Meter may not take patrol vehicles home.

Discipline Policy

The City and its employees agree that discipline should be utilized to enhance work performance of employees and to help employees improve on the job. The following is a list of employee conduct that will result in discipline to the employee, up to and including discharge. This list is for the purpose of illustration only and is not intended to include all actions that will subject an employee to discipline. If an employee violates a City policy, rule, regulation, or work rule, they will be subject to discipline for each type of violation.

1. Theft or willful destruction of property of the City or any employee.
2. Falsifying or supplying false information for the completion of City records.
3. Violating the City's nondiscrimination and/or sexual anti-harassment policy
4. Use of official position for personal advantage or gain.
5. Insubordination or refusing to perform work or reasonable instructions.
6. Possession or use of intoxicants or narcotics on City property.

7. Intentional punching of another employee's timecard or alteration of time card.
8. Stealing property from coworkers, citizens, or the City
9. An employee determined to be an aggressor in a fight on City premises.
10. Conviction of a crime carrying a penitentiary sentence.
11. Reporting to work under the influence of intoxicants or narcotics.
12. Deliberate defacing of bulletin boards, material thereon, walls or other properties of the City or fellow employees.
13. Engaging in excessive, unnecessary, or unauthorized use of City's supplies, particularly for personal purposes.
14. Sabotage, causing damage or destruction of tools, equipment, or other property belonging to the City or fellow employees.
15. Failure to comply with a request of supervisory personnel to submit personal packages being brought onto or out of the work site for inspection.
16. Unauthorized altering or repairing of equipment.
17. Incompetence, inefficiency, or negligence in the performance of duty.
18. Unauthorized operation of equipment or use of material or property of City or fellow employees.
19. Smoking in restricted areas.
20. Willful violation of safety and health requirements.
21. Willful violation of traffic control signals and seatbelts while using City vehicles.
22. Unauthorized parking, excess speed, or other acts of disregard for fellow employees in moving traffic on City property.
23. Unauthorized use of City telephones except in case of emergencies.

This policy establishes broad guidelines designed to achieve fair and equitable treatment of employees. It does not, either by itself or in conjunction with any other City documents, policy, practice, procedure, or verbal statement, create an employment contract, express or implied, or define the employment relationship. It does not establish a rule that requires progressive discipline or create a contract that employment will not be terminated except for certain offenses or only after certain disciplinary steps have been taken or warnings issued. Rather, this policy is intended to outline unacceptable employee conduct during employment and establish guidelines for dealing with employee conduct or work performance that does not meet City standards. It is to serve as a guideline, but should not be interpreted as all-inclusive. The City reserves the right to change this policy from time to time as needs dictate, and to deviate from these guidelines to appropriately address the circumstances of each situation.

The City may apply one or more of the following disciplinary measures, depending on the severity of the violation:

1. Oral reprimand or warning
2. Written reprimand or warning
3. Suspension with loss of pay
4. Demotion
5. Discharge

Absenteeism & Tardiness

The City expects all employees to assume diligent responsibility for their attendance and promptness, as prompt and regular attendance is key to efficient operation of City functions and is an essential function of every employee's job. Frequent unexcused absences or tardiness will not be tolerated and will result in discipline, up to and including termination of employment.

If an employee must be absent because of illness or any other cause, the employee must notify their supervisor by the regularly scheduled starting time or as soon thereafter as possible on each day of the absence unless the employee is granted an authorized medical leave, in which case different notification procedures apply. Failure to properly notify City management results in an unexcused absence.

Employee attendance records will be taken into consideration during performance appraisal review and salary review.

Electronic Communication

Purpose

The purpose of this policy is to provide guidelines regarding the use of the City's electronic communication systems. For purposes of this policy, electronic communication includes, but is not limited to, email, Internet access, voicemail, audio and video conferencing, and facsimile messages. This policy has been adopted to protect City employees who use the electronic communication systems and to protect the City. This policy is applicable to all City employees and officials.

Usage

Employees are encouraged to utilize electronic communication as an appropriate means of communication and research to improve the quality and productivity of employees. Employees shall use these services responsibly and limited primarily to City business purposes. Use of the City's electronic devices and communication systems should not be used for personal purposes except in emergencies.

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the City.

Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized City representative.

Employees who are terminated, laid off, or on an extended leave of absence have no rights to the contents of their email messages and are not allowed to access the electronic communication systems.

Privacy

The City reserves the right to monitor electronic communication without prior notification to employees. Users should have no reasonable expectation of privacy in the use of these resources. All electronic communication systems are subject to all state and federal rules and laws, including the **Electronic Communications Privacy Act of 1986**.

All passcodes and passwords are the property of the City. No employee may use a passcode, password, or voicemail access code that has not been issued to that employee or that is unknown to the City.

To ensure that the use of electronic communication systems and business equipment is consistent with the City's legitimate governmental interests, authorized representatives of the City may monitor the use of such equipment from time to time.

Public Information

Electronic communication is a public record and may be subject to public disclosure in accordance with applicable law.

Security

Generally, email, Internet access, and other electronic communication systems are not secure. This is true for the City's systems as well. Employees using these systems should assume that their messages can be intercepted or monitored by unauthorized persons. Employees using passcodes are required to keep the passcodes confidential as they are responsible for the information a password is designed to protect.

Digital Devices

Authorized Department Heads, the City Clerk and the City Administrator are provided a digital device from the City. These devices are the property of the City, and those employees or officials that are assigned such devices are bound by this Electronic Communication Policy and all other applicable policies.

The devices must be properly maintained, in a clean and working fashion, and not to be exposed to materials or elements that may lead to damage of the devices. If an assigned device becomes damaged, the employee or official must immediately report the damage to the City Administrator.

When a device has been lost, stolen, or damaged, the City shall bear the full cost of repairing or replacing the device. If the device is lost, stolen, or damaged (not including hardware or software system malfunctions) a second time, the City shall bear half the cost of repairing or replacing the device, and the employee or official who has been assigned the device shall bear half the cost. The employee will receive a copy of the invoice showing the actual replacement/repair cost and the cost will be deducted from the employee's next payroll. If the device is lost, stolen, or damaged three or more times (not including hardware or software system malfunctions), the employee or official who has been assigned the device shall bear the full cost of repairing or replacing the device. If the

device is damaged and under warranty, the repair or replacement of the device shall proceed according to the warranty.

Each employee or official must create an individual, dedicated sign-on password for their assigned device and keep it on file with the City Administrator and IT staff. The City will create a password for the employee or official if they do not make one themselves. No employee or official may use a different password or alter their password unless the new password is provided to the City Administrator and IT staff.

The device may only be used by the employee or official to which that device was issued and assigned.

Personal correspondences, including emails or instant messages, sent, and received from the digital devices may be subject to public disclosure. Any notes or documents created or edited on the digital devices may also be subject to public disclosure.

To limit the perception of wrongdoing, instant messaging, email, or other digital correspondence of any form between members on the digital devices shall not be permitted during a bona fide meeting of the Council, its committees, or any commission or board meeting.

Upon separation from the City, the device shall be returned to the City. The employee or official shall not tamper with, delete, or remove any content from the device prior to turning it in. Once the City has received the device, the City shall back it up and “wipe” it (remove all content) or restore it to its factory settings.

Permissible Use

Employees shall use the electronic communication systems primarily for the purpose of conducting City business relating to the mission, function, and work tasks of the City of Van Meter. Provisions for incidental personal use are outlined later in this policy.

Prohibited Uses

The City of Van Meter’s electronic communication systems may not be used for illegal or wrongful purposes. Several examples of prohibited activity are listed here:

1. Infringe the copyright or other intellectual property rights of third parties.
2. Violate or infringe on the rights of any other person, including the right to privacy.
3. Distribute defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material.
4. Violate City regulations prohibiting sexual harassment.
5. Restrict or inhibit users from using the system or the efficiency of the electronic communication systems.
6. Solicit funds.
7. Gamble.

8. Promote or distribute political messages.
9. Conduct “spoofing,” in which a message is constructed so that it appears to be from someone else.
10. Attempt unauthorized access to data, breach security, or intercept any electronic communication on any system without proper authorization.

Violations

The use of the City’s electronic communication systems is a privilege afforded to authorized users. This privilege may be revoked at any time for violations of this policy. The City Administrator or Police Chief will evaluate violations of this policy on a case-by-case basis. Employees found to have violated this policy, or to have engaged in illegal or unethical practices, will be subject to disciplinary action, which could include termination of employment and criminal prosecution.

Non-Discrimination

It is the policy of the City of Van Meter to provide equal treatment in employment and provision of services to applicants, employees and customers without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, age, disability veteran status, or any other characteristic protected under applicable federal, state, or local law (“Protected Category”).

In accordance with applicable federal and state laws and regulations, and the principles of affirmative action and equal employment opportunity, the City of Van Meter shall provide equal opportunity for all in recruitment, hiring, training, promotion, transfer, compensation, and all other terms and conditions of employment without regard to Protected Category status.

The City of Van Meter assures that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any services because of protected category status.

No facility operated by the City of Van Meter may be used to promote any discriminatory practice nor shall the City become a party to any agreement that permits any discriminatory practice.

Individuals With Disabilities

The City complies with the **Americans with Disabilities Act** and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws. In this connection, the City evaluates the feasibility of requested accommodations in light of the **ADA's** guidelines, determines whether such accommodations will create an undue hardship on the City, and establishes a budget for any such accommodations. It is City's policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations to applicants only after conditional offers of employment have been extended and to employees only when justified by business necessity.
3. Keep all medical-related information confidential in accordance with the requirements of the **ADA** and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the City.
5. Notify individuals with disabilities that the City provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the City's employee handbook and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups conspicuously throughout the City's facilities.

Procedure for Requesting an Accommodation

Qualified individuals with disabilities may make requests for reasonable accommodation to the City Administrator. On receipt of an accommodation request, the City administrator will meet with the requesting individual and the individual's supervisor to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City Administrator, and, if necessary, a medical review officer and/or appropriate management representatives identified as having a need to know (e.g., the individual's supervisor/department head), will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their duties and on the facility's ability to conduct business.

The City Administrator will inform the employee of the City's decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the City's decision to the City Council by submitting a written statement to the City Administrator along with the reasons for the request.

The City Council will review all employee appeals. After reviewing an employee's appeal, the City Council will notify the City Administrator of its decision, which will be final. The City Administrator will, in turn, notify the individual making the appeal of the Council's decision.

Harassment

The City of Van Meter is committed to providing all of its employees with a workplace free from discrimination and harassment. The City strictly prohibits unlawful harassment, which includes but is not limited to actions, jokes, words, or comments against employees or any other covered persons because of, sexual orientation, gender identity race, color, national origin, religion, sex, physical or mental disability, age, marital status, veteran status or any other characteristic protected under applicable federal, state, or local laws. This prohibition applies to all employees, volunteers, vendors, residents, or citizens of the City. No employee of the City of Van Meter is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in City business. Harassment under this policy includes, but is not limited to:

1. Verbal conduct such as threats, epithets, derogatory comments, or slurs.
2. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures.
3. Written communications containing statements that may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.
4. Physical conduct such as assault, unwanted touching or blocking normal movement.
5. Retaliation for making harassment reports, threatening to report harassment, or participating in a harassment investigation.

Sexual Harassment

Employees are expected to be respectful of other employees and members of the public and conduct themselves professionally while engaged in public service. All employees are prohibited from engaging in any wrongful conduct or discrimination toward any employee, co-worker, or public member.

Sexual harassment is a form of discrimination. It is the policy of the City to prevent the occurrence of sexual harassment in the workplace and provide a work environment free from sexual harassment. Prohibited sexual harassment includes comments, slurs, jokes, innuendoes, cartoons, pranks, unwelcome sexual advances, requests for sexual favors, and other unwelcome and inappropriate verbal or physical conduct of a sexual nature, especially where:

1. Submission to such conduct is made either explicitly or implicitly under a term or condition of employment.
2. Submission to or rejection of such conduct by an individual is the basis for employment decisions affecting such an individual.
3. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment Complaint Procedure

The very nature of harassment may make it difficult for the City to detect unless employees, or elected officials notify the City. In order for the City to prevent and eliminate harassment, employees and elected officials have a responsibility to come forward and promptly report offensive or other improper behavior they believe may constitute harassment. Typically, the City expects you will report concerns of harassing behavior against/directed at you or another employee or person no later than five (5) business days following the issue or incident or when you were made aware of the issue or incident. Failure to report harassment or other improper conduct on a timely basis may make it difficult for the City to take effective corrective action. You are encouraged to raise any questions you may have concerning questionable behavior before the behavior raises to the level of harassment or discrimination.

Any employee who believes he or she has been subjected to harassment prohibited by this policy should immediately report that behavior to the City Administrator, City Clerk, or any department head with whom the employee works. Obviously, in the event that your department head is the person who you believe has subjected you to harassment, the conduct should be reported to one of the other designated individuals.

If an employee becomes aware of harassing conduct engaged in or suffered by a City employee, regardless of whether such harassment directly affects that employee, the employee should immediately report that information, preferably in writing, to the City Administrator, City Clerk, or any department head with whom the employee works.

Whenever the City is made aware of a situation that may violate this policy, the City will conduct a thorough, and objective investigation of any harassment claims. A determination regarding the alleged harassment will be made and communicated to the person claiming harassment as soon as practical following the completion of the City's investigation. If the City determines that prohibited harassment has occurred, it will take appropriate action against any person found to have engaged in prohibited harassment. The type of discipline administered will be dependent upon the severity of the conduct, as well as any other factors presented in the circumstances. Employees violating this policy are subject to discipline up to and including termination. All information related to a complaint and subsequent investigation of the complaint will be kept confidential to the maximum extent possible.

Whistleblower Policy

Any retaliation against an individual who in good faith has complained about or has participated in an investigation of alleged harassment or has disclosed to the individual's supervisor, the Mayor, the City Administrator, any member of City Council, any other City Official, City administrative or human resource management staff, any State official, or any other public official or law enforcement agency, other improper conduct, including

but not limited to, any violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety is strictly prohibited. This non-reprisal provision does not apply if the disclosure of information is prohibited by statute.

If the Employee wishes to make a complaint or disclosure of information under this provision concerning public elected officials, the Employee may make such complaints or disclosures to the Mayor, or if concerning the Mayor, to the City Administrator. For complaints or disclosures concerning appointed officials or other City staff, the Employee may make such complaints or disclosures to the City Administrator, or if concerning the City Administrator, to the Mayor.

Employee is further notified that whistleblower complaints may also be made to the Iowa Office of Ombudsman which may be contacted at ombudsman@legis.iowa.gov or 1.888.426.6283. Further information about the Ombudsman may be found at: <https://www.legis.iowa.gov/Ombudsman>.

Respectful Workplace Policy

It is the commitment of the City of Van Meter to ensure this place of work is free from negative, aggressive, and inappropriate behaviors, and that the environment is aimed at providing high quality products and services in an atmosphere of respect, collaboration, openness, safety and equality. All employees have the right to be treated with dignity and respect. (Terms are used interchangeably throughout this policy.)

All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution, and employees who file complaints will not be victimized for “whistle-blowing” or reporting others for their inappropriate behavior.

Protection from negative, aggressive, and inappropriate behaviors extends to management, fellow employees, subordinates, clients, customers and other business contacts and expands beyond the place of work to off-site and work-related social events. It is the responsibility of all employees and managers of this company to provide a healthy workplace environment to peers and co-workers, where all communication and interactions are marked by dignity and respect.

Management Responsibility

Management and others in positions of authority and workplace representatives have a particular responsibility to ensure that healthy and appropriate behaviors are being exhibited at all times and that complaints to the contrary are addressed speedily. Management will:

- Provide good examples by treating all with courtesy and respect
- Promote awareness of the policy and complaint procedures

- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates
- Deal sensitively with employees involved in a complaint, whether as complainant or alleged aggressor
- Explain the procedures to be followed if a complaint of inappropriate behavior at work is made
- Ensure that an employee making a complaint is not victimized for doing so, and seek resolution of such behavior if it occurs
- Monitor and follow up the situation after a complaint is made so as to prevent recurrence of the behavior.

Employee Responsibility

Employees can contribute to achieving a work environment which does not tolerate aggressive behavior at work. Employees should report unacceptable behaviors to their department head provided however, that the behavior is not displayed by the department head. In that scenario, the employee shall notify the City Administrator. Employees are in a far better position than management to know what is happening with peers and co-workers. Employees should also co-operate with preventative measures introduced by management and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures. Equally, a finding of vexatious complaints will also be dealt with through appropriate disciplinary procedures.

Training Programs

As part of its commitment to encouraging positive and healthy behaviors, the City of Van Meter has established training programs for all employees and managers. Training is included as part of the new hire orientation, and thereafter annually as scheduled by the City of Van Meter. Training will identify factors which contribute to a bully-free environment, familiarize participants with responsibilities under this policy, and provide steps to overcoming a bullying incident, including filing an adequate and informed report to the appropriate party.

Budget Policies

- Departments are responsible for monitoring and limiting expenditures to the annual budget allocation.
- Consideration will be given to increasing budget allocations for unexpected increases in non-controllable expenses.
- Departments will not spend any savings on non-controllable expenses.
- Non-controllable expenses include health and dental insurance, utilities, property insurance.
- All materials and equipment with a useful life of at least one year and a cost of at least \$250 is considered a capital expenditure.
 - Capital expenditure budget requests require an itemization of individual

items and costs accompanied by a brief written justification.

Voluntary Resignation

The City is proud of our low turnover, so before an employee considers resigning, the City asks that the employee talk it over with a supervisor. Sometimes a misunderstanding can be resolved. If an employee does decide to leave, they may be required to give two to four (2 – 4) weeks' notice depending on the position they hold to remain in good standing with the City. The City may offer an immediate resignation with pay depending on the circumstances. Proper resignation notice will be noted on the employee's work record and used for reemployment consideration.

Prior to, or on the employee's last date of work, the employee is expected to complete all of the following:

1. All keys must be turned in to the employee's supervisor or City Administrator.
2. The Employee Handbook and any City-owned reference materials must be turned in to the employee's supervisor or City Administrator.
3. City tools, city issued apparel, equipment and tangible property must be turned in to the employee's supervisor.
4. If applicable, all passwords and login information must be provided to the City Administrator.
5. No documents or data shall be tampered with or deleted prior to the employee's final shift.

Final paychecks shall include reimbursement for the employee's accrued, unused PTO in accordance with the PTO leave policy described herein unless the employee was terminated, provided that the appropriate notice was given, in the case of a resigning employee.

OCCUPATIONAL SAFETY AND HEALTH

The City of Van Meter makes every effort to keep work areas safe and free from hazard. The City makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

Safety

The City Administrator and department heads are responsible for the fulfillment of departmental goals and objectives as well as the health and welfare of each employee in the department. In this safety policy, the highest priority has been placed on employee safety.

This priority is the responsibility of each department head. It is normal practice for the supervisors to be delegated the authority to carry out safety policy in his or her division, but the responsibility for meeting objectives and the protection of employees in performance of their assignments cannot be transferred.

It is the responsibility of every department to ensure a safe and healthful atmosphere, safe working conditions, tools, equipment, and work methods for all of its employees. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state, or local law.

City's Responsibilities

In support of this policy, the City will:

1. Make every effort to comply with applicable local, state, and federal laws and regulations.
2. Establish safe work procedures and provide necessary personal protective equipment.
3. Provide funding for appropriate safety training.
4. Encourage employee involvement through a Safety Committee and support their efforts.
5. Investigate and evaluate all accidents to identify causation and identify corrective opportunities to prevent recurrence.
6. Conduct periodic facility safety inspections to identify unsafe conditions and at-risk behaviors.
7. Expect employees to observe all safety procedures and comply with established safety responsibilities outlined in this policy.
8. Establish requirements for work performed by contractors.

Supervisors' Responsibilities

Supervisors will actively support this policy as an example to those responsible to them. They have a direct responsibility for employee safety and for developing and maintaining a safe work environment.

As a supervisor your personal responsibility is the following:

1. To insure employees follow all established safety procedures and practices. Provide counseling and administer disciplinary action when appropriate.
2. To provide ongoing employee training on safe work practices and procedures.
3. To investigate all injuries and accidents to identify causations and submit recommendations for preventing recurrence.

Employees' Responsibilities

Employees are required, as a condition of employment, to exercise due care in the course of their work to prevent injuries to themselves and to their fellow workers. Employees have a responsibility to report any unsafe working conditions or practices to a supervisor or safety committee. City employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses. Each employee is expected to place safe work practices and identification of unsafe conditions as the highest priority while performing daily tasks.

The responsibilities of all employees of the City in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries.
2. Reporting to supervisors and seeking first aid for all injuries, regardless of how minor.
3. Reporting unsafe conditions, equipment, or practices to supervisory personnel.
4. Using safety equipment provided by the City at all times.
5. Observing conscientiously all safety rules and regulations at all times.
6. Notifying their supervisors, before the beginning of the workday, of any medication they are taking, that may cause drowsiness or other side effects that could lead to injury to them or their coworkers.

Employees violating recognized safety rules, procedures, or standards, or acting in such a manner as to endanger their own or another's personal safety, shall be subject to disciplinary action including warning, suspension or discharge.

Each employee's safety commitment must include, but is not limited to, the following:

1. Follow all established safety procedures and ask the supervisor if they are not understood. Employees who ignore or violate these procedures may be subject to disciplinary action.

2. Using the safety equipment that has been provided for use in performing daily work assignments.
3. Wearing the prescribed uniform and safety shoes as required.
4. Not operating equipment for which no training or orientation has been received.
5. Warning coworkers of unsafe conditions or practices they are engaged in, which could lead to or cause an accident.
6. Reporting defective equipment immediately to a supervisor.
7. Reporting dangerous or unsafe conditions that exist in the workplace as well as throughout the City (e.g., defective sidewalks, broken curbs, hanging tree limbs, loose handrails, open manholes, sunken basins and sewers, missing or damaged traffic signs or signals, missing guards on operating equipment).
8. Reporting of all injuries and accidents regardless of severity.
9. Protect the public from any hazard that is a result of City work (e.g., street repair, sewer cleaning, main break work, etc.).
10. Taking care not to abuse tools and equipment, so that these items will be in usable condition for as long as possible as well as to ensure that they are in the best possible condition while being used.

Workers' Compensation Insurance

To provide for payment of employee medical expenses and for partial salary continuation in the event an injury, occupational illness, or hearing loss arise in the course of employment, employees are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of absence from work.

During the first three days of absence, the employee will receive their normal compensation as an employment benefit. Employees with sick leave benefits may elect to use these benefit hours to make up the difference between their salary and the workers' compensation benefit amount.

If an employee is injured or becomes ill on the job, or incurs an occupational disease or hearing loss, the employee must immediately report the condition to their supervisor, Department Head, or the City Administrator. The employee must call the EMC On Call Nurse at 844-322-4668 unless it's an emergency. In case of an emergency, call 911. The employee must then follow the recommendation of the EMC On Call Nurse. In the event of serious work-related injury or illness, report immediately to the physician, emergency room or medical facility, for prompt care and attention. This procedure ensures that the City can assist the employee in obtaining appropriate medical treatment. Failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness. Questions regarding workers' compensation should be directed to the City Clerk.

The City also has a return-to-work program to provide guidelines for employees injured on the job who are unable to return to their regular job classification upon returning to work. Please contact the City Clerk for return-to-work information.

Accidents on the Job

Accidents are instances whereby a City employee is injured, causes injuries to co-workers or private citizens, or causes damage to City or private property in the course of their normal business activities. Employees are responsible to report all accidents promptly to their immediate supervisor and fill out and file an incident report form. In some cases, accidents may require a briefing with the City Administrator and the Department Head.

Drug Free Workplace

It is the policy of the City of Van Meter to comply with the Drug Free Workplace Act of 1988 and to ensure a drug-free workplace. This policy is intended to ensure that the mental and physical capabilities of City employees are not impaired by any controlled substances during the performance of their duties.

Safety-Sensitive Positions

Safety-sensitive positions include but are not limited to all the following:

1. All patrol and investigative police positions, and other police positions as deemed necessary by the Chief of Police.
2. Fire fighter positions – including paid, volunteers
3. All other employees who will operate heavy equipment, machinery, and/or drive a City-owned vehicle during the course of their normal work duties and/or other positions as identified by the Personnel Committee.

Conditions of Employment

As a condition of employment, every employee who is employed by the City of Van Meter is required to abide by the following conditions:

1. All full-time, part-time, and paid on call prospective employees who hold a safety sensitive position identified by the City will be required to pass a drug screen test following a conditional offer of employment with the City.
2. Prospective employees who refuse to take the required drug test, or who fail to cooperate in any aspect of the testing procedure, or who test positive for any of the drugs being screened for will be ineligible for City employment and will be removed from all eligibility lists.
3. City employees may not manufacture, distribute, sell, dispense, possess, consume, or use controlled substances in the workplace, or while in the course of his or her employment, or reasonably prior to or during work time, during work breaks, or during the lunch hour, when such employee will, or can reasonably be expected to be, back on the job undertaking work duties immediately following such work break or lunch period.

For the purposes of this policy, controlled substances shall be deemed to include alcohol, barbiturates, narcotics, tranquilizers, amphetamines, hallucinogens, marijuana and all other substances so defined in federal and state criminal statutes.

- a. Employees are required to report any arrest or conviction under a criminal drug statute or violations occurring either on or off the employer's premises to the employee's supervisor or other appropriate City official within 5 days of such arrest or conviction. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, the City may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.
4. In the event that a department head receives notice under the preceding paragraph, the City Administrator or a designated representative shall:
 - a. Notify the appropriate federal agency or agencies providing federal funds, if any, within 10 days of a reported conviction.
 - b. Take appropriate disciplinary action against any employee violating this policy, including the termination of employment, or, in lieu thereof, requiring that the employee complete a substance abuse rehabilitation program approved by the City.

Drug Awareness Program

The City Administrator is authorized to establish a drug awareness program to inform employees about the following:

1. The dangers of controlled substances in the workplace.
2. The City's policy of maintaining a drug-free workplace.
3. Available counseling and rehabilitation programs.
4. The penalties that will be imposed for violating this policy.

Exceptions

1. The policy described shall not be deemed to be applicable to any employee taking a prescribed dosage of a controlled substance while under the care of a licensed physician.
2. Nothing in this policy shall be deemed to preclude the possession of controlled substances by employees of the Public Safety Department where such possession is necessary in connection with the carrying out of such employee's law enforcement, investigative, or emergency medical treatment and response duties and where such possession is in accordance with all rules, regulations, and policies of the Public Safety Department and with all other applicable local, state, and federal statutes, rules, and regulations.

Acknowledgement

The City Administrator will give notice to all employees of the adoption of the policy outlined, and to further obtain from each employee an acknowledgement of their being

notified of such policy. Employees must sign and return the Drug Free Workplace Acknowledgement Form.

Smoking

Smoking is not allowed anywhere inside City buildings, grounds (unless in a designated area), vehicles or equipment. Any employee who violates this policy will be subject to disciplinary action, up to and including discharge.

All City workers, visitors, and members of the general public must comply with Iowa's Smokefree Air Act. See Iowa Code Chapter 142D. Additionally, no person shall smoke (including e-cigarettes or vaping devices) in any public building, including City-owned, operated, and/or leased space in buildings and offices, including elevators, stairways, hallways, restrooms, break rooms, conference rooms, or lounge areas.

No person shall smoke in any City-owned, operated and/or leased vehicle or equipment, including cars, trucks, vans, heavy equipment, lawn mowers, etc.

Investigations

All employees are required to fully cooperate with any member of management, or designee, who is conducting a work-related investigation. Employees will be disciplined for lying to any member of management or providing information to any member of management that is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any member of management, or designee.

“Obstructing” includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by management, and discouraging other individuals who may be contacted by management from responding to or cooperating with management.

“Failing to cooperate” includes, but is not limited to, failing to provide information, documents, or materials requested by management, and providing information, documents, or materials to management that are dishonest, misleading, inaccurate, or incomplete.

GRIEVANCE PROCEDURES

NOTE: This Complaint Resolution Procedure DOES NOT APPLY to complaints concerning discriminatory or harassing conduct. Please see the Sexual Anti-Harassment Policy for the appropriate complaint procedure for these issues. This procedure also does not apply to the wage process policy, for which there is not an avenue of appeal.

The most important resource to the City of Van Meter is its employees. Sometimes, all of us experience some type of problem in the workplace. Misunderstandings or conflicts can arise in any organization. We have a problem-resolving procedure that will assure employees that their problem will be heard and appropriate action will be implemented. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that an employee believes is detrimental to themselves or the City, or in which an employee feels a City policy has been violated, the employee should follow the procedure described here for bringing your complaint to management's attention. The City will act in good faith to resolve any grievance presented by an employee through this process.

Step One

Discussing the problem with the Department Head is a necessary first step. Discussion of the problem shall be brought to the attention of the Department Head within two (2) working days of the incident. Working days are defined as Monday through Friday, excluding weekends and non-working holidays. If, however, the issue is not resolved to your satisfaction at the time of the discussion, the employee shall notify the Department Head that they are going to proceed to Step Two. A Department Head wishing to file a complaint should proceed to Step Three.

Step Two

The employee having a specific complaint shall submit it in writing to his or her Department Head within five (5) working days of Step One. In an effort to resolve the problem, the Department Head will consider the facts, conduct an investigation, and also shall meet with the employee and their supervisor (if applicable) in an attempt to resolve the issue. The Department Head will respond to all parties involved in writing regarding the issue within the Department Head's next five (5) working days after receipt of the written grievance.

Step Three

Within five (5) working days after the decision in Step Two, if the employee is not satisfied with the decision and wishes to pursue the complaint further, they may present a written grievance to the City Administrator, who will then call a meeting of the Complaint Resolution Committee. This three-person committee will be chaired by the Mayor and be comprised of the Mayor Pro Tem and a Department Head other than the

complainant's Department Head designated by the Mayor.

The Complaint Resolution Committee shall meet within seven (7) working days to discuss and attempt to resolve the issue according to the policies of the City of Van Meter. The complainant, as well as his or her supervisor and / or department head, shall attend the meeting to discuss all issues. The Committee will render its decision in writing within five (5) working days to all parties involved.

Step Four

If the employee is unsatisfied with the decision of the Complaint Resolution Committee, they may submit a written request to the City Administrator within five working days for a hearing of the City Council. The request shall include the written grievance, all responses, and investigation materials. The request may include a request for a closed session. The City Council will schedule the hearing at its next meeting. Both the complainant and his or her supervisor or department head shall be available for the hearing. The decision of the City Council shall be final and binding. If the City Council elects not to act on the complaint after hearing, the decision of the Complaint Resolution Committee shall be final and binding.

The City does not tolerate any form of retaliation against employees availing themselves of this procedure. Any employee engaging in, or who encourages others to engage in, any retaliatory conduct against any employee who utilizes this procedure or who assists others in using this procedure, or who participates in an investigation of a grievance, shall be subject to discipline, up to and including possible termination of employment.

This procedure shall not be construed as preventing, limiting, or delaying the City from taking disciplinary action against any individual, up to and including termination, in circumstances where the City deems disciplinary action appropriate.

Statement of Receipt

Please read and sign this Statement of Receipt and return the completed sheet to the City Clerk for placement in your official personnel record.

I have received my copy of the 2025⁴ City of Van Meter Employee Handbook that outlines personnel policies of the City, and the Manual of Policy and Procedure and all policies per the table of contents. I will familiarize myself with the material in the handbook and understand that I am governed by its contents.

I understand that:

1. These policies affect all City employees, except for some minor differences that may pertain to employees who are working under contract terms, or employees working under a collective bargaining agreement.
2. Nothing in the Employee Handbook or Manual of Policy and Procedure is considered as an explicit or implicit employment contract between the City and me. My employment with the City is at will.
3. This acknowledgement form includes receipt of the Drug Fee Work Place policy and that it is my responsibility to abide by the policy as a condition of my employment.
4. Unless prohibited by the Code of Iowa or expressly agreed and confirmed in writing by both the City, and me, either the City or myself may terminate my employment at any time for any reason.
5. The City may change, rescind, or add to any policies described in the Employee Handbook or Manual of Policy and Procedure at its discretion.

Your Signature:	
Your Name (please print):	Date:

Agenda Item #20b

Discussion and Possible Action:

Resolution #2025-13 Adopting the 2025 City of Van Meter Volunteer Fire Member Handbook

Submitted for: **Discussion and Possible Action**

Chief Schmitt requested that a handbook be put in place for the Volunteer Fire Department detailing certain policies, rules and expectations. In addition, he requested that a tuition reimbursement be put in place regarding costs associated with certifications for Fire and EMS. The handbook and agreement were reviewed by Whitfield & Eddy.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-13 Adopting the 2025 City of Van Meter Volunteer Fire Member Handbook**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution #2025-13

“A Resolution to Adopt the 2025 Volunteer Fire Handbook”

Whereas, City Staff created a handbook at the request of the Fire Chief for the Volunteer Fire Department, and

Whereas, the handbook was reviewed by the Public Safety Committee, the Fire Chief, the Volunteer Fire Department and City Legal Counsel; and

Whereas, the City Administrator recommends the approval of this request, now

Therefore, be it resolved by the Van Meter City Council approves the 2025 Volunteer Fire Handbook.

Passed and approved this 13th day of January, 2025.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

Van Meter Fire Department Volunteer Handbook



Article I – Purpose

Section 1

This organization shall be known as the Van Meter Fire Department, herein after referred to as “the Department.”

Section 2

A fire department is hereby established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety, and to answer all emergency calls for which there is no other established agency.

(Code of Iowa, Sec. 364.16)

The Department shall answer calls to fires and other emergencies outside the City limits if the Fire Chief determines that such emergency exists and that such action will not endanger persons and property within the City limits.

(Section 35.11 – Ord. 2023-04 – Jun. 23 Supp.)

Section 3

The City Council shall be the sole body with authority to enter into mutual aid agreements and/or contracts with neighboring municipalities and townships for the furnishing of fire-related services during emergencies or otherwise. The City Council shall also establish rules governing aid to areas not covered by such agreements. The Department shall be bound by such agreements and rules.

(Section 35.12 – Ord. 2023-04 – Jun. 23 Supp.)

Article II-Membership

Section 1

The Department consists of the Fire Chief and such other officers and personnel as may be authorized by the City Council.

(Code of Iowa, Sec. 372.13[4])

Section 2

Any citizen of Van Meter, Iowa, and/or living within 18 miles of the fire station, of sound mind and body, who has attained the age of eighteen (18) years old, and who is in good repute in the community shall be eligible to serve as a probationary or active member of the Department.

Section 3

All applications for membership shall be made in writing, on forms provided by the Department. All applicants will be appointed by City Council, whose duty it will be to review the character and standing of the applicant. The applicant must be approved by the majority of the City Council. A copy of this Handbook, including the Department’s Standard Operating Guidelines will be made available for the applicant to review. No person having otherwise qualified shall be appointed to

the Department until such appointment is submitted to and approved by the majority of the City Council. All members of the Department shall meet the minimum training standards established by the State Fire Marshal and attend and actively participate in regular or special training drills or programs as directed by the Fire Chief. Members of the Department shall be designated by rank and receive such compensation as shall be determined by resolution of the City Council.

Section 4

The probationary period shall be a minimum of six (6) months for members with Fire Fighter I Certification, and twelve (12) months with no prior experience. The member shall show willingness to pursue, at a minimum, Fire Fighter I and EMR certification within the first two (2) years of service. Early completion of this certification course may reduce the time requirement of probationary status as directed by the Fire Chief. However, if the member does not show reasonable progress, the Fire Chief may recommend extending the probationary period.

Any member who wants to only be EMS will not need to become Fire Fighter 1 and will show willingness to pursue at a minimum EMR certification within 12 months of joining the Department.

Section 5

Prior to the Department registering any member for any certification classes, the member and the Department will review and execute the standard Tuition Agreement provided by the Department, included hereto as Exhibit A. The EMR class and FFI class will be paid for using funds from the Department's training budget. If, for any reason, the member does not pass the national test or does not finish/complete the class and test, the member will reimburse the City of Van Meter in full for the cost of the class as provided in the Tuition Agreement.

Section 6

An active member shall be one who has completed all probationary requirements. This person must perform in compliance with the Rules and Regulations of the Department by keeping himself/herself in good standing.

Article III-Officers

The officers of the Department may consist of the Fire Chief, Assistant Fire Chief of Operations, Assistant Fire Chief of Training, Fire Captain, and EMS Captain as appointed by the City Council.

Article IV- Duties of Fire Chief

The Fire Chief shall perform all duties required of the Fire Chief by law or ordinance, including (but not limited to) the following:

(Code of Iowa, Sec.

372.13[4]) Section 1

Enforce Laws. Enforce ordinances and laws regulating fire prevention and the investigation of the cause, origin, and circumstances of fires.

Section 2

Technical Assistance. Upon request, give advice concerning private fire alarm systems, fire extinguishing equipment, fire escapes and exits, and development of fire emergency plans.

Section 3

Authority at Fires. When in charge of a fire scene, direct an operation as necessary to extinguish or control a fire, perform a rescue operation, investigate the existence of a suspected or reported fire, gas leak, or other hazardous condition, or take any other action deemed necessary in the reasonable performance of the Department's duties.

(Code of Iowa, Sec. 102.2)

Section 4

Control of Scenes. Prohibit an individual, vehicle, or vessel from approaching a fire scene and remove from the scene any object, vehicle, vessel, or individual that may impede or interfere with the operation of the Department.

(Code of Iowa, Sec. 102.2)

Section 5

Authority to Barricade. When in charge of a fire scene, place or erect ropes, guards, barricades, or other obstructions across a street, alley, right-of-way, or private property near the location of the fire or emergency so as to prevent accidents or interference with the firefighting efforts of the Department, to control the scene until any required investigation is complete, or to preserve evidence related to the fire or other emergency.

(Code of Iowa, Sec. 102.3)

Section 6

Command. Be charged with the duty of maintaining the efficiency, discipline, and control of the Department. The members of the Department shall, at all times, be subject to the direction of the Fire Chief.

Section 7

Property. Exercise and have full control over the disposition of all fire apparatus, tools, equipment, and other property used by or belonging to the Department.

Section 8

Notification. Whenever death, serious bodily injury, or property damage in excess of \$200,000.00 has occurred as a result of a fire, or if arson is suspected, notify the State Fire Marshal's Division immediately. For all other fires causing an estimated damage of \$50.00 or more or emergency responses by the Department, file a report with the Fire Marshal's Division within 10 days following the end of the month. The report shall indicate all fire incidents occurring and state the name of the owners and occupants of the property at the time of the fire, the value of the property, the estimated total loss to the property, origin of the fire as determined by investigation, and other facts, statistics, and circumstances concerning the fire incidents.

(Code of Iowa, Sec. 100.2 and 100.3)

Section 9

Right of Entry. Have the right, during reasonable hours, to enter any building or premises within the Fire Chief's jurisdiction for the purpose of making such investigation or inspection that under law or ordinance may be necessary to be made and that is reasonably necessary to protect the public health, safety, and welfare.

(Code of Iowa, Sec. 100.12)

Section 10

Recommendation. Make such recommendations to owners, occupants, caretakers, or managers of buildings necessary to eliminate fire hazards.

(Code of Iowa, Sec. 100.13)

Section 11

Assist State Fire Marshal. At the request of the State Fire Marshal, and as provided by law, aid said marshal in the performance of duties by investigating, preventing and reporting data pertaining to fires.

Section 12

Records. Cause to be kept records of the Department personnel, firefighting equipment, depreciation of all equipment and apparatus, the number of responses to alarms, their cause, and location, and an analysis of losses by value, type and location of buildings.

Section 13

Reports. Compile and submit to the Mayor and the City Council a monthly report of the status and activities of the Department as well as such other reports as may be requested by the Mayor or the City Council.

Section 14

The Mayor shall appoint a Fire Chief subject to the approval of the City Council. The Fire Chief shall appoint such other officers as she or he believes necessary, subject to the approval of the Mayor and City Council. In the case of the absence of the Fire Chief, the officer next in rank shall be in charge and have and exercise all the powers of Fire Chief.

Article V-Meetings

The Department shall meet regularly on the 1st and 3rd Monday of each month and may meet for special training sessions on the order of the Chief. In the event of a holiday on a regularly scheduled meeting night, the meeting shall be rescheduled or cancelled by the Fire Chief.

Article VI-Disciplinary Actions

Section 1

If any member refuses or neglect to do their duty or obey the orders of the Fire Chief or their commanding officers or leave their posts while at an emergency call without permission of their commanding officers, they shall be subject to disciplinary action from the Department. Such disciplinary action may include (but are not limited to) suspensions, training requirements, and/or dismissal from the Department for violations of this Handbook, the Department's Rules and Regulations, City ordinances, conduct expectations, and/or state or federal law.

Section 2

Any member shall have the right to raise a grievance against the Fire Chief. The Assistant Chief shall act as an intermediary on behalf of the member to attempt to resolve the issue by communicating directly with the Fire Chief. In the event the situation cannot be resolved at this level, then and only then, the issue should be taken to the City Administrator.

Section 3

Any intradepartmental dispute will be resolved by utilizing the chain of command with the Fire Chief being at the top of the chain of command. In the event that disputes are not resolved with the Fire Chief's review, a grievance may be filed with a Grievance Committee consisting of two Department officers and three firefighter members appointed by the Fire Chief. The final recommendation of the Grievance Committee will be taken to the Mayor, who will have final authority.

Article VII-Minimum Attendance

Section 1

All members are expected to attend training sessions on a regular basis. A maximum of four (4) unexcused absences at meetings will be allowed per calendar year. Twenty-four (24) hours of training per year are required. A maximum of four (4) unexcused absences at training sessions

while still attaining 24 training hours of per year will be allowed per calendar year. No member shall miss more than three (3) consecutive trainings or meetings without contacting the Fire Chief or his/her designee. Failure to comply is subject to Article VI.

Section 2

All members shall attempt to make fifty (~~50~~²⁰³⁵%) of the calls per calendar year. Any member not making the minimum number of calls per calendar year may be subject to dismissal.

Article VIII-General Responsibilities of Members

Section 1

Any member using excessive speed or reckless driving while responding to an emergency call may be suspended or dismissed as the Department shall direct per Article VI.

Section 2

Any member appearing at a fire, training, or going into the fire station under the influence of alcohol or drugs may be suspended or dismissed as the Department shall direct per Article VI.

Section 3

Any member being disorderly toward an officer, fellow Department members, the City of Van Meter, City of Van Meter staff, City of Van Meter elected officials or the public while on duty may be suspended or dismissed as the Department shall direct per Article VI. This includes, but is not limited to, verbal communication, written communication and electronic communication (including social media platforms).

Section 4

Any member bringing any person into the fire station shall be held responsible for any act that person may commit, as well as for their safety.

Section 5

Each member of the Department shall be responsible for all issued equipment, and upon dismissal or separation from the Department, shall return all fire department property in his/her possession to the Fire Chief within three (3) days.

Section 6

Every member of the Department shall be provided with a copy of and expected to abide by this Handbook and the Department's Rules and Regulations.

Section 7

All members shall meet all standards for firefighting set forth by the Iowa Fire Service Training Bureau (IFSTB) and the State of Iowa.

Section 8

No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief.

Section 9

Members are required to have and maintain a valid Iowa Driver's License. Loss of this privilege will be reviewed and acted upon by the Fire Chief. It is the responsibility of all members to notify the Fire Chief immediately upon suspension and/or revocation of a valid Iowa Driver's License.

Section 10

Uniforms provided for members shall be worn only during calls and trainings or for official City of Van Meter business.

Section 11

Smoking is not allowed anywhere inside City buildings, grounds (unless in a designated area), vehicles or equipment. Any member who violates this policy will be subject to disciplinary action, up to and including discharge.

All City staff, visitors, and members of the general public must comply with Iowa's Smokefree Air Act. See Iowa Code Chapter 142D. Additionally, no person shall smoke (including e-cigarettes or vaping devices) in any public building, including City-owned, operated, and/or leased space in buildings and offices, including elevators, stairways, hallways, restrooms, break rooms, conference rooms, or lounge areas. No person shall smoke in any City-owned, operated and/or leased vehicle or equipment, including cars, trucks, vans, heavy equipment, etc.

Section 12

Social Media. City of Van Meter staff, elected and appointed officials and committee members (including members of the Department) who choose to maintain or participate in social media for personal use shall conduct themselves with professionalism and in such a manner that will not negatively reflect on the City of Van Meter or its mission. In most cases, social media posts will be seen by a public audience, and deleting posts is not a reliable way to remove them from the public domain. It should be assumed that the public is reading your words, viewing your photographs, no matter how secure or obscure the site to which a posting is made may seem. Keep in mind that anyone can take a screenshot of online activities and distribute them beyond their intended audience.

Posting on social media may bring the public spotlight to a post. Ensure that you are expressing views that you would feel comfortable discussing or defending publicly. City of Van Meter staff, elected and appointed officials and committee members (including members of the Department) are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships within the City of Van Meter; impede the performance of their City of Van Meter related duties; or negatively affect the public's perception of the City of Van Meter.

Article IX-Rules and Regulations

In order for the Department to function efficiently & effectively, the following rules and regulations shall be observed, and it is the duty of all active and probationary members to know them:

1. It shall be the duty of all members to give strict obedience to the lawful orders of their appointed officers.
2. It shall be the duty of all members to follow the Department's Standard Operating Guidelines.
3. All work at fire, EMS emergency scenes, or drills shall be done in a safe orderly manner.
3. *Chain of Command*
A) In order to ensure that there will be someone in command at a fire, the following shall be the chain of command: Fire Chief, Assistant Chief, Captain, senior member on scene, until relieved by a higher-ranking officer.

B) In order to ensure that there will be someone in command at an EMS response, fire personnel will take a supportive role, yielding and obeying to the instructions of the EMS personnel in charge.

4. Only those members that have a valid Iowa Driver's License & have completed and passed the Van Meter Apparatus Driver Operator Class will drive fire equipment in emergency situations, unless a probationary member is directed otherwise by the officer in command.
5. Personal cellular telephones are permitted to be carried while on a call but must be placed on silent mode and allow voice mail to answer the call. All personal cell phones shall be carried in a safe and concealed area on the member that does not interfere with the physical requirements of the job, will not fall off, or cause others to be distracted by the presence or appearance of the device. Personal cell phones or other electronic devices that are damaged or destroyed during a call will not be repaired or replaced by the City of Van Meter.

While operating a Department vehicle members shall not, under any circumstances, respond to (or make) a personal cellular telephone call, send text messages, or check electronic mail on PDAs or other such devices.

Members are allowed to use their personal cell phones, if desired, for the Department business, such as taking pictures for internal training purposes. Pictures taken with a personal cell phone are not to be distributed outside of the chain of command (i.e., on any social media platform) without prior permission or approval.

Article X-Accidental Injury Insurance

The City Council shall contract to insure the City of Van Meter against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer firefighters injured in the performance of their duties as firefighters whether within or outside the corporate limits of the City of Van Meter. All members shall be covered by the contract.

(Code of Iowa, Sec. 85.2, 85.61, and Sec. 410.18)

Article XI-Liability Insurance

The Council shall contract to insure against liability of the City of Van Meter or members of the Department for injuries, death or property damage arising out of and resulting from the performance of departmental duties within or outside the corporate limits of the City of Van Meter.

(Code of Iowa, Sec. 670.2 and 517A.1)

For more information, please contact the Van Meter Fire Department at mschmitt@vanmeteria.gov.

Statement of Receipt

Please read and sign this Statement of Receipt and return the completed sheet to the City Clerk for placement in your official personnel record.

I have received my copy of the 2025 Van Meter Fire Department Volunteer Handbook that outlines personnel policies of the Van Meter Fire Department. I will familiarize myself with the material in the manual and understand that I am governed by its contents.

I understand that:

1. These policies affect all Van Meter Fire Department Members.
2. Nothing in the Van Meter Fire Department Volunteer Handbook is considered as an explicit or implicit employment contract between the City of Van Meter and me. My membership with the Van Meter Fire Department is at will.
3. Unless prohibited by the Code of Iowa or expressly agreed and confirmed in writing by both the City of Van Meter, and me, either the City of Van Meter or myself may terminate my membership at any time for any reason.
4. The City of Van Meter may change, rescind, or add to any policies described in the Van Meter Fire Department Volunteer Handbook at its discretion.

Your Signature:	
Your Name (please print):	Date:

**VAN METER FIRE DEPARTMENT
VAN METER, IOWA 50261
CERTIFICATION TUITION AGREEMENT**

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 2025 BY AND BETWEEN THE VAN METER FIRE DEPARTMENT, A VOLUNTEER SERVICE (HEREAFTER "DEPARTMENT") AND _____, A STUDENT IN A CERTIFICATION COURSE PERTAINING TO EMS OR FIRE (HEREAFTER "STUDENT").

RECITALS:

1. The Department is a volunteer service working directly for the City of Van Meter.
2. The Department desires its members to have completed certain levels of certification courses in both Fire and Emergency Medical Services.
3. The Department desires additional Emergency Medical Technicians (EMR) or (EMT-B) to staff said first responder service.
4. The Student has a desire to participate in and complete the certification course as well as passing the applicable certification test.
5. The Student desires financial assistance by the City of Van Meter.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREINAFTER RECITED, THE PARTIES AGREE AS FOLLOWS:

1. The Department will pay for the Student's expenses in completing the certification courses including but not limited to FF1, FF2, EMR or EMT-B course and certification. Those costs being tuition, materials, books and testing fees. (The Department will only pay for the first attempt of certification testing. If certification is not achieved at the first attempt; the Student will pay the testing fee for future attempts.)
2. The Student is required to receive a background check. As soon as the Student receives a copy, they will furnish a copy to the Department.
3. The Student will successfully complete the certification course and pass the certification test.
4. The Student will participate in responding to VanMeter Fire Department Fire and EMS calls for a minimum of 1 year (i.e. responding to calls, attending training meetings, work details, etc.).
5. The Student has the right to withdraw from classes at any time prior to the end of this agreement, thereby cancelling the 1-year staffing requirement

in return that the Student will pay the training/tuition expenses in full. The repayment of fees associated with certification courses and testing as a result of the Student's withdrawal from the course will be paid to the City of Van Meter within 30 days of withdrawal. The fees to be repaid shall include actual, incurred fees by the City of Van Meter and copies of all invoices received pertaining to the certification course shall be made available to the Student.

6. Should the Student withdraw from classes; the Student will notify the Department within 3 business days of withdrawing.
7. Should the Student fail to complete the certification course and/or the certification test or refuse to participate in the VanMeter Fire Department for a minimum of 1 year, the Student will be invoiced for the class expenses and will make a check payable to the City of VanMeter. Payment in full will be due to the City of Van Meter within 30 days of withdrawal.
8. This Agreement may be amended or canceled only upon agreement of both the Department and the Student and must be in writing.

This agreement constitutes the entire understanding and agreement between the parties.

Effective this _____ day of _____, 2025.

Student:

Student Signature

Student Printed Name

Date

Van Meter Fire Department on behalf of the City of Van Meter:

Fire Chief Signature

Fire Chief Printed Name

Date

Agenda Item #20c

Discussion and Possible Action:

Resolution #2025-14 Adopting the 2025 City of Van Meter Board and Commission Handbook

Submitted for: **Discussion and Possible Action**

Best practices state that a Board and Commission Handbook is implemented. Staff prepared the handbook and it was reviewed by Whitfield & Eddy.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-14 Adopting the 2025 City of Van Meter Board and Commission Handbook**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution #2025-14

“A Resolution to Adopt the 2025 Board and Commission Handbook”

Whereas, City Staff created a handbook according to best practices as detailed by the League of Cities, and

Whereas, the handbook was reviewed by the staff and City Legal Counsel;
and

Whereas, the City Administrator recommends the approval of this request, now

Therefore, be it resolved by the Van Meter City Council approves the 2025 Board and Commission Handbook.

Passed and approved this 13th day of January, 2025.

Joe Herman, Mayor

ATTEST:

Jessica Drake, City Clerk

Van Meter

tradition with a vision



Board and Commission Manual

Rules and Procedures

City of Van Meter
310 Mill Street, PO BOX 160
Van Meter, IA 50261
www.vanmeteria.gov

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INTRODUCTION

Boards and commissions are a necessary and vital part of a local government's operations. Some are created to meet ongoing needs of the community and continue to exist for as long as they aid the Council, while others are mandated by state law. The structure, duties, and responsibilities of these bodies vary depending on each board or commission's specific purpose or mission. However, all have one feature in common—they were established to improve the quality of life for the citizens of Van Meter. Thus, by serving on one of these bodies, residents have an opportunity to join with local government and administrative staff to ensure that the needs of Van Meter citizens are served.

Serving on a board or commission is a significant and meaningful way to participate in civic life. As a board or commission member, you can share your expertise while directly participating in shaping your community. Many people choose to serve on boards and commissions as a means of gaining new skills, sharing diverse viewpoints, or to “step out of a comfort zone.” Some might also choose to utilize their seats to attain higher leadership positions, appointed or elected.

This Manual is intended to provide information to those interested in serving on a board or commission as well as serving as a guidebook for current board and commission members to operate their meetings and understand the specific rules and regulations provided for their operations. For more information about boards and commissions and to apply, visit www.vanmeteria.gov.

CITY GOVERNMENT STRUCTURE

Mayor and Mayor Pro Tem

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances and consistent with Iowa Code § 372.14. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual.

The Mayor Pro Tem is vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor's duties. The Mayor Pro Tem retains all the powers of a Councilmember while performing the duties of the Mayor.

City Council

The City Council is the legislative body elected by the citizens of Van Meter to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for significant issues, such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The

Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff and with conducting most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator's performance.

The City Council also appoints the City Clerk, who is responsible for certain tasks as defined in the Iowa Code and assists the City Administrator in most of the day-to-day functions of the City government when the Council is not in session. The City Administrator supervises and evaluates the City Clerk's performance.

The role of a City Council member is similar to being a member of the board of directors of a large business. The City Council provides a focal point or the conscience of the community. It is not the job of Council members to become directly involved in the daily operations of the City. The City Administrator, City Clerk and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer & City Treasurer, and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate, and supervise the Department Directors who have the knowledge, ability, and expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Councilmembers shall deal with the administrative agencies of the City through the City Administrator.

City Clerk

The City Council shall appoint the City Clerk to serve for an indefinite term and the City Administrator shall evaluate the City Clerk's performance on a routine basis. The City Clerk shall be responsible for the following duties including but not limited to the publication of minutes, recording of each public measure, other publication requirements, authentication of all public measures, certification of measures, records custodian, issuance & revocation of licenses and permits, notification of appointments, elections duty and custodian of the City Seal. The City Clerk shall attend all regular and special Council meetings, and, at the direction of the Council, the City Clerk shall attend meetings of committees, boards, and commissions.

Department Heads/City Staff

The City has multiple appointed positions which serve as the directors of multiple departments and functions throughout the City. These are the individuals leading the actions taken by City staff members daily as they carry out the essential duties of a local government. These are also the people boards and commissions most likely to interact with as coordinators of their respective boards or commissions.

SELECTION AND APPOINTMENT

In general, all board or commission members are appointed by the Mayor with the advice and consent of the City Council. To be considered for a board/commission, a person must complete an application, which is available at www.vanmeteria.gov or by contacting the City Clerk. Applications are kept on file and are reviewed by the Mayor as positions on boards/commissions become available.

No committee appointed shall have powers other than advisory to the City Council or the City Administrator, except as otherwise specified by the Code of Ordinances or the Code of Iowa. Members of boards, committees, and commissions should be independent of the City Council, or other boards, committees, and commissions, and of other governmental units, so they may exercise unbiased judgment in addressing the tasks and issues before them.

Selection criteria vary depending upon the purpose, mission, and requirements of each body. The following characteristics, however, are common to all board or commission members:

- An interest in the board's / commission's area of concern
- The ability and willingness to work
- The ability to work with other people in a tactful and cooperative manner
- The time to carry out the board's/commission's duties/responsibilities
- A community point of view

Prior to accepting a position on a board or commission, citizens should be aware of that body's meeting schedule to ensure they will be able to make the necessary time commitment. Citizens who accept a position on a board or commission also accept responsibility for committing a portion of their time to prepare for meetings.

Ineligible Appointments

The following people shall not be eligible for appointments to standing boards, committees, or commissions of the City of Van Meter:

- a) Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, aunt, or uncle of a current City Council member.
- b) A current member of a comparable County board, committee, or commission, unless dual or joint memberships are provided for in the ordinance, resolution, or statute, which creates the board, committee, or commission to which appointment is being made.

MEETINGS

Notices of meetings and agendas for all meetings of City boards/commissions shall be given in compliance with the requirements of Chapter 21 of the Code of Iowa, also known as Iowa's Open Meetings Law. Meeting notices shall be posted at least twenty-four (24) hours prior to the meeting at City Hall, the Van Meter Public Library and the Van Meter Post Office. Meeting agendas will also be posted on the City's website, www.vanmeteria.gov. Meeting agendas will also be distributed to board and commission members via email.

All official meetings of boards/commissions shall be open to the public, except those legally designated as closed sessions. Meetings shall normally be held at City Hall located at 310 Mill Street. For meetings held at other locations for any purpose, that meeting space shall be accessible to people with disabilities to the maximum extent possible. Special arrangements for the hearing impaired, or for interpreters, will be considered upon request to the City Clerk.

Iowa Code Section 21.5 permits closed sessions for certain limited, and narrowly defined, reasons. If a board or commission is seeking to go into a closed session for a legally allowed purpose, the City Attorney or designee must have authorized the closed session and attend the closed session. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the entire board or commission or all of the board or commission members present at the meeting. No formal action may be taken in closed session. Closed sessions are rarely used in board or commission meetings but could occur. Specific procedures are to be followed with closed sessions, which will be explained by the City Attorney and/or City staff member coordinating the meeting. Any board or commission member who suspects a violation of the confidentiality of a closed session discussion shall promptly report to the City Attorney.

The following rules only apply if no formal rule or regulation is adopted by the Code of Ordinances or the Code of Iowa related to a specific board or commission.

Designation of a Chairperson

Annually, each board or commission shall designate a chairperson to serve as the presiding officer at meetings. A vice-chairperson shall also be selected to serve as the presiding officer in the absence of the chairperson.

Quorum and Majority Vote

A quorum is necessary for the conduct of business. A majority of the board or commission members present shall constitute a quorum unless otherwise specified. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

A simple majority of all members present is required for board/commission votes unless otherwise specified for a specific situation. An "abstain" vote is a "no" vote unless the board

or commission member states he or she has a conflict of interest and states the nature of the conflict.

Attendance

The City Council considers regular attendance at meetings an integral part of one's service on a board or commission. While it is not uncommon for someone to miss an occasional meeting, absences should be avoided as they can impair the work done by the board or commission on behalf of the public. Additionally, prolonged absences may be grounds for removal from the board or commission under the Iowa Code.

In the event a board or commission member misses three regularly scheduled meetings in a row or an inordinate number of meetings in a six-month period, the City Clerk is directed to notify the City Administrator. The City Administrator will then contact the board or commission member in question to remind the appointed member of the importance of regular attendance and to determine if the appointed member wishes to continue serving on the board or commission.

Nothing in this policy is meant to limit the Mayor's ability to remove a member from a City Board or Commission in any manner permitted by the Iowa Code.

Public Hearing Procedures

Some boards and commissions are required to hold public hearings as part of how they conduct business. Hearings shall be fair and impartial. If a board or commission member has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation. Persons and groups who may be affected by the matter being discussed in the hearing shall be provided at least the minimum statutory notice of the time and place of the hearing. Such people and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the board or commission may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in writing for the record prior to the public attending the meeting to address the board/commission. If there are numerous people representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff members who have information to present should be invited to present their respective reports.

When all interested people (except as reasonably limited by the presiding officer, as

stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Board or commission members may then discuss and act on the proposal following the hearing if notice of such action is stated on the meeting agenda.

Action by Verbal Motion

When a board or commission member wishes to propose a possible action, the member must make a motion. In order to make a motion, these steps must be taken:

- a) The board/commission member asks to be recognized by the presiding officer.
- b) After being recognized, the member makes the motion (“I move...”).
- c) Another board/commission member seconds the motion.
- d) The presiding officer states the motion and asks for discussion.
- e) When there has been sufficient discussion, the presiding officer will close debate (“Are you ready for the question?” or “Is there any further discussion?”).
- f) If no one requests to make additional comments, the presiding officer puts the question to vote.
- g) After the vote, the presiding officer announces the outcome of the motion (“The motion is carried” or “Motion fails”).

Until the presiding officer states the motion (step d), the board/commission member making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

MINUTES

Each board and commission is required to record the minutes of each of their meetings. The City Clerk will be responsible for recording the minutes of each meeting. The date, time, place, members present and action taken at each meeting must be recorded in the minutes. The minutes must also show the results of each vote taken and contain sufficient information to indicate the vote of each member present. Minutes are required to be approved at a subsequent meeting.

The minutes are public records open to public examination. Minutes of boards and commissions are not required to be published in the newspaper but are made available on the City’s website.

ROLES AND RESPONSIBILITIES

The City Council and all appointed boards and commissions are policy-oriented groups. When a board or commission has an item on a City Council meeting agenda, a representative from that body, which may be a staff representative, should be present at the City Council meeting. Similarly, when a member of any board or commission addresses the City Council at a public meeting, he or she should always clearly state whether he or she is speaking on behalf of the group or as an individual.

The City Council considers input and recommendations from a variety of sources in its decision-making process. Therefore, the Council may not always follow the specific recommendations of any one particular board, committee, or commission in adopting policy or procedure. Once the Council has established its position, members of advisory groups may continue to have reservations or individual objections. As representatives of the larger group, however, members should remember they are expected to act in a manner consistent with the established policy and/or program as approved by the City Council.

Legislative Issues Statements

The City Council is ultimately responsible for establishing City policy and determines the public position of the City on legislative matters. Therefore, commissions, boards, or committees shall not issue public statements on legislation pending before the City Council, unless said statements are reviewed and approved by the Council. This policy is not intended to prevent advisory groups from carrying out their normal functions publicly and openly; rather, its purpose is to establish that boards, committees, and commissions do not issue policy statements or take public positions which fall within the purview of the City Council.

Submitting a Formal Request for Consideration – Procedure

In the event a board, committee, or commission wishes to request the City Council endorse or approve a particular position or idea formulated by the board, committee, or commission, said request should first be reflected in the minutes of the meeting of the board, committee, or commission at which the action was approved. Following such action, the board, committee, or commission's secretary or staff liaison should submit a written request to the City Council, with a copy to the City Administrator's office for inclusion on the agenda of an upcoming City Council meeting. In the interim, copies of the request will be made available to all Council members. The communication should include the degree of urgency and a specific statement of the action requested.

Public Participation and Input

Members of appointed boards or commissions are encouraged to maintain awareness of public opinion. Citizen input should be welcomed and heard at meetings, and members should be considerate of all interests, attitudes, and differences of opinion. Members should be vigilant about maintaining not only the appearance but also the principle of impartiality.

Conflicts of Interest

Board or commission members must determine and declare if they have a conflict of interest on a given issue. Each appointed board or commission member shall complete a Conflict of Interest form on an annual basis as provided by the City Clerk.

In order to assure their independence and impartiality on behalf of the public good, appointed board & commission members are prohibited from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable State law.

1. Appointed board & commission members must file annual written disclosures of their economic interests and clubs or organizations they are members of.
2. Appointed board & commission members shall not take advantage of services or opportunities for personal gain by virtue of their public office that are not available to the public in general.
3. Appointed board & commission members shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the City. They must neither disclose confidential information without proper legal authorization nor use such information to advance the personal, financial or private interests of themselves or others.
4. City appointed board & commission members should avoid any action that could be construed as, or create the appearance of, using public office for personal gain, including use of City stationery or other City resources to obtain or promote personal business.
5. Public resources not available to the general public (e.g., City staff time, equipment, supplies or facilities) shall not be used by appointed board & commission members for private gain or personal purposes.
6. In keeping with their role as stewards of the public interest, appointed board & commission members shall not appear on behalf of the private interests of a third party before any board, commission or committee or proceeding of the City, except as permitted by law.
7. To the best of their ability, appointed board & commission members shall represent the official policies and positions of the City. When presenting their personal opinions or positions publicly, members shall explicitly state they do not represent the City.

8. *Iowa State Law Regarding Conflicts*

There are two key areas of Iowa State law that regulate the ethics of public officials and employees, and Appointed board & commission members are expected to comply with these laws, in addition to any other state or federal laws, applicable to their service as Appointed board & commission members.

a. *Common Law Conflicts of Interest*

This is the judicial expression of the public policy against public officials using their official position for private benefit. A “Conflict of Interest” is generally defined in case law as existing whenever a person serving in public office may gain any private advantage, financial or otherwise, from such service. It is not necessary that this advantage be a financial one, nor is it required that there be a showing the official sought or gained such a result. It is the potential for conflict of interest which the law desires to avoid, and we expect that Appointed board & commission members will avoid any potential conflict of interest which may arise.

b. *Statutory Prohibition on Interests in Public Contracts*

Iowa Code Section 362.5(2) generally states that a city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer’s or employee’s city, unless a statutory exception applies.

9. The City Council of Van Meter, in an effort to promote openness and transparency has agreed that no elected official or appointed board or commission member shall sell a product or provide a service to the City that they or the company they work for will receive a monetary amount for.

Harassment

The City of Van Meter is committed to providing all of its employees, elected officials, appointed board & commission members and citizens with an environment free from discrimination and harassment. The City maintains a strict policy prohibiting strictly prohibits unlawful harassment, which includes but is not limited to actions, jokes, words, or comments against employees or any other covered persons because of sexual harassment and harassment based on, sexual orientation, gender identity race, color, national origin, religion, sex, physical or mental disability, age, marital status, veteran status or any other characteristic protected by applicable laws under applicable federal, state, or local laws, which may include, but is not limited to:

1. Verbal conduct such as threats, epithets, derogatory comments, or slurs.
2. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures.
3. Written communications containing statements that may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.

4. Physical conduct such as assault, unwanted touching or blocking normal movement.
5. Retaliation for making harassment reports, threatening to report harassment, or participating in a harassment investigation.

This prohibition applies to all employees, volunteers, vendors, residents, elected officials, appointed board & committee members or citizens of the City. No employee or elected official or appointed representative of the City of Van Meter is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in City business.

Handling of Litigation and Other Confidential Matters

1. All written materials and verbal information provided to appointed board & commission members on matters that are confidential under State law shall be kept in complete confidence to ensure that the City's position is not compromised. No disclosure or mention of any information in these materials may be made to anyone other than appointed board & commission members, the City Attorney or City Administrator.
2. Confidential materials provided in preparation for and during closed sessions must be returned to staff at the conclusion of the closed session.
3. Confidential materials provided to appointed board & commission members outside of closed sessions must be destroyed or returned to staff within thirty (30) days of their receipt.
4. Appointed board & commission members may not request confidential written information from staff that has not been provided to all appointed board & commission members.

REMOVAL AND ABOLISHMENT

Iowa Administrative Code 372.15 provides the procedures for the removal of an appointed board or commission member. The Mayor shall provide a written order providing the reasons for the removal from a board or commission. This order will be filed with the City Clerk and sent by certified mail to the person who is being removed. The board/commission member being removed may request a public hearing before the City Council on all issues connected with the removal. This request must be filed with the City Clerk within 30 days of the date of mailing the order. The hearing shall then be held within 30 days of the date the request was filed unless a later date is requested.

The City Council may take actions to abolish boards and commissions as necessary. This would not include those boards and commissions legally required to exist in the community. The necessary action for abolishment would be a resolution or ordinance to make the change, depending on how the board or commission was originally established and governed.

BOARDS AND COMMISSIONS

The City of Van Meter currently has a number of boards and commissions. The information below is a brief summary of each of the existing boards and commissions, as well as some of the stated responsibilities and procedures.

Board of Adjustment

The Zoning Board of Adjustment is a board required by Iowa Code. This board includes five members appointed to five-year terms. No more than two of the five members may also be appointed to the Planning and Zoning Commission. A majority of the members shall be representatives of the public at large and shall not be involved in the business of purchasing or selling real estate.

The duties of the Board are spelled out in Chapter 165.25 of the Van Meter Code of Ordinances, as well as the Iowa Code. This group is the group that hears appeals related to the denial of permits or interpretations issued by the Zoning Administrator. This group also hears requests for variances from the zoning regulations as well as requests for special uses including home occupation special use permits. The Board of Adjustment meets on an as needed basis.

Library Board of Trustees

The Library Board of Trustees of the Van Meter Public Library consists of five members, of which a minimum of three members reside in city limits and up to two non-resident members so long as they reside within the Van Meter Community School District. Each trustee is appointed to a term of four years unless filling a vacancy, which is for the unexpired term of the Trustee vacating the office. Terms start on July 1st and are to be staggered every two years. This board has monthly meetings.

The Board of Library Trustees functions as the supervisory board for the Van Meter Public Library operations, budget and staff. The Board of Trustees hires a Library Director to take on the day-to-day management while ensuring the materials and programs of the Library meet the needs of the community. Further specific duties and rules can be found in the Van Meter Code of Ordinances, Chapter 22. The Board of Library Trustees meets on a monthly basis.

Parks & Recreation Board

The Parks & Recreation Board shall consist of seven members, appointed by the Mayor with the approval of the Council, for overlapping terms of five years. Preference for appointments shall be given to residents of the City, but the City will also allow individuals residing within the Van Meter School District to be appointed. No more than three positions shall be occupied by individuals living outside the City of Van Meter.

The role of the Parks & Recreation Board is to provide a community view of the many facets of the operations of the Parks and Recreation Department. This group makes recommendations on a capital improvement plan, fees, programming, and more. The Parks & Recreation Board has the power to make rules and regulations for the use of parks and other recreation facilities, subject to the rules of Council. The Parks & Recreation Board has the authority to develop & implement certain programming & fundraising events, subject to the approval of the Parks & Recreation Director & availability of budgeted funds. The Parks & Recreation Board meets on a monthly basis.

Planning & Zoning Commission

The City's Planning & Zoning Commission (P&Z for short) consists of seven members who must be residents of the City of Van Meter and shall not hold any elective office in the City government. Members with some qualifications in terms of knowledge or experience related to planning and zoning are preferred. Each term is for a period of 5 years.

P&Z is responsible for a number of requirements as set forth in the Iowa Code, which have been adopted locally into the Van Meter Code of Ordinances, Chapter 165. Duties include making recommendations to the City Council on zoning regulations and districts, assist in preparing the City's Comprehensive Plan, and approval of documents pertaining but not limited to plats of survey, preliminary plats, final plats, and construction drawings. P&Z also makes recommendations to the Board of Adjustment on special use permits. This Commission meets monthly or as needed to address new applications for rezoning requests, special use permits, subdivisions, and more. The Planning & Zoning Commission meets on a monthly basis.

Statement of Receipt

Please read and sign this Statement of Receipt and return the completed sheet to the City Clerk for placement in your official record.

I have received my copy of the City of Van Meter Board and Commission Manual that outlines roles & responsibilities of City appointed boards and commissions. I will familiarize myself with the material in the handbook and understand that I am governed by its contents.

I understand that:

1. This manual applies to all City appointed boards and commissions.
2. Nothing in the Manual is considered as an explicit or implicit contract between the City and me.
3. The City may change, rescind, or add to any policies described in the Board and Commission at its discretion in accordance with the Iowa Code or Van Meter Code of Ordinances.

Your Signature:	
Your Name (please print):	Date:

Agenda Item #21

Discussion and Possible Action:

Resolution #2025-15 Approving Agreements with Civic Systems including Contract, License, Support and Hosting for Municipal Software

Submitted for: **Discussion and Possible Action**

City Clerk Drake will discuss further. The implementation cost is around \$100,000 (including year 1 of the subscription). We will only be billed for actual costs relating to the implementation. We can decrease the overall cost by reviewing data and making sure that we are working with clean data & not having a lot of rework or repetition. The cost to implement gWorks 15 years was around \$50,000. Aside from already detailed issues with gWorks, the new solution will provide for elimination of other subscriptions (time tracking, cemetery, gis, etc) and will move everything to the cloud server which will decrease monthly IT services fees. The go-live date will be September of 2025. The annual cost including support and hosting is equal to what gWorks would have been but includes much more functionality, automated workflows, accessibility to reporting data for ALL employees, elected officials and 3rd parties (including Building Inspection and Audit), ability to receive online payments for more than just utility billing and more. Civic Systems has been around for over 40 years. They have a solid client base in Iowa that is growing every day. City Clerk Drake has reached out to several current users and received positive feedback.

There funds available for a software upgrade between the Technology Replacement Fund, funds transferred to General from the Emergency Levy (as directed by the Department of Management since that levy has been eliminated by recent legislation).

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-15 Approving Agreements with Civic Systems including Contract, License, Support and Hosting for Municipal Software**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution 2025-15

“A Resolution Approving Agreements with Civic Systems including Contract, License, Support, and Hosting for Municipal Software”

WHEREAS, the City of Van Meter requires a new municipal software provider; and

WHEREAS, the City of Van Meter requires a software provider with hosting capabilities to best fit the City's IT Infrastructure; and

WHEREAS, City Staff participated in demos for several providers and reached out for customer reviews of the same; and

WHEREAS, City Staff received 3 proposals and the proposal from Civic Systems included the most functionality and was the lowest cost from an annual fee perspective; and

WHEREAS, City Staff has reviewed the agreements from Civic Systems; and

WHEREAS, the City Administrator recommends approval of the contracts with Civic Systems; now

THEREFORE, BE IT RESOLVED, that the City Council of the City of Van Meter approves the Contract Agreement, Software License Agreement, Support Agreement and Hosting Agreement with Civic Systems and authorizes the City Administrator and City Clerk execute and deliver the Agreement on behalf of the City of Van Meter.

Passed and adopted this 13th day of January, 2025.

ATTEST:

Jessica Drake, City Clerk

Joe Herman, Mayor

Computer Software and Services Contract

City of Van Meter

Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
mlaesch@civicsystems.com
www.civicsystems.com

January 1, 2025

Contract Agreement

This "Contract Agreement" is made this _____ day of _____ 2025 ("Effective Date") by and between the **City of Van Meter**, 310 Mill Street, PO Box 160, Van Meter, IA 50261 and **Civic Systems, LLC**, P.O. Box 7398, Madison, Wisconsin 53707-7398.

1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" - Will denote the City of Van Meter, IL.
- B. "Civic" - Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" –Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.
- F. "Accident" – Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Hardware Requirements
- D. Caselle Software License Agreement
- E. Civic Support Agreement

3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

4. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.

- F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.
- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

6. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

9. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

10. Termination

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Iowa, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Iowa. Both parties consent to the personal jurisdiction of the state and federal courts located in Iowa.

12. Title and Confidentiality

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

13. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398

City of Van Meter
310 Mill Street, PO Box 160
Van Meter, IA 50261

14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

15. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

19. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

20. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Iowa, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

24. Business License

In the event a local business license is required for Civic to perform services hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

Contract Agreement

26. Payment Terms

The total fees for Software and Services are estimated to be **\$100,510** as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client **\$50,255** upon the effective date.
- B. Civic shall invoice Client **\$50,255** After Training or in July 2025 whichever is later.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	<u>Investment</u>
Connect License Fees	\$ 53,900
Setup/Conversion Estimate	28,440
Training	<u>18,170</u>
Sub-total	<u>100,510</u>
ANNUAL SUPPORT TOTAL (Software For Life)	<u>\$ 19,970</u>
ANNUAL HOSTING FEES (4 Named Users)	<u>\$ 2,400</u>

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federally mandated mileage rate currently at \$0.68 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be \$170 nightly. Meals are invoiced as actual with a daily maximum of \$35.

Travel cost estimates are based on six (6) round trips and 15 overnights.

Mileage (six 620) mile round trips @ \$0.68/mile)	\$ 1,294
Hotel (15 nights at \$170/night)	2,550
Meals (15 days at \$35/day)	<u>525</u>
TOTAL INVESTMENT	<u>\$ 5,734</u>

28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

29. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

30. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF VAN METER

Signature: _____

Print Name: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Print Name: Chad Jarvi _____

Title: _____

Date: _____

Attachment A – Cost Detail

SELECTED MODULES (Included in the agreement)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
4 Concurrent User Licenses Included	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Reporting (Included No Cost)	0	0	0	0	0
Accounts Payable	3,900	960	960	5,820	1,570
AP ACH w/ Vendor Notification	0	0	0	0	0
Excel Connector	0	0	0	0	0
Accounts Receivable	2,700	960	720	4,380	810
Cash Receipting	3,000	480	480	3,960	1,300
Cemetery Management	1,500	1,200	600	3,300	450
Community Development					
Building Permits	3,900	960	960	5,820	1,570
Code Enforcement	2,900	960	960	4,820	870
Community Portal (Unlimited Applications -5 Setup)	--	3,600	900	4,500	600
Fixed Assets	1,500	600	350	2,450	450
General Ledger	4,800	1,440	1,920	8,160	1,840
Activity Reporting	0	0	0	0	0
Bank Rec	0	0	0	0	0
Budgeting	0	0	0	0	0
Iowa Reporting	0	0	0	0	0
Excel Connector	0	0	0	0	0
Material Management (Inventory)	3,900	960	960	5,820	1,570
miViewPoint (Department Head Dashboard) (Unlimited)	2,100	960	960	4,020	630
miCR (Need CR) (Unlimited Users)	0	0	0	0	0
miAP Workflow (Unlimited Users)	2,100	960	960	4,020	630
miBudget (Unlimited Users)	1,800	480	480	2,760	540
Payroll w/ Direct Deposit	6,900	2,400	1,920	11,220	2,470
Electronic Submittals (State and Fed)	0	0	0	0	0
miPay Online (Employee Portal)	0	0	0	0	0
miTime (Electronic Timesheets) (Unlimited Users)	2,100	960	960	4,020	630
Excel Connector	0	0	0	0	0
Utility Billing	7,500	4,800	2,880	15,180	2,650
Direct Pay	0	0	0	0	0
Electronic Read Interface (Meter Reading Import/Export)	0	0	0	0	0
Excel Connector	0	0	0	0	0
Service Orders	2,700	960	960	4,620	810
Mobile App (Unlimited Users)	0	0	0	0	0
Community Portal	600	960	240	1,800	580
Web Services	0	0	0	0	0
Implementation Project Management	0	3,840		3,840	0
Hosted in The Cloud (Up to 4 Named Users)	--	--	--	--	<u>2,400</u>
TOTALS COSTS	<u>53,900</u>	<u>28,440</u>	<u>18,170</u>	<u>100,510</u>	<u>22,370</u>

*First Year Annual Support Fees are prorated based on your Go-Live date.

**Community Portal and Terminal Credit/Debit Fees are 2.9% + \$.30 per transaction. Echeck over the terminal are \$1.10 per transaction.

Attachment A – Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price	One-Time conversion/ setup	Training Cost @ \$1,200/Day	Year one Total w/o Support	Annual Fees
Each additional Concurrent License	\$ 2,000	\$ 0	\$ 0	\$ 2,000	\$ 600
Community Development Add Ons					
Planning and Zoning	2,900	960	960	4,820	870
Human Resources	3,900	960	960	5,820	1,570
Energy Assistance (LIHEAP Tracking)	2,100	960	960	4,020	630
Purchase Orders w/ PO Workflow	1,500	600	450	2,450	450
miOpen Enrollment	1,200	360	240	2,200	360
Hosted Named Users Above 4 (Each)	--	--	--	--	720

*Above amounts include the discount provided.

Attachment B - Conversion Services

The following outlines the conversion services to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- > Vendor Information
- > 3 years of invoice and check history (**More Years Available**)
- > Report preparation
- > AP check formatting

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

General Ledger

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information (**More Years Available**)
- > 3 years of budget information (**More Years Available**)

Payroll

- > Employee information
- > Pay code setup
- > Current Year to Date Totals
- > Recalculate payroll to ensure data accuracy
- > Report preparation
- > Leave time balances
- > Paycheck formatting

Utility Billing

- > Customer information
- > Customer balances by service
- > Meter information
- > Location information
- > 13 months consumption History
- > Report preparation
- > Utility billing formatting
- > Recalculate bill run to ensure data accuracy
- > Setup rates and services

Attachment C - Hardware Requirements

HARDWARE REQUIREMENTS (ONLY NEEDED IF ON PREMISE)

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2016 Server (64-bit), 2019 (64-bit), or 2022 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (1 GB) and data Enterprise SSD Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none">• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).• Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2016 (64-bit), 2019, or 2022 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10 or 11™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	10 Mbps minimum available connection speed Explanation: Caselle® Applications require Internet access to download program updates.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Authorized and Certified

Attachment D – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment D – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and You hereby consent to the jurisdiction of State and Federal courts in Iowa. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment E – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of Van Meter**, 310 Mill Street, PO Box 160, Van Meter, IA 54868 and **Civic Systems, LLC**, P.O. Box 7398, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the City of Van Meter, IA.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules "go-live" date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment E – Civic Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment E – Civic Support Agreement

12. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment E – Civic Support Agreement

13. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly Advisory Group, LP) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

14. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

15. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398

City of Van Meter
310 Mill Street, PO Box 160
Van Meter, IA 50261

Attachment E – Civic Support Agreement

17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

18. SOFTWARE SUPPORT

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic.

19. MISCELLANEOUS

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.

Attachment F – Hosted Agreement

This Hosted Services Agreement (the “Hosted Agreement”) is between Ontech Systems, Inc., a Wisconsin corporation (“ONTECH”), 11800 W. Park Place, Milwaukee, WI 53224, (262) 522-8560 and “CLIENT”.

“CLIENT” Organization/DBA: City of Van Meter

Street: 310 Mill Street, PO Box 160

City: Van Meter

State: IA

Zip Code: 50261

Phone: 515.996.2644

Date: 1/1/25

Minimum # of Committed Named User for 36 Months: 4

1. PURPOSE

The purpose of this Hosted Agreement is to detail the understandings under which ONTECH will provide Hosted IT services (“Services”) to you. Additional Services to be provided will be mutually defined by ONTECH and you based upon your current need. Client desires to hire ONTECH and ONTECH agrees to provide CLIENT with certain Hosted Services within Microsoft Azure Data Centers. .

2. TERMS CONFIDENTIAL

The terms and conditions in this Hosted Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

Attachment F – Hosted Agreement

EXHIBIT A

Terms, Conditions and Definitions

1) **General Terms, Exclusions, and Responsibilities.**

a) **General Responsibilities; ONTECH** will provide:

- i) Qualified personnel to perform all activities identified in this Statement of Work.
- ii) Detailed time reporting and related expense information to support its billings in electronic documentation.
- iii) Services in a professional manner and abide by the CLIENT's code of business conduct.
- iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.

b) **General Responsibilities: Client** will provide:

- i) Reliable Internet access. Intermittent dropping of connection will cause approval of reconnection through MFA. For optimum performance, a 100/100 fiber (or higher) internet connection is recommended.
- ii) ONTECH with remote access to its computer systems and equipment.
- iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement,
- iv) ONTECH with adequate workspace and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.
- v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.
- vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.
- vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network

c) **General Responsibilities: Client** will agree:

- i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.

d) **Exclusions.** Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.

- i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH
- ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.
- iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.
- iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.
- v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.
- vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.
- vii) Service made necessary by Internet or telephone service provider outages.
- viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

Attachment F – Hosted Agreement

2) **Definitions.** The following definitions apply to this Agreement:

“Addendum” are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

“Affiliate” is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

“Confidential Information” is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party’s products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless accepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

“Client” is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. “Client” also refers to any subdivision or parent of the signatory to this Agreement.

“Delivery” or “Delivered” means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

“ONTECH” refers to the Corporation that has agreed to provide Services under this Agreement.

“You” means the CLIENT and **“Your”** means the request, facilities or operations of the CLIENT.

“Receipt” in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

“Services” are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

“Scope of Services” is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

“Signed” means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail”).

“Subscription” means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

Attachment F – Hosted Agreement

3) Fees. As compensation for the Hourly Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under an Hourly Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its hourly fees and charges upon forty-five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Hourly Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

- Parts, hardware, and software not covered by warranties
- Software licenses, subscription, or upgrade fees
- Manufacturer or vendor support fees, whether by annual contract or per incident
- Consumable materials, such as printer cartridges and removable storage tapes/disks
- Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH's office and the CLIENT's location at one hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Addendum. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH's office to CLIENT's location. Upon CLIENT's request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

4) Invoices. Client will be invoiced on the effective date and semi-annually thereafter. Invoices are sent in December for services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Hosted services rendered in the subsequent six (6) months for July through December. New clients added in the middle of the semi annual billing cycle will have a prorated fee for the remaining months of that billing cycle.

All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. ONTECH has the right to increase Hosted charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

5) Suspension/Termination of Services. ONTECH reserves the right to suspend the delivery of Services if the CLIENT's account becomes 60 days or more past due effective upon CLIENT's receipt of written notice of Suspension. Services will not be resumed until the CLIENT's past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT's receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH's engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Hosted Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out-of-pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

6) Hosted Agreement Term. This Agreement shall be effective as of the go live date and shall continue in effect for a period of thirty-six (36) months (the "initial term") from the hosted go live date unless canceled by either party upon sixty (60) days' written notice. Early termination by CLIENT will result in full payment of the monthly contracted hosted services as defined in the signed Hosted Agreement. If renewal addendum is not signed by expiration date, an automatic 10% monthly price increase will go into effect at the next invoice date.

Attachment F – Hosted Agreement

7) Relationship. The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

8) Limited Warranties; Disclaimers. ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT's sole and exclusive remedy for a breach of ONTECH's warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH's warranty. A claim for breach of ONTECH's warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT's discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH's warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH "AS IS." ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT's efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer's Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

9) Insurance. ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

- (a) Worker's Compensation in accordance with the law in the State of Wisconsin.
- (b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.
- (c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

Attachment F – Hosted Agreement

10) Limitations of Liability; Indemnification. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.

EXCEPT AS PROVIDED IN PARAGRAPH EIGHT (8) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

11) Confidentiality. The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

12) Non-solicitation of Ontech employees. CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

13) Integration; merger. This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to

Attachment F – Hosted Agreement

CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

14) Binding effect. This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.

15) Governing law. This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.

16) No modifications. Except as provided in paragraph 13, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.

17) No assignments without consent. This Agreement may not be assigned without the written consent of the other party.

18) Counter-parts. This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.

19) Authority. The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Hosted Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.

Signature: _____

Mark P. Dohnal

President

Date: _____

City of Van Meter, IA

Signature: _____

Name: _____

Title: _____

Date: _____

Agenda Item #22

Discussion and Possible Action:

Resolution #2025-16 Accepting Site Plan #3 as submitted by the Van Meter Community School District

Submitted for: **Discussion and Possible Action**

The City received the 3rd site plan submission from the school. The plan was reviewed by V&K and Planning & Zoning. Both recommend approval. **Full Site Plan is available at City Hall upon request.**

Recommendation: **APPROVAL**

Sample Language: Motion to Resolution #2025-16 Accepting Site Plan #3 as submitted by the Van Meter Community School District

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution #2025-16

"A Resolution Approving Site Plan #3 as submitted by the Van Meter Community School District"

WHEREAS, the City of Van Meter received a site plan submission from the Van Meter Community School District for property located within the City of Van Meter corporate limits; and

WHEREAS, the City Engineer reviewed said site plan. The City Engineer provided his opinion to the Van Meter Planning & Zoning Commission. The Commission reviewed said plat and recommendation. The City Engineer and Planning & Zoning Commission recommend approval of said site plan; now

THEREFORE, be it resolved by the City of Council of the City of Van Meter that the site plan as submitted by the Van Meter Community School District is approved.

PASSED AND APPROVED THIS 13TH DAY OF JANUARY, 2025

Joe Herman, Mayor

ATTEST: Jessica Drake, City Clerk

Property Location for Site Plan (street address and/or boundary description):

Subdivision Name: _____

Gross acreage of subdivision: _____ Total number of proposed lots: _____

Current property zoning: _____

Is subdivision within Van Meter's corporate limits yes no

Is subject property within a 100-year floodplain yes no *NOTE: Only the north drainageway

Applicant/Contact Person: _____

Full Name: _____ Company: _____

Address: _____

City, State, Zip: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Property Owner: _____

Full Name: _____ Company: _____

Address: _____

City, State, Zip: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Attorney _____

Full Name: _____ Firm Name: _____

Address: _____

City, State, Zip: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Land Surveyor/Engineer: _____

Address: _____

City, State, Zip: _____


Office Phone: _____ Cell Phone: _____

E-mail: _____

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Van Meter, and have submitted all the required information.

Signed by:  Date: 12/11/2024
(Applicant/Contact Person)

Note: No other signature may be substituted for the Property Owner's Signature

and:  Date: _____
(Property Owner)

- The Site Plan, drawn to scale on a sheet not to exceed 24"x 36", shall be submitted to the City Clerk and the City Engineer. Applicant shall submit 1 paper copy to the City Clerk, 1 paper copy to the City Engineer and an electronic copy to each.
- The Site Development Plan must be prepared by a Civil Engineer, a Land Surveyor, a Landscape Architect, or an Architect.
- Additional submittals may be required such as Construction easement documents and legal descriptions, IDOT ROW permit, or traffic impact studies, if deemed necessary by City Staff

Site Plan Required Information

Cover Page

- Applicant's name, address, project location, and names of adjoining subdivisions, the numbers of the adjoining lots, and the names & addresses of adjoining landowners
- Property address(es) and legal description
- Name and address of persons who prepared the Site Plan & date of preparation
- North arrow, Vicinity sketch (1"=500'), Scale between 1"=10' and 1"=60', unless an alternate scale is approved by the City Engineer
- Construction schedule
- Area of the lot or site in square feet and acres
- Zoning designation (State if the property is within an Overlay District or PUD), setbacks, building height
- Proposed use of the property in sufficient detail to determine code compliance

Required Illustrations

- Property boundary lines, dimensions, and total area of the proposed development
- Existing and proposed contour lines of the proposed development and 50 feet beyond the boundaries of the proposed development at intervals of not more than two feet. If substantial topographic change is proposed, the existing topography of the development and of the surrounding area shall be illustrated on a separate map, and the proposed finished topography shown on the Site Plan
- The availability, location, size, and capacity of existing utilities, and of proposed utilities
- The proposed use of building materials, location, size, height, shape, use, elevation, building sign type, and illustration of all buildings or structures in the proposed development. Samples of building materials may be required for review at the Planning and Zoning meeting
- The total square footage of building floor areas, both individually and collectively in the proposed development
- Existing buildings, rights-of-way, public sidewalks, street improvements, utility easements, drainage courses, streams and wooded areas
- The number of dwelling units, offices, etc., planned for the site
- A vicinity sketch showing adjacent existing land uses within 500 feet of the property

Required Illustrations - continued

- ❑ Location number, dimensions and design of off-street parking in the proposed development, including:
 - Driveways, Islands & Planters
 - Striping & Curbs
 - Loading Facilities
 - Type & Location of Lighting
 - Surface Treatment
- ❑ Open spaces, recreational areas, public sidewalks, walkways and Driveways, outside lighting, walls, fences, monuments, statues, and other manmade features to be used in the landscape of the proposed development
- ❑ Facilities for the collection and disposal of garbage and trash, and screening structures
- ❑ Walls, fences, or other artificial screens to be used as buffers shall be shown in elevation and perspective with proposed height and structural material indicated
- ❑ A Site Lighting Plan shall be provided, indicating the location, type, fixture height, power rating and shielding method of all existing and proposed lighting. A photometric plan shall be provided that details the horizontal illumination of the site and the vertical light trespass along the perimeter of the site.
- ❑ Storm Water Management Plan shall be provided which shall include calculations of detention sizing and release rate control facilities
- ❑ Traffic considerations or utility capacities and all other considerations pertinent to the proposed use may be requested for illustration or statistical purposes
- ❑ Free standing identification signs; location, setback, dimensions, height and illustrations
- ❑ Location and type of all plants, trees, ground cover to be used in the landscape. Landscaping to be used for screening purposes shall be illustrated with the size and exact names of plants, shrubs or trees to be planted clearly indicated. The planting location shall not adversely affect utility easements or service lines.
- ❑ Such additional information, drawings, or other materials necessary to describe a proposed project as may be requested by the City Engineer or Commission

Amendments

An approved Site Plan may be amended when there is any change in location, size, design, conformity or character of buildings and other improvements, provided that the amended Site Plan conforms to the provisions of this chapter and other provisions of the Code of Ordinances. An amended Site Plan shall be submitted to the City and reviewed by the Commission and approved by the City Council in the same manner as an original Site Plan.

Additional information

Please list all possible nuisance factors and means for alleviating those factors, such as noise, odor, smoke, dust, fumes, vibration, or heat. As part of the Site Plan approval process, the property owner may be required by the Council to install public utilities, including but not limited to, water lines, storm sewer, sanitary sewer, fire hydrants, and such other utilities as applicable to properly serve the proposed plan.

Additional Information - continued

Where required as part of a Site Plan approval, utilities, streets, and sidewalks shall be constructed in accord with the City's construction standards for those portions within the public right-of-way and to be dedicated to the City. Utilities, streets, and sidewalks may also be required to be constructed to the same specifications for those undedicated portions where such utilities and improvements may have a direct affect on the future safety, proper functioning and maintenance of those portions to be dedicated.

No application can be accepted for filing unless all required information is submitted

Application Fee: \$250.00 to be submitted at the time of application plus reimbursement for all actual professional fees incurred by the City of Van Meter pertaining to the review. Applicant will be invoiced for professional fees upon completion of the review.

Applications shall be submitted to the City Clerk of Van Meter, City Hall, 310 Mill Street - PO BOX 160, Van Meter, IA 50261. Electronic submission shall be sent to pandz@vanmeteria.gov.

For Staff Use:

Received by: _____ Date: _____

Fee Receipt Date: _____

Planning Meeting Date: _____

City Council Meeting Date:



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

January 7, 2025

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

VAN METER, IOWA
VAN METER SCHOOL ADDITION
SITE PLAN REVIEW

Veenstra & Kimm, Inc. has reviewed the site plan application, dated December 11, 2024, for Van Meter School Addition and offer the following comments. The review is based on items as outlined in the Van Meter Site Plan Application Form. The comments in this review refer only to those items of Chapter 167 that are not fully addressed on the drawings for the school site.

Cover Sheet

1. It is suggested that the total property of the school site be shown on a separate sheet and the new and existing school improvements be indicated on the plan in relation to total site. The proposed property boundary should be shown with a heavy line. It is noted that the site plan applies to all the school property within limits as shown on the Vicinity Map.
2. Provide north arrow for the Vicinity Map.

Required Illustrations

1. Property boundary should be shown with a heavy line on the enlarged drawing of the school site as noted above.
2. Existing and proposed contour lines should be shown for the whole school site and 50 feet beyond the proposed development.
3. The size of all existing public utilities and easements, (i.e. the supply wells and water main), should be shown on the site plan. For clarity it is suggested that the utilities be color coded for ease of understanding site.

4. Regarding the proposed water main serving the school building, previous review letters by Veenstra & Kimm, Inc. to the City have provided suggestions how to improve the water service for the school now and in the future. The new addition will have an 8" water service connected to the existing 12" water main on Richland Road. This option requires the 12" valve near the curve of Richland Road and Elm Street closed to separate the high and low pressure zones.
5. Identify and label the property owned by the City of Van Meter located in the north part of the school site and the property located south of the school site. (i.e. well location)
6. The proposed use of exterior materials, for the buildings or structures should meet the intent of Chapter 171 of the City Code. The drawing elevations of the new school addition have been provided with the application. It is suggested that rendered color drawings of the elevations be provided that clearly show the additions and the existing school. Also elevations of the concession, restroom and weight room buildings should be provided for review by City.
7. Show rights of way of public streets and sidewalks.
8. The type of light fixtures for parking and other outdoor lights should be provided for City's review.
9. A separate drawing should be included in the site plans for the complete school site that shows the proposed storm sewers and drainage swales from the subareas to the combined outlet as outlined in the Storm Water Management Plan report. The drawing should show the contours, size and capacity of storm sewers, drainage swales and the detention basin. Details including outlet storm sewers with inverts, 100 year storm elevations, top of berms and overflows should be indicated.
10. Show the building setback lines for the school site.

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

VEENSTRA & KIMM, INC.



Randy M. Johnson

RMJ:mmc
193102

Cc: Jessica Drake

From: [Randy Johnson](#)
To: [Jess Drake](#); [Elizabeth \(Liz\) Faust](#)
Cc: [Drew McCombs](#)
Subject: RE: City of Van Meter - School Addition Site Plan Review
Date: Tuesday, January 7, 2025 4:35:33 PM
Attachments: [image002.png](#)
[P BFA VIPERSPEC.pdf](#)

Hi Jess,

I just tried calling to discuss as I am sure the P&Z Board has been presented and reviewed the overall school project in the past. V&K's letter is more in line of having an overall plan drawing to indicate how the new project ties to the existing site to show the P&Z Board. I spoke to Gage, and he was going to put together an overall drawing, color rendered elevation drawing, and overall drainage plan for the board meeting.

Our recommendation would be to approve the site plan but provide the City the opportunity to review:

- Overall site plan of the property indicating the new improvement compared to existing site. The site plan can include existing public utilities and easements as well as existing City owned property.
- Elevations with colors to ensure the new and existing are what the City is expecting the building to appear.
- Light Fixture type for light pole for City's review. Gage just provided the attached cut sheet. This would be acceptable to V&K but wanted to confirm the profile is acceptable to City.
- Overall drainage plan of the property showing how each subarea drains to offsite areas.

Please call with questions. I will plan on attending the P&Z meeting to address any comments.

Sincerely

Randy

Randy M. Johnson, P.E.

Civil Engineer



3000 Westown Parkway
West Des Moines, Iowa 50266
515-225-8000 (o)
515-249-5741 (c)

WE ARE MOVING!

Q1 OF 2025



6775 Vista Drive, West Des Moines, IA 50266

From: Jess Drake <jdrake@vanmeteria.gov>

Sent: Tuesday, January 7, 2025 4:00 PM

To: Randy Johnson <rjohnson@v-k.net>; Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>

Cc: Drew McCombs <dmccombs@vanmeteria.gov>

Subject: [EXTERNAL] RE: City of Van Meter - School Addition Site Plan Review

What is your recommendation? Should P&Z require all of the things listed and then they will reconsider the site plan? Or should they recommend acceptance by Council? Or something totally different?

Jess Drake

City of Van Meter | City Clerk

515-996-2644 (o) | 515-478-5047 (c)

jdrake@vanmeteria.gov

From: Randy Johnson <rjohnson@v-k.net>

Sent: Tuesday, January 7, 2025 3:56 PM

To: Elizabeth (Liz) Faust <lfaust@vanmeteria.gov>; Jess Drake <jdrake@vanmeteria.gov>

Cc: Gage DeCook <gdecook@larsonengr.com>; Drew McCombs <dmccombs@vanmeteria.gov>

Subject: City of Van Meter - School Addition Site Plan Review

Hi Liz/Jess

Attached is Veenstra & Kimm Inc. review comments for the School Addition Site Plan Review.

Please let us know if you have any questions

Sincerely

Randy

Randy M. Johnson, P.E.

Civil Engineer



3000 Westown Parkway

West Des Moines, Iowa 50266

515-225-8000 (o)

515-249-5741 (c)

WE ARE MOVING!

Q1 OF 2025



6775 Vista Drive, West Des Moines, IA 50266

VIPER Area/Site

VIPER LUMINAIRE

FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, LightGRID+ and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped



CONTROL TECHNOLOGY



SERVICE PROGRAMS



SPECIFICATIONS

CONSTRUCTION

- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS

- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION

- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater than 20ft, a vibration damper is recommended

ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

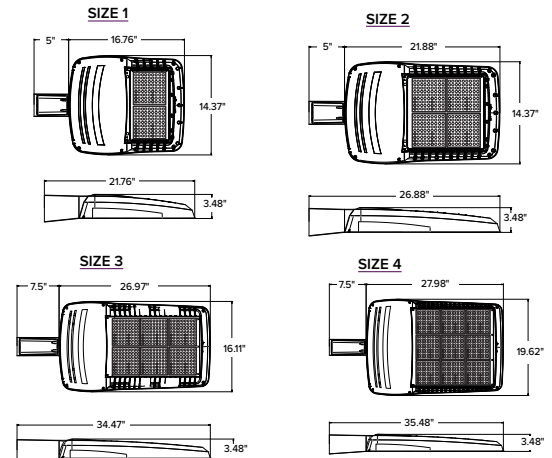
CONTROLS

- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)

CONTROLS (CONTINUED)

- 0-10V Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 6" standard
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- LightGRID+ available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

MICRO STRIKE | STRIKE OPTICS



	EPA				Config
	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to <http://www.designlights.org> for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to <https://www.currentlighting.com/resources/america-solutions>).

WARRANTY

- 5 year warranty

VIPER Area/Site

VIPER LUMINAIRE

MICROSTRIKE OPTICS – ORDERING GUIDE

Gray Shading = Service Program Limit of 15 luminaires

Example: VP-2-320L-145-3K7-2-R-UNV-A3-BLT

 CATALOG #

VP Series	Optic Platform	Size	Light Engine	CCT/CRI	Distribution	Optic Rotation	Voltage
VP Viper	Micro Strike	1 Size 1	160L-35 ⁶ 5500 lumens 160L-50 ⁶ 7500 lumens 160L-75 10000 lumens 160L-100 12500 lumens 160L-115 15000 lumens 160L-135 18000 lumens 160L-160 21000 lumens 320L-145 21000 lumens 320L-170 24000 lumens 320L-185 27000 lumens 320L-210 30000 lumens 320L-235 33000 lumens 320L-255 36000 lumens 320L-315 ⁶ 40000 lumens 480L-285 40000 lumens 480L-320 44000 lumens 480L-340 48000 lumens 480L-390 52000 lumens 480L-425 55000 lumens 480L-470 60000 lumens 720L-435 60000 lumens 720L-475 65000 lumens 720L-515 70000 lumens 720L-565 ⁶ 75000 lumens 720L-600 ⁶ 80000 lumens CLO Custom Lumen Output ¹	AP AP-Amber Phosphor Converted 27K8 2700K, 80 CRI 3K7 3000K, 70 CRI 3K8 3000K, 80 CRI 35K8 3500K, 80 CRI 3K9 3000K, 90 CRI 4K7 4000K, 70 CRI 4K8 4000K, 80 CRI 4K9 4000K, 90 CRI 5K7 5000K, 70 CRI 5K8 5000K, 80 CRI	2 Type 2 3 Type 3 4F Type 4 Forward 4W Type 4 Wide 5QW Type 5 Square Wide	BLANK No Rotation L Optic rotation left R Optic rotation right	UNV 120-277V 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V
		2 Size 2					
		3 Size 3					
		4 Size 4					

Mounting	
A	Arm mount for square pole/flat surface (B3 Drill Pattern) (Does not include round pole adapter)
A_	Arm mount for round pole ²
ASQU	Universal arm mount for square pole. Can be used with B3 or S2 Drill Pattern
A_U	Universal arm mount for round pole ²
AAU	Adjustable arm for pole mounting (universal drill pattern)
AA_U	Adjustable arm mount for round pole ²
ADU	Decorative upswept Arm (universal drill pattern)
AD_U	Decorative upswept arm mount for round pole ²
MAF	Mast arm fitter for 2-3/8" OD horizontal arm
K	Knuckle
T	Trunnion
WB	Wall Bracket, horizontal tenon with MAF
WM	Wall mount bracket with decorative upswept arm
WA	Wall mount bracket with adjustable arm

Color	
BLT	Black Matte Textured
BLS	Black Gloss Smooth
DBT	Dark Bronze Matte Textured
DBS	Dark Bronze Gloss Smooth
GTT	Graphite Matte Textured
LGS	Light Grey Gloss Smooth
LGT	Light Grey Gloss Textured
PSS	Platinum Silver Smooth
WHT	White Matte Textured
WHS	White Gloss Smooth
VGT	Verde Green Textured
Color Option	
CC	Custom Color

Options	
F	Fusing
2PF	Dual Power Feed
2DR	Dual Driver
TE	Toolless Entry
BC	Backlight Control ⁸
TB	Terminal Block

Network Control Options	
NXWS16F	NX Networked Wireless Enabled Integral NX SMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming ^{1,3,4}
NXWS40F	NX Networked Wireless Enabled Integral NX SMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming ^{1,3,4}
NXW	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor ^{3,4}
WIR	LightGRID+ In-Fixture Module ^{3,4}
WIRSC	LightGRID+ Module and Occupancy Sensor ^{3,4}
Stand Alone Sensors	
BTS-14F	Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
BTS-40F	Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
BTSO-12F	Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
7PR	7-Pin Receptacle ⁴
7PR-SC	7-Pin Receptacle with shorting cap ⁴
3PR	3-Pin twist lock ⁴
3PR-SC	3-Pin receptacle with shorting cap ⁴
3PR-TL	3-Pin PCR with photocontrol ⁴
Programmed Controls	
SCP_ F	Sensor Control Programmable, 8F or 40F ⁹
ADD	AutoDim Timer Based Dimming ⁴
ADT	AutoDim Time of Day Dimming ⁴
Photocontrols	
PC	Button Photocontrol ^{4,7}

1 – Items with a grey background can be done as a custom order. Contact brand representative for more information
 2 – Replace “_” with “3” for 3.5”-4.13” OD pole, “4” for 4.18”-5.25” OD pole, “5” for 5.5”-6.5” OD pole
 3 – Networked Controls cannot be combined with other control options
 4 – Not available with 2PF option
 5 – Not available with Dual Driver option

6 – Some voltage restrictions may apply when combined with controls
 7 – Not available with 480V
 8 – BC not available on 4F and type 5 distributions
 9 – At least one SCPREMOTE required to program SCP motion sensor. Must select 8ft or 40ft.

VIPER Area/Site

VIPER LUMINAIRE

STRIKE OPTIC – ORDERING GUIDE

Example: VP-ST-1-36L-39-3K7-2-UNV-A-BLT

CATALOG # _____

VP Series	Optic Platform	Size	Light Engine	CCT/CRI	Distribution	Optic Rotation	Voltage
VP Viper	ST Strike	1 Size 1	36L-39 ⁸ 5500 lumens 36L-55 ⁸ 7500 lumens 36L-85 10000 lumens 36L-105 12500 lumens 36L-120 14000 lumens	AM monochromatic amber, 595nm 27K8 2700K, 80 CRI 3K7 3000K, 70 CRI 3K8 3000K, 80 CRI 3K9 3000K, 90 CRI 35K8 3500K, 80 CRI 4K7 4000K, 70 CRI 4K8 4000K, 80 CRI 4K9 4000K, 90 CRI 5K7 5000K, 70 CRI 5K8 5000K, 80 CRI	FR Auto Front Row 2 Type 2 3 Type 3 4F Type 4 Forward 4W Type 4 Wide 5QN Type 5 Square Narrow 5QW Type 5 Square Wide 5QM Type 5 Square Medium 5W Type 5 Wide (Round) 5RW Type 5 Rectangular C Corner Optic TC Tennis Court Optic	BLANK No Rotation L Optic rotation left R Optic rotation right	UNV 120-277V 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V
		2 Size 2	72L-115 15000 lumens 72L-145 18000 lumens 72L-180 21000 lumens 72L-210 24000 lumens 72L-240 27000 lumens				
		3 Size 3	108L-215 ⁸ 27000 lumens 108L-250 30000 lumens 108L-280 33000 lumens 108L-325 36000 lumens 108L-365 40000 lumens				
		4 Size 4	162L-320 40000 lumens 162L-365 ¹⁰ 44000 lumens 162L-405 48000 lumens 162L-445 52000 lumens 162L-485 55000 lumens 162L-545 ⁸ 60000 lumens CLO Custom Lumen Output ¹				

Mounting	
A	Arm mount for square pole/flat surface
A_	Arm mount for round pole ³
ASQU	Universal arm mount for square pole
A_U	Universal arm mount for round pole ³
AAU	Adjustable arm for pole mounting (universal drill pattern)
AA_U	Adjustable arm mount for round pole ³
ADU	Decorative upswept Arm (universal drill pattern)
AD_U	Decorative upswept arm mount for round pole ³
MAF	Mast arm fitter for 2-3/8" OD horizontal arm
K	Knuckle
T	Trunnion
WB	Wall Bracket, horizontal tenon with MAF
WM	Wall mount bracket with decorative upswept arm
WA	Wall mount bracket with adjustable arm

Color	
BLT	Black Matte Textured
BLS	Black Gloss Smooth
DBT	Dark Bronze Matte Textured
DBS	Dark Bronze Gloss Smooth
GTT	Graphite Matte Textured
LGS	Light Grey Gloss Smooth
LGT	Light Grey Gloss Textured
PSS	Platinum Silver Smooth
WHT	White Matte Textured
WHS	White Gloss Smooth
VGT	Verde Green Textured
Color Option	
CC	Custom Color

Options	
F	Fusing
E	Battery Backup ^{1,2,7,8,9}
2PF	Dual Power Feed
2DR	Dual Driver
TE	Tooless Entry
BC	Backlight Control
TB	Terminal Block

Network Control Options	
NXWS16F	NX Networked Wireless Enabled Integral NXSM2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming ^{1,4,5}
NXWS40F	NX Networked Wireless Enabled Integral NXSM2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming ^{1,4,5}
NXW	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor ^{4,5}
WIR	LightGRID+ In-Fixture Module ^{4,5}
WIRSC	LightGRID+ Module and Occupancy Sensor ^{4,5}
Stand Alone Sensors	
BTS-14F	Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
BTS-40F	Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming® Photocell and 360° Lens
BTSO-12F	Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
7PR	7-Pin Receptacle ⁴
7PR-SC	7-Pin Receptacle with shorting cap ⁴
3PR	3-Pin twist lock ⁴
3PR-SC	3-Pin receptacle with shorting cap ⁴
3PR-TL	3-Pin PCR with photocontrol ⁴
Programmed Controls	
SCP_F	Sensor Control Programmable, 8F or 40F ¹¹
ADD	AutoDim Timer Based Dimming ⁴
ADT	AutoDim Time of Day Dimming ⁴
Photocontrols	
PC	Button Photocontrol ^{4,7}

1 – Items with a grey background can be done as a custom order. Contact brand representative for more information

2 – Battery temperature rating -20C to 55C

3 – Replace “_” with “3” for 3.5”-4.13” OD pole, “4” for 4.18”-5.25” OD pole, “5” for 5.5”-6.5” OD pole

4 – Networked Controls cannot be combined with other control options

5 – Not available with 2PF option

6 – Not available with 480V

7 – Not available with 347 or 480V

8 – Not available with Dual Driver option

9 – Only available in Size 1 housing, up to 105 Watts

10 – Some voltage restrictions may apply when combined with controls

11 – At least one SCPREMOTE required to program SCP motion sensor. Must select 8ft or 40ft.

VIPER Area/Site

VIPER LUMINAIRE

ORDERING GUIDE (CONT'D)

CATALOG # _____

Accessory Type	Size	Option	Color		
SHD Shield	1 Size 1	HSS-90-B House Side Shield 90° Back	BLS Black Gloss Smooth BLT Black Matte Textured DBS Dark Bronze Gloss Smooth DBT Dark Bronze Matte Textured GTT Graphite Matte Textured LGS Light Gray Gloss Smooth PSS Platinum Silver Smooth WHS White Gloss Smooth WHT White Matte Textured VGT Green Landscape Decorative LEG Legacy Colors		
	2 Size 2	HSS-90-F House Side Shield 90° Front			
	3 Size 3	HSS-90-S House Side Shield 90° Side			
	4 Size 4	HSS-270-BSS House Side Shield 270° Back/Side/Side			
		HSS-270-FSS House Side Shield 270° Front/Side/Side			
		HSS-270-FSB House Side Shield 270° Front/Side/Back			
		HSS-360 House Side Shield 360°			
	MTG Mounting			BC Back Light Control	Color Option CC Custom Color
				A Arm Mount for square pole/flat surface	
				ASQU Universal Arm Mount for square pole	
		AAU Adjustable Arm for pole mounting			
		ADU Decorative upswept Arm			
		RPA Round Pole Adapter			
		MAF Mast Arm Fitter for 2-3/8" OD horizontal arm			
		K Knuckle			
		T Trunnion			
		WB Wall Bracket (compatible with universal arm mounts)			
Accessory Type		Option			
MSC Miscellaneous		BIRD SPK Bird Spike			

Current Control Solutions — Accessories (Sold Separately)

NX Lighting Controls

NXOFM-1R1D-UNV On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with NX Radio and Bluetooth® Radio, 120–480VAC

LightGRID+ Lighting Control

WIR-RME-L On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with LightGRID+ Radio, 110–480VAC

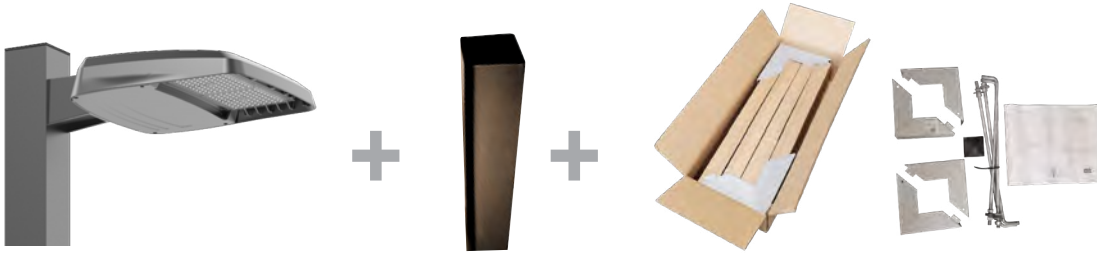
SCP-REMOTE Remote Control for SCP/_F option. Order at least one per project to program and control the occupancy sensor

For additional information related to these accessories please visit currentlighting.com/beacon. Options provided for use with integrated sensor, please view specification sheet ordering information table for details.

VIPER Area/Site

VIPER LUMINAIRE

VIPER POLE EXPRESS COMBO – ORDERING GUIDE



Catalog Number	Pole	Single or Double Head	Fixture	Lumens*	Wattage	Distribution	CCT/CRI	Mounting	Finish
VP-1-160-4K-3-LS-S20	20' Square Straight Steel	Single	VP-1-160-4K-3-LS	19584	158W	Type 3	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-3-LS-S20-2X	20' Square Straight Steel	Double	VP-1-160-4K-3-LS	19584	158W	Type 3	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-4F-LS-S20	20' Square Straight Steel	Single	VP-1-160-4K-4F-LS	19426	158W	Type 4F	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-4F-LS-S20-2X	20' Square Straight Steel	Double	VP-1-160-4K-4F-LS	19426	158W	Type 4F	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-3-LS-S25	25' Square Straight Steel	Single	VP-1-160-4K-3-LS	19584	158W	Type 3	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-3-LS-S25-2X	25' Square Straight Steel	Double	VP-1-160-4K-3-LS	19584	158W	Type 3	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-4F-LS-S25	25' Square Straight Steel	Single	VP-1-160-4K-4F-LS	19426	158W	Type 4F	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-4K-4F-LS-S25-2X	25' Square Straight Steel	Double	VP-1-160-4K-4F-LS	19426	158W	Type 4F	4000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-3-LS-S20	20' Square Straight Steel	Single	VP-1-160-5K-3-LS	19499	158W	Type 3	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-3-LS-S20-2X	20' Square Straight Steel	Double	VP-1-160-5K-3-LS	19499	158W	Type 3	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-4F-LS-S20	20' Square Straight Steel	Single	VP-1-160-5K-4F-LS	19186	158W	Type 4F	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-4F-LS-S20-2X	20' Square Straight Steel	Double	VP-1-160-5K-4F-LS	19186	158W	Type 4F	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-3-LS-S25	25' Square Straight Steel	Single	VP-1-160-5K-3-LS	19499	158W	Type 3	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-3-LS-S25-2X	25' Square Straight Steel	Double	VP-1-160-5K-3-LS	19499	158W	Type 3	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-4F-LS-S25	25' Square Straight Steel	Single	VP-1-160-5K-4F-LS	19186	158W	Type 4F	5000K/70CRI	Universal Arm	Dark Bronze Textured
VP-1-160-5K-4F-LS-S25-2X	25' Square Straight Steel	Double	VP-1-160-5K-4F-LS	19186	158W	Type 4F	5000K/70CRI	Universal Arm	Dark Bronze Textured

VIPER POLE EXPRESS COMBO – STOCK LUMINAIRE SKUS

Catalog Number	Lumens	LPW	Distribution	Wattage	CCT/CRI	Voltage	Mounting	Finish
VP-1-160-4K-3-LS	19584	123.9	3	158W	4000K/70CRI	120-277V	Universal Arm with RPA (A3U)	Dark Bronze Textured
VP-1-160-4K-4F-LS	19426	122.9	4F	158W	4000K/70CRI	120-277V	Universal Arm with RPA (A3U)	Dark Bronze Textured
VP-1-160-5K-3-LS	19499	123.4	3	158W	5000K/70CRI	120-277V	Universal Arm with RPA (A3U)	Dark Bronze Textured
VP-1-160-5K-4F-LS	19186	121.4	4F	158W	5000K/70CRI	120-277V	Universal Arm with RPA (A3U)	Dark Bronze Textured

VIPER POLE EXPRESS COMBO – ACCESSORIES











Catalog Number	Description
VM14DB	Vibration Dampener, mounts to top of pole for reduced vibration



VIPER Area/Site

VIPER LUMINAIRE

OUTDOOR LIGHTING CONTROLS OPTIONS CONTROLS FUNCTIONALITY LIGHT GRID⁺

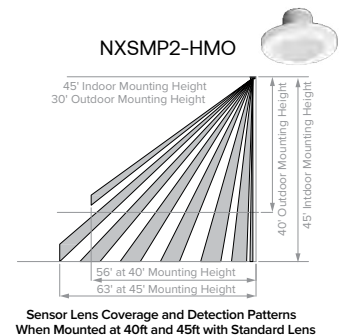
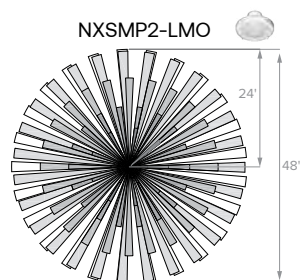
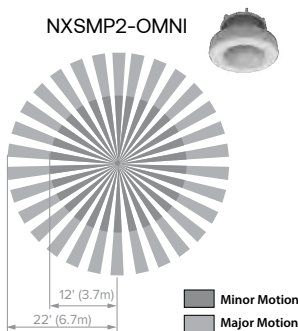
Control Option Ordering Logic & Description	Control Option Functionality										Control Option Components
	Networkable	Grouping	Scheduling	Occupancy/Motion	Daylight Harvesting	0-10V Dimming	On/Off Control	Bluetooth App Programming	Sensor Height		
NX Wireless NXOFMIRID-UNV NX 7-Pin Twist-Lock® with NX Networked Wireless Radio, Integral Automatic Dimming Photocell, Integral Single Pole Relay with Dimming, and Bluetooth Programming	✓	✓	✓	Paired with external control	✓	✓	✓	✓	-		NXOFM-IRID-UV
NXW NX Networked Wireless Radio Module NXR2 and Bluetooth Programming, without Sensor	✓	✓	✓	-	-	✓	✓	✓	-		NXR2-H
NXWS12F NX Networked Wireless Enabled Integral NXSMP2-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming	✓	✓	✓	✓	✓	✓	✓	✓	12ft		NXSMP2-OMNI-O
NXWS16F NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming	✓	✓	✓	✓	✓	✓	✓	✓	16ft		NXSMP2-LMO
NXWS40F NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming	✓	✓	✓	✓	✓	✓	✓	✓	40ft		NXSMP2-HMO
LightGRID+ WIR LightGRID+ In-Fixture Module	✓	-	✓	-	-	✓	✓	Gateway	-		WIR
WIR-RME-L LightGRID+ On Fixture Module	✓	-	✓	-	-	✓	✓	Gateway	-		WIR-RME-L
WIRSC LightGRID+ Module and Occupancy Sensor	✓	✓	✓	✓	✓	✓	✓	Gateway	14ft - 40ft		BTMSP
Independent BTSO-12F Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens	-	-	-	✓	✓	✓	✓	✓	12ft		BTSMP-OMNI-O
BTS-14F Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens	-	-	-	✓	✓	✓	✓	✓	14ft		BTSMP-LMO
BTS-40F Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens	-	-	-	✓	✓	✓	✓	✓	40ft		BTSMP-HMO

DEFAULT SETTINGS

NX Wireless	Occupancy Sensor	Enabled
	Occupancy Sensor Sensitivity	7
	Occupancy Sensor Timeout	15 Minutes
	Occupied Dim Level	100%
	Unoccupied Dim Level	0%
	Daylight Sensor	Disabled
	Bluetooth	Enabled
	2.4GHz Wireless Mesh	On
	*Passcode Factory Passcode: HubbN3T!	Enabled

Stand Alone	Occupancy Sensor	Enabled
	Occupancy Sensor Sensitivity	7
	Occupancy Sensor Timeout	8 Minutes
	Occupied Dim Level	100%
	Unoccupied Dim Level	50%
	Daylight Sensor	Disabled

NX WIRELESS COVERAGE PATTERNS



VIPER Area/Site

VIPER LUMINAIRE

NX LIGHTING CONTROLS FREE APP

CONTROLS TECH SUPPORT 800-888-8006 (7:00 AM - 7:00 PM)



The NX Lighting Controls App is free to use mobile application for programming both NX Lighting Controls System or Standalone Bluetooth Sensors. The mobile app allows you to configure devices, discover and setup wireless enable luminaires and program NX system settings.

Apple App: <https://apps.apple.com/us/app/nx-lighting-controls/id962112904>

Google Play: https://play.google.com/store/apps/details?id=io.cordova.NXBTR&hl=en_US&q=US






Apple App

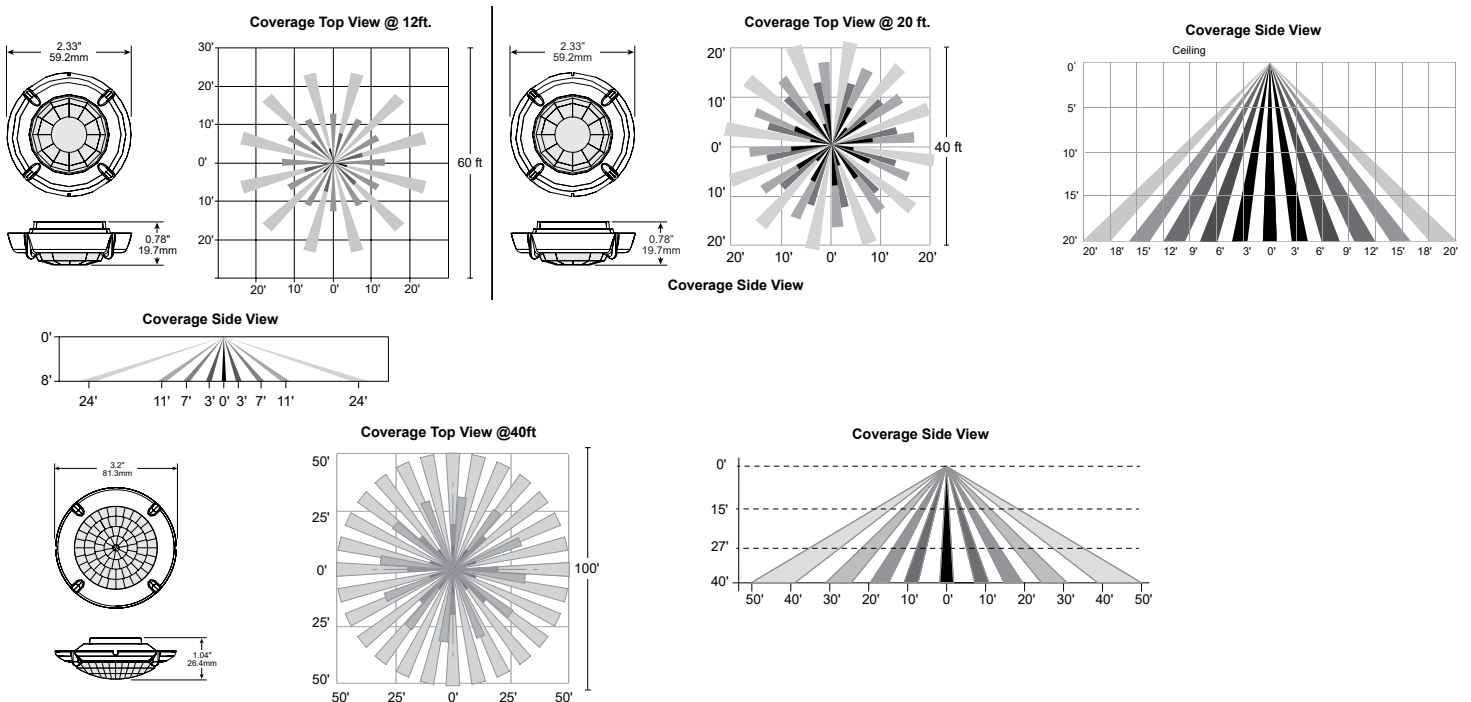


Google Play

OUTDOOR LIGHTING CONTROLS OPTIONS CONTROLS FUNCTIONALITY

Control Option Ordering Logic & Description	Control Option Functionality										Control Option Components
	Networkable	Grouping	Scheduling	Occupancy/Motion	Daylight Harvesting	0-10V Dimming	On/Off Control	Bluetooth App Programming	Sensor Height		
SCP_F Sensor Control Programmable, 8F or 40F	-	-	-	✓	✓	✓	✓	-	8ft or 40ft		SCP_F
ADD AutoDIM Timer Based Dimming	-	-	✓	-	-	-	✓	-	-		ADD
ADT AutoDIM Time of Day Dimming	-	-	✓	-	-	-	✓	-	-		ADT
7PR 7-Pin Receptacle	-	-	Paired with external control	-	Paired with external control	-	Paired with external control	-	-		7PR
7PR-SC 7-Pin Receptacle with shorting cap	-	-	-	-	-	-	-	-	-		7PR-SC
3PR 3-Pin twist lock	-	-	-	-	-	-	Paired with external control	-	-		3PR
3PR-SC 3-Pin Receptacle with shorting cap	-	-	-	-	-	-	-	-	-		3PR-SC
3PR-TL 3-Pin with photocontrol	-	-	-	-	✓	-	✓	-	-		3PR-TL

COVERAGE PATTERNS FOR SCP_F



VIPER Area/Site

VIPER LUMINAIRE

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

ELECTRICAL DATA: MICRO STRIKE

# OF LEDS	160						
NOMINAL WATTAGE	35	50	75	100	115	135	160
SYSTEM POWER (W)	34.9	50.5	72.1	97.2	111.9	132.2	157.8
INPUT VOLTAGE (V)	CURRENT (Amps)						
120	0.29	0.42	0.63	0.83	0.96	1.13	1.33
208	0.17	0.24	0.36	0.48	0.55	0.65	0.77
240	0.15	0.21	0.31	0.42	0.48	0.56	0.67
277	0.13	0.18	0.27	0.36	0.42	0.49	0.58
347	0.10	0.14	0.22	0.29	0.33	0.39	0.46
480	0.07	0.10	0.16	0.21	0.24	0.28	0.33

# OF LEDS	320						
NOMINAL WATTAGE	145	170	185	210	235	255	315
SYSTEM POWER (W)	150	166.8	185.7	216.2	240.9	261.5	312
INPUT VOLTAGE (V)	CURRENT (Amps)						
120	1.21	1.42	1.54	1.75	1.96	2.13	2.63
208	0.70	0.82	0.89	1.01	1.13	1.23	1.51
240	0.60	0.71	0.77	0.88	0.98	1.06	1.31
277	0.52	0.61	0.67	0.76	0.85	0.92	1.14
347	0.42	0.49	0.53	0.61	0.68	0.73	0.91
480	0.30	0.35	0.39	0.44	0.49	0.53	0.66

# OF LEDS	480					
NOMINAL WATTAGE	285	320	340	390	425	470
SYSTEM POWER (W)	286.2	316.7	338.4	392.2	423.2	468
INPUT VOLTAGE (V)	CURRENT (Amps)					
120	2.38	2.67	2.83	3.25	3.54	3.92
208	1.37	1.54	1.63	1.88	2.04	2.26
240	1.19	1.33	1.42	1.63	1.77	1.96
277	1.03	1.16	1.23	1.41	1.53	1.70
347	0.82	0.92	0.98	1.12	1.22	1.35
480	0.59	0.67	0.71	0.81	0.89	0.98

# OF LEDS	720				
NOMINAL WATTAGE	435	475	515	565	600
SYSTEM POWER (W)	429.3	475	519.1	565.2	599.9
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	3.63	3.96	4.29	4.71	5.00
208	2.09	2.28	2.48	2.72	2.88
240	1.81	1.98	2.15	2.35	2.50
277	1.57	1.71	1.86	2.04	2.17
347	1.25	1.37	1.48	1.63	1.73
480	0.91	0.99	1.07	1.18	1.25

VIPER Area/Site

VIPER LUMINAIRE

ELECTRICAL DATA: STRIKE

# OF LEDS	36				
NOMINAL WATTAGE	39	55	85	105	120
SYSTEM POWER (W)	39.6	56.8	83.6	108.2	120.9
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	0.33	0.46	0.71	0.88	0.96
208	0.19	0.26	0.41	0.50	0.55
240	0.16	0.23	0.35	0.44	0.48
277	0.14	0.20	0.31	0.38	0.42
347	0.11	0.16	0.24	0.30	0.33
480	0.08	0.11	0.18	0.22	0.24

# OF LEDS	72				
NOMINAL WATTAGE	115	145	180	210	240
SYSTEM POWER (W)	113.7	143.2	179.4	210.2	241.7
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	1.00	1.21	1.50	1.75	1.79
208	0.58	0.70	0.87	1.01	1.03
240	0.50	0.60	0.75	0.88	0.90
277	0.43	0.52	0.65	0.76	0.78
347	0.35	0.42	0.52	0.61	0.62
480	0.25	0.30	0.38	0.44	0.45

# OF LEDS	108				
NOMINAL WATTAGE	215	250	280	325	365
SYSTEM POWER (W)	214.8	250.8	278.3	324.7	362.6
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	2.00	2.08	2.33	3.04	2.67
208	1.15	1.20	1.35	1.75	1.54
240	1.00	1.04	1.17	1.52	1.33
277	0.87	0.90	1.01	1.32	1.16
347	0.69	0.72	0.81	1.05	0.92
480	0.50	0.52	0.58	0.76	0.67

# OF LEDS	162					
NOMINAL WATTAGE	320	365	405	445	485	545
SYSTEM POWER (W)	322.1	362.6	403.6	445.1	487.1	543.9
INPUT VOLTAGE (V)	CURRENT (Amps)					
120	2.71	2.67	3.38	3.71	4.04	4.54
208	1.56	1.54	1.95	2.14	2.33	2.62
240	1.35	1.33	1.69	1.85	2.02	2.27
277	1.17	1.16	1.46	1.61	1.75	1.97
347	0.94	0.92	1.17	1.28	1.40	1.57
480	0.68	0.67	0.84	0.93	1.01	1.14

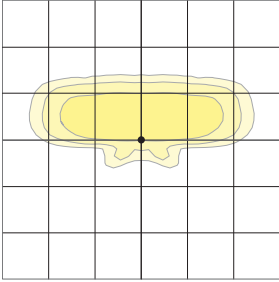
VIPER Area/Site

VIPER LUMINAIRE

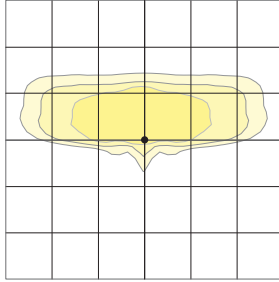
MICRO STRIKE PHOTOMETRY

The following diagrams represent the general distribution options offered for this product. For detailed information on specific product configurations, see website photometric test reports.

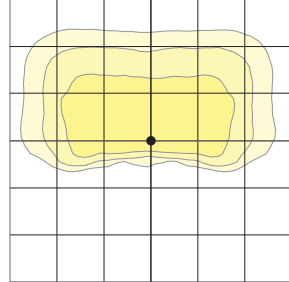
Type 2



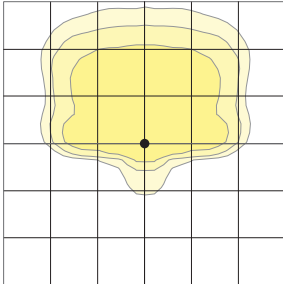
Type 3



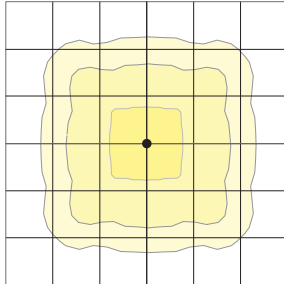
Type 4 Wide



Type 4F



Type 5QW



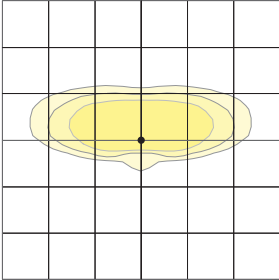
VIPER Area/Site

VIPER LUMINAIRE

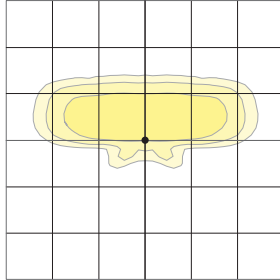
OPTIC STRIKE PHOTOMETRY

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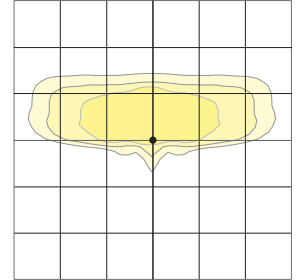
Type FR – Front Row/Auto Optic



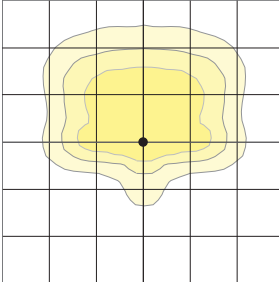
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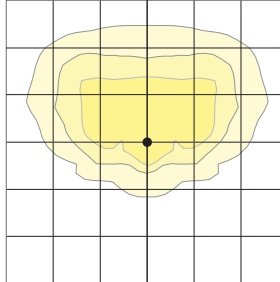
Type 3



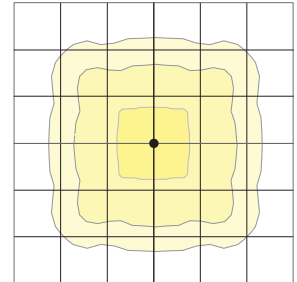
Type 4 Forward



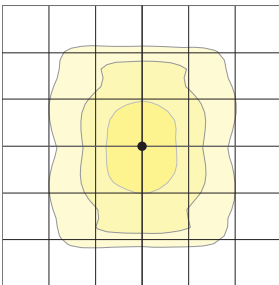
Type 4 Wide



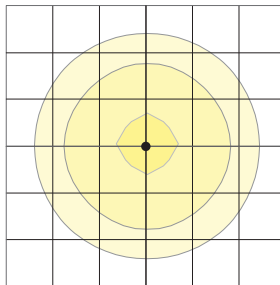
Type 5QM



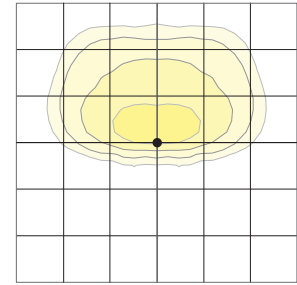
Type 5RW (rectangular)



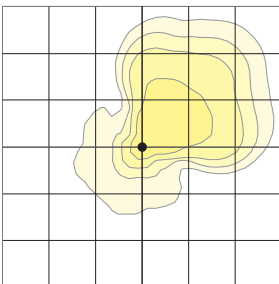
Type 5W (round wide)



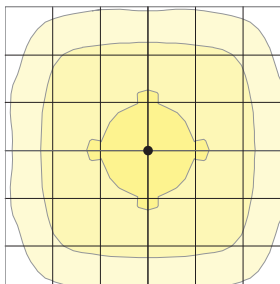
Type TC



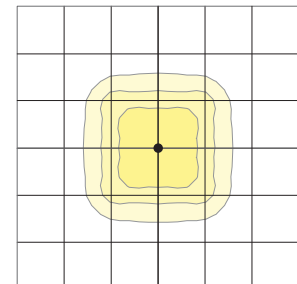
Type Corner



Type 5QW



Type 5QN

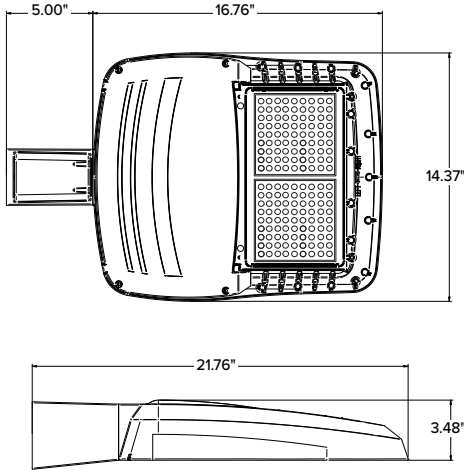


VIPER Area/Site

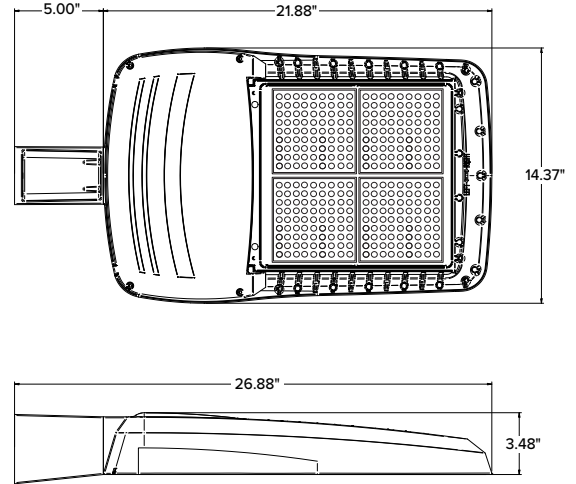
VIPER LUMINAIRE

DIMENSIONS

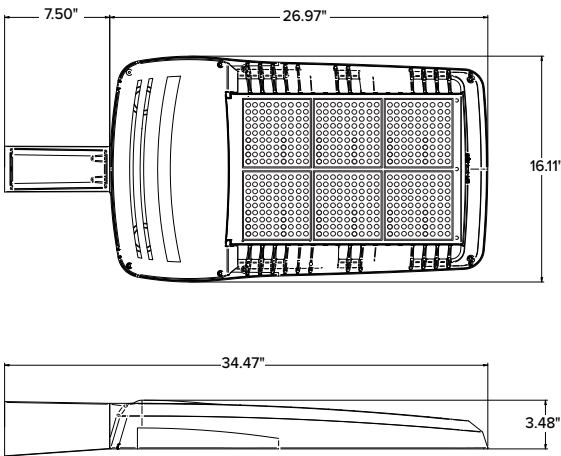
SIZE 1



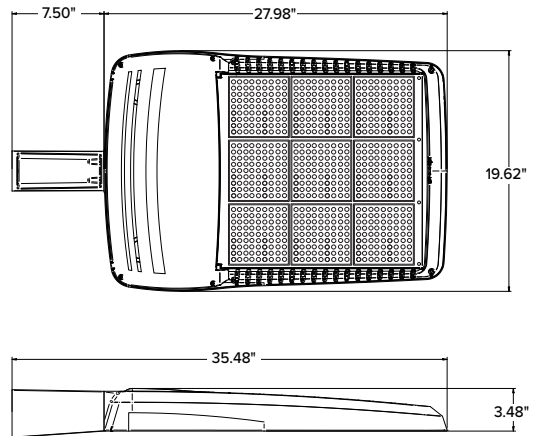
SIZE 2









SIZE 3



SIZE 4



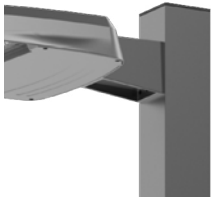
	EPA				Config.
	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

	Weight	
	lbs	kgs
VP1 (Size 1)	13.7	6.2
VP2 (Size 2)	16.0	7.26
VP3 (Size 3)	25.9	11.7
VP4 (Size 4)	30.8	13.9

VIPER Area/Site

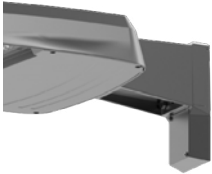
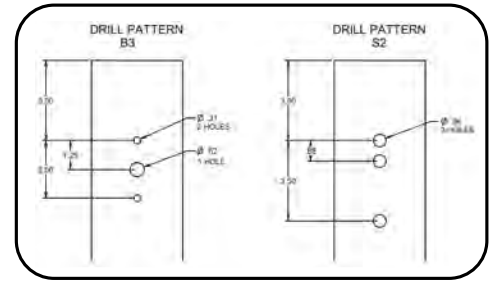
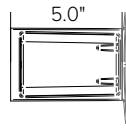
VIPER LUMINAIRE

MOUNTING



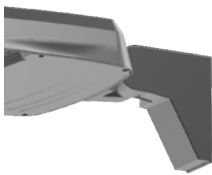
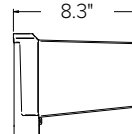
A-STRAIGHT ARM MOUNT

Fixture ships with integral arm for ease of installation. Compatible with Current Outdoor B3 drill pattern for ease of installation on square poles. For round poles add applicable suffix (2/3/4/5)



ASQU-UNIVERSAL ARM MOUNT

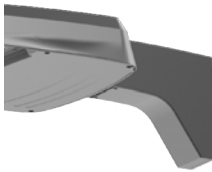
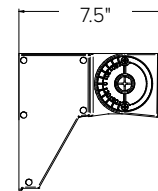
Universal mounting block for ease of installation. Compatible with drill patterns from 1.5" to 5.25" and Current drill pattern S2. For round poles add applicable suffix (2/3/4/5)



AAU-ADJUSTABLE ARM FOR POLE MOUNTING

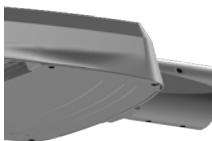
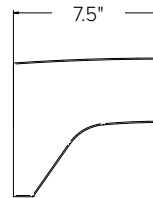
Rotatable arm mounts directly to pole. Compatible with drill patterns from 1.5" to 5.25" and Current drill pattern S2 and B3. For round poles add applicable suffix (2/3/4/5). Rotatable in 15° aiming angle increments. Micro Strike configurations have a 45° aiming limitation.

Strike configurations have a 30° aiming limitation.



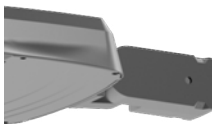
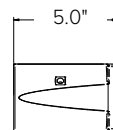
ADU-DECORATIVE UPSWEPT ARM

Upswept Arm compatible with drill patterns from 1.5" to 5.25" and Current drill pattern S2. For round poles add applicable suffix (2/3/4/5).



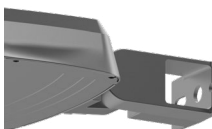
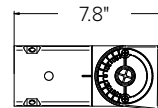
MAF-MAST ARM FITTER

Fits 2-3/8" OD horizontal tenons.



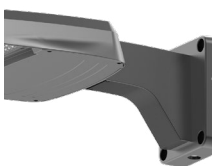
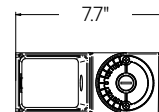
K-KNUCKLE

Knuckle mount 15° aiming angle increments for precise aiming and control, fits 2-3/8" tenons or pipes. Micro Strike configurations have a 45° aiming limitation. Strike configurations have a 30° aiming limitation.



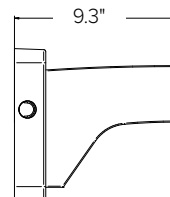
T-TRUNNION

Trunnion for surface and crossarm mounting using (1) 3/4" or (2) 1/2" size through bolts. Micro Strike configurations have a 45° aiming limitation. Strike configurations have a 30° aiming limitation.



WM-WALL MOUNT

Compatible with universal arm mount, adjustable arm mount, and decorative arm mount. The WA option uses the same wall bracket but replaces the decorative arm with an adjustable arm.



VIPER Area/Site

VIPER LUMINAIRE

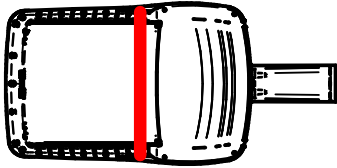
ADDITIONAL INFORMATION (CONTINUED)

HOUSE SIDE SHIELD FIELD INSTALL ACCESSORIES

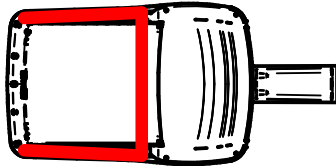
HSS has a depth of 5" for all Viper sizes

Not to be used with Occupancy Sensors as the shield may block the light to the sensor.

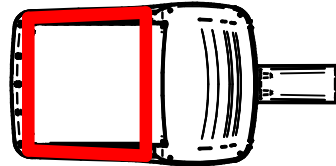
VPR2x HSS-90-B-xx



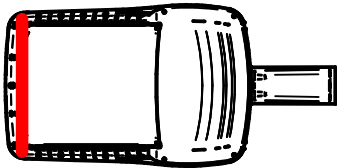
VPR2x HSS-270-BSS-xx



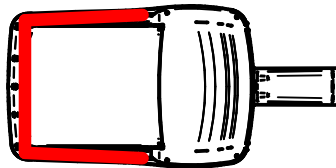
VPR2x HSS-360-xx



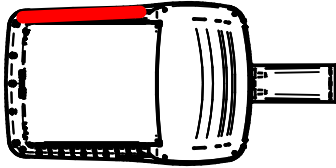
VPR2x HSS-90-F-xx



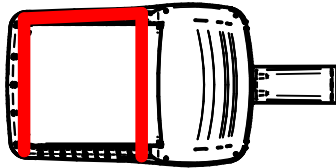
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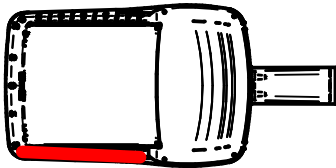
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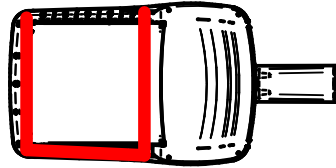
VPR2x HSS-270-FSB-xx

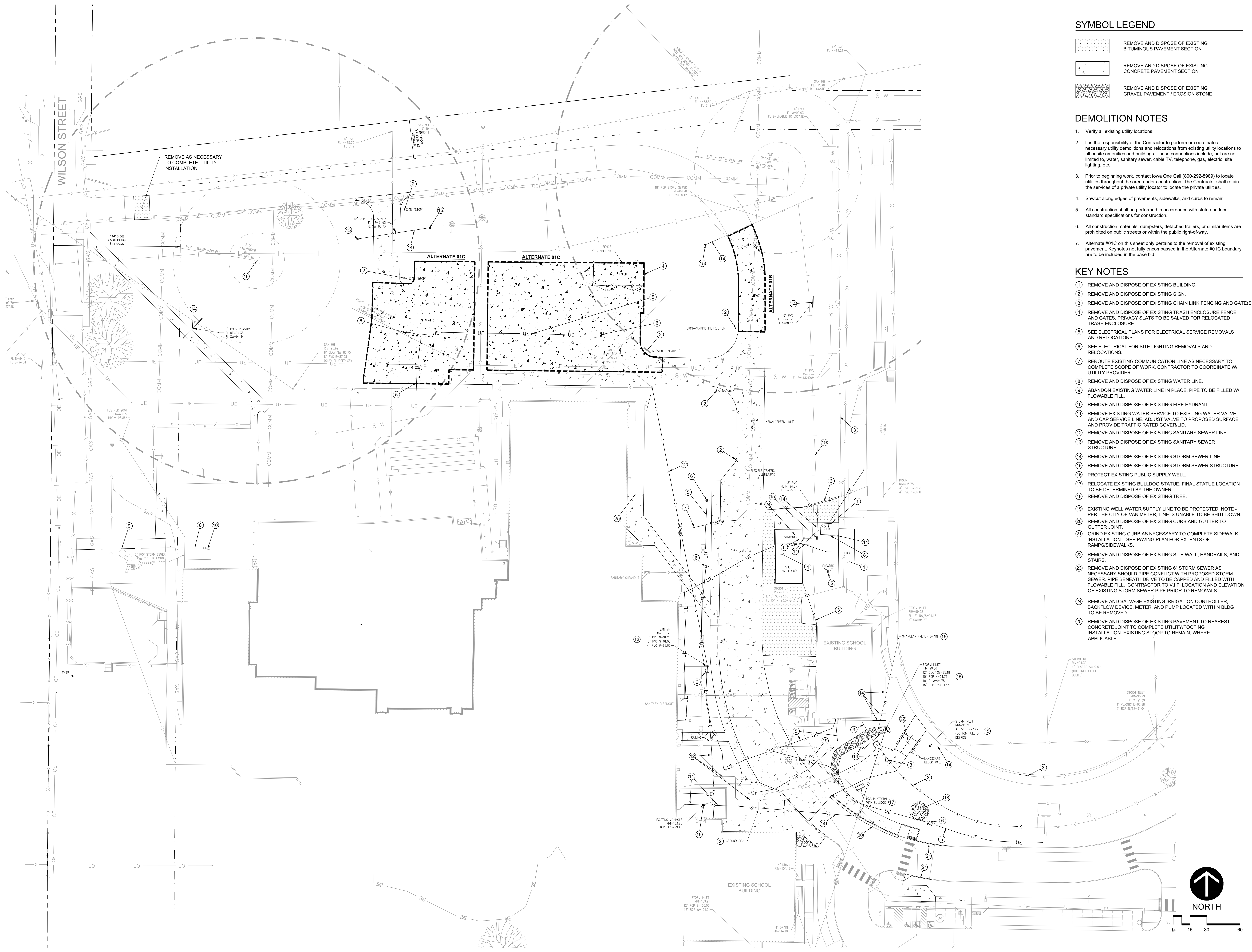


VPR2x HSS-90-S-xx



VPR2x HSS-270-FSB-xx





SYMBOL LEGEND

- REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT SECTION
- REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT SECTION
- REMOVE AND DISPOSE OF EXISTING GRAVEL PAVEMENT / EROSION STONE

DEMOLITION NOTES

1. Verify all existing utility locations.
2. It is the responsibility of the Contractor to perform or coordinate all necessary utility demolitions and relocations from existing utility locations to all onsite amenities and buildings. These connections include, but are not limited to, water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
3. Prior to beginning work, contact Iowa One Call (800-292-8989) to locate utilities throughout the area under construction. The Contractor shall retain the services of a private utility locator to locate the private utilities.
4. Sawcut along edges of pavements, sidewalks, and curbs to remain.
5. All construction shall be performed in accordance with state and local standard specifications for construction.
6. All construction materials, dumpsters, detached trailers, or similar items are prohibited on public streets or within the public right-of-way.
7. Alternate #01C on this sheet only pertains to the removal of existing pavement. Keynotes not fully encompassed in the Alternate #01C boundary are to be included in the base bid.

KEY NOTES

- 1 REMOVE AND DISPOSE OF EXISTING BUILDING.
- 2 REMOVE AND DISPOSE OF EXISTING SIGN.
- 3 REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCING AND GATE(S).
- 4 REMOVE AND DISPOSE OF EXISTING TRASH ENCLOSURE FENCE AND GATES. PRIVACY SLATS TO BE SALVAGED FOR RELOCATED TRASH ENCLOSURE.
- 5 SEE ELECTRICAL PLANS FOR ELECTRICAL SERVICE REMOVALS AND RELOCATIONS.
- 6 SEE ELECTRICAL FOR SITE LIGHTING REMOVALS AND RELOCATIONS.
- 7 REROUTE EXISTING CONVICTION LINE AS NECESSARY TO COMPLETE SCOPE OF WORK. CONTRACTOR TO COORDINATE W/ UTILITY PROVIDER.
- 8 REMOVE AND DISPOSE OF EXISTING WATER LINE.
- 9 ABANDON EXISTING WATER LINE IN PLACE. PIPE TO BE FILLED W/ FLOWABLE FILL.
- 10 REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT.
- 11 REMOVE EXISTING WATER SERVICE TO EXISTING WATER VALVE AND CAP SERVICE LINE. ADJUST VALVE TO PROPOSED SURFACE AND PROVIDE TRAFFIC RATED COVER/LID.
- 12 REMOVE AND DISPOSE OF EXISTING SANITARY SEWER LINE.
- 13 REMOVE AND DISPOSE OF EXISTING SANITARY SEWER STRUCTURE.
- 14 REMOVE AND DISPOSE OF EXISTING STORM SEWER LINE.
- 15 REMOVE AND DISPOSE OF EXISTING STORM SEWER STRUCTURE.
- 16 PROTECT EXISTING PUBLIC SUPPLY WELL.
- 17 RELOCATE EXISTING BULLDOG STATUE. FINAL STATUE LOCATION TO BE DETERMINED BY THE OWNER.
- 18 REMOVE AND DISPOSE OF EXISTING TREE.
- 19 EXISTING WELL WATER SUPPLY LINE TO BE PROTECTED. NOTE - PER THE CITY OF VAN METER, LINE IS UNABLE TO BE SHUT DOWN.
- 20 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER TO GUTTER JOINT.
- 21 GRIND EXISTING CURB AS NECESSARY TO COMPLETE SIDEWALK INSTALLATION - SEE PAVING PLAN FOR EXTENTS OF RAMPS/SIDEWALKS.
- 22 REMOVE AND DISPOSE OF EXISTING SITE WALL, HANDRAILS, AND STAIRS.
- 23 REMOVE AND DISPOSE OF EXISTING 8" STORM SEWER AS NECESSARY SHOULD PIPE CONFLICT WITH PROPOSED STORM SEWER. PIPE BENEATH DRIVE TO BE CAPPED AND FILLED WITH FLOWABLE FILL. CONTRACTOR TO V.I.F. LOCATION AND ELEVATION OF EXISTING STORM SEWER PIPE PRIOR TO REMOVALS.
- 24 REMOVE AND SALVAGE EXISTING IRRIGATION CONTROLLER, BACKFLOW DEVICE, METER, AND PUMP LOCATED WITHIN BLDG TO BE REMOVED.
- 25 REMOVE AND DISPOSE OF EXISTING PAVEMENT TO NEAREST CONCRETE JOINT TO COMPLETE UTILITY FOOTING INSTALLATION. EXISTING STOOP TO REMAIN, WHERE APPLICABLE.

REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

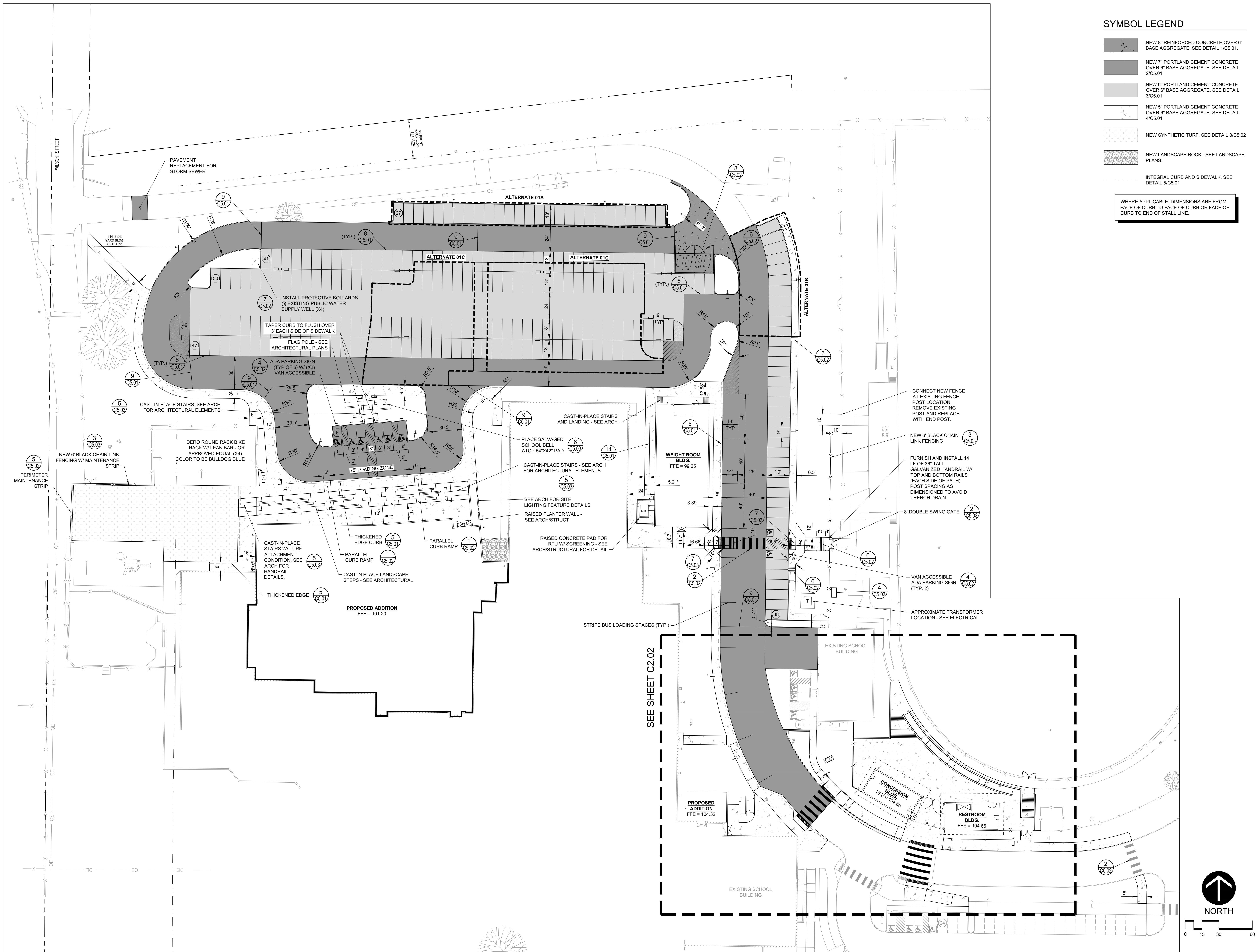
OWNER SIGN-OFF:
DATE _____ NAME _____

PROJECT NO:
23086

DATE:
11/11/2024
SHEET SET:
BID DOCUMENTS

SHEET NAME:
EXISTING CONDITIONS
AND DEMOLITION PLAN

SHEET:
C1.01



SYMBOL LEGEND

- NEW 8" REINFORCED CONCRETE OVER 6" BASE AGGREGATE. SEE DETAIL 1/C5.01.
- NEW 7" PORTLAND CEMENT CONCRETE OVER 6" BASE AGGREGATE. SEE DETAIL 2/C5.01.
- NEW 6" PORTLAND CEMENT CONCRETE OVER 6" BASE AGGREGATE. SEE DETAIL 3/C5.01.
- NEW 5" PORTLAND CEMENT CONCRETE OVER 6" BASE AGGREGATE. SEE DETAIL 4/C5.01.
- NEW SYNTHETIC TURF. SEE DETAIL 3/C5.02.
- NEW LANDSCAPE ROCK - SEE LANDSCAPE PLANS.
- INTEGRAL CURB AND SIDEWALK. SEE DETAIL 5/C5.01.

WHERE APPLICABLE, DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB OR FACE OF CURB TO END OF STALL LINE.

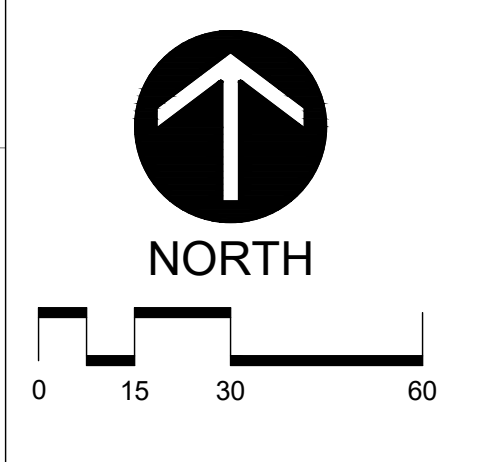
REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

OWNER SIGN-OFF:
DATE: _____ NAME: _____

VAN METER COMMUNITY SCHOOL DISTRICT
VAN METER SCHOOL ADDITION - BID ISSUANCE #3
 520 1ST AVE, VAN METER, IA 50261

PROJECT NO: 23086
 DATE: 11/11/2024
 SHEET SET: BID DOCUMENTS
 SHEET NAME: PAVING AND DIMENSION PLAN - NORTH
 SHEET: **C2.01**



REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

OWNER SIGN-OFF:
DATE: _____ NAME: _____

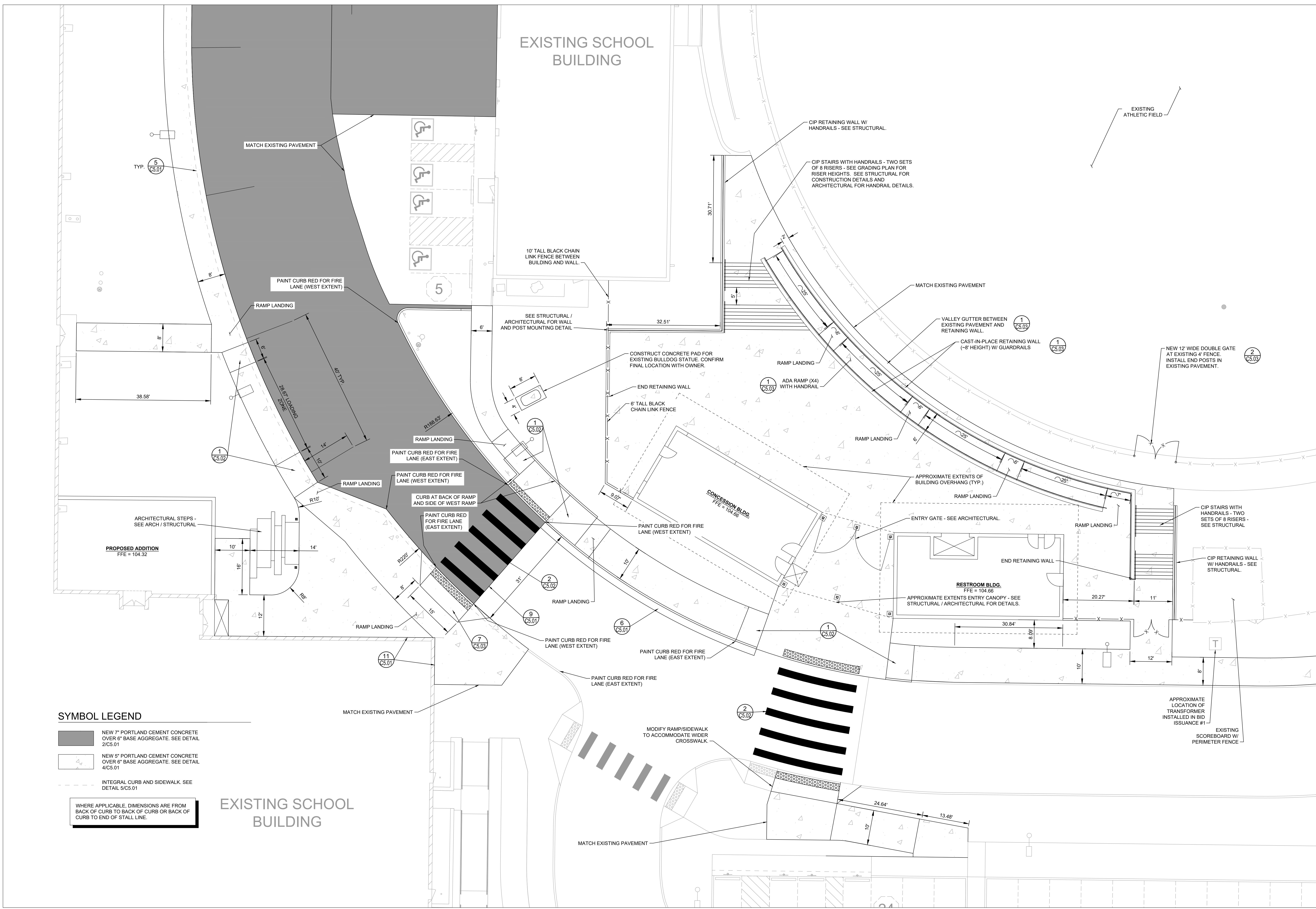
EXISTING SCHOOL BUILDING

EXISTING SCHOOL BUILDING

SYMBOL LEGEND

- NEW 7" PORTLAND CEMENT CONCRETE OVER 8" BASE AGGREGATE. SEE DETAIL 2/C5.01
- NEW 5" PORTLAND CEMENT CONCRETE OVER 8" BASE AGGREGATE. SEE DETAIL 4/C5.01
- INTEGRAL CURB AND SIDEWALK. SEE DETAIL 5/C5.01

WHERE APPLICABLE, DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB OR BACK OF CURB TO END OF STALL LINE.



VAN METER COMMUNITY SCHOOL DISTRICT
VAN METER SCHOOL ADDITION - BID ISSUANCE #3
 520 1ST AVE, VAN METER, IA 50261

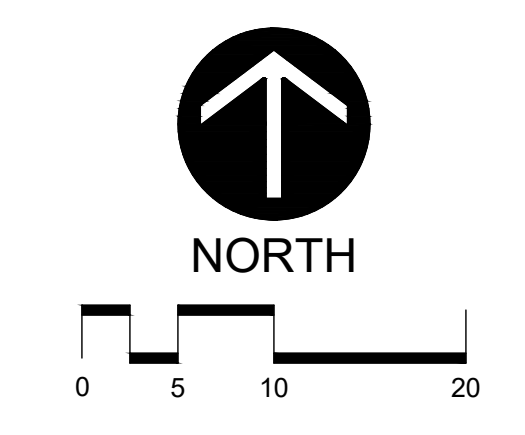
PROJECT NO:
23086

DATE:
11/11/2024

SHEET SET:
BID DOCUMENTS

SHEET NAME:
PAVING AND
DIMENSION PLAN -
SOUTH

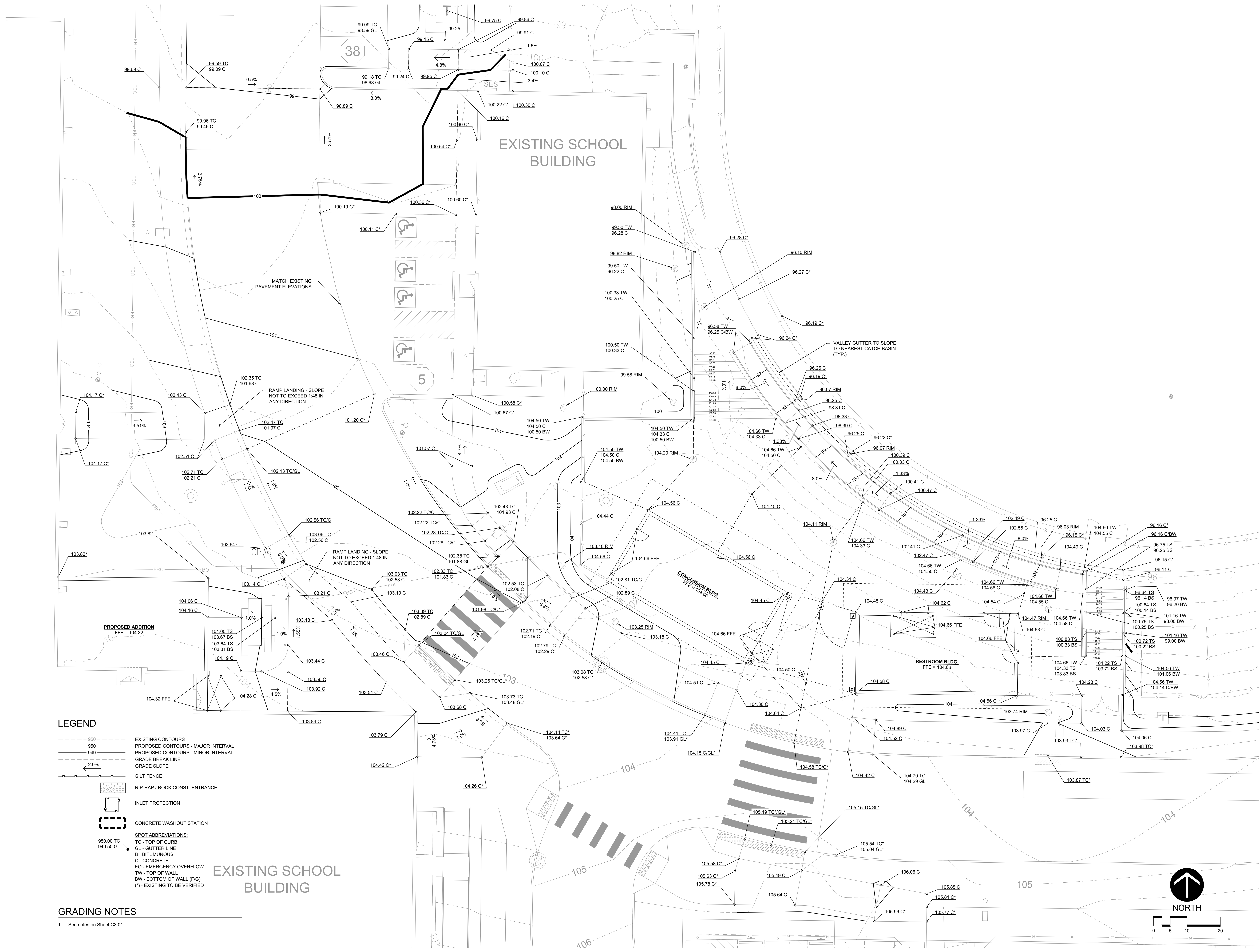
SHEET:
C2.02



REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

OWNER SIGN-OFF:
 DATE _____ NAME _____



LEGEND

- - - 950 - - - EXISTING CONTOURS
- - - 950 - - - PROPOSED CONTOURS - MAJOR INTERVAL
- - - 949 - - - PROPOSED CONTOURS - MINOR INTERVAL
- - - GRADE BREAK LINE
- - - GRADE SLOPE
- 2.0% — SILT FENCE
- [Pattern] RIP-RAP / ROCK CONST. ENTRANCE
- [Symbol] INLET PROTECTION
- [Symbol] CONCRETE WASHOUT STATION
- SPOT ABBREVIATIONS:
 TC - TOP OF CURB
 GL - GUTTER LINE
 B - BITUMINOUS
 C - CONCRETE
 EO - EMERGENCY OVERFLOW
 TW - TOP OF WALL
 BW - BOTTOM OF WALL (FIG)
 (*) - EXISTING TO BE VERIFIED

GRADING NOTES

- See notes on Sheet C3.01.

VAN METER SCHOOL ADDITION - BID ISSUANCE #3
 520 1ST AVE, VAN METER, IA 50261

PROJECT NO:
 23086

DATE:
 11/11/2024

SHEET SET:
 BID DOCUMENTS

SHEET NAME:
 GRADING AND
 EROSION CONTROL
 PLAN - SOUTH

SHEET:
C3.02

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

SECTION 1: GENERAL NOTES

- 1.1. THE SWPPP IS COMPRISED OF THE ENCLOSED PLANS, THE CORRESPONDING SPECIFICATIONS, AND THE SWPPP KEPT ONSITE.
- 1.2. OWNER AND CONTRACTOR SHALL OBTAIN IOWA DNR-NPDES PERMIT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES PERTAINING TO THIS PERMIT. THE SWPPP SHALL BE KEPT ONSITE AT ALL TIMES.
- 1.3. INSTALL TEMPORARY EROSION CONTROL MEASURES (INLET PROTECTION, SILT FENCE, AND ROCK CONSTRUCTION ENTRANCES) PRIOR TO BEGINNING ANY EXCAVATION OR DEMOLITION WORK AT THE SITE.
- 1.4. EROSION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLAN ARE THE ABSOLUTE MINIMUM. THE CONTRACTOR SHALL INSTALL TEMPORARY EARTH DIKES, SEDIMENT TRAPS OR BASINS, ADDITIONAL SILTATION FENCING, AND/OR DISK THE SOIL PARALLEL TO THE CONTOURS AS DEEMED NECESSARY TO FURTHER CONTROL EROSION. ALL CHANGES SHALL BE RECORDED IN THE SWPPP.
- 1.5. ALL CONSTRUCTION SITE ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE AND FROM THE ENTRANCE TO A POINT 50' INTO THE CONSTRUCTION ZONE.
- 1.6. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN A MINIMUM OF 6". THE TRENCH BACKFILL SHALL BE COMPACTED WITH A VIBRATORY PLATE COMPACTOR.
- 1.7. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN.
- 1.8. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARILY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G. CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) AND THE CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES ARE EXEMPT FROM THIS REQUIREMENT.
- 1.9. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. STABILIZATION OF THE LAST 200 LINEAL FEET MUST BE COMPLETED WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER. STABILIZATION OF THE REMAINING PORTIONS OF ANY TEMPORARY OR PERMANENT DITCHES OR SWALES MUST BE COMPLETE WITHIN 14 DAYS AFTER CONNECTING TO A SURFACE WATER AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED.
- 1.10. PIPE OUTLETS MUST BE PROVIDED WITH ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER.
- 1.11. ALL RIPRAP SHALL BE INSTALLED WITH A FILTER MATERIAL OR SOIL SEPARATION FABRIC AND COMPLY WITH THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- 1.12. ALL STORM SEWER CATCH BASINS NOT NEEDED FOR SITE DRAINAGE DURING CONSTRUCTION SHALL BE COVERED TO PREVENT RUNOFF FROM ENTERING THE STORM SEWER SYSTEM. CATCH BASINS NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION SHALL BE PROVIDED WITH INLET PROTECTION.
- 1.13. IN AREAS WHERE CONCENTRATED FLOWS OCCUR (SUCH AS SWALES AND AREAS IN FRONT OF STORM CATCH BASINS AND INTAKES) THE EROSION CONTROL FACILITIES SHALL BE BACKED BY STABILIZATION STRUCTURE TO PROTECT THOSE FACILITIES FROM THE CONCENTRATED FLOWS.
- 1.14. INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS SHALL BE RECORDED IN THE SWPPP.
- 1.15. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS. ALL REPAIRS SHALL BE RECORDED IN THE SWPPP.
- 1.16. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
- 1.17. ALL SOILS TRACKED ONTO PAVEMENT SHALL BE REMOVED DAILY.
- 1.18. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
- 1.19. COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH IOWA DNR DISPOSAL REQUIREMENTS.
- 1.20. OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH IOWA DNR REGULATIONS.
- 1.21. EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ONSITE.
- 1.22. ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH IOWA DNR REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
- 1.23. UPON COMPLETION OF THE PROJECT AND STABILIZATION OF ALL GRADED AREAS, ALL TEMPORARY EROSION CONTROL FACILITIES (SILT FENCES, HAY BALES, ETC.) SHALL BE REMOVED FROM THE SITE.
- 1.24. SLOPES GREATER THAN OR EQUAL TO 4:1 SHALL BE STABILIZED WITH EROSION CONTROL FABRIC.
- 1.25. ALL PERMANENT SEDIMENTATION BASINS MUST BE RESTORED TO THEIR DESIGN CONDITION IMMEDIATELY FOLLOWING STABILIZATION OF THE SITE.

SECTION 2: SITE EVALUATION, ASSESSMENT, AND PLANNING

- 2.1. PROJECT / SITE INFORMATION
 - PROJECT / SITE NAME: VAN METER SCHOOL - SCHOOL ADDITION
 - PROJECT STREET/LOCATION: 520 1ST AVE, VAN METER, IA 50261
 - COUNTY: DALLAS
 - LATITUDE: 41° 31' 44" N
 - LONGITUDE: 93° 57' 11" W
 - METHOD FOR DETERMINING LATITUDE / LONGITUDE: GOOGLE EARTH PRO
- 2.2. CONTACT INFORMATION / RESPONSIBLE PARTIES
 - SWPPP PREPARER:
 - LARSON ENGINEERING, INC.
 - JEREMIAH CURLEY, P.E.
 - 1001 OFFICE PARK ROAD, SUITE 120
 - WEST DES MOINES, IA 50265
 - (515) 225-4377
 - journey@larsonengr.com
- 2.3. NATURE AND SEQUENCE OF CONSTRUCTION ACTIVITY
 - THIS PROJECT CONSISTS OF CONSTRUCTING A NEW BUILDING ADDITION AND DROP-OFF NORTH OF THE EXISTING SCHOOL BUILDING, AND EXPANDING THE PARKING LOT NORTH OF THE EXISTING BUILDING, CONSTRUCTION OF A NEW WEIGHT ROOM BUILDING, CONCEPTION BUILDING, AND RESTROOM BUILDING ARE ALSO INCLUDED IN THIS PROJECT, AS WELL AS REPAVING THE DRIVE BETWEEN THE EAST AND NORTH PARKING LOTS, WITH ADDITIONAL PARKING STALLS AND BUS LOADING SPACES ALONG THE DRIVE.
 - SEQUENCE OF CONSTRUCTION ACTIVITIES AND STABILIZATION PRACTICE:
 - 2.3.1. PRIOR TO ANY WORK ON SITE
 - PERIMETER SILT FENCE IS TO BE INSTALLED BEFORE ANY WORK ON SITE IS STARTED. DO NOT DISTURB AN AREA UNTIL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED. A CONSTRUCTION STAGING AREA IS TO BE CONSTRUCTED ON SITE IN A LOCATION THAT IS MINIMALLY AFFECTED BY STORMWATER RUNOFF. ALL CONSTRUCTION MATERIALS SHALL BE STORED AT THIS LOCATION. THE CONTRACTOR IS TO INSTALL A TEMPORARY GRAVEL ENTRANCE/EXIT DRIVE TO MINIMIZE THE AMOUNT OF DIRT TRACKING OFF SITE. TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT FROM WEATHER/SEASONAL CHANGES.
 - 2.3.2. PRE-CONSTRUCTION INSPECTION
 - CONTACT THE CITY ENGINEER FOR A PRE-CONSTRUCTION INSPECTION.
 - 2.3.3. CLEARING & GRUBBING
 - VERIFY ALL SILT FENCING IS IN PLACE AND IN GOOD WORKING ORDER. CLEAR ALL AREAS THAT WILL BE AFFECTED BY CONSTRUCTION ACTIVITY. NO MATERIALS ARE TO BE BURIED ON SITE. ALL WASTE MATERIALS ARE TO BE DISPOSED OF PROPERLY AND MUST COMPLY WITH IOWA DNR DISPOSAL REQUIREMENTS. COVER OR STABILIZED DISTURBED AREAS IMMEDIATELY IF AN AREA WILL NOT BE ACTIVE FOR 14 DAYS OR MORE.
 - 2.3.4. ROUGH GRADING
 - VERIFY ALL PERIMETER SILT FENCE IS IN PLACE AND IN GOOD WORKING ORDER FOLLOWING CLEARING AND GRUBBING. CONSTRUCTION OF ANY DIVERSION DIKES AND/OR SILT BASINS ARE TO BE CONSTRUCTED FIRST TO PREVENT ANY EROSION FROM LEAVING THE SITE. AFTER COMPLETION OF ROUGH GRADING, ALL INTERIOR SILT FENCE OR OTHER EROSION CONTROL MEASURES ARE TO BE INSTALLED.
 - 2.3.5. SITE UTILITY CONSTRUCTION
 - VERIFY ALL SILT FENCING AND OTHER EROSION CONTROL MEASURES ARE IN PLACE AND IN GOOD WORKING ORDER FOLLOWING ROUGH GRADING. INSTALL SITE UTILITIES AND PLACE PERMANENT SEEDING ON ANY AREAS THAT ARE NOT TO BE DISTURBED BY FUTURE CONSTRUCTION ACTIVITY. STORM OUTLETS SHALL BE PROTECTED USING RIP-RAP AND ENGINEERING FABRIC. PROTECT ALL STORM SEWER INLETS FROM ANY EROSION INFILTRATION INTO THE STORM SEWER WITH AN APPROVED METHOD.
 - 2.3.6. PAVING CONSTRUCTION
 - VERIFY ALL SILT FENCING AND OTHER EROSION CONTROL MEASURES ARE IN PLACE AND IN GOOD WORKING ORDER FOLLOWING UTILITY CONSTRUCTION. CONSTRUCT ALL CURB AND GUTTER, SIDEWALK, INTAKES, AND MANHOLES IN PREPARATION FOR FINAL CURB/SIDEWALK BACKFILL. PROTECT ALL STORM SEWER INTAKES WITH AN APPROVED EROSION CONTROL METHOD, WHICH ARE TO BE LEFT IN PLACE UNTIL FINAL STABILIZATION IS REACHED.
 - 2.3.7. BUILDING CONSTRUCTION
 - VERIFY ALL SILT FENCING AND OTHER EROSION CONTROL MEASURES ARE IN PLACE AND IN GOOD WORKING ORDER FOLLOWING PAVING CONSTRUCTION. CONSTRUCT BUILDING BEING CAREFUL TO MINIMIZE DIRT BEING TRACKED ONTO PAVEMENT. DUMPSTERS SHALL BE COVERED TO PREVENT STORM WATER CONTAMINATION. ALL MATERIALS HAULED OFF SITE SHALL BE SECURED TO PREVENT LITTERING. ANY MATERIALS TRACKED ONTO STREETS SHALL BE REMOVED BY THE END OF THE WORK DAY.
 - 2.3.8. FINAL GRADING
 - VERIFY ALL SILT FENCING AND OTHER EROSION CONTROL MEASURES ARE IN PLACE AND IN GOOD WORKING ORDER. REMOVE ALL INTERIOR EROSION CONTROL MEASURES LONG ENOUGH TO COMPLETE FINAL GRADING, BEING SURE TO REINSTALL ALL MEASURES UNTIL FINAL STABILIZATION IS MET. ONCE SEEDING HAS BEEN COMPLETED, ANY TEMPORARY SILT BASINS CAN BE CLEANED AND REMOVED. DO NOT REMOVE PERIMETER CONTROLS UNTIL UPSTREAM AREAS ARE STABILIZED. INSTALL INFILTRATION CONTROLS AFTER UPSTREAM AREAS ARE STABILIZED.
 - 2.3.9. POST-CONSTRUCTION
 - CONTACT THE CITY ENGINEER FOR A POST-CONSTRUCTION INSPECTION. REMOVE TEMPORARY CONTROLS WHEN 70% STABILIZATION IS REACHED. FILE NOTICE OF DISCONTINUATION (NOD) WITHIN 30 DAYS OF REMOVAL. PROVIDE THE CITY ENGINEER A COPY OF THE NOD.

SECTION 2: SITE EVALUATION, ASSESSMENT, AND PLANNING (CONTINUED)

- SEASONAL CONSIDERATIONS:
- COLD CLIMATE CONSIDERATIONS - THE CONTRACTOR SHALL PLAN AHEAD AT THE START OF THE PROJECT, AND DEVELOP A SEQUENCED CONSTRUCTION SCHEDULE TO ENSURE THAT ALL EXPOSED AREAS HAVE COVER BEFORE THE FIRST FREEZE. PREPARATION OF VEGETATIVE COVER SHOULD BEGIN IN THE FALL. SEEDS MUST BE STARTED EARLY ENOUGH FOR THEM TO GERMINATE, ESTABLISH ROOTS AND PROVIDE COVER BEFORE THE WINTER BEGINS. REFERENCE THE IDOT STANDARD SPECIFICATIONS FOR THE LAST SEEDING DATE.
- NOTE THAT SITE MUST REMAIN IN COMPLIANCE WITH THE NPDES PERMIT THROUGHOUT THE WINTER, EVEN IF NO CONSTRUCTION IS OCCURRING. FOR THIS REASON, ENSURE THE SITE IS COMPLIANT WITH THE PERMIT REQUIREMENTS PRIOR TO CEASING CONSTRUCTION DUE TO FROZEN CONDITIONS. THE SITE MUST BE INSPECTED AND MAINTAINED ON A REGULAR BASIS DURING THE WINTER MONTHS.
- CONSTRUCTION ACTIVITY FUNCTION: SCHOOL
- ESTIMATED PROJECT START DATE: SPRING 2025
- ESTIMATED PROJECT COMPLETION DATE: SUMMER 2026
- 2.4. SOILS, SLOPES, VEGETATION, AND CURRENT DRAINAGE PATTERNS
 - SOIL TYPE(S): SILTY CLAY LOAM
 - GRADES IN PAVED AREAS NORTH OF THE EXISTING SCHOOL BUILDING GENERALLY RANGE FROM 1% TO 5%. SLOPES UP TO 3:1 ARE ENCOUNTERED ON THE SIDES OF THE DRAINAGE SWALE RUNNING NORTH BETWEEN THE EXISTING PARKING LOT AND THE TRACK AND FIELD, AND IN THE DRAINAGE CHANNEL RUNNING EAST, ALONG THE SCHOOL'S NORTH PROPERTY LINE. OTHER GREENSPACE INCLUDING THE BASIN NORTHEAST OF THE PARKING LOT CONSISTS OF SLOPES UP TO 6:1, AND GRADES AS LOW AS 1.5%. NO MAJOR CHANGES TO THE EXISTING SLOPES ARE PROPOSED.
 - RUNOFF CURRENTLY DRAINS OVERLAND TO THE DRAINAGE CHANNEL NORTH OF THE SCHOOL. ROOF DRAINAGE IS ROUTED TO THE BASIN NORTHEAST OF THE PARKING LOT, THEN TO THE DRAINAGE SWALE RUNNING NORTH, BETWEEN THE PARKING LOT AND TRACK AND FIELD, THROUGH UNDERGROUND STORM PIPE. PROPOSED DRAINAGE PATTERNS ULTIMATELY ROUTE RUNOFF TO THE SAME DRAINAGE CHANNEL, BUT CAPTURE, DETAIN AND CONTROL THE RATE OF RUNOFF THROUGH UNDERGROUND STORM SEWER DESCRIBED IN SECTION 2.7.
 - THE EXISTING VEGETATION IS PRIMARILY MEADOW AND GRASS WITH TREES SCATTERED AROUND THE SITE.
 - 2.5. CONSTRUCTION SITE ESTIMATES
 - TOTAL PROJECT AREA: 6.3 AC
 - CONSTRUCTION SITE AREA TO BE DISTURBED: 6.3 AC
 - PERCENTAGE IMPERVIOUS AREA BEFORE CONSTRUCTION: 40%
 - RUNOFF COEFFICIENT BEFORE CONSTRUCTION: 0.48
 - PERCENTAGE IMPERVIOUS AREA AFTER CONSTRUCTION: 75%
 - RUNOFF COEFFICIENT AFTER CONSTRUCTION: 0.73
 - 2.7. RECEIVING WATERS
 - ALL STORMWATER RUNOFF FROM THIS SITE IS ULTIMATELY CONVEYED TO THE MISSISSIPPI RIVER THROUGH AN UNNAMED TRIBUTARY, THE RACCOON RIVER, AND THE DES MOINES RIVER.
 - THE PROPOSED CONDITIONS WILL CONTINUE TO DRAIN FROM SOUTH TO NORTH. STORMWATER RATE CONTROL WILL GENERALLY BE CONSIDERED AT TWO LOCATIONS - THE DROPOFF AND THE GREENSPACE NORTH OF THE PARKING LOT. EACH UNDERGROUND STORAGE LOCATION WILL UTILIZE CORRUGATED METAL PIPE (CMP) FOR DETENTION. THE UNDERGROUND STORAGE IN THE DROPOFF WILL BE FOLLOWED BY AN OUTLET CONTROL STRUCTURE WITH TWO ORIFICE PLATES TO PROVIDE RATE CONTROL--ONE ATTACHED TO A WEIR WALL AND ANOTHER ATTACHED TO THE OUTLET PIPE.
 - 2.8. POTENTIAL SOURCES OF POLLUTION
 - SITE GRADING IS THE LARGEST POTENTIAL SOURCE OF SEDIMENT RUNOFF ON SITE.
 - POTENTIAL POLLUTANTS AND SOURCES, OTHER THAN SEDIMENT, TO STORMWATER RUNOFF, DURING CONSTRUCTION, STORAGE OF MATERIALS AND VEHICLES CAN BE DEEMED AS POTENTIAL POLLUTANT SOURCES. OIL, FUEL, AND ANY HAZARDOUS MATERIAL MUST BE PROPERLY STORED TO PREVENT SPILLAGE, LEAKAGE, AND DISCHARGE. ADDITIONALLY, A LOCATION FOR WASHING OF VEHICLES AND/OR EQUIPMENT HAS BEEN DESIGNATED ON SHEET C3.01, GRADING PLAN AND EROSION CONTROL PLAN - SOUTH. UPON THE COMPLETION OF CONSTRUCTION, PARKING LOTS POSE AS POTENTIAL POLLUTANT SOURCES DUE TO VEHICULAR TRAFFIC.
 - 2.9. ENDANGERED SPECIES CERTIFICATION
 - THERE ARE NO DELINEATED AREAS OF ENDANGERED SPECIES ON THE U.S. FISH AND WILDLIFE SERVICE'S CRITICAL HABITAT FOR THREATENED AND ENDANGERED SPECIES MAP.
 - 2.10. HISTORIC PRESERVATION
 - ACCORDING TO THE IOWA DEPARTMENT OF CULTURAL AFFAIRS' MAP, THE NEAREST HISTORIC SITE IS APPROXIMATELY ONE MILE FROM THE CONSTRUCTION SITE.

SECTION 3: EROSION AND SEDIMENT CONTROL BMPS

THE FOLLOWING BMPS ARE LISTED AS GENERAL BMPS THAT ARE TO BE USED ON THE PROJECT SITE. SHOULD THE CONTRACTOR CHOOSE TO INCLUDE ADDITIONAL BMPS, THE SWPPP SHOULD BE UPDATED ACCORDINGLY. INSTALLATION AND MAINTENANCE PROCEDURES SHOULD FOLLOW THAT LISTED IN THE PROJECT SPECIFICATIONS, AS WELL AS APPLICABLE CITY, STATE, AND FEDERAL RULES AND REGULATIONS, INCLUDING THE MOST RECENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND IOWA STORM WATER MANUAL (ISWMM). LOCATION OF PROPOSED BMPS AND DETAILS CAN BE FOUND IN THE PROJECT PLANS.

- 3.1. MINIMIZE DISTURBED AREA AND PROTECT NATURAL FEATURES AND SOIL
 - STABILIZATION PRACTICES:
 - 3.1.1. STORMWATER MANAGEMENT
 - STORM WATER RUNOFF WILL BE MANAGED BY STORM SEWER AND DRAINAGE SWALES. THE AREAS THAT ARE NOT DEVELOPED WILL BE GRADED AT THE SLOPES AS SHOWN ON THE GRADING PLAN, AND SHALL HAVE PERMANENT SEEDING OR LANDSCAPING UPON FINAL GRADING. ALL PIPE OUTLETS WILL BE STABILIZED WITH RIP-RAP AND ENGINEERING FABRIC TO REDUCE EROSION AT THE PIPE OUTLETS.
 - 3.1.2. PERMANENT STABILIZATION PRACTICES
 - PERMANENT SEEDING AND PLANTING OF ALL DISTURBED AREAS BY SEEDING, FERTILIZING, AND MULCHING SHALL BE COMPLETED AFTER FINAL GRADING IS FINISHED. THIS SHALL OCCUR IN A TIME OF YEAR THAT IS APPROPRIATE FOR SEED GERMINATION. ALL VEGETATION IN AREAS NOT DISTURBED DURING CONSTRUCTION IS TO BE MAINTAINED.
 - 3.1.3. PERMANENT STRUCTURAL PRACTICES
 - INLET PROTECTION SHALL BE PLACED AT EACH CATCH BASIN UNTIL VEGETATION IS FULLY ESTABLISHED.
 - 3.1.4. TEMPORARY STABILIZATION PRACTICES
 - IF CONSTRUCTION ACTIVITY CEASES AFTER STRIPPING AND STOCKPILING FOR MORE THAN 21 DAYS, TEMPORARY SEED AND MULCHING SHALL BE PLACED NO MORE THAN 14 DAYS AFTER CONSTRUCTION CEASES. SILT FENCE MAY BE USED TO TEMPORARILY CHECK FLOWS ON SITE AND HELP PROTECT INTAKES AND MANHOLES ON SITE. ANY AREA WHERE RUNOFF FLOWS OFF SITE, SILT FENCE SHALL BE PLACED ALONG THE PERIMETER OF THE SITE PRIOR TO ANY GRADING. FREQUENT WATERING OF THE GRADE ON SITE SHALL ALSO BE PRACTICED TO MINIMIZE DUST POLLUTION ON SITE.
 - 3.1.5. TEMPORARY STRUCTURAL PRACTICES
 - TEMPORARY SEDIMENT TRAPS MAY BE USED AND PLACED NEAR OUTLETS FROM THE POND TO COLLECT SEDIMENT PRIOR TO ENTERING THE EXISTING POND. A COMBINATION OF SILT FENCES, SEDIMENT TRAPS, AND INLET PROTECTION MEASURES MAY BE USED TO REDUCE EROSION.
 - 3.1.6. OTHER CONTROLS
 - ALL DISPOSAL OF CONSTRUCTION MATERIALS AND WASTE SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS FOR DISPOSAL OF SUCH MATERIALS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF A TEMPORARY GRAVEL ENTRANCE INTO THE PROJECT TO MINIMIZE THE AMOUNT OF TRACKING FROM THE SITE. THE BORDERING STREETS SHALL BE INSPECTED DAILY, AND ANY TRACKING SHALL BE CLEANED IMMEDIATELY.
 - 3.2. CONTROL STORMWATER FLOWING ONTO AND THROUGH THE PROJECT
 - BMP DESCRIPTION: SILT FENCE
 - INSTALLATION SCHEDULE: FOLLOWING STORM SEWER INSTALLATION
 - MAINTENANCE AND INSPECTION: ONCE EVERY 7 DAYS OR WITHIN 24 HOURS OF A 1/2" RAIN EVENT OR GREATER
 - RESPONSIBLE STAFF: CONTRACTOR
 - 3.3. STABILIZE SOILS
 - BMP DESCRIPTION: ESTABLISH PERENNIAL VEGETATION
 - PERMANENT/TEMPORARY: PERMANENT
 - INSTALLATION SCHEDULE: FINAL STABILIZATION
 - MAINTENANCE AND INSPECTION: WATER AND/OR FERTILIZE UNTIL TURF HAS ESTABLISHED.
 - RESPONSIBLE STAFF: CONTRACTOR
 - 3.4. PROTECT SLOPES
 - THE PROPOSED FINAL GRADING OF THE DISTURBED AREA WILL NOT CONTAIN ANY SLOPES GREATER THAN 3:1.
 - 3.5. PROTECT STORM DRAIN INLETS
 - BMP DESCRIPTION: AREA INLET SEDIMENT BARRIER - SILT FENCE
 - INSTALLATION SCHEDULE: FOLLOWING STORM SEWER INSTALLATION
 - MAINTENANCE AND INSPECTION: ONCE EVERY 7 DAYS OR WITHIN 24 HOURS OF 1/2" RAIN EVENT OR GREATER.
 - RESPONSIBLE STAFF: CONTRACTOR

SECTION 3: EROSION AND SEDIMENT CONTROL BMPS (CONTINUED)

- 3.6. ESTABLISH PERIMETER CONTROLS AND SEDIMENT BARRIERS
 - 3.6.1. BMP DESCRIPTION: PERIMETER SILT FENCE
 - INSTALLATION SCHEDULE: PRIOR TO LAND DISTURBANCE
 - MAINTENANCE AND INSPECTION: ONCE EVERY 7 DAYS OR WITHIN 24 HOURS OF 1/2" RAIN EVENT OR GREATER.
 - RESPONSIBLE STAFF: CONTRACTOR
 - 3.6.2. BMP DESCRIPTION: CONSTRUCTION FENCING
 - INSTALLATION SCHEDULE: PRIOR TO LAND DISTURBANCE
 - MAINTENANCE AND INSPECTION: INSPECT AT MINIMUM ONCE EVERY 7 DAYS. NECESSARY REPAIRS SHALL BE MADE WITHIN 24 HOURS.
 - RESPONSIBLE STAFF: CONTRACTOR
- 3.7. RETAIN SEDIMENT ON-SITE
 - BMP DESCRIPTION: ROCK CONSTRUCTION ENTRANCE
 - INSTALLATION SCHEDULE: PRIOR TO LAND DISTURBANCE
 - MAINTENANCE AND INSPECTION: MAINTAIN 6" MINIMUM DEPTH. RESHAPE ENTRANCE AS NEEDED TO MAINTAIN FUNCTION AND INTEGRITY OF INSTALLATION. TOP DRESS WITH CLEAN AGGREGATE AS NEEDED.
 - RESPONSIBLE STAFF: CONTRACTOR
- 3.8. ESTABLISH STABILIZED CONSTRUCTION EXITS
 - BMP DESCRIPTION: ROCK CONSTRUCTION ENTRANCE
 - INSTALLATION SCHEDULE: PRIOR TO LAND DISTURBANCE
 - MAINTENANCE AND INSPECTION: MAINTAIN 6" MINIMUM DEPTH. RESHAPE ENTRANCE AS NEEDED TO MAINTAIN FUNCTION AND INTEGRITY OF INSTALLATION. TOP DRESS WITH CLEAN AGGREGATE AS NEEDED.
 - RESPONSIBLE STAFF: CONTRACTOR

SECTION 4: GOOD HOUSEKEEPING BMPS

- 4.1. MATERIAL HANDLING AND WASTE MANAGEMENT
 - 4.1.1. BMP DESCRIPTION: TRASH DUMPSTERS
 - INSTALLATION SCHEDULE: DUMPSTERS WILL BE INSTALLED ONCE THE MATERIALS STORAGE AREA HAS BEEN ESTABLISHED.
 - MAINTENANCE AND INSPECTION: DUMPSTERS TO BE INSPECTED WEEKLY AND IMMEDIATELY AFTER STORM EVENTS. IF TRASH AND CONSTRUCTION DEBRIS ARE EXCEEDING THE DUMPSTERS' CAPACITY, THE DUMPSTERS WILL BE EMPTIED MORE FREQUENTLY.
 - RESPONSIBLE STAFF: CONTRACTOR
 - 4.1.2. BMP DESCRIPTION: PORTABLE SANITARY FACILITIES (PORTABLE TOILETS)
 - INSTALLATION SCHEDULE: PORTABLE TOILETS WILL BE BROUGHT TO THE SITE ONCE THE STAGING AREA HAS BEEN ESTABLISHED.
 - MAINTENANCE AND INSPECTION: INSPECT WEEKLY FOR EVIDENCE OF LEAKAGE IN HOLDING TANKS. CONTRACTOR TO SCHEDULE SANITARY WASTE COLLECTION AS NECESSARY.
 - RESPONSIBLE STAFF: CONTRACTOR
- 4.5. ESTABLISH PROPER BUILDING MATERIAL STAGING AREAS
 - BMP DESCRIPTION: MATERIALS STAGING AREA
 - INSTALLATION SCHEDULE: STAGING AREA TO BE ESTABLISHED PRIOR TO ANY INFRASTRUCTURE INSTALLATION.
 - MAINTENANCE AND INSPECTION: INSPECT WEEKLY AND AFTER STORM EVENTS.
 - RESPONSIBLE STAFF: CONTRACTOR
- 4.6. DESIGNATE WASHOUT AREAS
 - BMP DESCRIPTION: CONCRETE WASHOUT
 - INSTALLATION SCHEDULE: PRIOR TO THE PLACEMENT OF ANY CONCRETE.
 - MAINTENANCE AND INSPECTION: INSPECTED DAILY TO ENSURE ALL CONCRETE WASHING IS BEING DISCHARGED INTO THE WASHOUT AREA. NO LEAKS ARE PRESENT, AND TO IDENTIFY WHEN CONCRETE WASTED NEED TO BE REMOVED.
 - RESPONSIBLE STAFF: CONTRACTOR
- 4.7. ESTABLISH PROPER EQUIPMENT/VEHICLE FUELING AND MAINTENANCE PRACTICES
 - BMP DESCRIPTION: VEHICLE/EQUIPMENT FUELING AND MAINTENANCE
 - INSTALLATION SCHEDULE: START OF THE PROJECT
 - MAINTENANCE AND INSPECTION: ALL MAJOR EQUIPMENT/VEHICLE FUELING AND MAINTENANCE WILL BE PERFORMED OFF SITE. WHEN VEHICLE FUELING MUST OCCUR ON SITE, THE FUELING ACTIVITY WILL OCCUR IN THE STAGING AREA. INSPECT EQUIPMENT/VEHICLE STORAGE AREAS AND FUEL TANK WEEKLY AND AFTER STORM EVENTS.
 - RESPONSIBLE STAFF: CONTRACTOR
- 4.8. CONTROL EQUIPMENT/VEHICLE WASHING
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL EQUIPMENT AND VEHICLE WASHING IS PERFORMED OFF-SITE.
- 4.9. SPILL PREVENTION AND CONTROL PLAN
 - VEHICLE MAINTENANCE - VEHICLES AND EQUIPMENT WILL BE MAINTAINED OFF SITE. ALL VEHICLES AND EQUIPMENT INCLUDING SUBCONTRACTOR VEHICLES WILL BE CHECKED FOR LEAKING OIL AND FLUIDS. VEHICLES LEAKING FLUIDS WILL NOT BE ALLOWED ON SITE.
 - HAZARDOUS MATERIAL STORAGE - HAZARDOUS MATERIALS WILL BE STORED IN ACCORDANCE WITH FEDERAL AND MUNICIPAL REGULATIONS.
 - SPILLS - ALL SPILLS WILL BE CLEANED IMMEDIATELY UPON DISCOVERY. SPENT ABSORBENT MATERIALS AND RAGS WILL BE HAULED OFF SITE IMMEDIATELY AFTER THE SPILL IS CLEANED.
 - MATERIAL SAFETY DATA SHEETS, MATERIAL INVENTORY, AND EMERGENCY CONTACT INFORMATION WILL BE MAINTAINED AT THE ON-SITE PROJECT TRAILER.
- 4.8. ALLOWABLE NON-STORMWATER DISCHARGE MANAGEMENT
 - ANY CHANGES IN CONSTRUCTION ACTIVITIES THAT PRODUCE OTHER ALLOWABLE NON-STORMWATER DISCHARGES WILL BE IDENTIFIED BY THE CONTRACTOR, THE SWPPP WILL BE AMENDED, AND THE APPROPRIATE EROSION AND SEDIMENT CONTROL WILL BE IMPLEMENTED.
- 4.9. EMERGENCY CONTACT NUMBERS
 - EMERGENCY SERVICES (POLICE, AMBULANCE SERVICE): 911
 - IDNR: (515) 725-8694
 - CITY OF VAN METER: (515) 996-2644

SECTION 5: SELECTING POST-CONSTRUCTION BMPS

- BMP DESCRIPTION: RIP RAP
- INSTALLATION SCHEDULE: TO BE INSTALLED WITH STORM SEWER SYSTEM
- MAINTENANCE AND INSPECTION: INSPECT WEEKLY AND IMMEDIATELY AFTER STORM EVENTS TO ENSURE RIP RAP IS STABILIZED
- RESPONSIBLE STAFF: CONTRACTOR/OWNER

SECTION 6: INSPECTIONS

- 6.1. INSPECTIONS
 - INSPECTIONS OF THE SITE WILL BE PERFORMED ONCE EVERY 7 DAYS, AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 1/2" OR GREATER. THE INSPECTIONS WILL VERIFY THAT ALL BMPS REQUIRED IN SECTIONS 3 AND 4 ARE IMPLEMENTED, MAINTAINED, EFFECTIVELY MINIMIZING EROSION, AND PREVENTING STORMWATER CONTAMINATION FROM CONSTRUCTION MATERIALS.

SECTION 7: RECORDKEEPING AND TRAINING

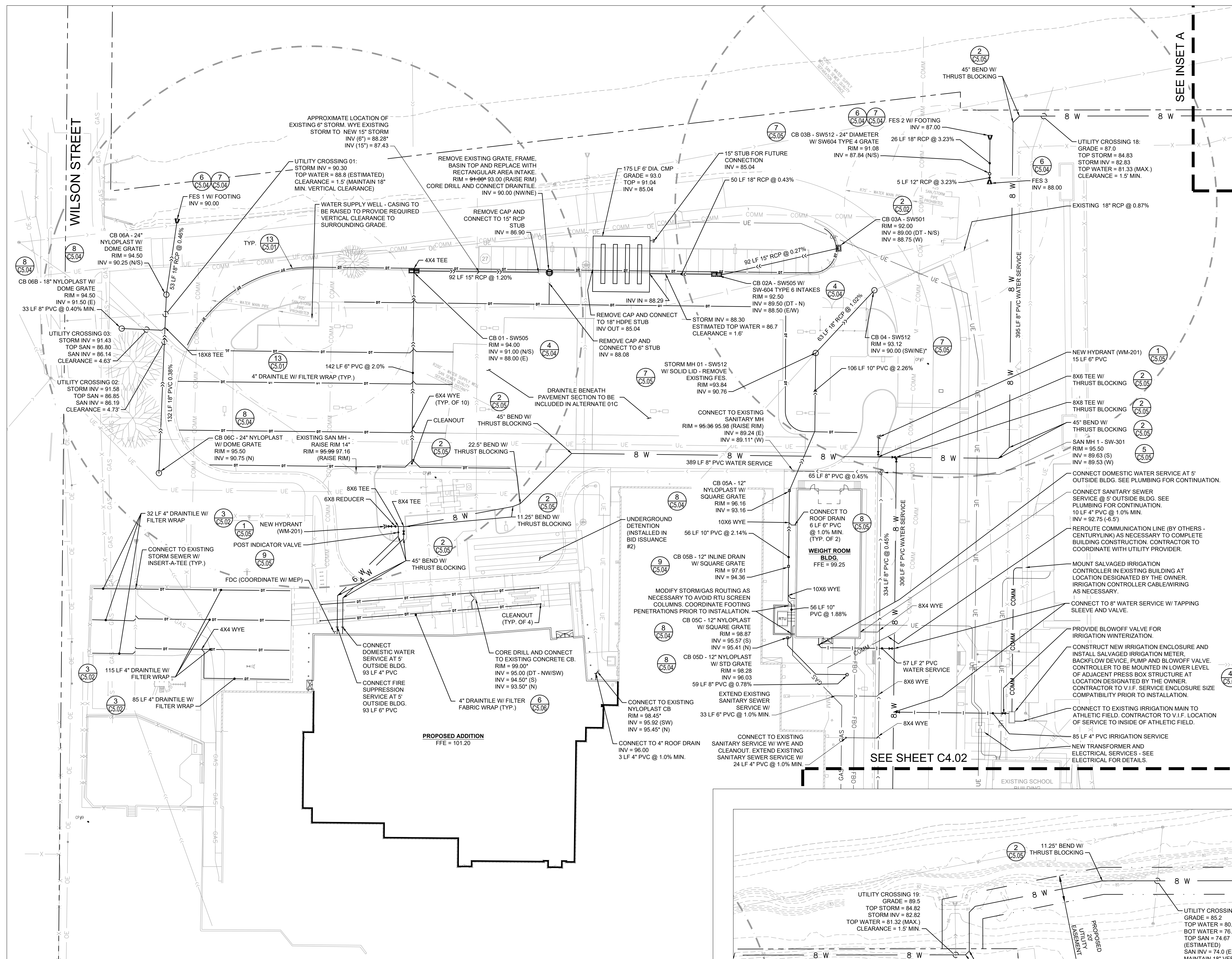
- 7.1. RECORDKEEPING
 - RECORDS WILL BE RETAINED FOR A MINIMUM PERIOD OF AT LEAST 3 YEARS AFTER THE PERMIT IS TERMINATED.
- 7.2. LOG OF CHANGES TO THE SWPPP
 - ALL WORKERS ONSITE SHALL BE MADE AWARE OF PRE-CONTROLS AND REGULATIONS. SITE MAP SHALL BE UPDATED AS CONDITIONS AND/OR CONTROL LOCATIONS CHANGE. IF CONTROL LOCATIONS CANNOT BE PRE-DETERMINED, THE SWPPP MANAGER SHALL ADD THEM TO THE SITE MAP AS THEY ARE IMPLEMENTED. OFFICIAL LOG TO BE COMPLETED BY THE CONTRACTOR.

SECTION 8: FINAL STABILIZATION

- BMP DESCRIPTION: PERMANENT SEEDING
- INSTALLATION SCHEDULE: AFTER FINAL DESIGN GRADES ARE ACHIEVED.
- MAINTENANCE AND INSPECTION: ALL SEEDED AREAS WILL BE INSPECTED WEEKLY DURING CONSTRUCTION ACTIVITIES FOR FAILURE, AND AFTER STORM EVENTS UNTIL A DENSE COVER OF VEGETATION HAS BEEN ESTABLISHED.
- RESPONSIBLE STAFF: CONTRACTOR/OWNER

Revisions:	Description	Date	No.
	ADDENDUM 03	12/04/24	A
	ADDENDUM 04	12/10/24	A

OWNER SIGN-OFF:	NAME
DATE	

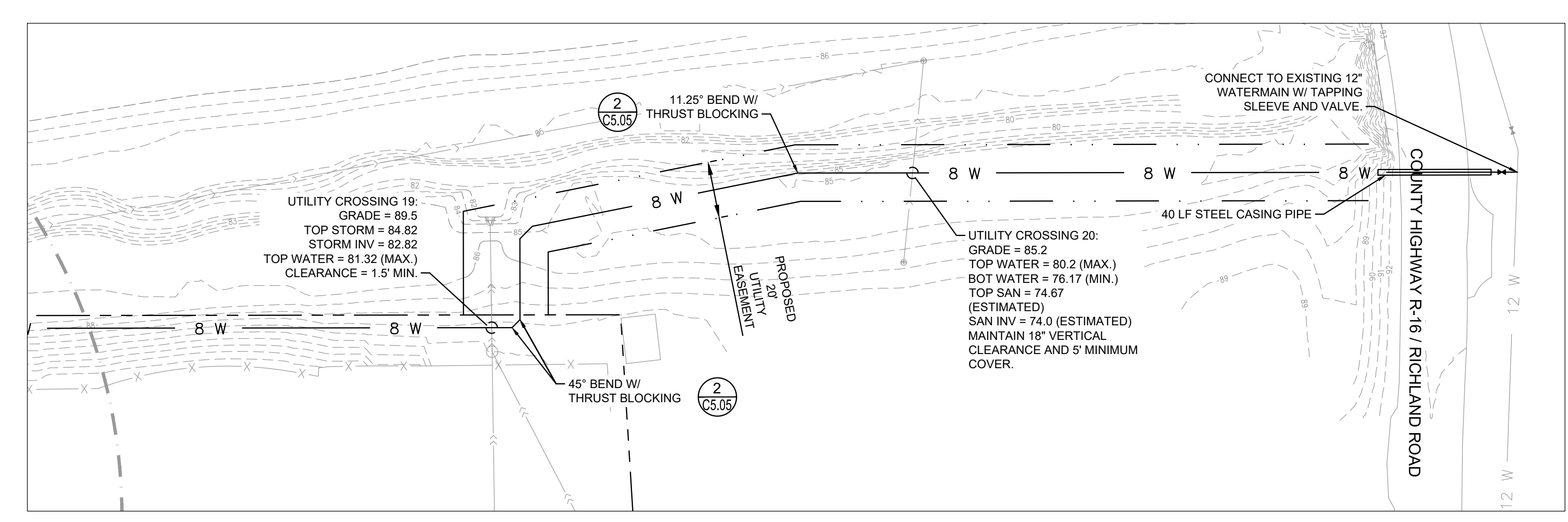
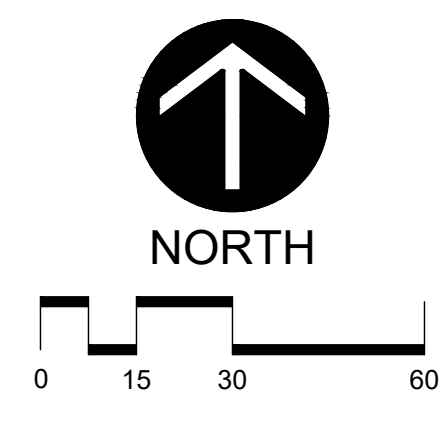


LEGEND

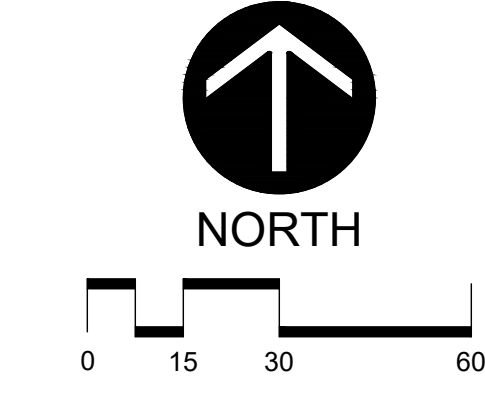
—	CTV	—	CABLE UNDERGROUND LINE
—	OE	—	ELECTRIC OVERHEAD LINE
—	UE	—	ELECTRIC UNDERGROUND LINE
—	FBO	—	FIBER OPTIC UNDERGROUND LINE
—	G	—	NATURAL GAS UNDERGROUND LINE
—	S	—	SANITARY SEWER PIPE
—	SS	—	STORM SEWER PIPE
—	T	—	TELEPHONE UNDERGROUND LINE
—	W	—	WATERMAIN PIPE
—	WT	—	WATER SERVICE
—	D	—	DRAIN TILE PIPE
○	MANHOLE	○	LIGHT POLE
○	CATCH BASIN	○	HYDRANT
○	CURB INLET	○	GATE VALVE & BOX
○	OUTLET CONTROL STRUCTURE	○	WATER SHUTOFF
○	FLARED END	○	POST INDICATOR VALVE
○	CLEANOUT	○	FIRE DEPARTMENT CONNECTION (FDC)

UTILITY NOTES

- It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
- All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
- The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
- The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
- Maintain a minimum of 5' of cover over all water lines and sanitary sewer lines. Install water lines 18" above sanitary sewers, where the sanitary sewer crosses over the water line, install sewer piping of materials equal to watermain standards for 10 feet on both sides and maintain 18" of separation.
- Where 5' of cover is not provided over sanitary sewer and water lines, install 2" rigid polystyrene insulation with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 5" wide, centered over pipe with 6" sand cushion between pipe and insulation.
- All watermain piping shall be PVC AWWA C900 unless noted otherwise.
- See Project Specifications for bedding requirements.
- Pressure test (AWWA C600 for DIP, AWWA C605 for PVC) and disinfect (AWWA C651, including collection of two consecutive sets of acceptable bacteria samples 24 hours apart per SUDAS Section 5030) all new watermains in accordance with state and local requirements.
- Sanitary sewer piping shall be PVC SDR-26 for depths up to 26'.
- All watermain piping shall include tracer wire with connection ports. All DIP watermain piping shall be poly-wrapped.
- All private underground utility lines and pipes shall include a tracer line to facilitate above-ground locating.
- Steel casing pipe to be furnished and installed in conformance with SUDAS Section 3020. Casing pipe to have a wall thickness of 3/8" minimum, unless otherwise recommended by the manufacturer. Casing pipe to be coated as recommended by the manufacturer based on on-site material. Carrier pipe shall be installed with casing spacers as defined in SUDAS Section 3020.2.03 and shall include a water tight casing end seal. Annular space between casing pipe and carrier pipe is to remain unfilled. Water service carrier pipe to meet materials specified in SUDAS Section 2553.02 A.1.d.
- Modifications to the on-site public water supply well will require a permit from the Iowa Department of Natural Resources. Well modifications to result in the well casing being a MINIMUM of 18" above the finish grade surface. Drainage is to be provided away from the well for a minimum of 15'.



INSET A:
SCALE: 1" = 30'



REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

OWNER SIGN-OFF:
DATE: _____ NAME: _____

PROJECT NO:
23086

DATE:
11/11/2024
SHEET SET:
BID DOCUMENTS

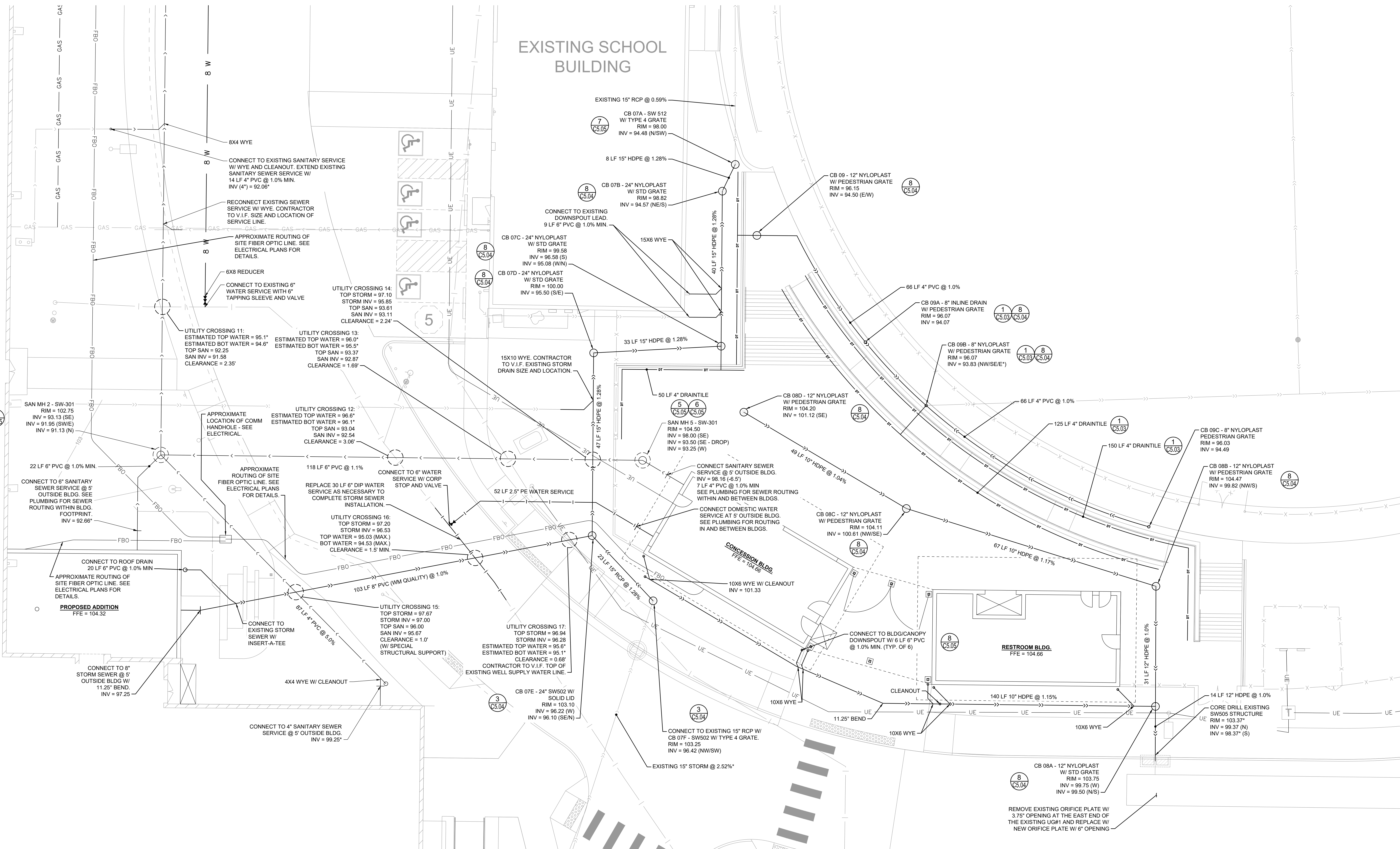
SHEET NAME:
UTILITY PLAN
- NORTH

REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

OWNER SIGN-OFF:
DATE _____ NAME _____

EXISTING SCHOOL BUILDING

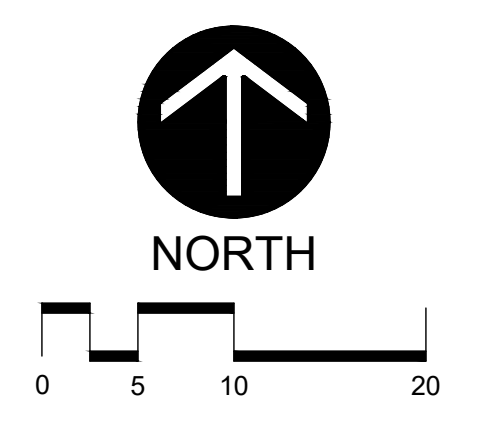


LEGEND

○	STORM MANHOLE	—	CTV	—	CABLE UNDERGROUND LINE
○	CATCH BASIN	—	OE	—	ELECTRIC OVERHEAD LINE
□	CURB INLET	—	UE	—	ELECTRIC UNDERGROUND LINE
△	FLARED END	—	FO	—	FIBER OPTIC UNDERGROUND LINE
○	SANITARY MANHOLE	—	G	—	NATURAL GAS UNDERGROUND LINE
○	HYDRANT	—	S	—	SANITARY SEWER PIPE
⊕	GATE VALVE & BOX	—	T	—	STORM SEWER PIPE
⊗	WATER SHUTOFF	—	W	—	TELEPHONE UNDERGROUND LINE
⊙	LIGHT POLE	—	sr	—	WATERMAIN PIPE
					DRAIN TILE PIPE

UTILITY NOTES

1. See notes on Sheet C4.01 - Utility Plan - North.



VAN METER COMMUNITY SCHOOL DISTRICT
VAN METER SCHOOL ADDITION - BID ISSUANCE #3
 520 1ST AVE, VAN METER, IA 50261

PROJECT NO:
23086

DATE:
11/11/2024
SHEET SET:
BID DOCUMENTS

SHEET NAME:
UTILITY PLAN
- SOUTH

SHEET:
C4.02

REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

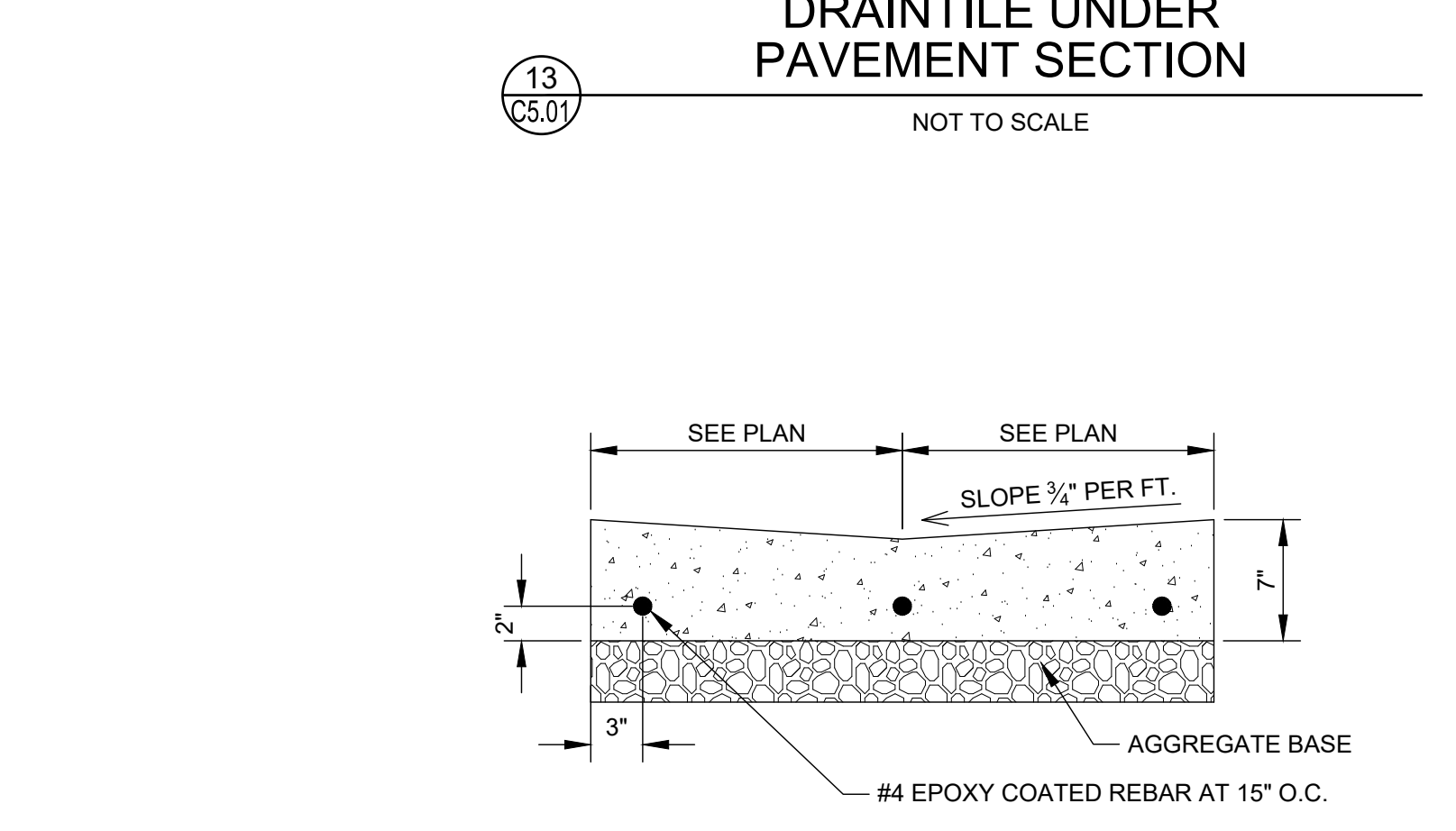
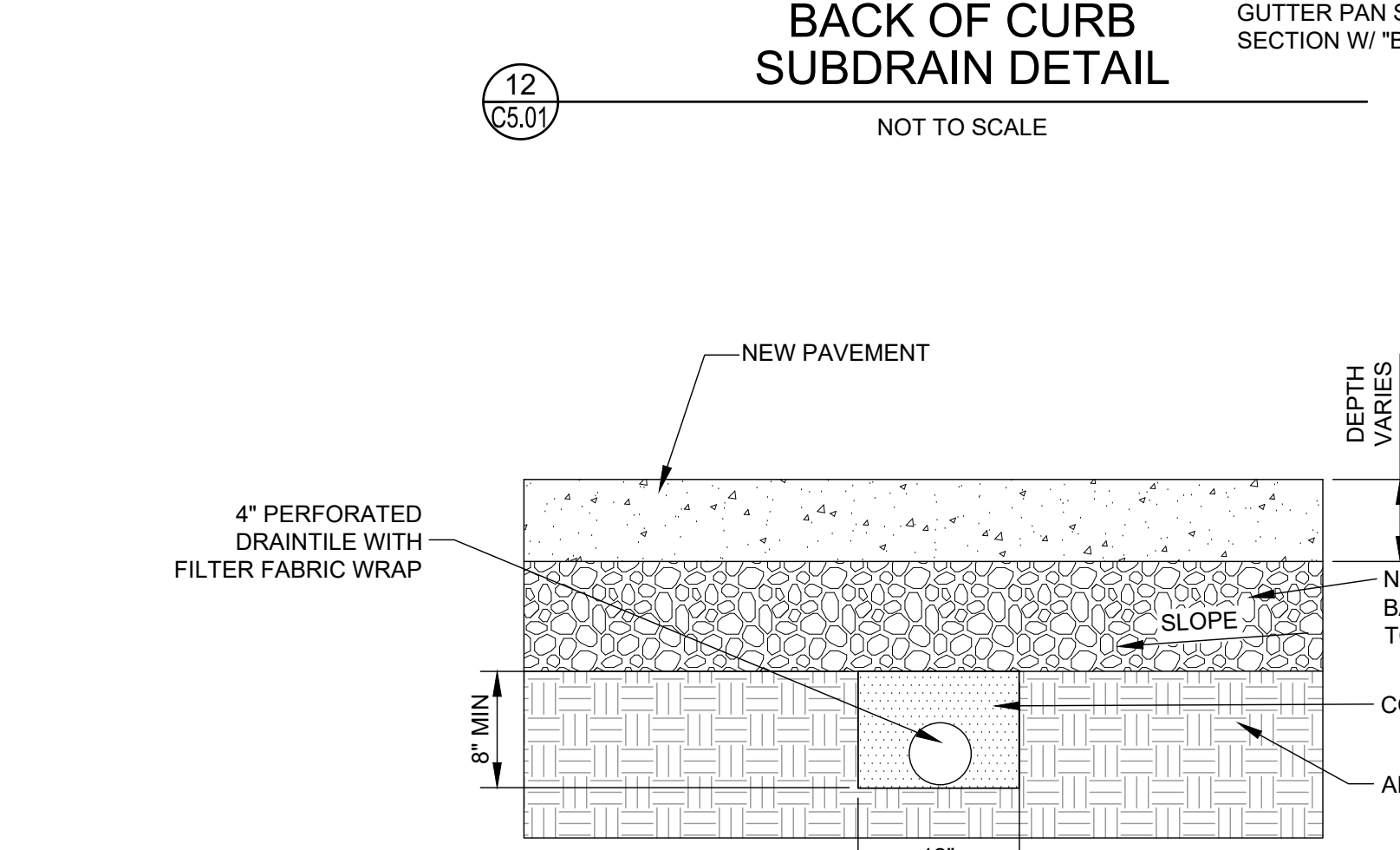
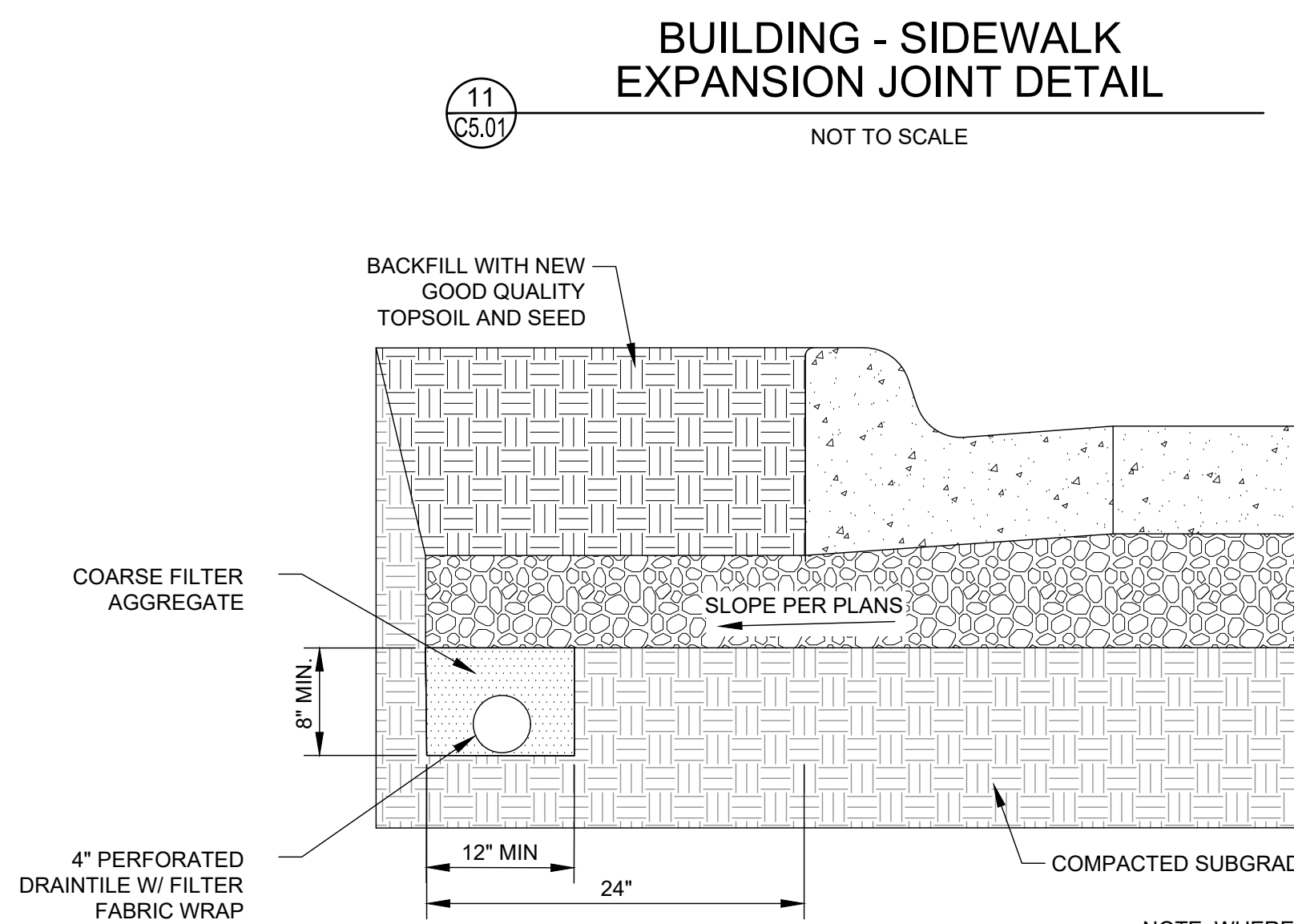
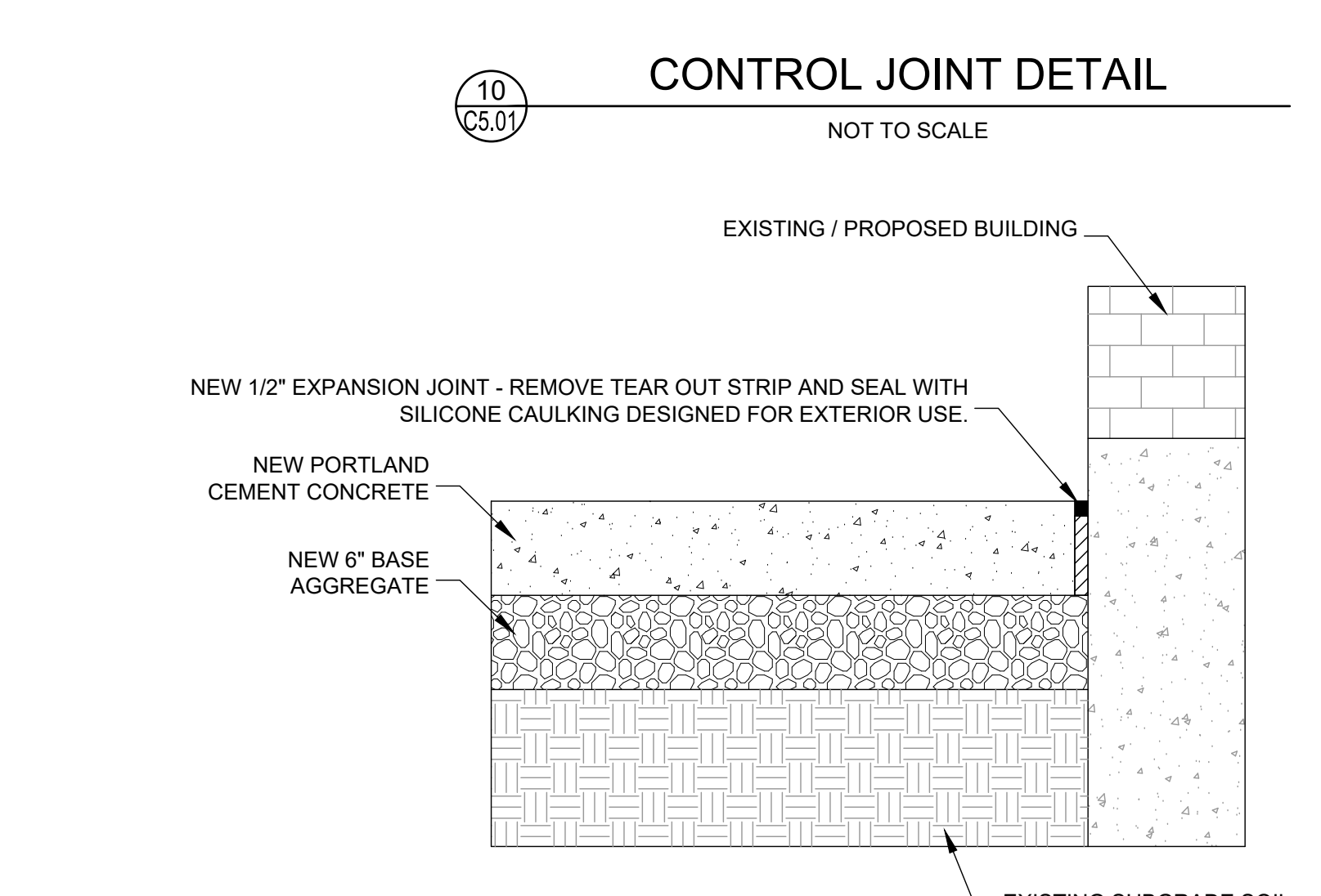
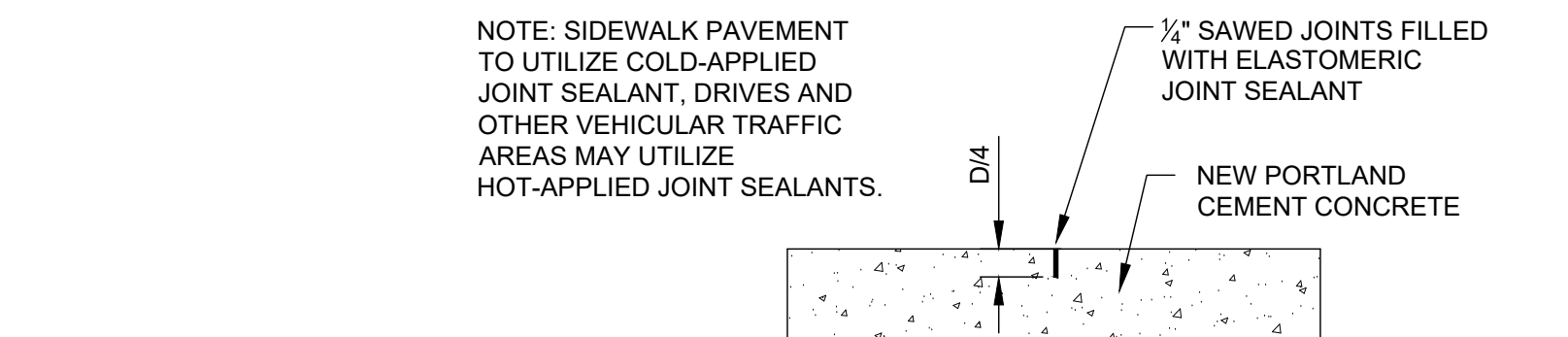
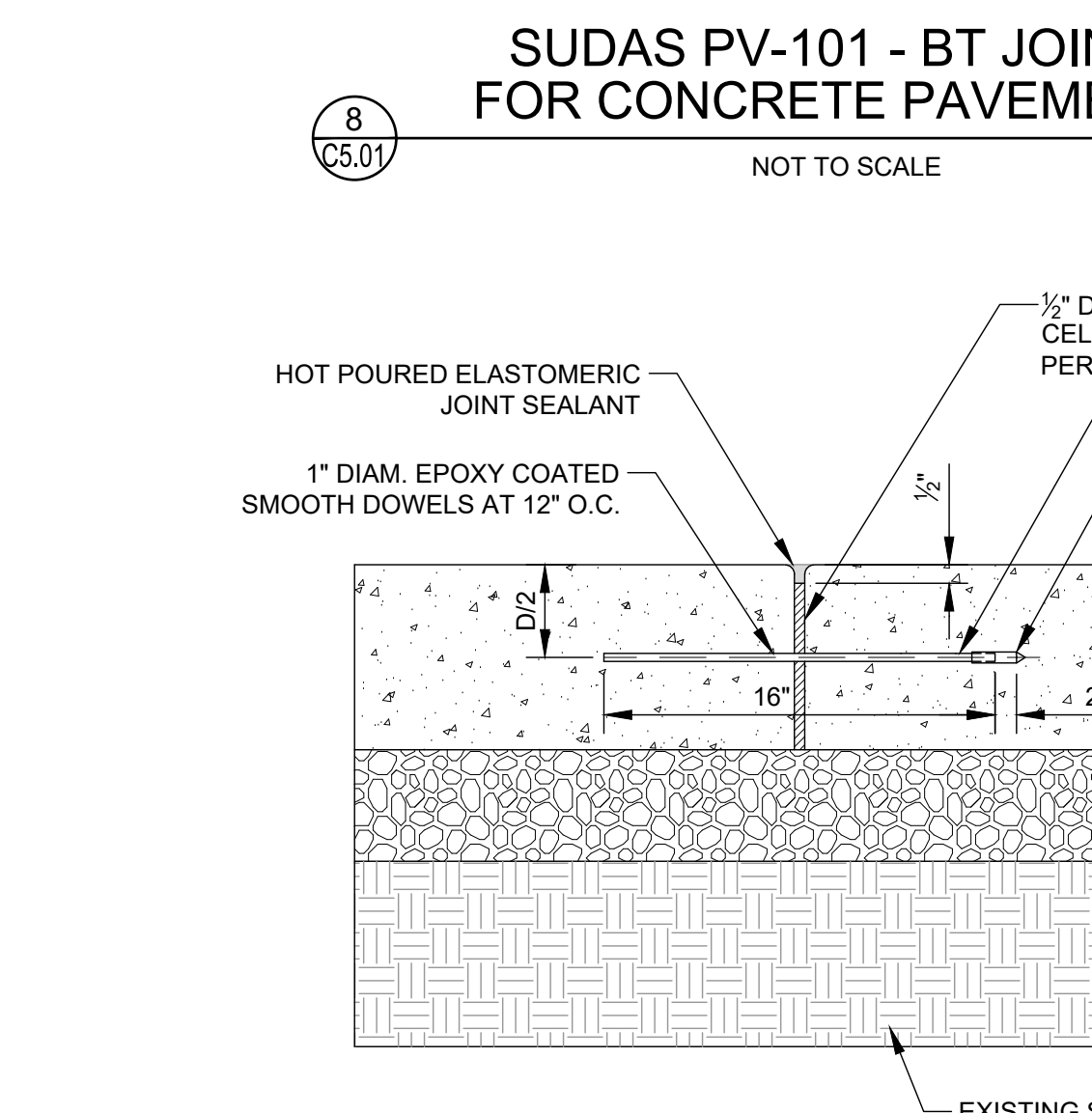
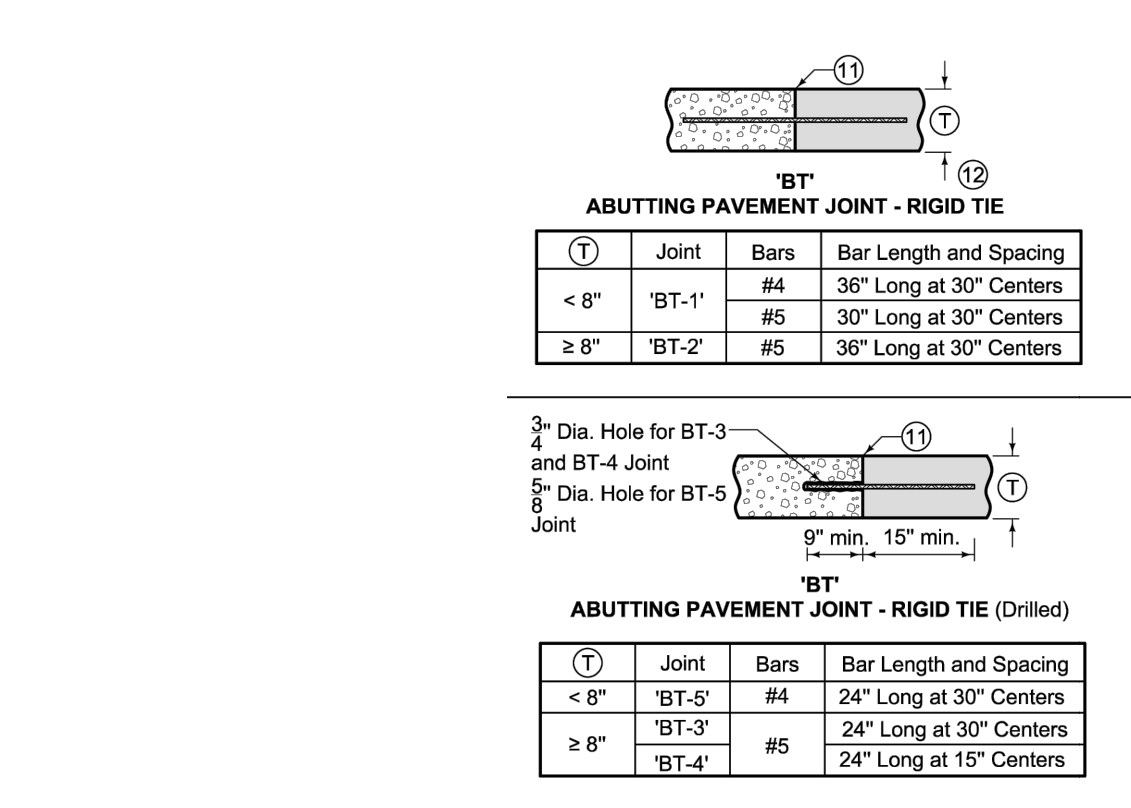
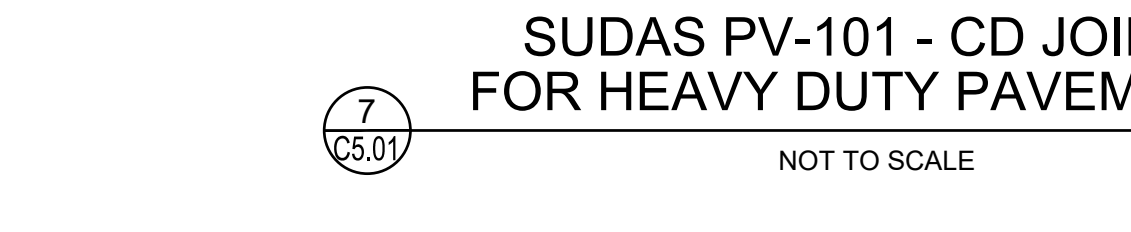
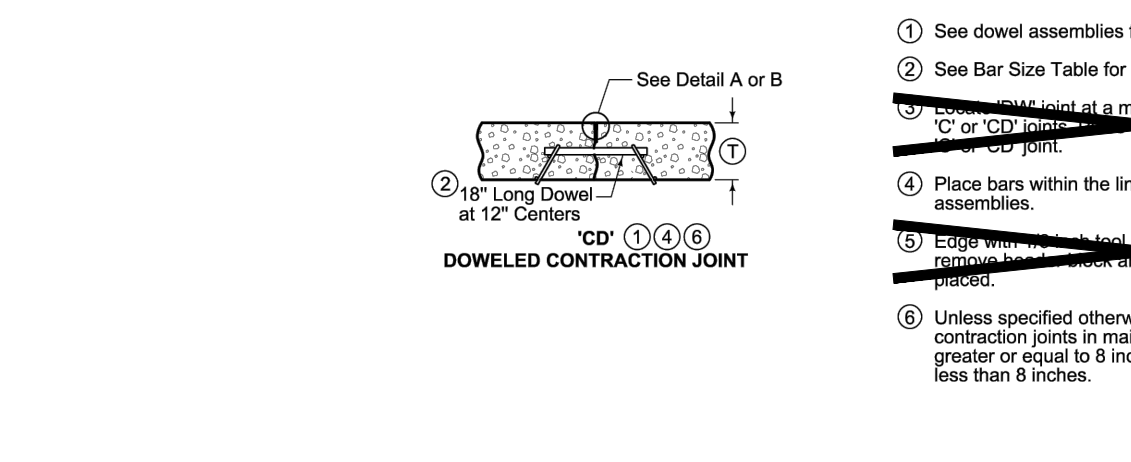
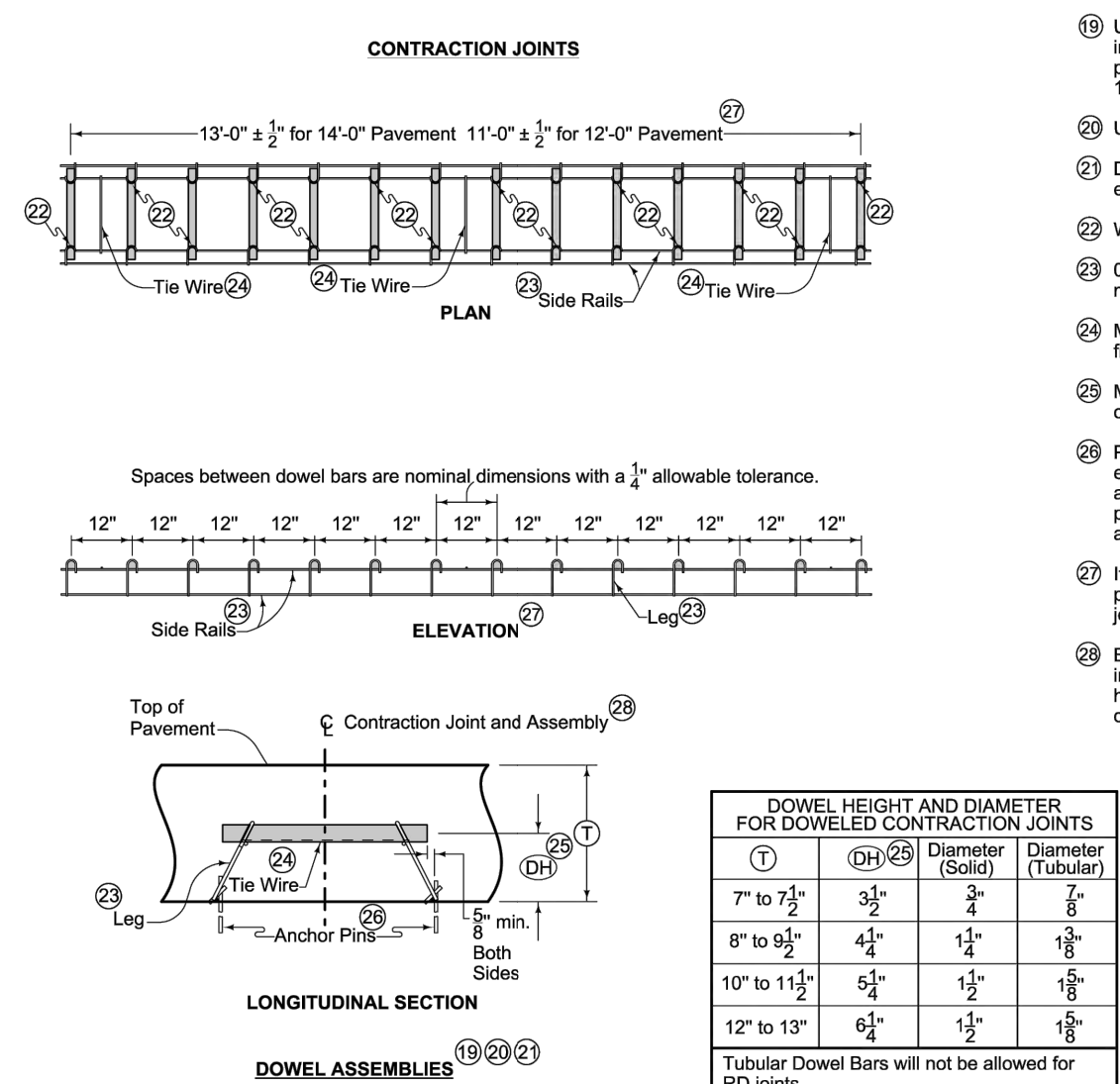
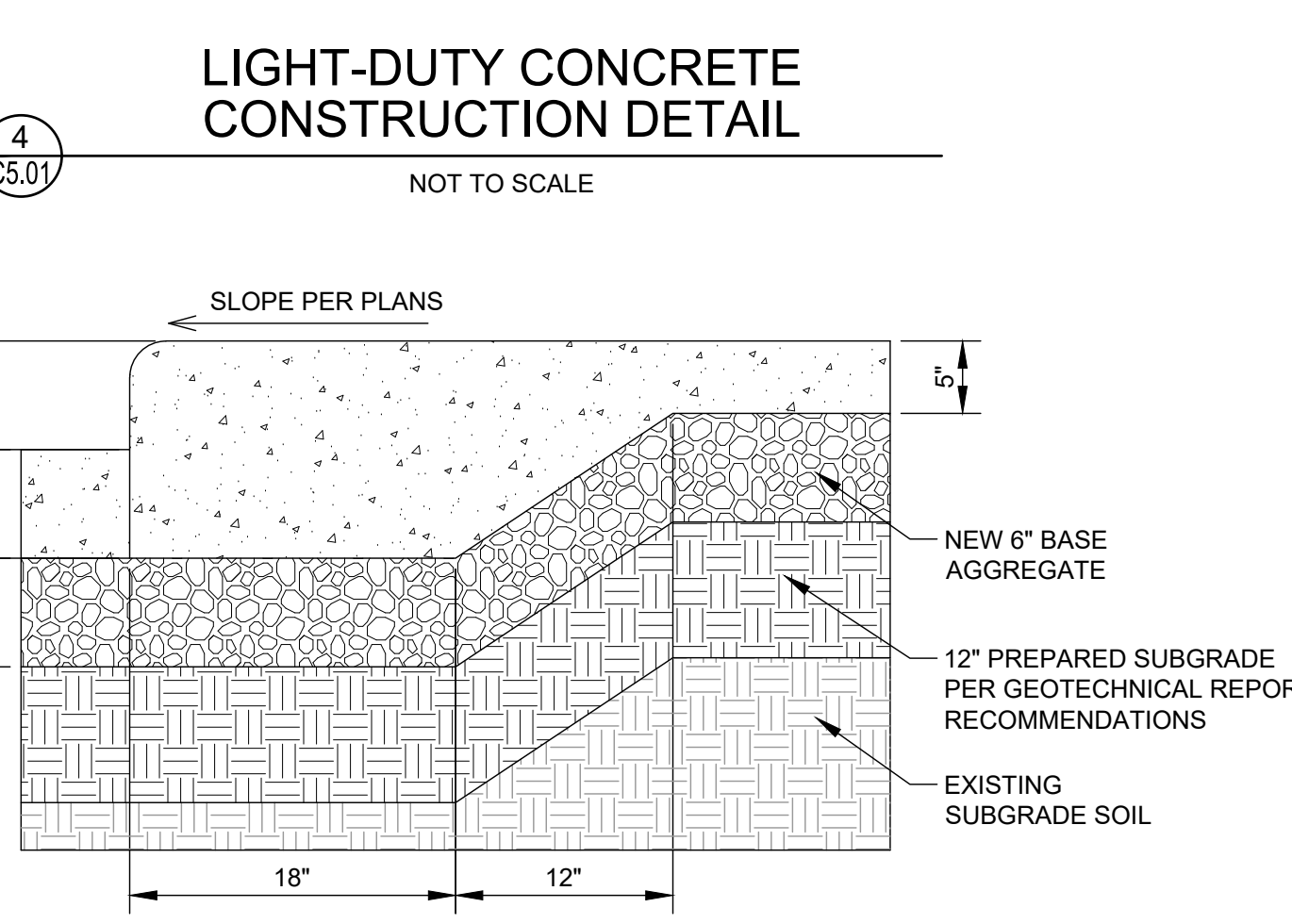
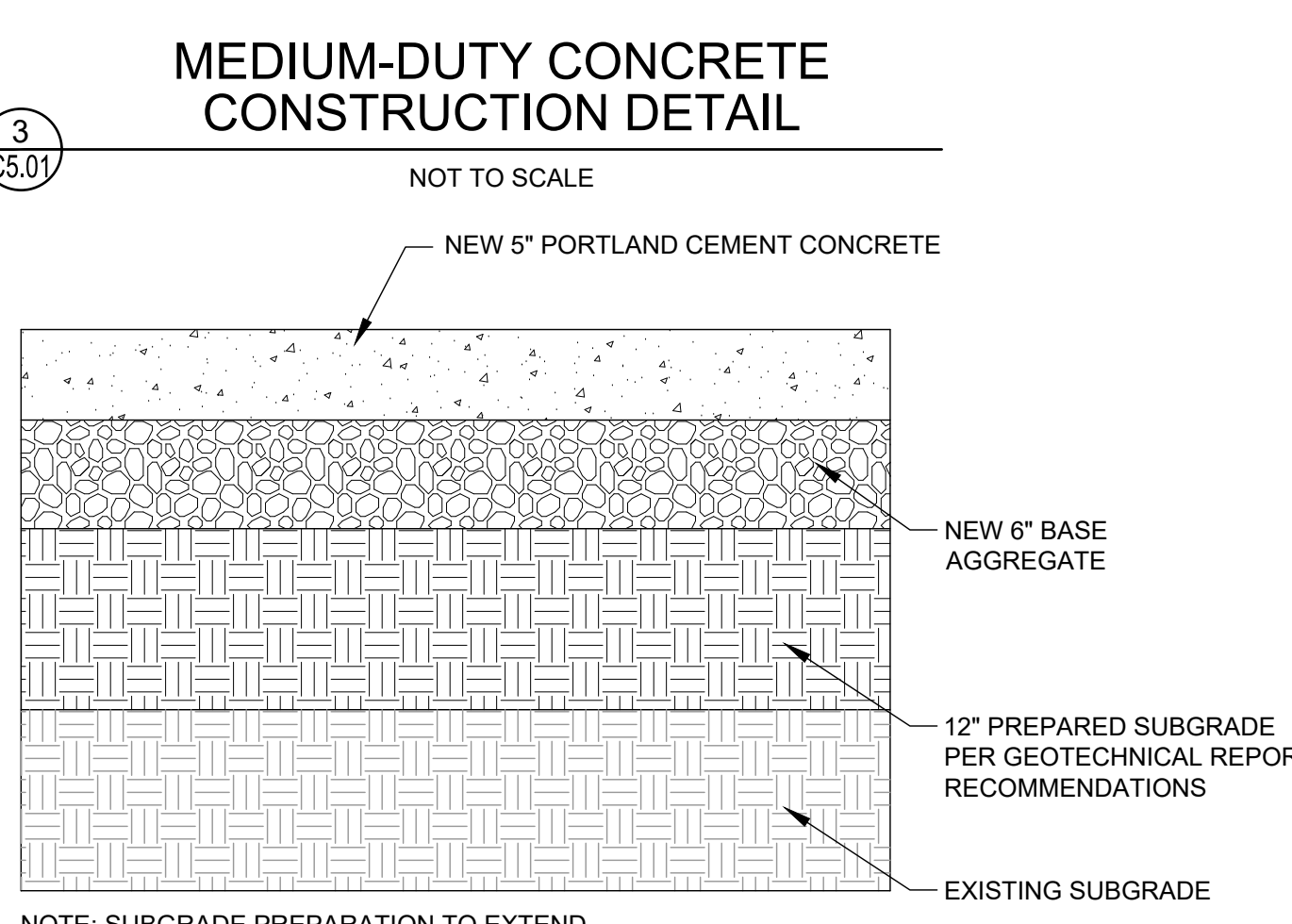
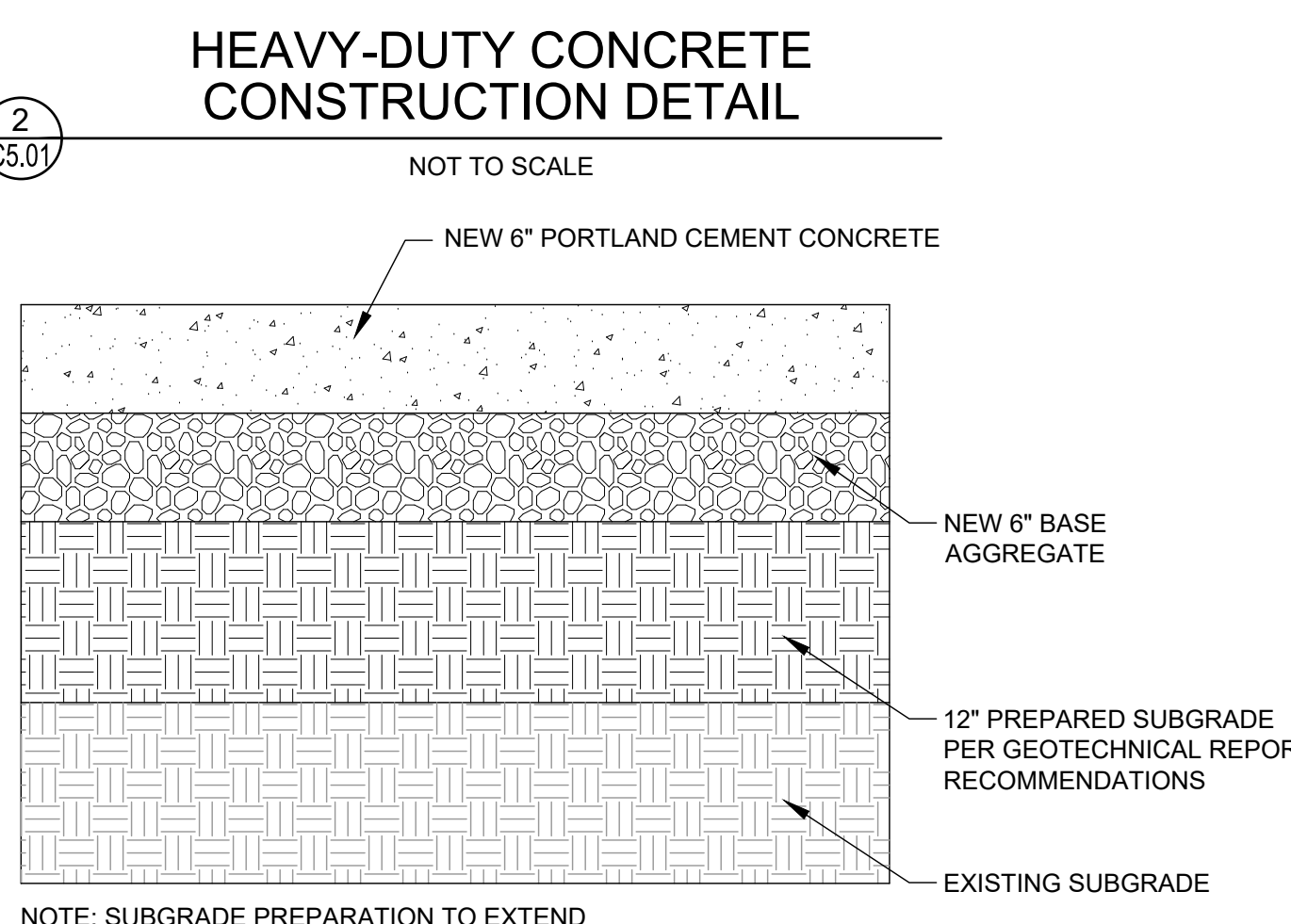
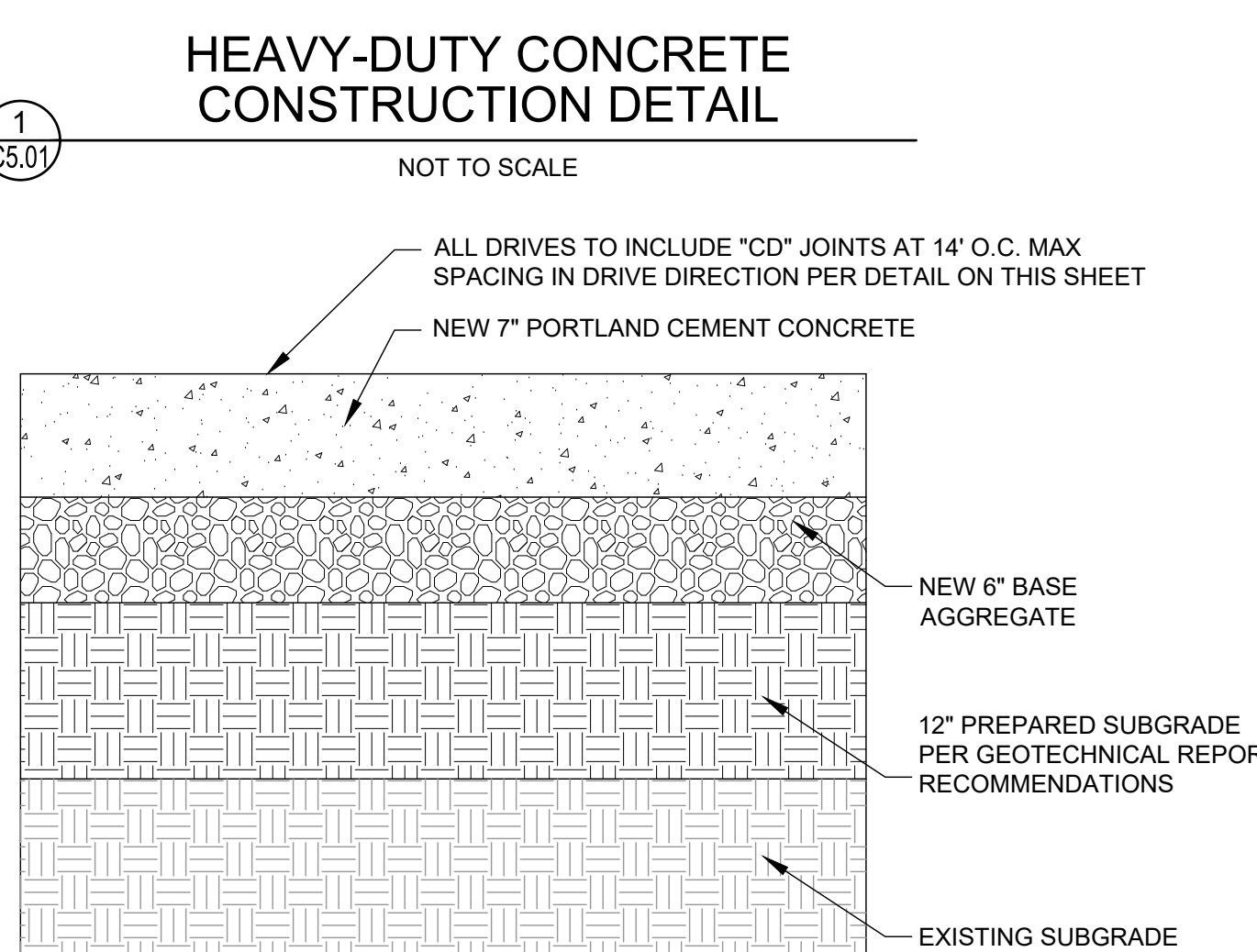
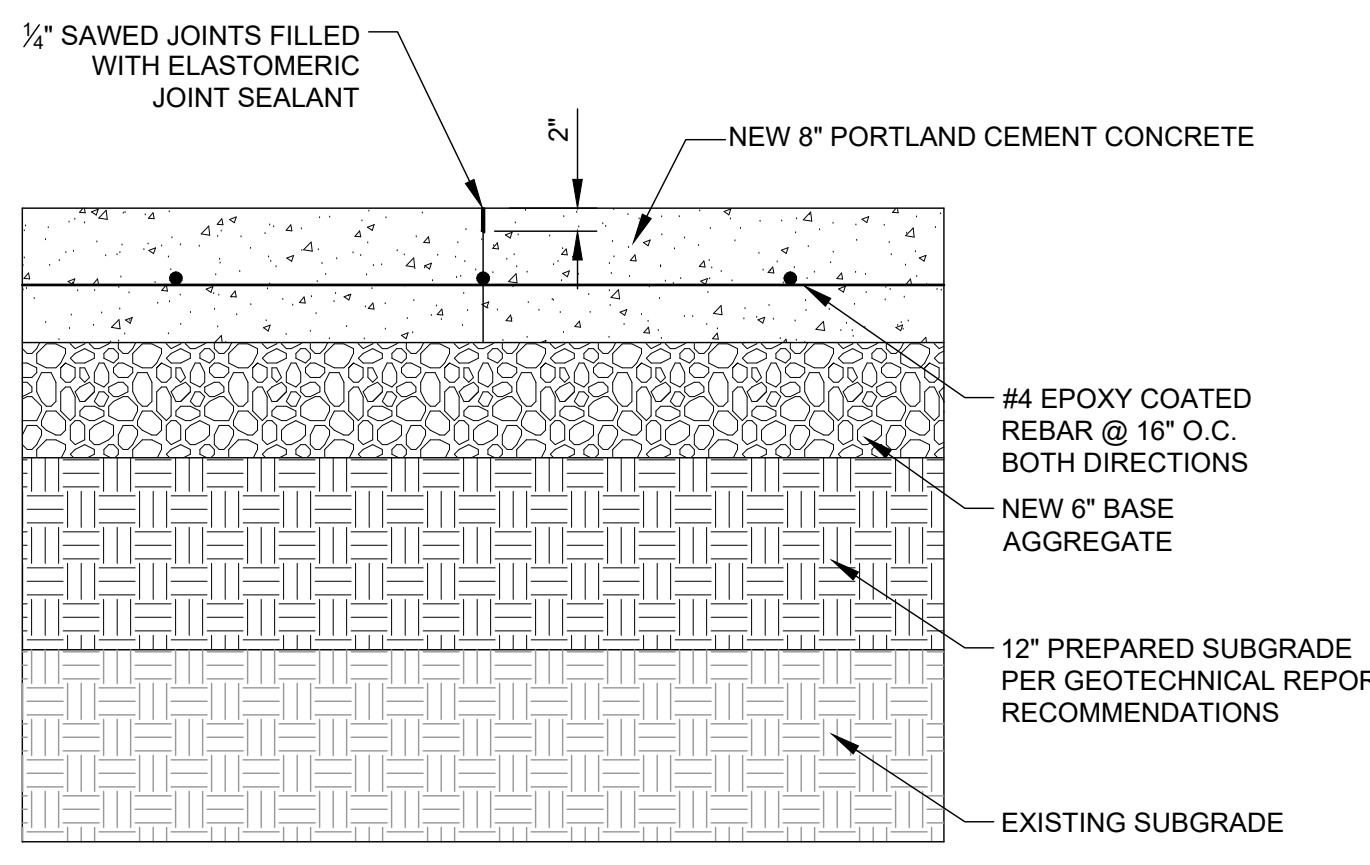
OWNER SIGN-OFF:
DATE: _____ NAME: _____

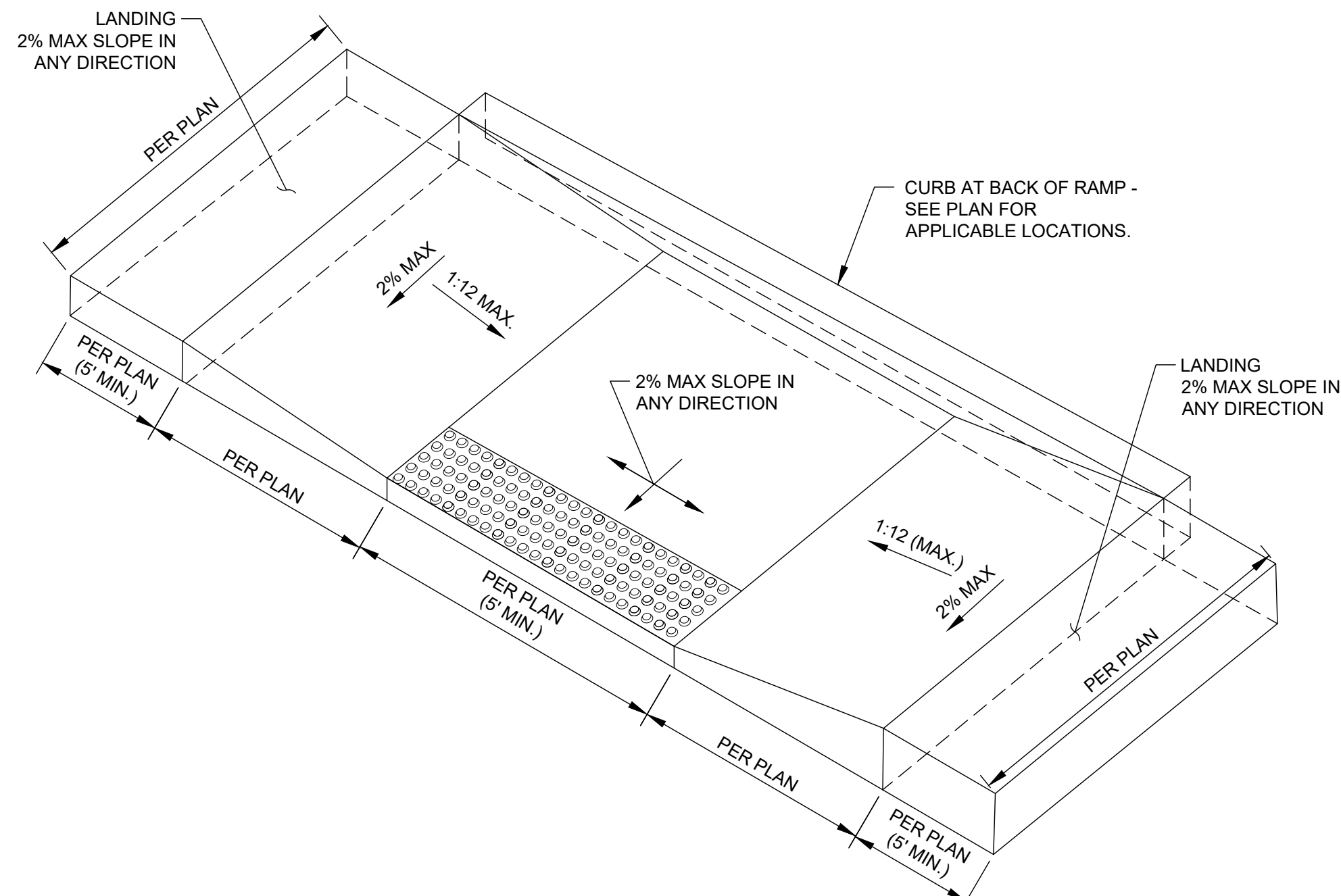
PROJECT NO:
23086

DATE:
11/11/2024
SHEET SET:
BID DOCUMENTS

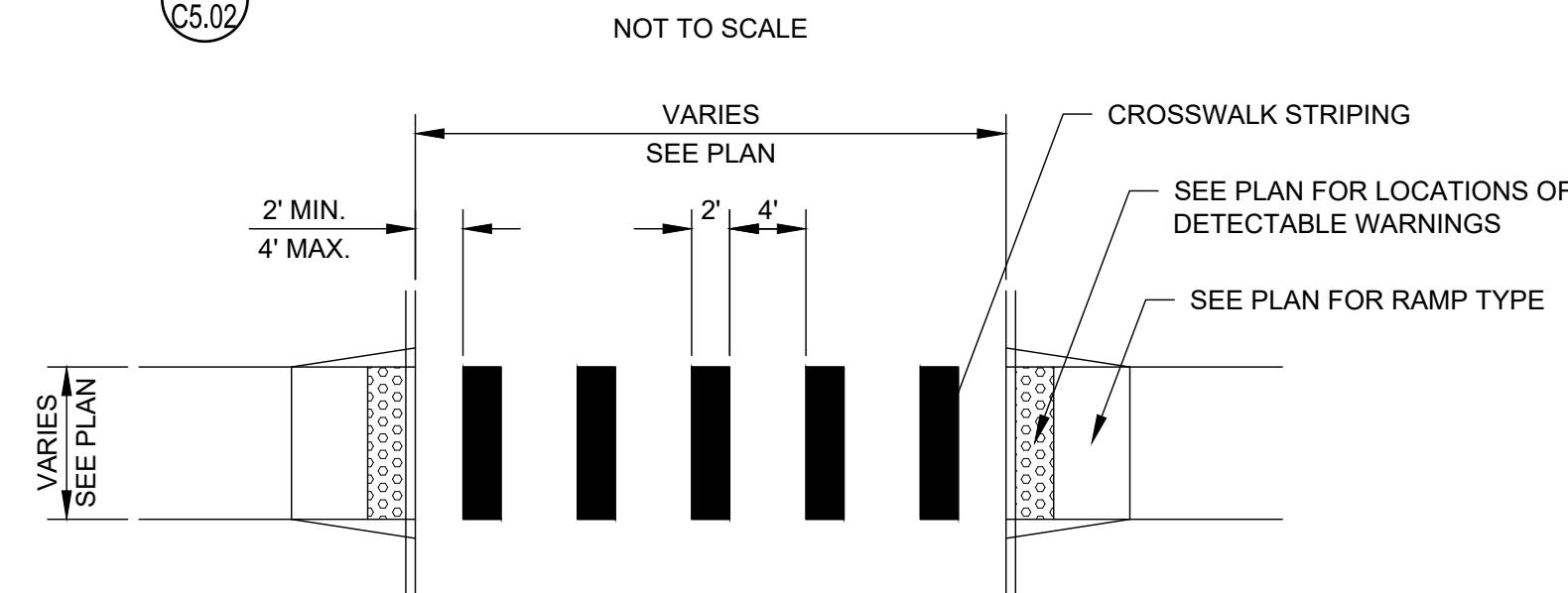
SHEET NAME:
CIVIL DETAILS

SHEET:
C5.01



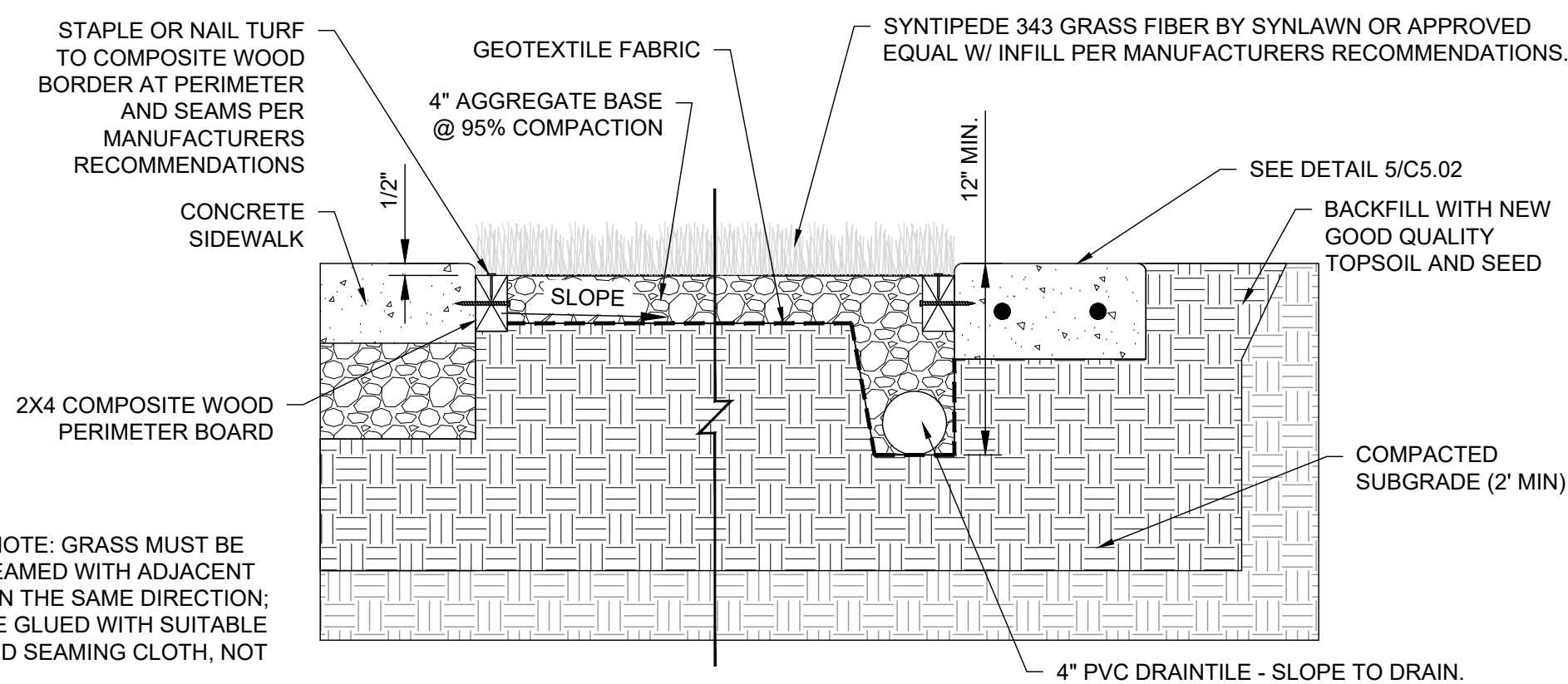


1
C5.02
PARALLEL CURB RAMP / LOADING ZONE RAMP DETAIL
NOT TO SCALE



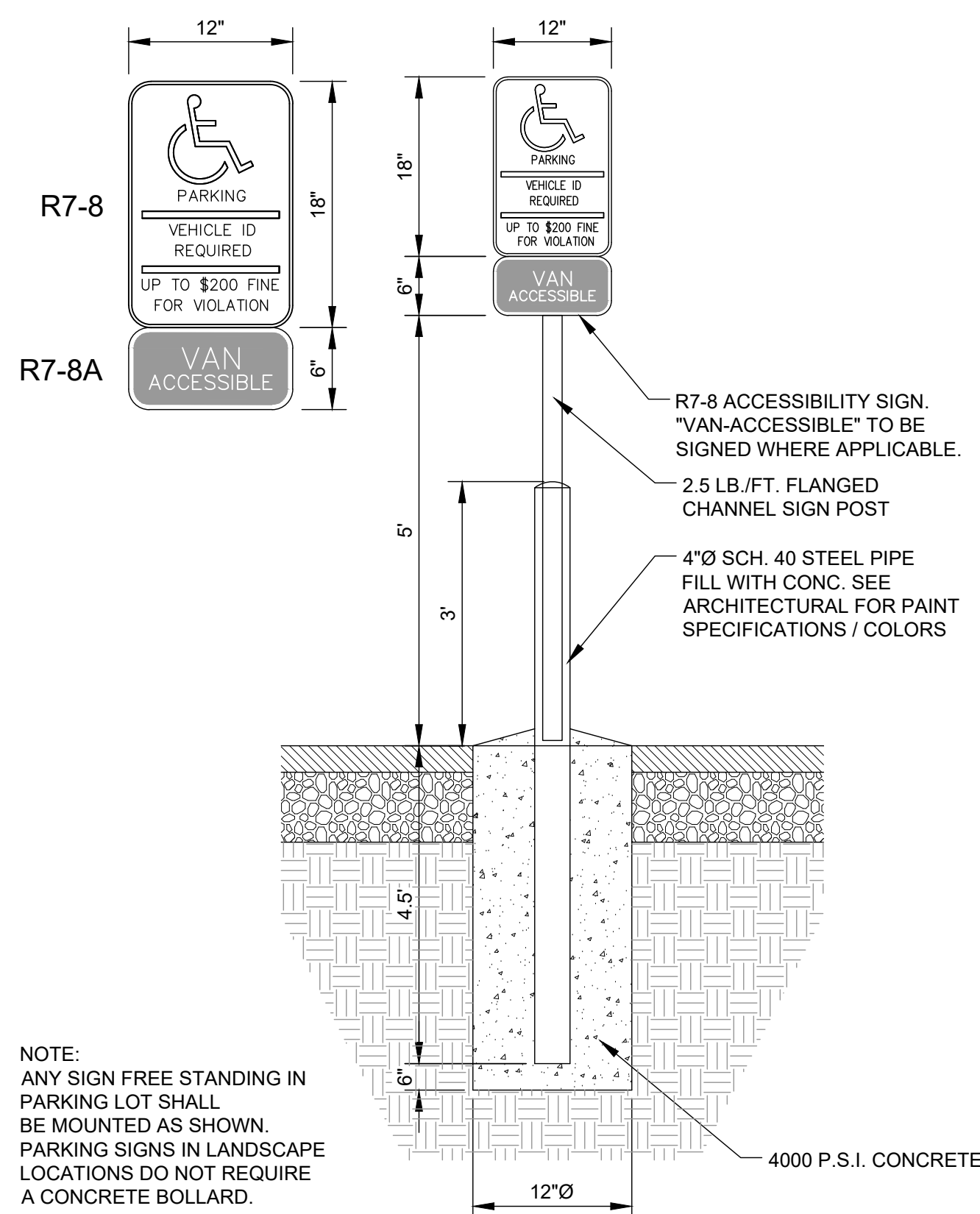
NOTE: QUANTITY OF STRIPES VARIES W/ DRIVE WIDTH. MAINTAIN 2' TO 4' BETWEEN FACE OF CURB AND EDGE OF NEAREST CROSSWALK STRIPE. CENTER CROSSWALK STRIPING IN DRIVE.

2
C5.02
CROSSWALK STRIPING DETAIL
NOT TO SCALE



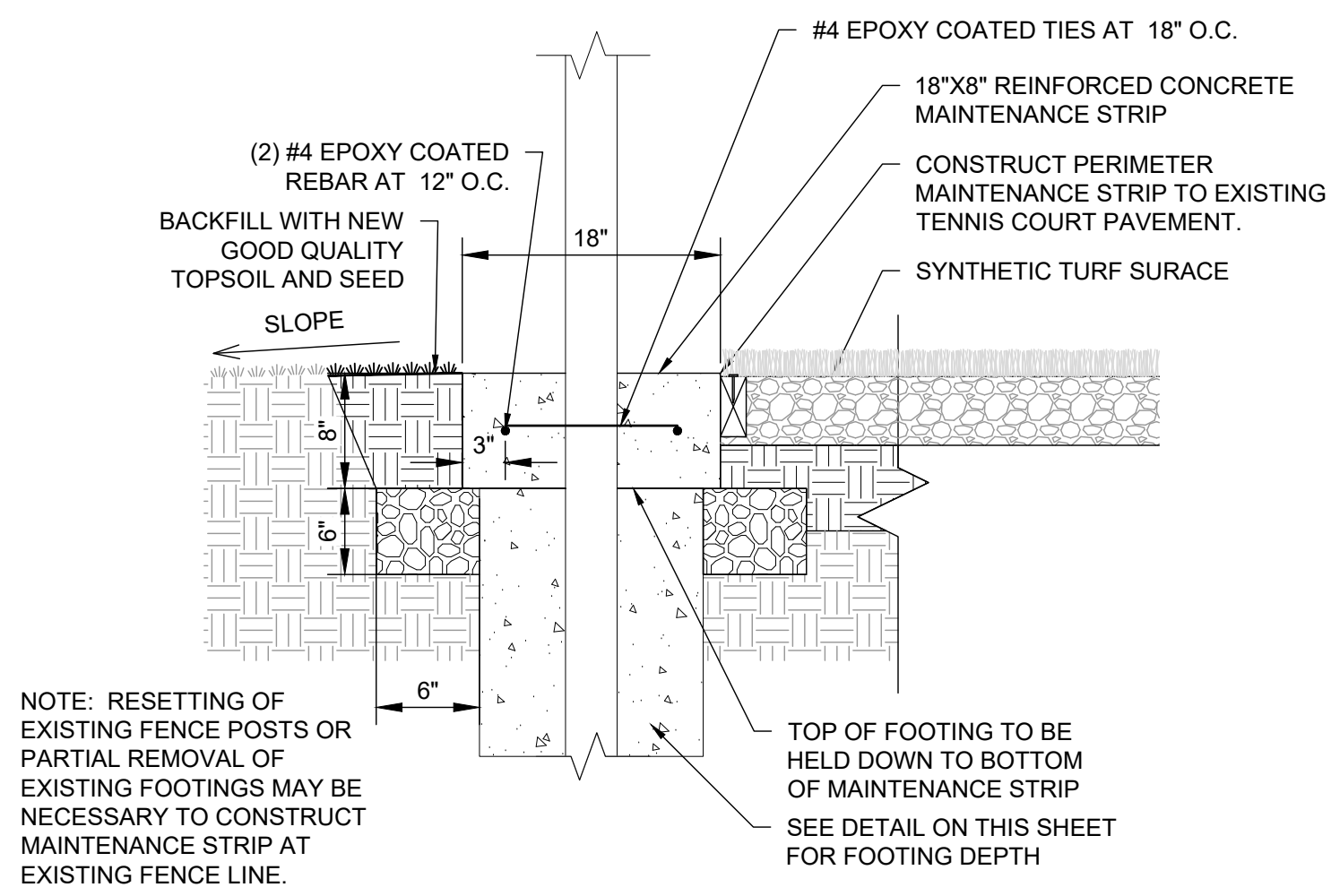
MANUFACTURER NOTE: GRASS MUST BE INSTALLED AND SEAMED WITH ADJACENT PIECES RUNNING IN THE SAME DIRECTION; SEAMS SHOULD BE GLUED WITH SUITABLE SEAMING GLUE AND SEAMING CLOTH, NOT ADHESIVE TAPE.

3
C5.02
SYNTHETIC TURF DETAIL
NOT TO SCALE



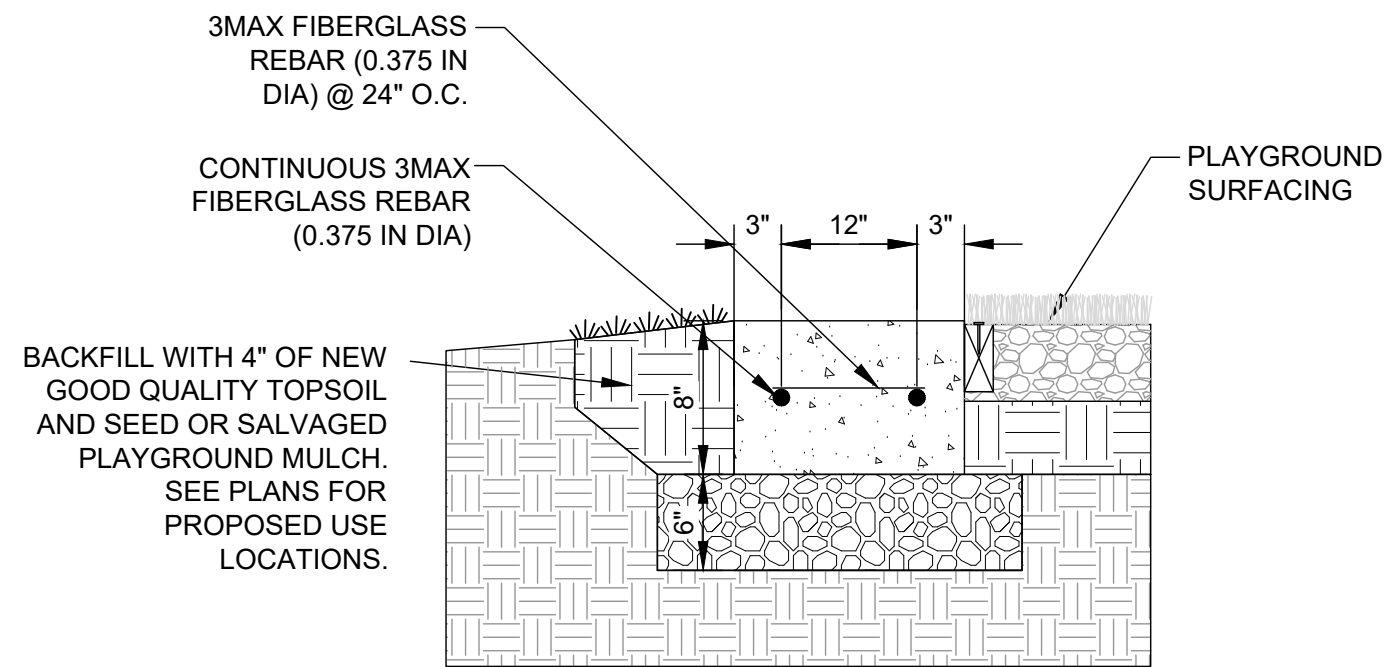
NOTE: ANY SIGN FREE STANDING IN PARKING LOT SHALL BE MOUNTED AS SHOWN. PARKING SIGNS IN LANDSCAPE LOCATIONS DO NOT REQUIRE A CONCRETE BOLLARD.

4
C9.02
ACCESSIBLE PARKING SIGN AND POST DETAIL
NOT TO SCALE



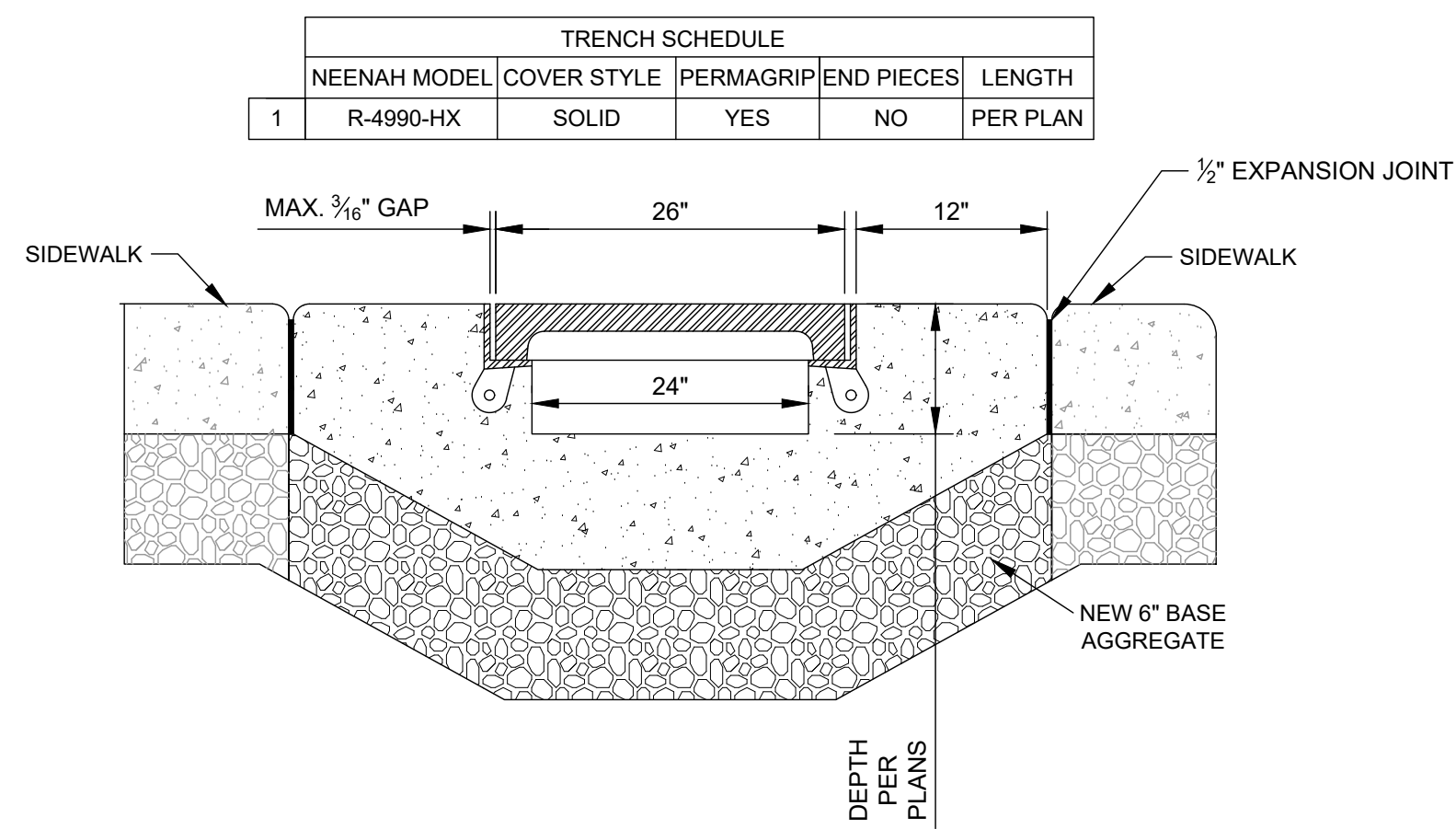
NOTE: RESETTING OF EXISTING FENCE POSTS OR PARTIAL REMOVAL OF EXISTING FOOTINGS MAY BE NECESSARY TO CONSTRUCT MAINTENANCE STRIP AT EXISTING FENCE LINE.

5
C5.02
MAINTENANCE STRIP AT FENCE POST
NOT TO SCALE

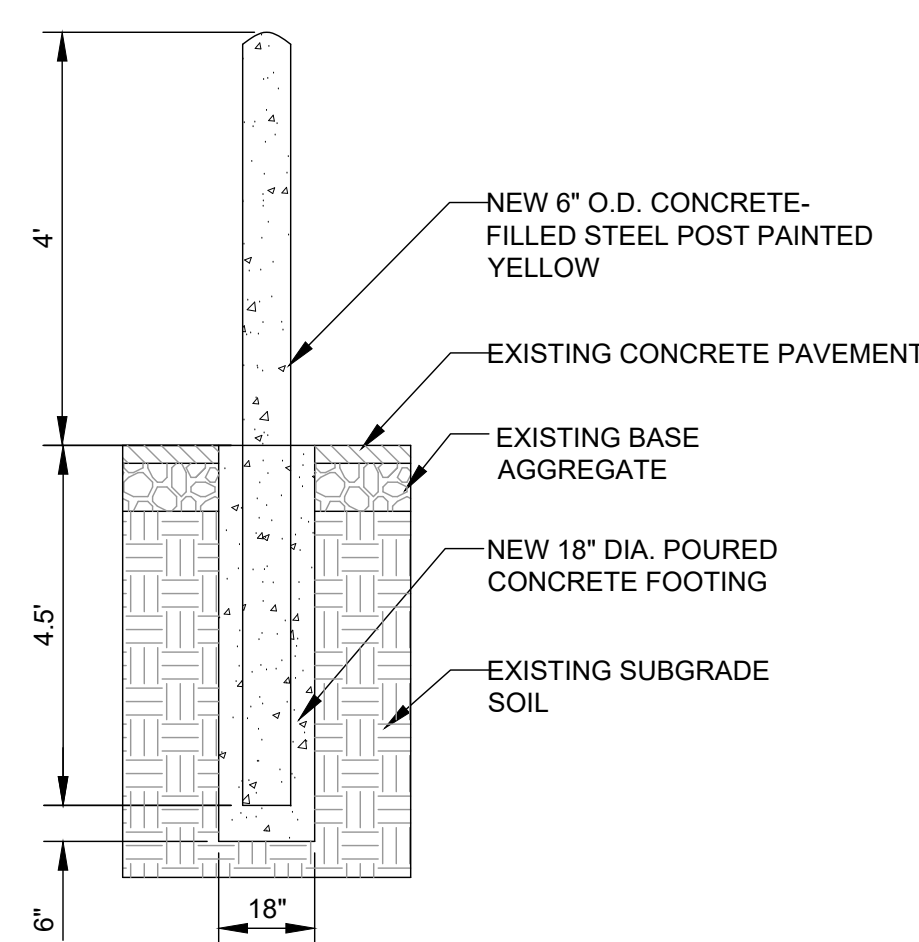


5
C5.02
PLAYGROUND SURFACING MAINTENANCE STRIP
NOT TO SCALE

5
C5.02
PLAYGROUND SURFACING MAINTENANCE STRIP DETAIL
NOT TO SCALE

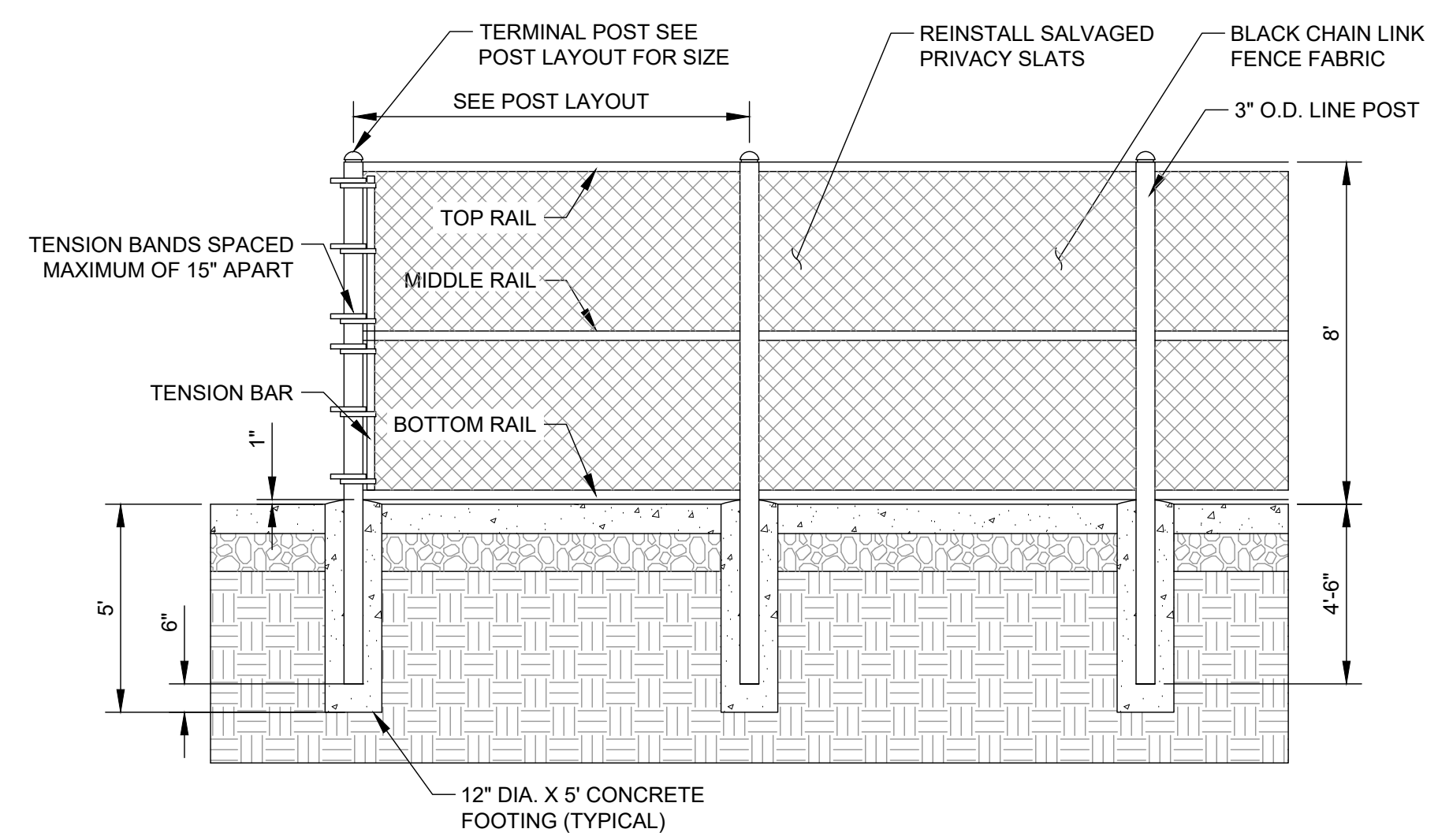


6
C5.02
TRENCH DRAIN DETAIL
NOT TO SCALE

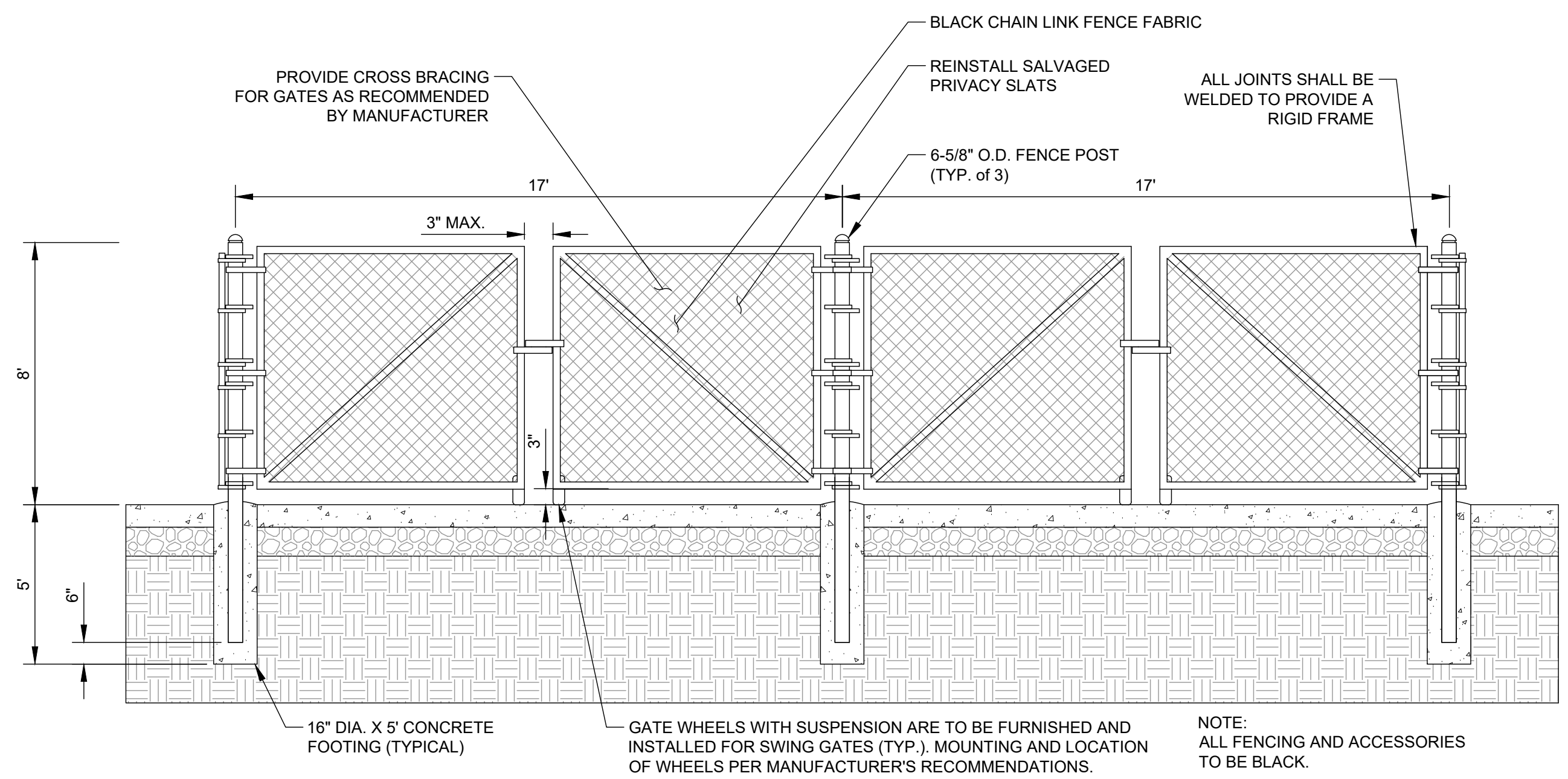
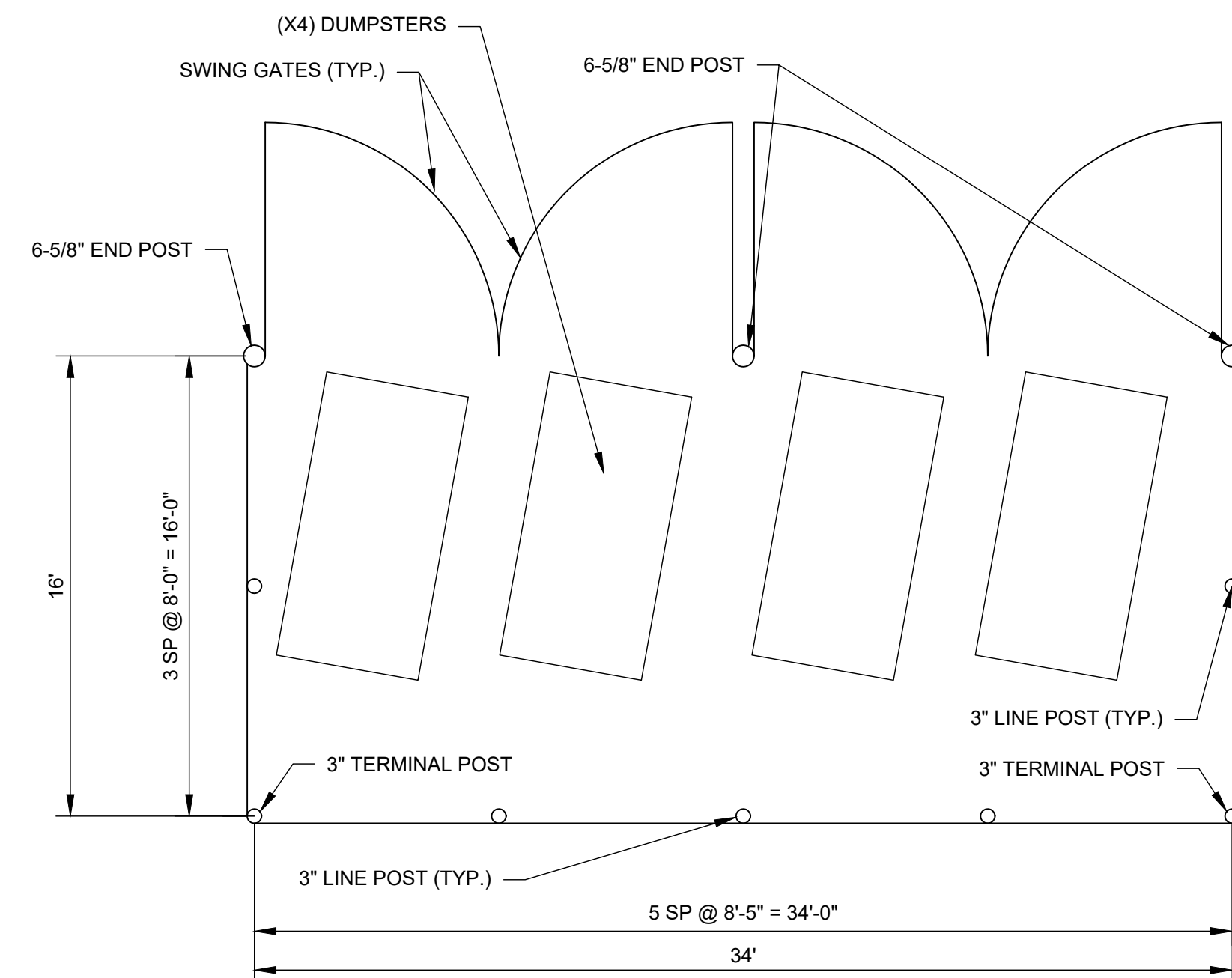


7
C5.02
BOLLARD DETAIL
NOT TO SCALE

ELEVATION



POST LAYOUT



8
C5.02
TRASH ENCLOSURE FENCE AND GATE DETAIL
NOT TO SCALE

REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

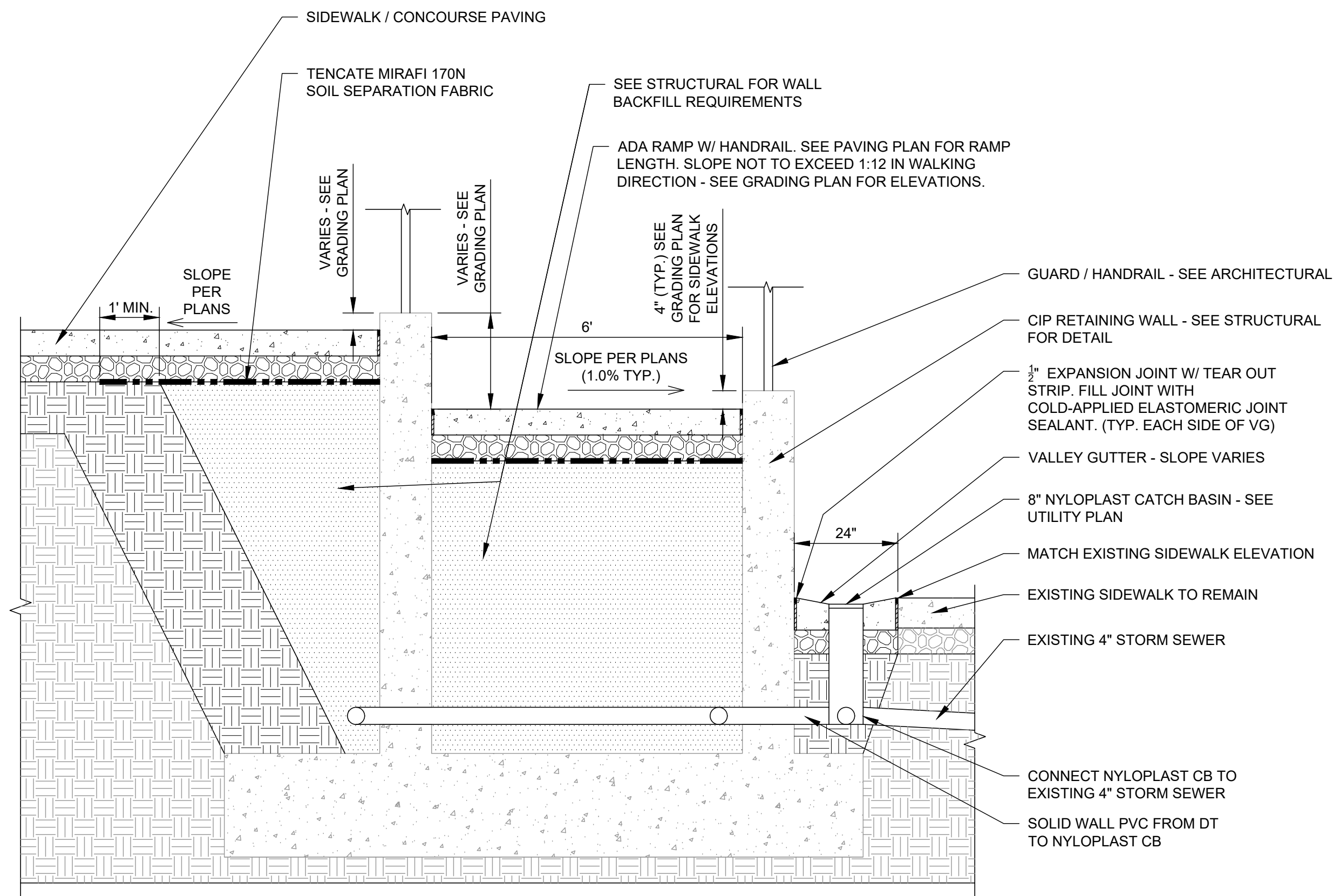
OWNER SIGN-OFF:
DATE _____ NAME _____

PROJECT NO:
23086

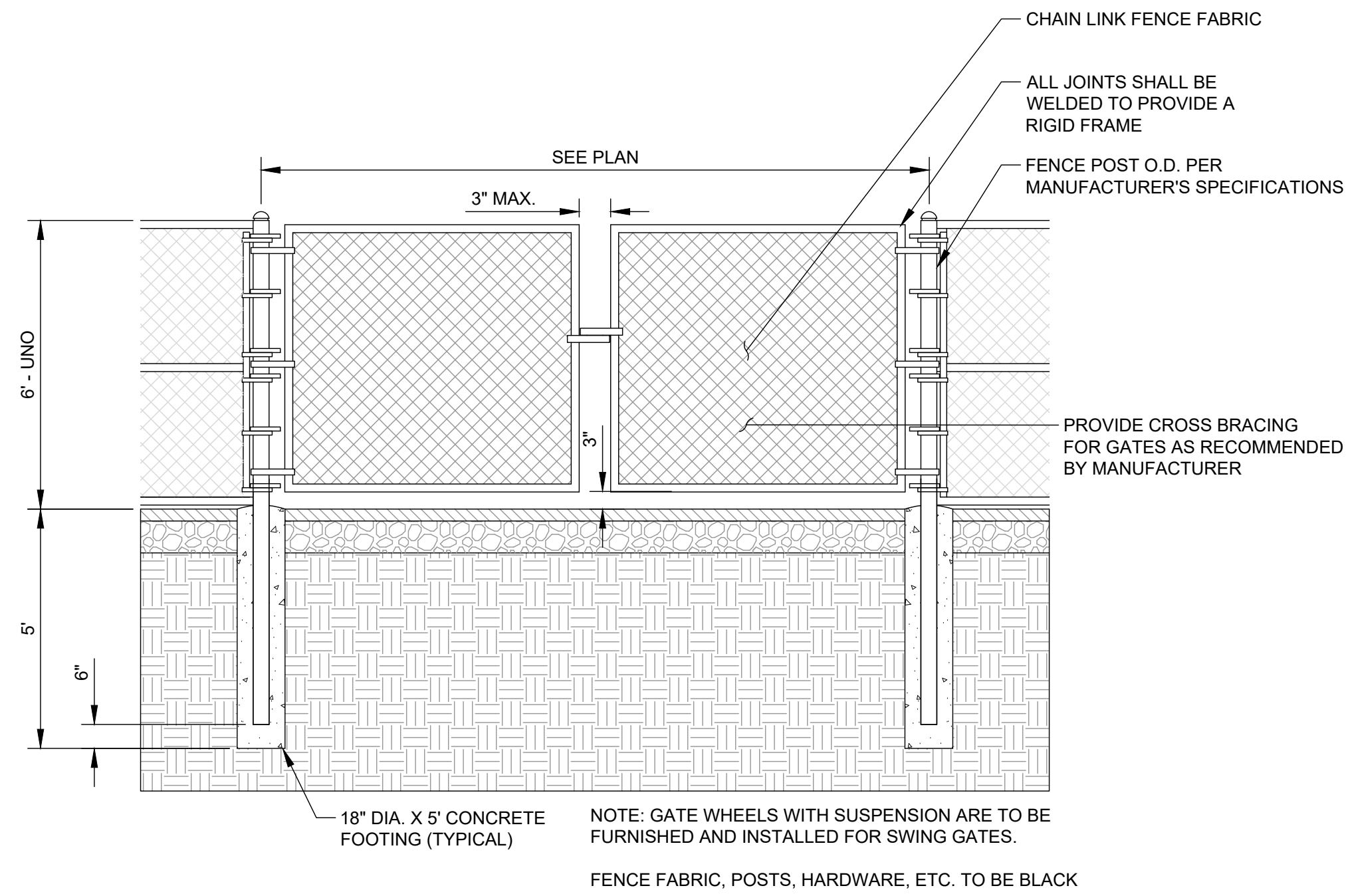
DATE:
11/11/2024

SHEET SET:
BID DOCUMENTS

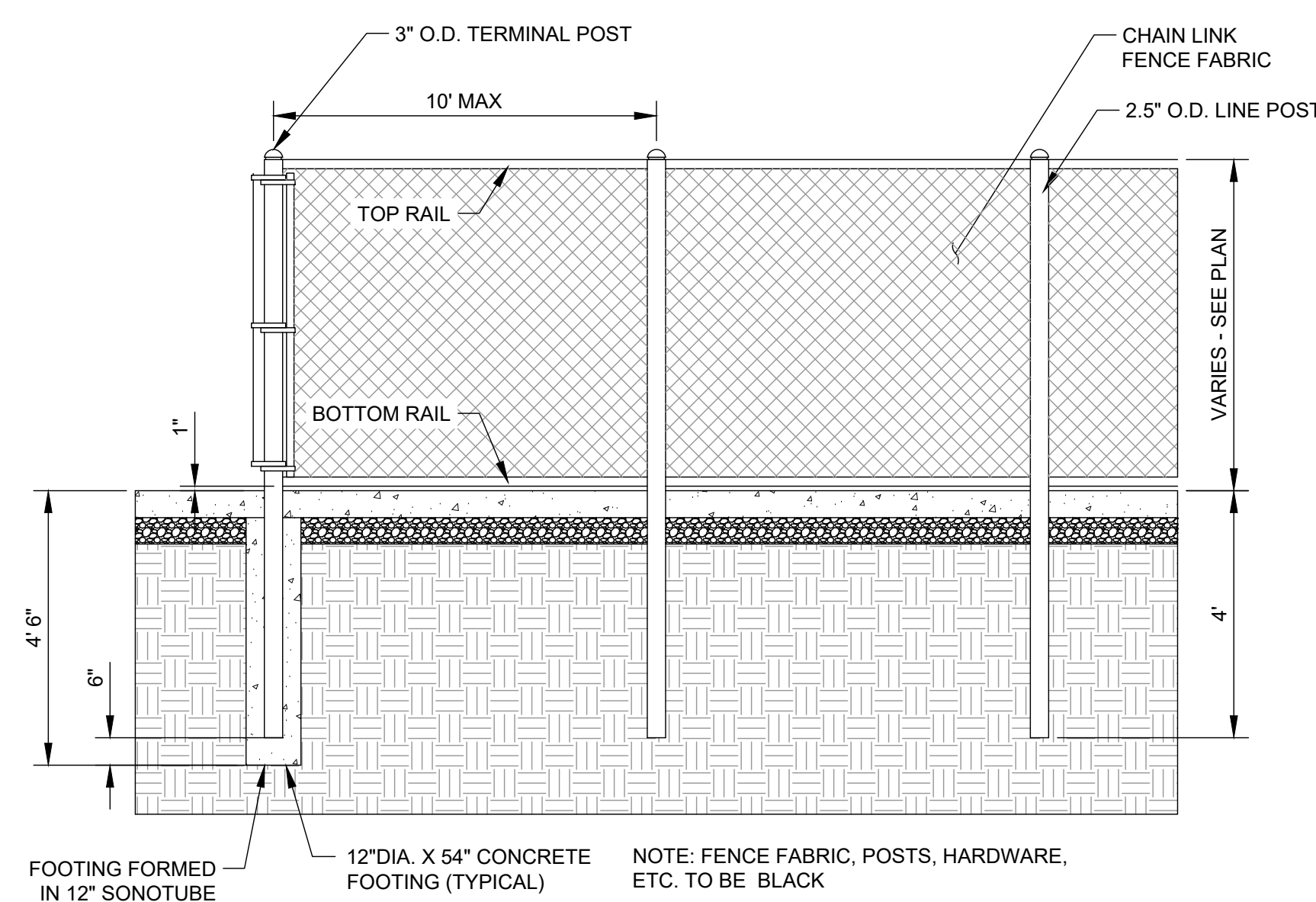
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CIVIL DETAILS



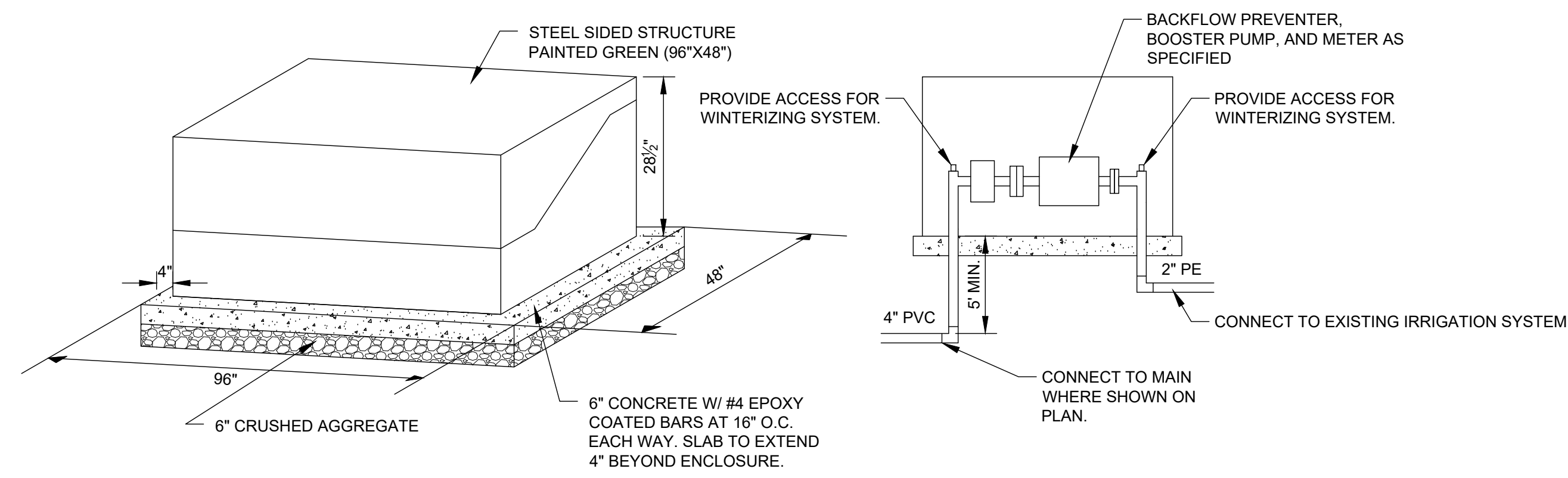
1
FOUNDATION DRAIN / SITE PAVING
AT CIP RETAINING WALL DETAIL
NOT TO SCALE



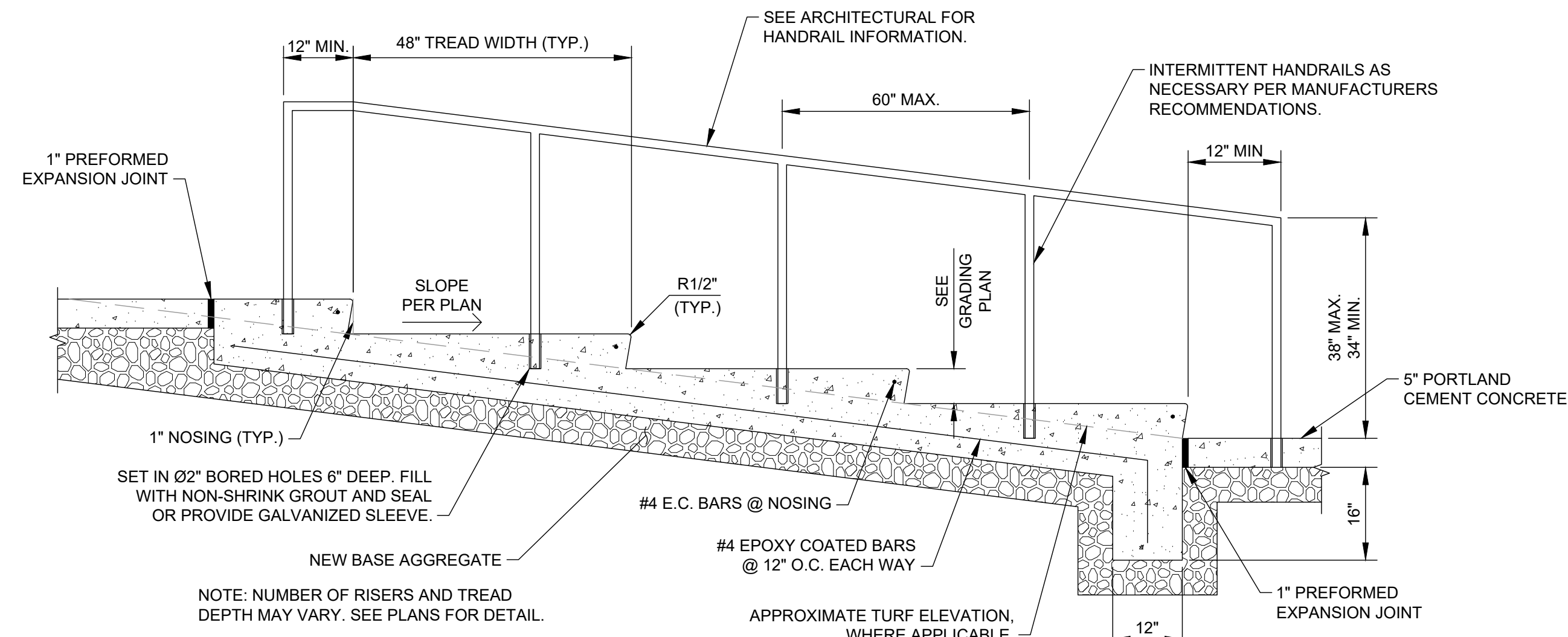
2
DOUBLE SWING GATE DETAIL
NOT TO SCALE



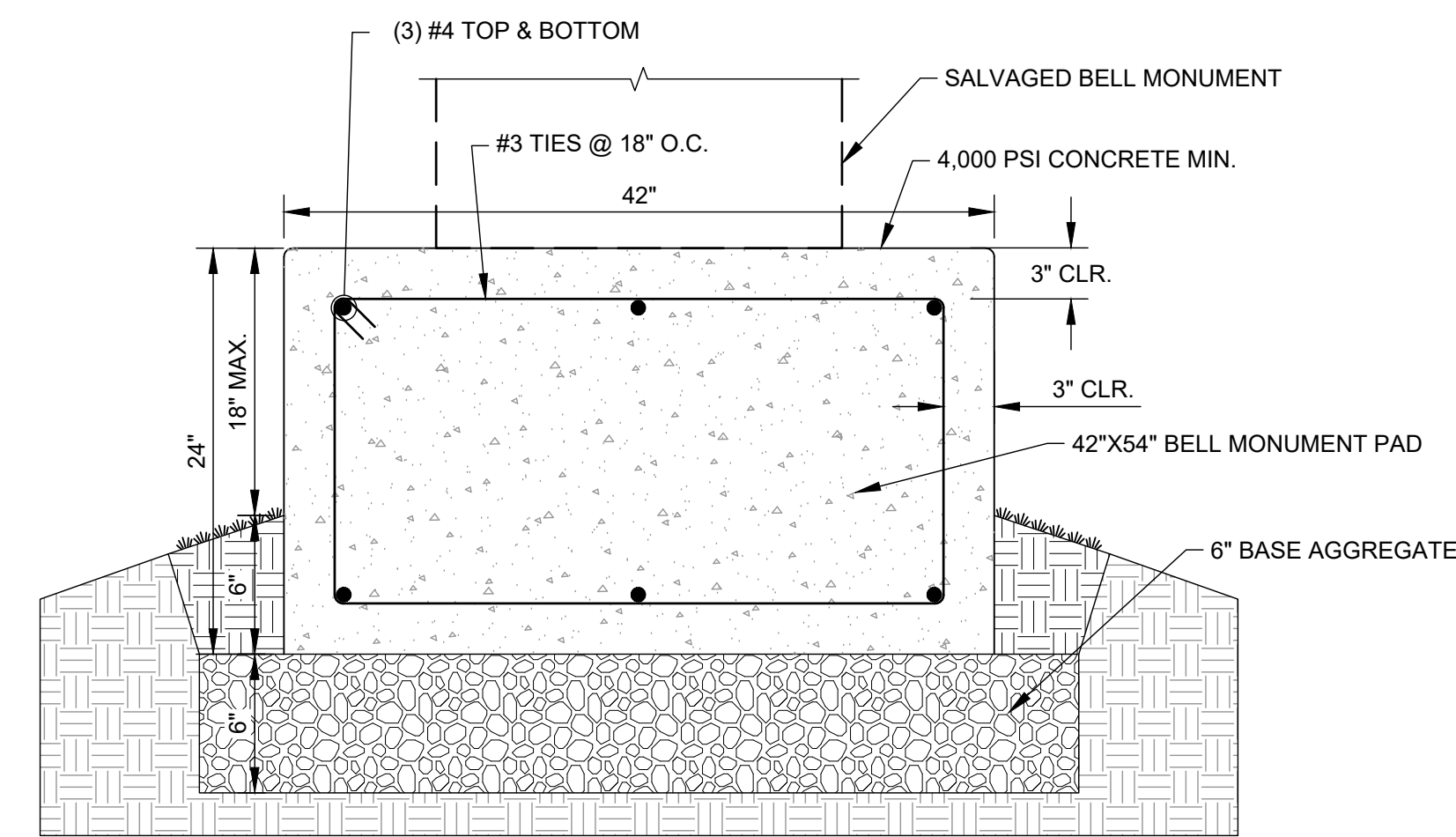
3
FENCE DETAIL
NOT TO SCALE



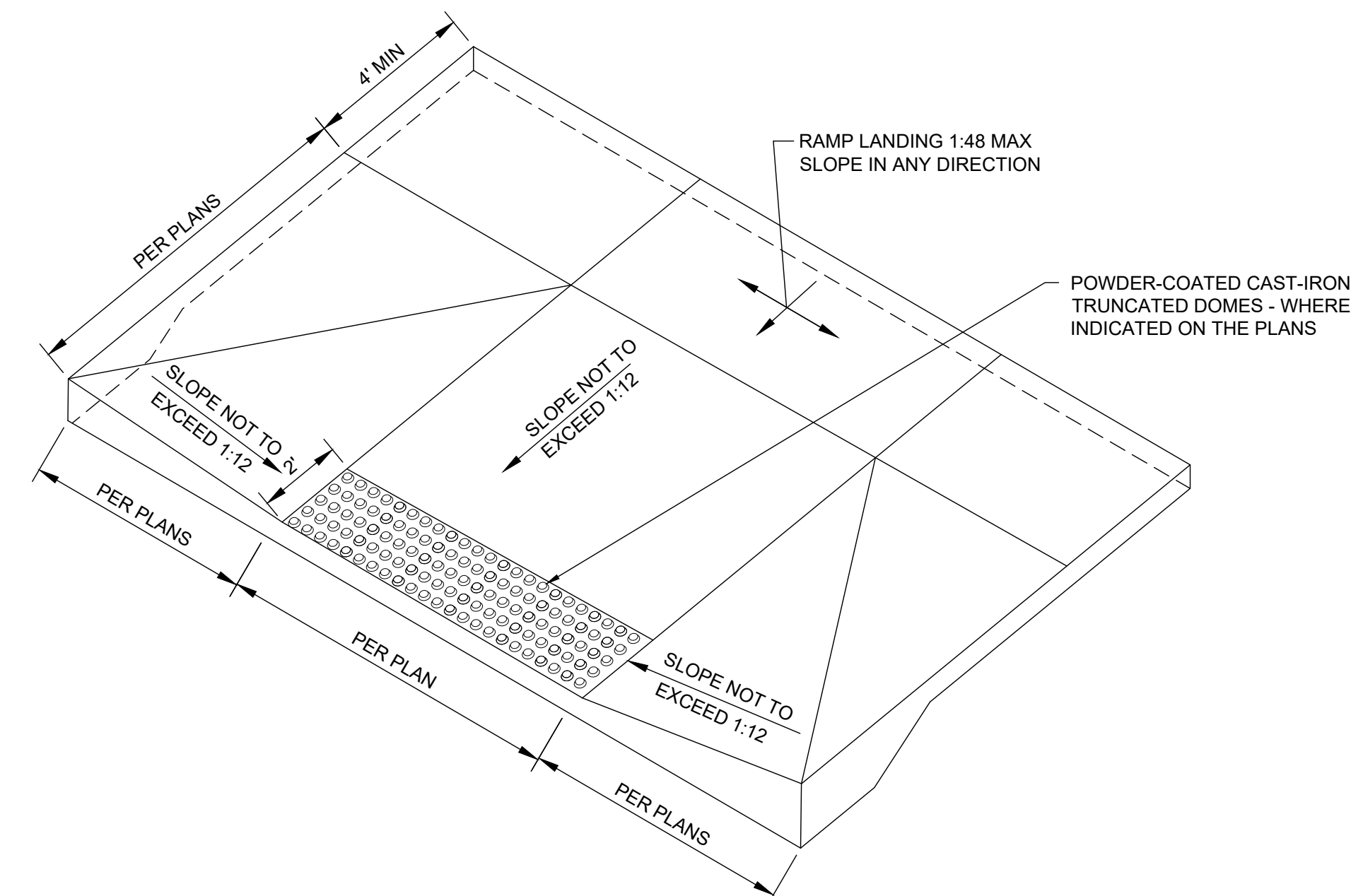
4
IRRIGATION ENCLOSURE
NOT TO SCALE



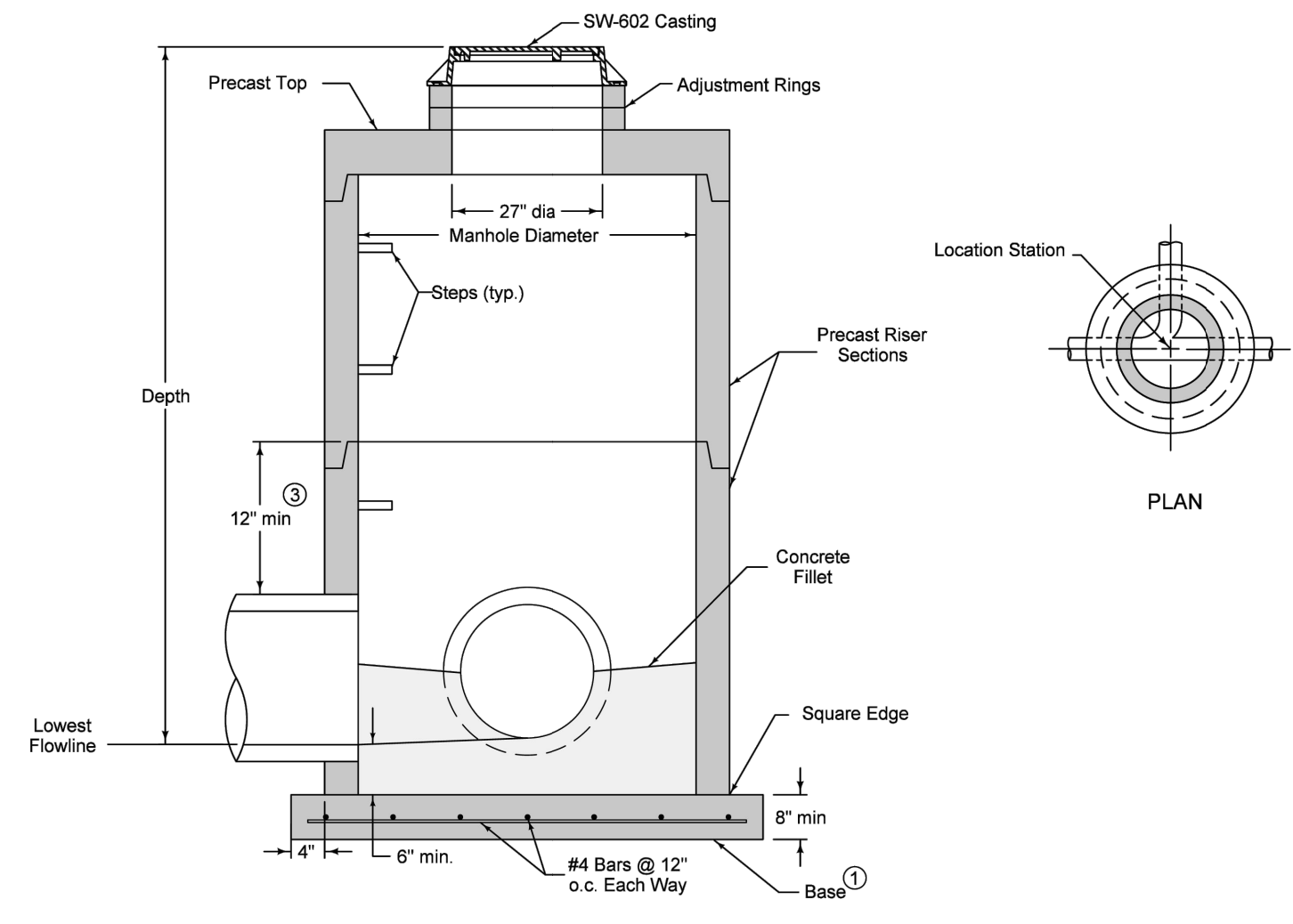
5
CONCRETE STAIR
SECTION DETAIL
NOT TO SCALE



6
BELL MONUMENT PAD DETAIL
NOT TO SCALE



7
PERPENDICULAR
CURB RAMP DETAIL
NOT TO SCALE



TYPICAL SECTION

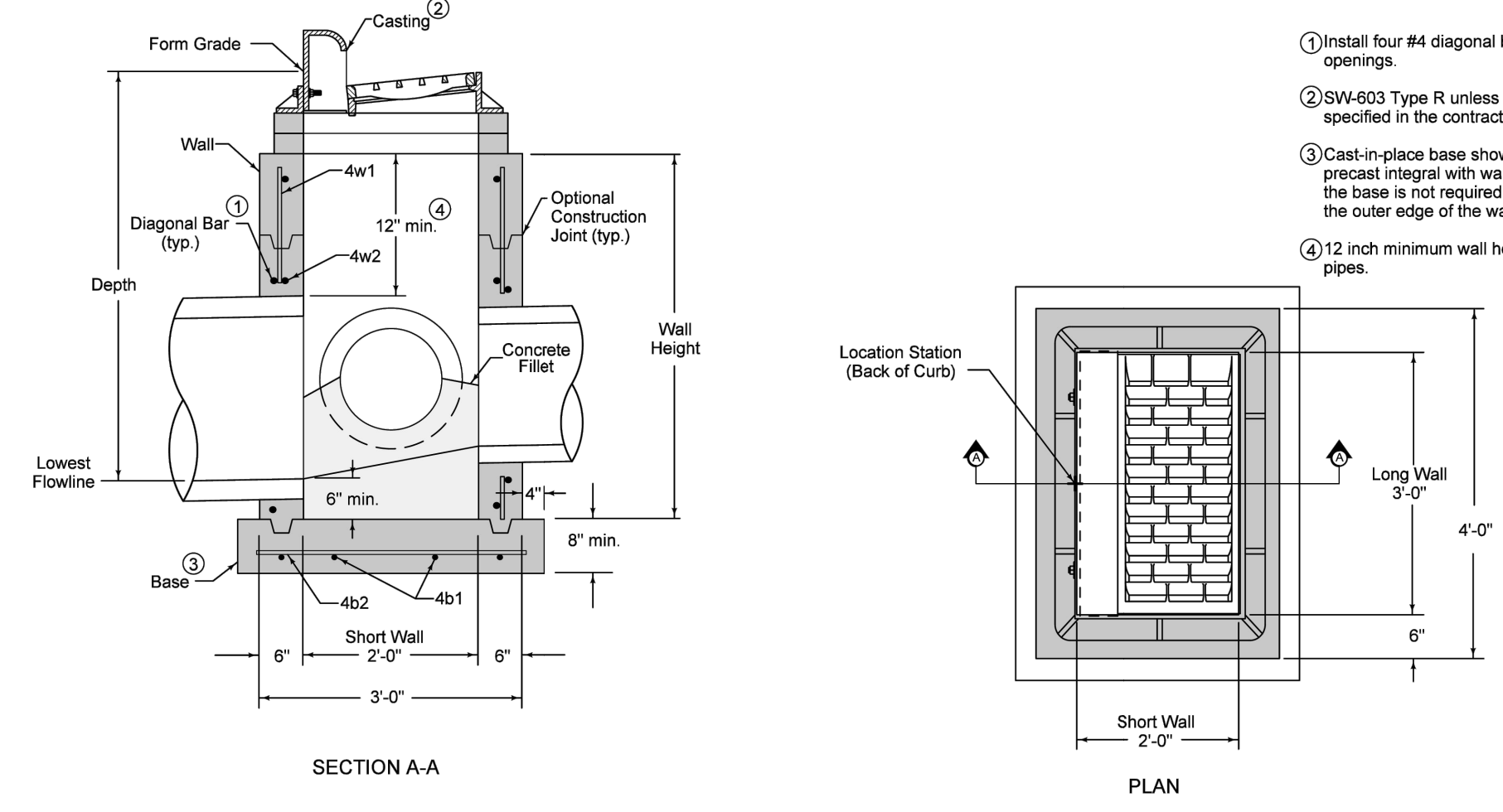
Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

- Cast-in-place base shown. If base is precast integral with bottom riser, the footprint of the base is not required to extend beyond the outer edge of the riser.
- For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 12 inch minimum riser height above all pipe openings.

NOTE: WATER TIGHT PIPE CONNECTIONS TO BE PROVIDED.

SW401 - CIRCULAR STORM SEWER MANHOLE DETAIL

NOT TO SCALE



- Install four #4 diagonal bars at all pipe openings.
- SW-603 Type R unless Type Q is specified in the contract documents.
- Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- 12 inch minimum wall height above all pipes.

REINFORCING BAR LIST

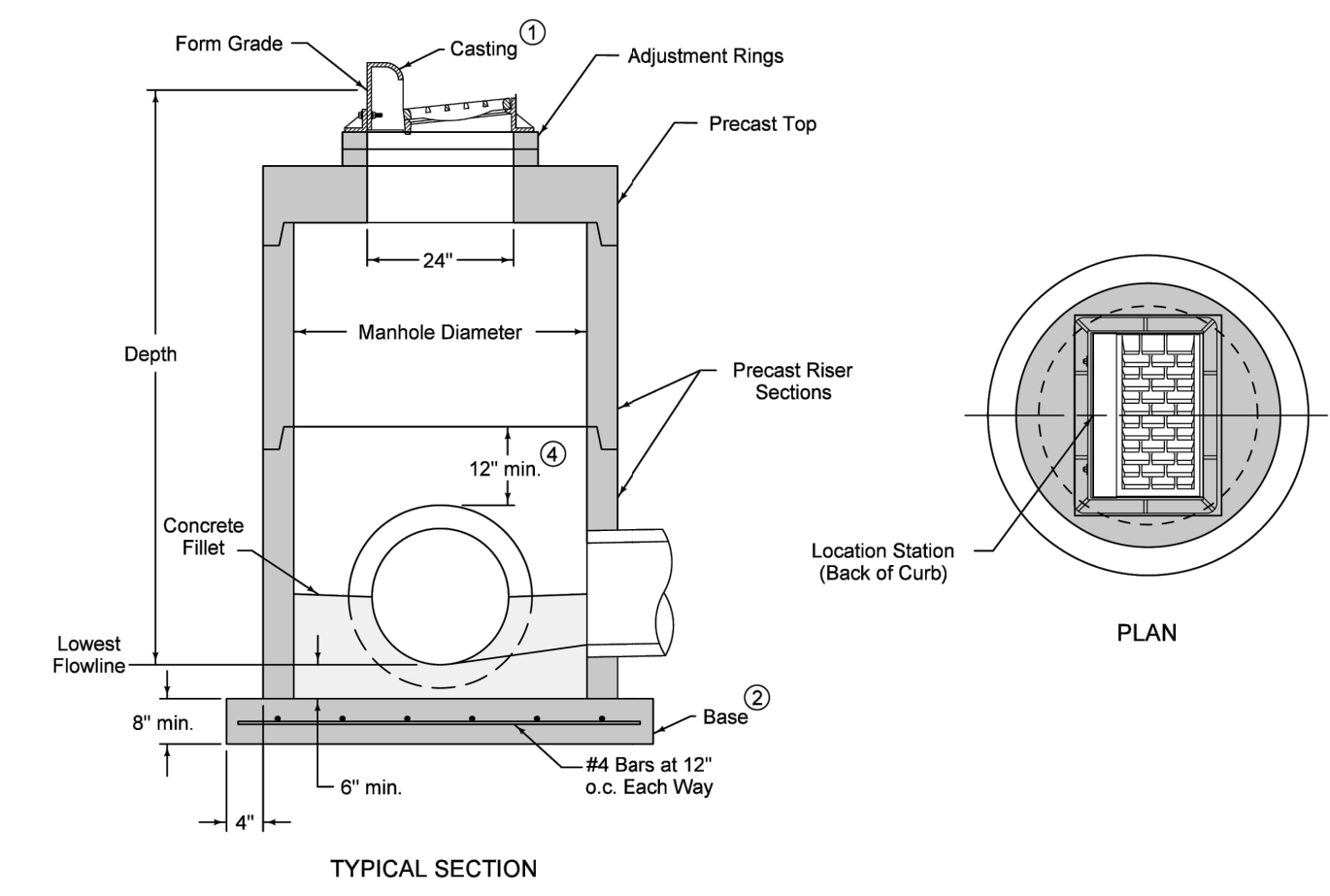
Mark	Size	Location	Shape	Count	Spacing
4w1	4	Walls	14	14	12"
4w2	4	Long Walls	Varies	Varies	12"
4w3	4	Short Walls	Varies	Varies	12"
4b1	4	Base	4	4	10"
4b2	4	Base	3-2"	5	10"

MAXIMUM PIPE DIAMETERS

Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	16"	18"
Long Wall	24"	30"

SW501 - RECTANGULAR STORM SEWER STRUCTURE DETAIL

NOT TO SCALE



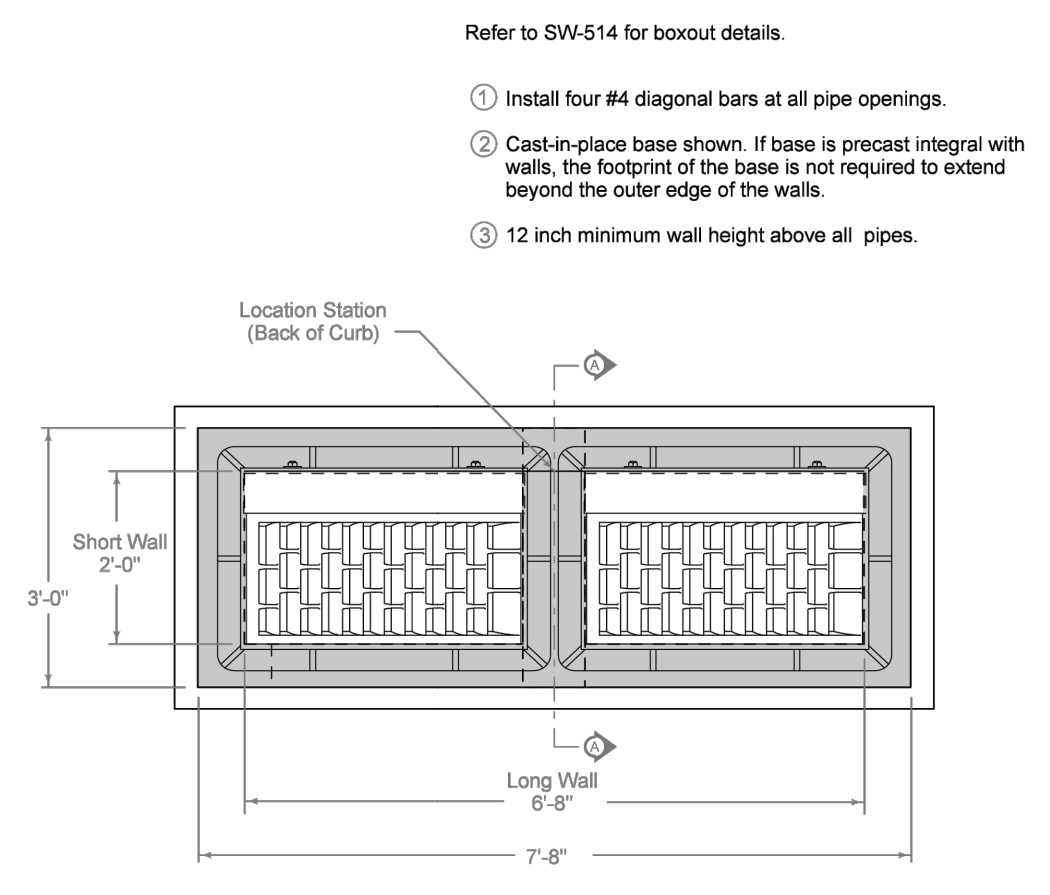
- SW-603 Type R unless Type Q is specified in the contract documents.
- Cast-in-place base shown. Base may be square. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 12 inch minimum riser height above all pipes.

Manhole Diameter (inches)

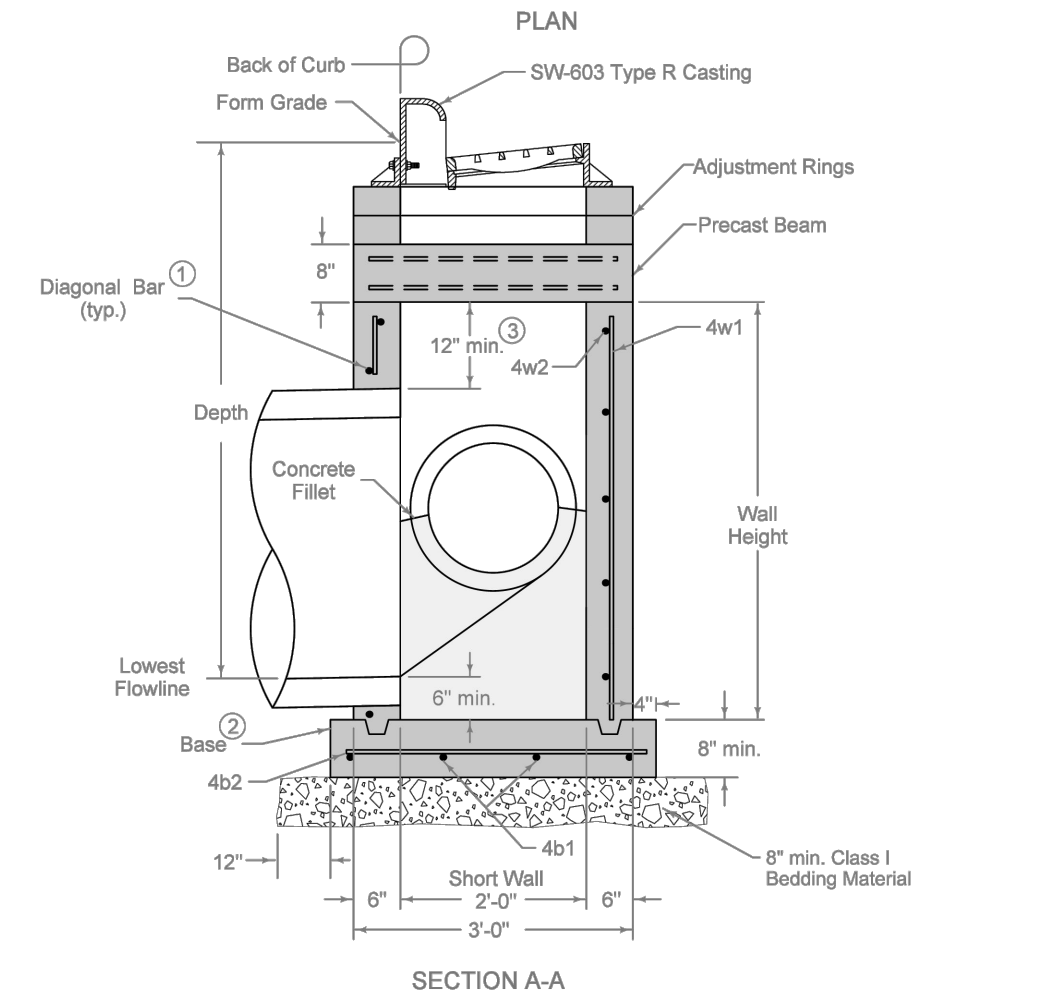
Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes at 180° Separation	Maximum Pipe Diameter (inches) for 2 Pipes at 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

SW502 - CIRCULAR STORM SEWER INTAKE DETAIL

NOT TO SCALE

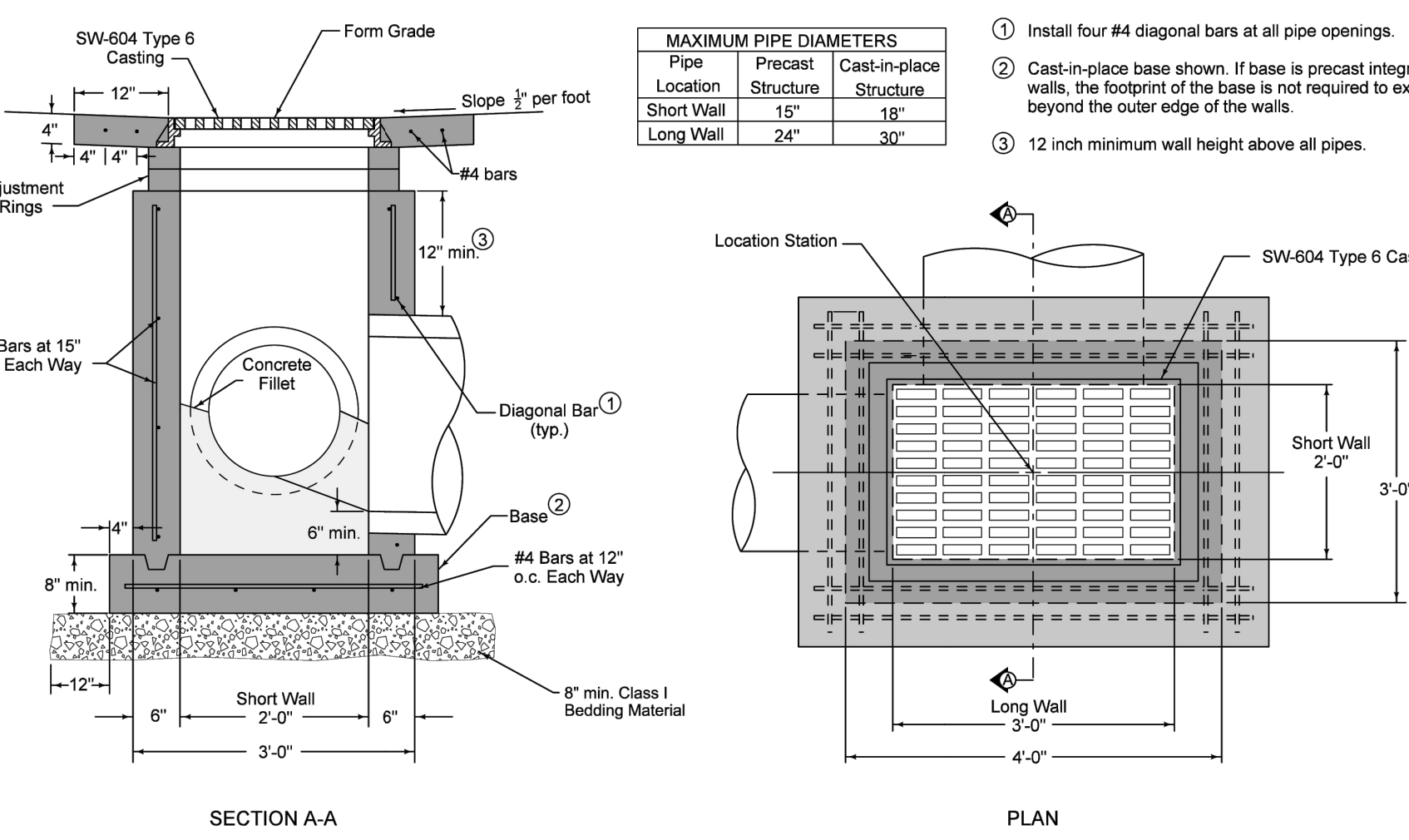


- Refer to SW-514 for boxout details.
- Install four #4 diagonal bars at all pipe openings.
- Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- 12 inch minimum wall height above all pipes.



SW505 - DOUBLE GRATE INTAKE DETAIL

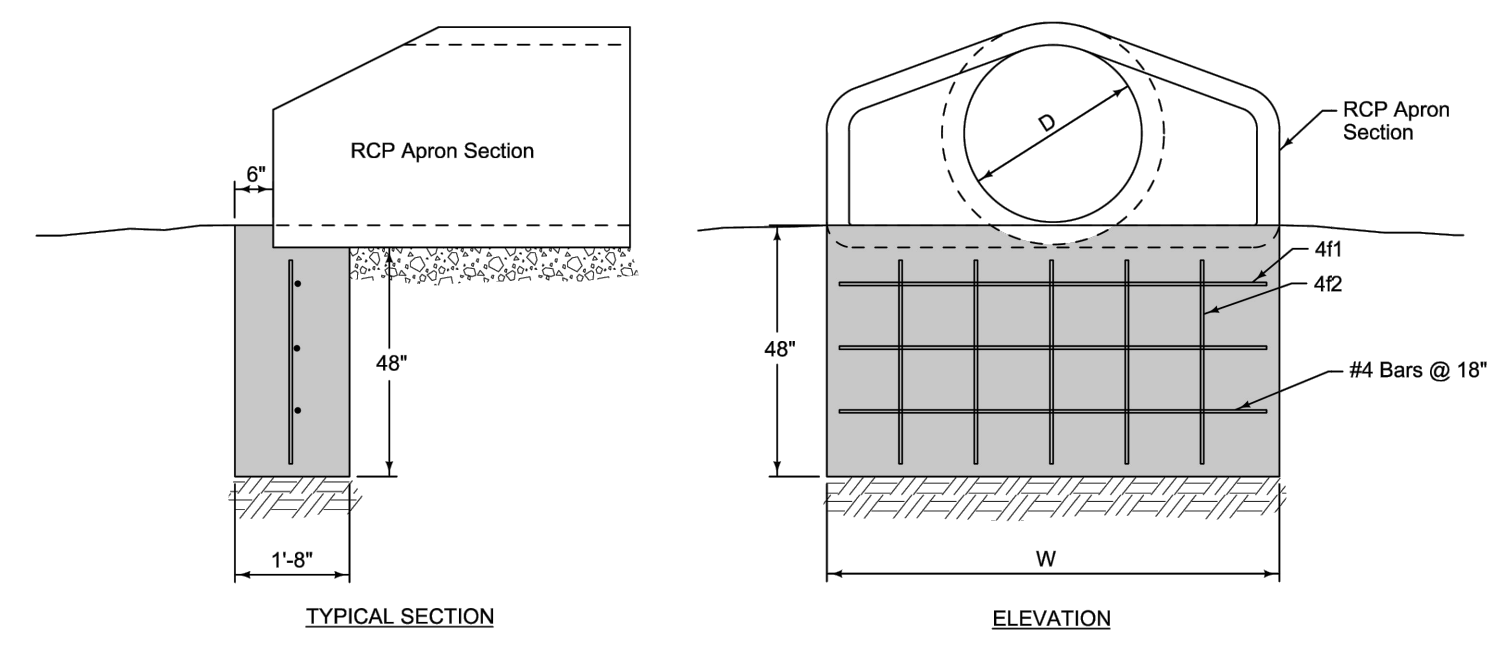
NOT TO SCALE



- Install four #4 diagonal bars at all pipe openings.
- Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- 12 inch minimum wall height above all pipes.

SW511 - RECTANGULAR AREA INTAKE DETAIL

NOT TO SCALE

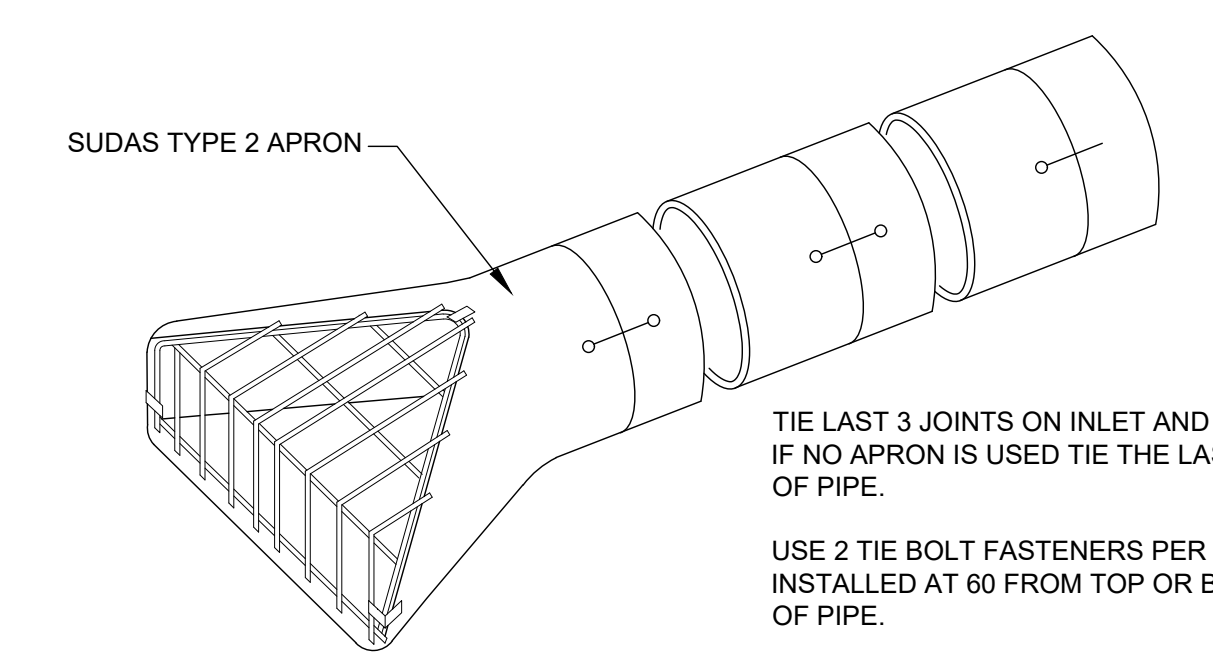


REINFORCING BAR LIST

D	W	Mark	Size	Length	Count	D	W	Mark	Size	Length	Count
12"	2'-4"	411	4	2'-0"	3	48"	7'-10"	411	4	7'-6"	3
		412	4	3'-9"	2			411	4	8'-11"	3
15"	2'-10 1/2"	411	4	2'-6 1/2"	3	54"	8'-5"	412	4	3'-8"	6
		412	4	3'-9"	2			411	4	8'-7"	3
18"	3'-5"	411	4	3'-1"	3	60"	8'-11"	412	4	3'-8"	6
		412	4	3'-8"	3			411	4	8'-7"	3
24"	4'-5"	411	4	4'-2"	3	66"	8'-11"	412	4	3'-8"	6
		412	4	3'-8"	3			411	4	3'-8"	6
30"	5'-7"	411	4	5'-3"	3	72"	10'-0"	411	4	9'-8"	3
		412	4	3'-8"	4			412	4	3'-8"	7
36"	6'-8"	411	4	6'-4"	3	78"	10'-7"	411	4	10'-1"	3
		412	4	3'-8"	5			412	4	3'-8"	7
42"	7'-3"	411	4	6'-11"	3	84"	11'-1"	411	4	10'-0"	3
		412	4	3'-8"	5			412	4	3'-8"	8

RCP FLARED END SECTION FOOTING DETAIL

NOT TO SCALE



TIE LAST 3 JOINTS ON INLET AND OUTLET. IF NO APRON IS USED TIE THE LAST 3 SECTIONS OF PIPE.

USE 2 TIE BOLT FASTENERS PER JOINT INSTALLED AT 60 FROM TOP OR BOTTOM OF PIPE.

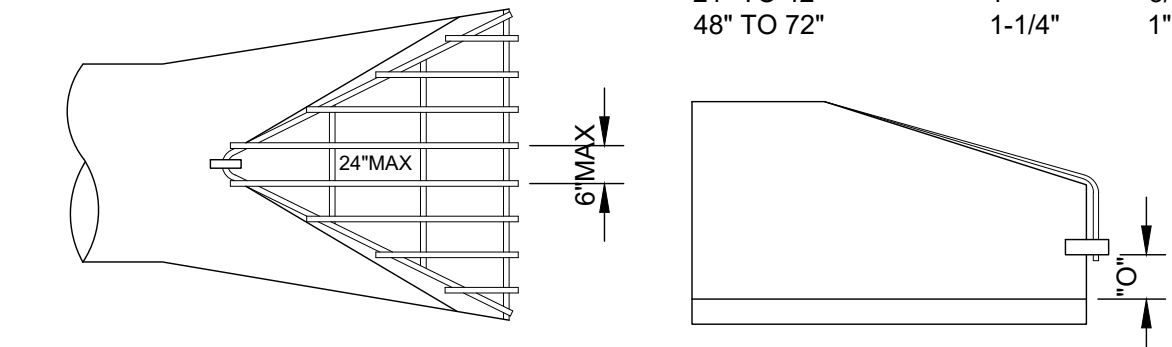
USE 5/8" TIE FOR PIPE SIZES 12" TO 27". USE 3/4" TIE FOR PIPE SIZES 30" TO 66". USE 1" TIE FOR PIPE SIZES OVER 72".

NUTS AND WASHERS ARE NOT REQUIRED ON PIPE SIZE LESS THAN 21".

TRASH GUARDS WILL BE REQUIRED ON 18" OR LARGER PIPE.

SIZE OF PIPE

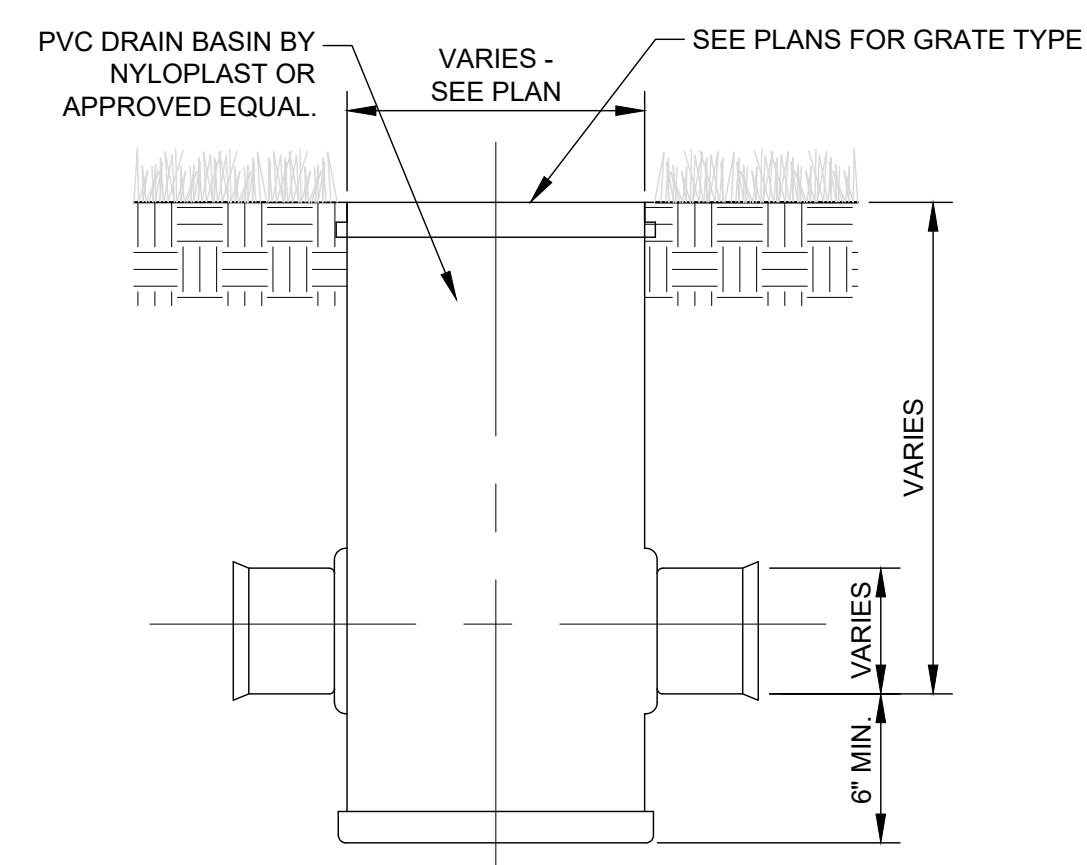
SIZE OF PIPE	BARS	BOLTS	"O"
12" TO 18"	3/4"	5/8"	4"
21" TO 42"	1"	3/4"	6"
48" TO 72"	1-1/4"	1"	12"



PROVIDE 3 CLIPS TO FASTEN TRASH GUARD TO F.E.S. HOT DIP GALVANIZE AFTER FABRICATION.

FLARED END SECTION DETAIL

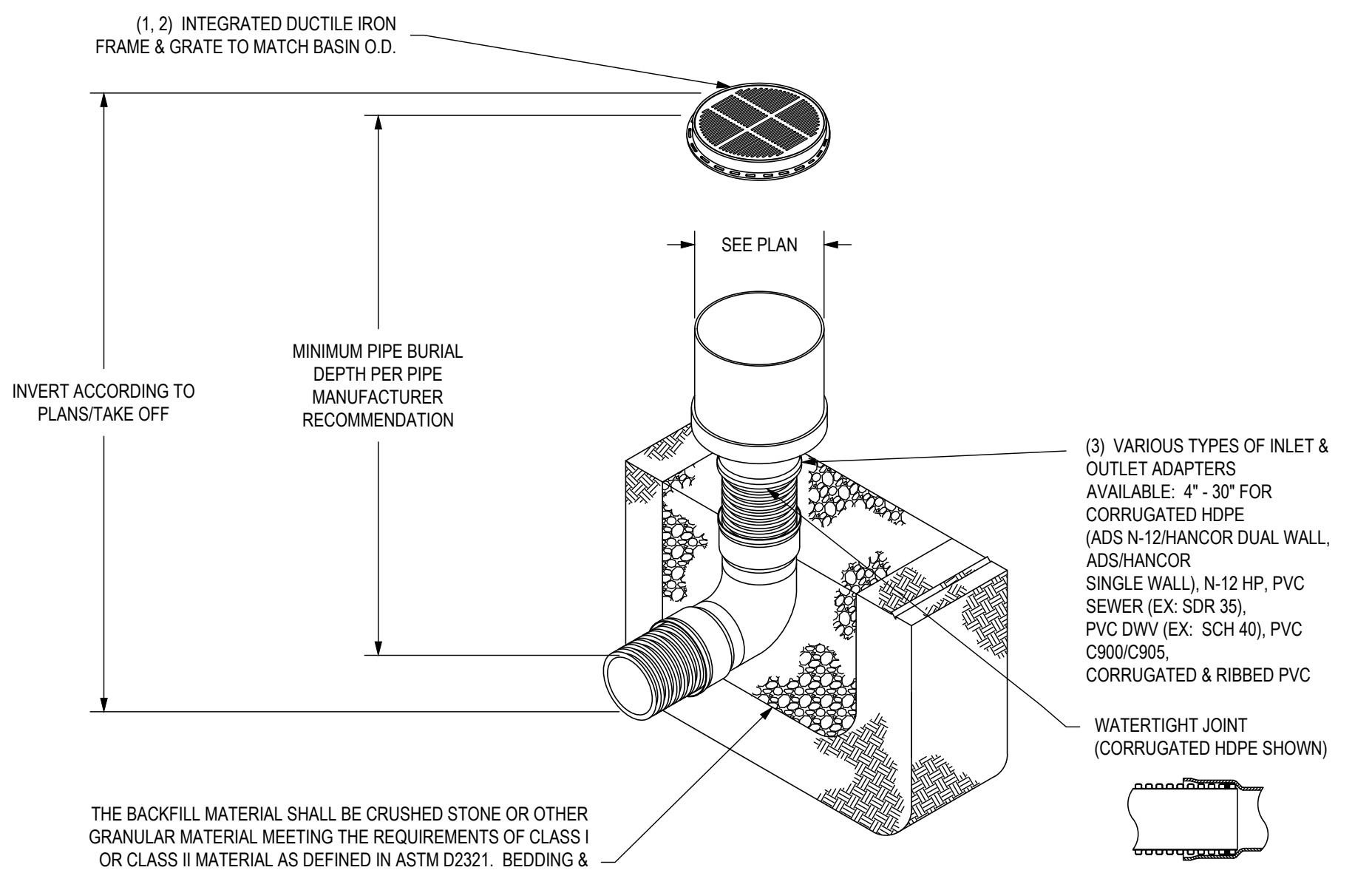
NOT TO SCALE



NOTE: WHERE APPLICABLE, MANHOLES ARE TO HAVE A STANDARD 24" H-20 SOLID LID

DRAIN BASIN DETAIL

NOT TO SCALE



THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I OR CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE WELL PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

INLINE DRAIN DETAIL

NOT TO SCALE

REVISIONS:

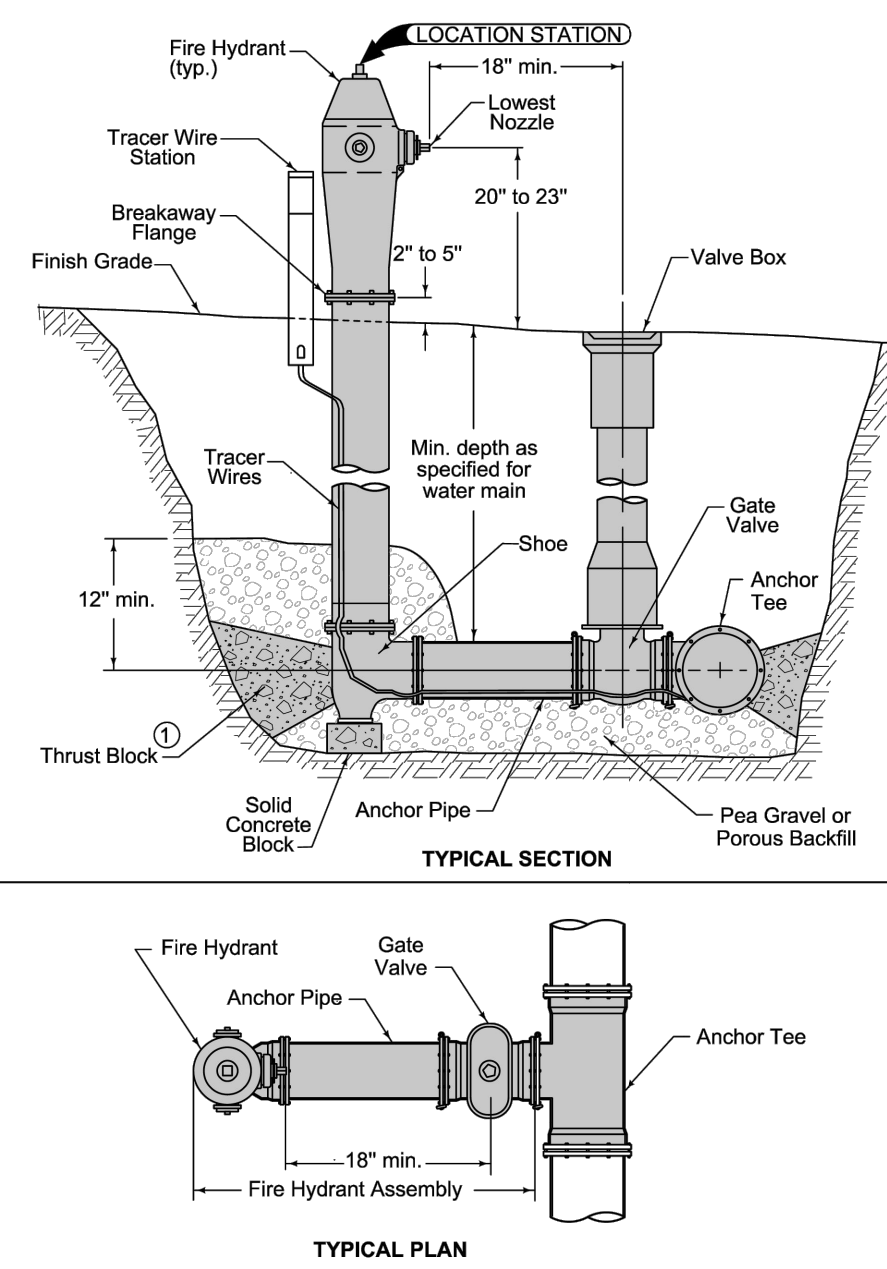
Description	Date	No.
ADDENDUM 03	12/04/24	1
ADDENDUM 04	12/10/24	2

OWNER SIGN-OFF: DATE _____ NAME _____

REVISIONS:

Description	Date	No.
ADDENDUM 03	12/04/24	A
ADDENDUM 04	12/10/24	B

OWNER SIGN-OFF:
DATE: _____ NAME: _____

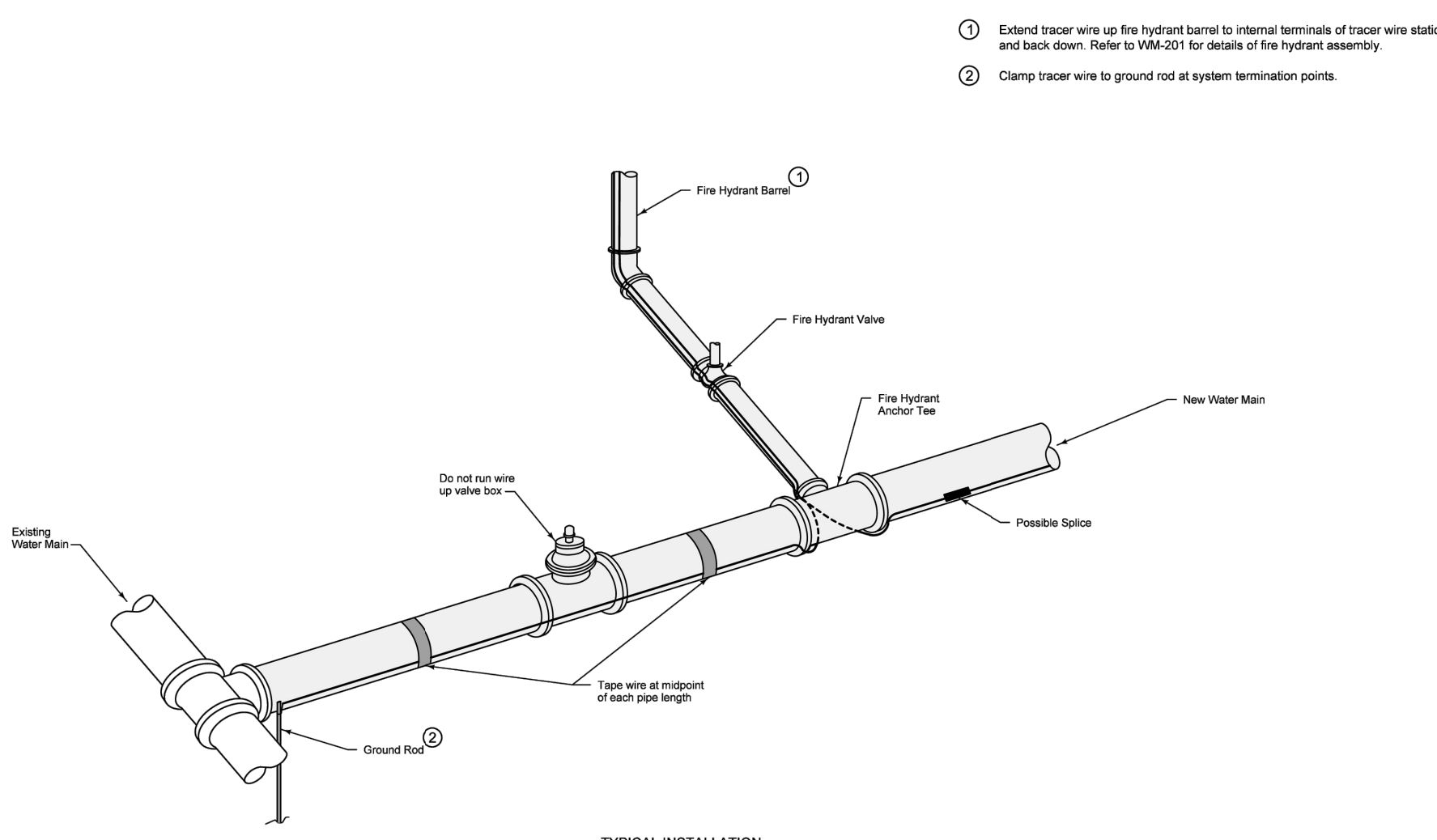
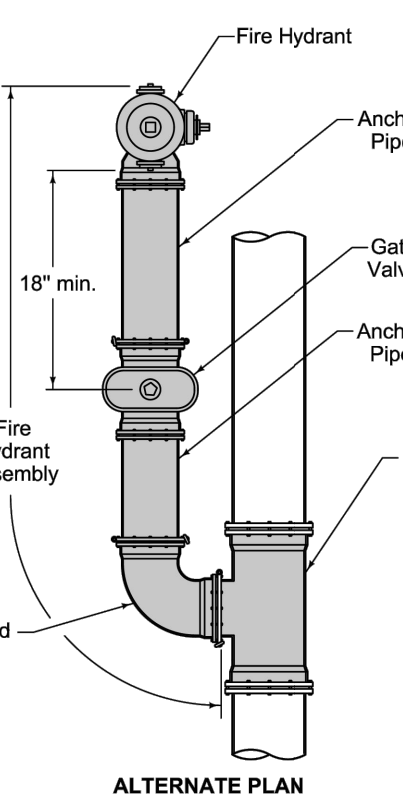


WM-201 - FIRE HYDRANT ASSEMBLY
NOT TO SCALE

1
C5.05

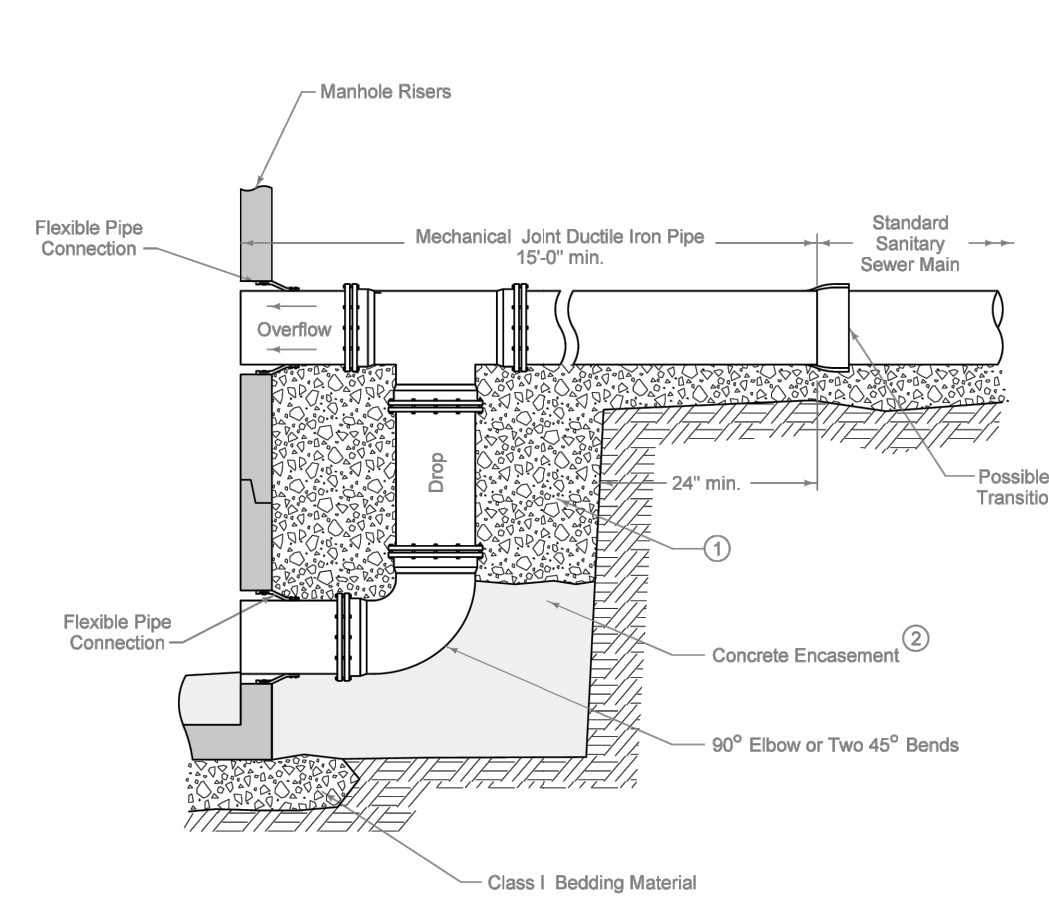
Use ductile iron pipe with restrained mechanical joints for fire hydrant assembly and anchor tee.

Do not cover drain holes or tracer wire.



WM-102 TRACER SYSTEM
NOT TO SCALE

3
C5.05

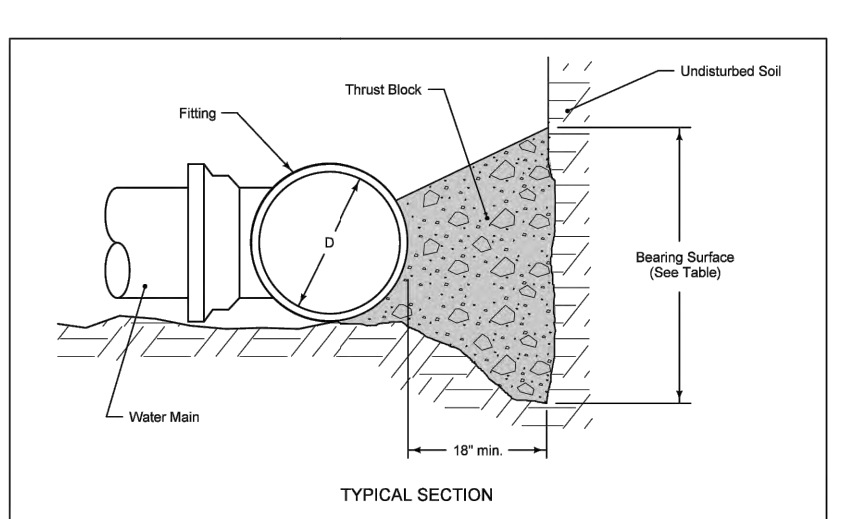


SW-307 - EXTERNAL DROP CONNECTION FOR SANITARY SEWER MANHOLE
NOT TO SCALE

6
C5.05

Construct drop and overflow from ductile iron pipe of same diameter specified for sewer main. Provide mechanical joints for all ductile iron pipe and fittings.

Place Class I bedding material, CLSM, flowable material, or concrete from top of elbow to bottom of sewer main.
Encase elbow in concrete. 12 inches minimum on all sides.



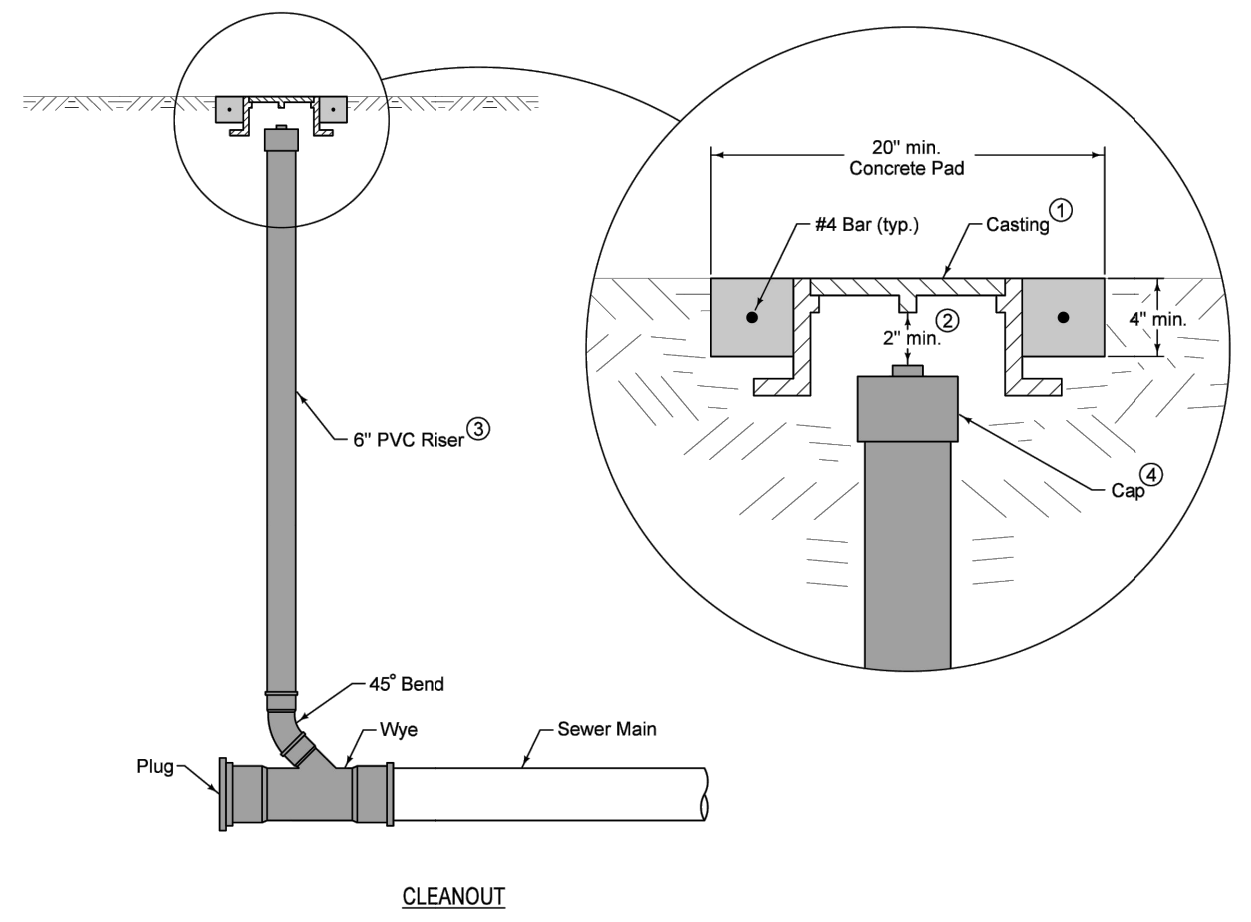
WM-101 THRUST BLOCKS
NOT TO SCALE

1
C5.05

Extend thrust blocks to undisturbed soil. Excavation into trench wall may be necessary.
Form vertical surfaces of poured concrete thrust blocks except on bearing surface.
Encase all fittings in polyethylene wrap. Do not use concrete to directly contact joints or fittings.

Diameter of Pipe, D (Inches)	MINIMUM BEARING SURFACE (sq)			
	11 1/2"	24"	42"	90"
4	1	1	2	4
6	1	2	4	8
8	2	4	8	16
10	3	6	12	24
12	4	8	16	32
14	5	11	21	38
16	7	14	27	38
18	9	17	32	45
20	11	21	42	52
24	15	28	56	78
30	23	42	84	112
36	31	56	112	152
42	39	71	144	192
48	47	86	180	242
54	55	101	216	292
60	63	116	252	342
66	71	131	288	392
72	79	146	324	442
78	87	161	360	492
84	95	176	396	542
90	103	191	432	592

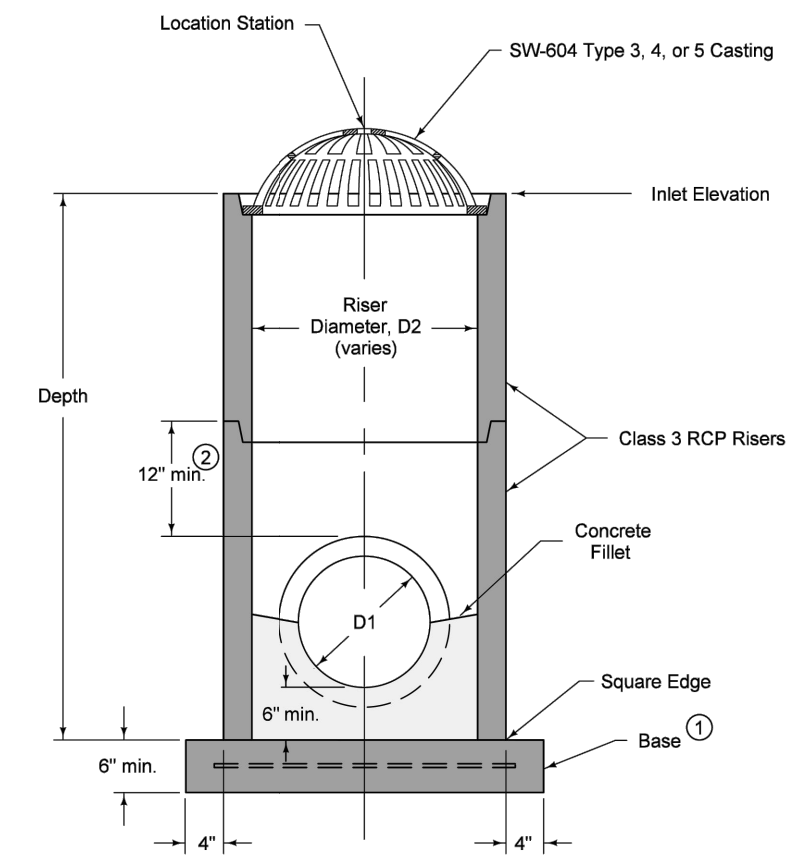
Minimum surface area based on water pressure of 150 psi and ultimate soil strength of 1,000 psi.



SW-203 SANITARY SEWER CLEANOUT
NOT TO SCALE

4
C5.05

- Standard duty casting complying with AASHTO M 305. Mark lid with "Sanitary" or "Sanitary C.C."
- Do not allow casting to bear on top of riser pipe.
- 6 inch PVC Service Pipe
- Threaded PVC cap or iron body female with brass screw plug

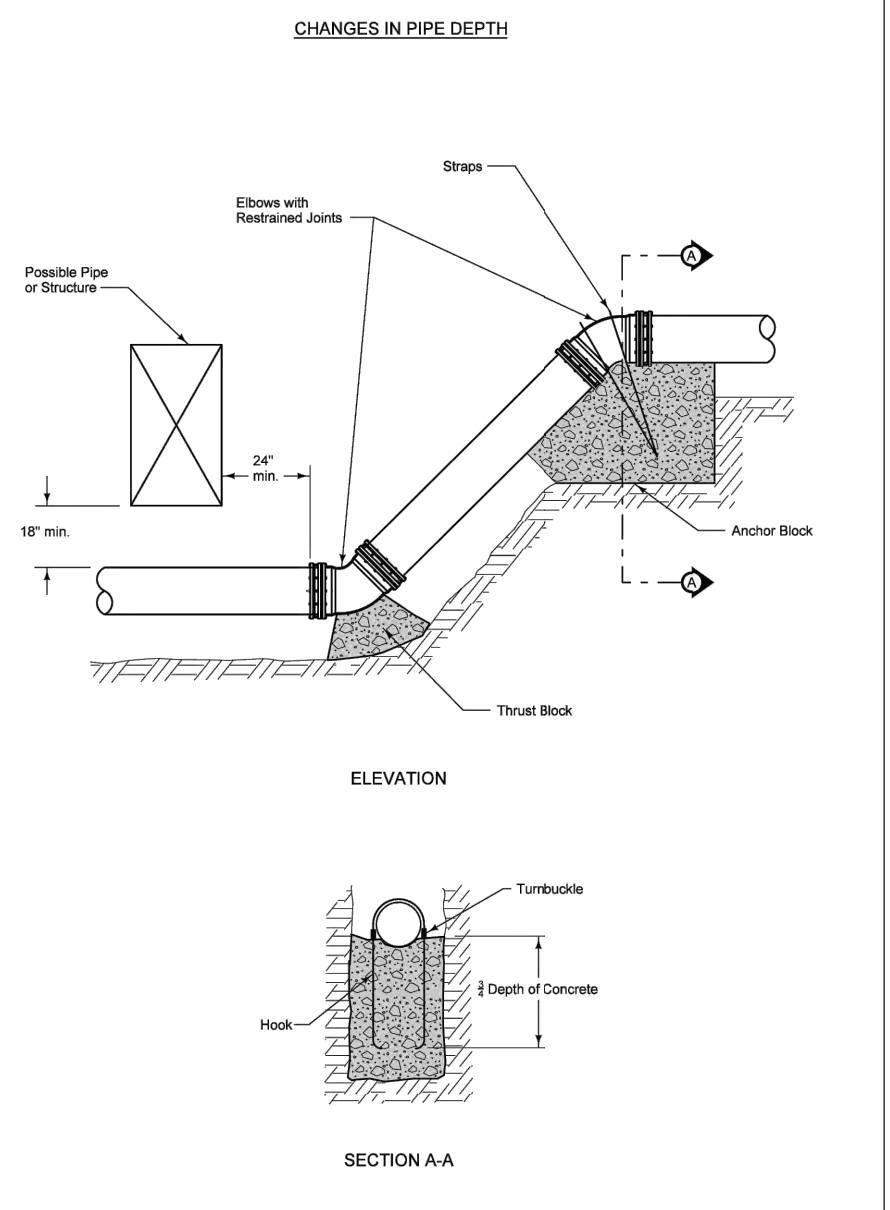
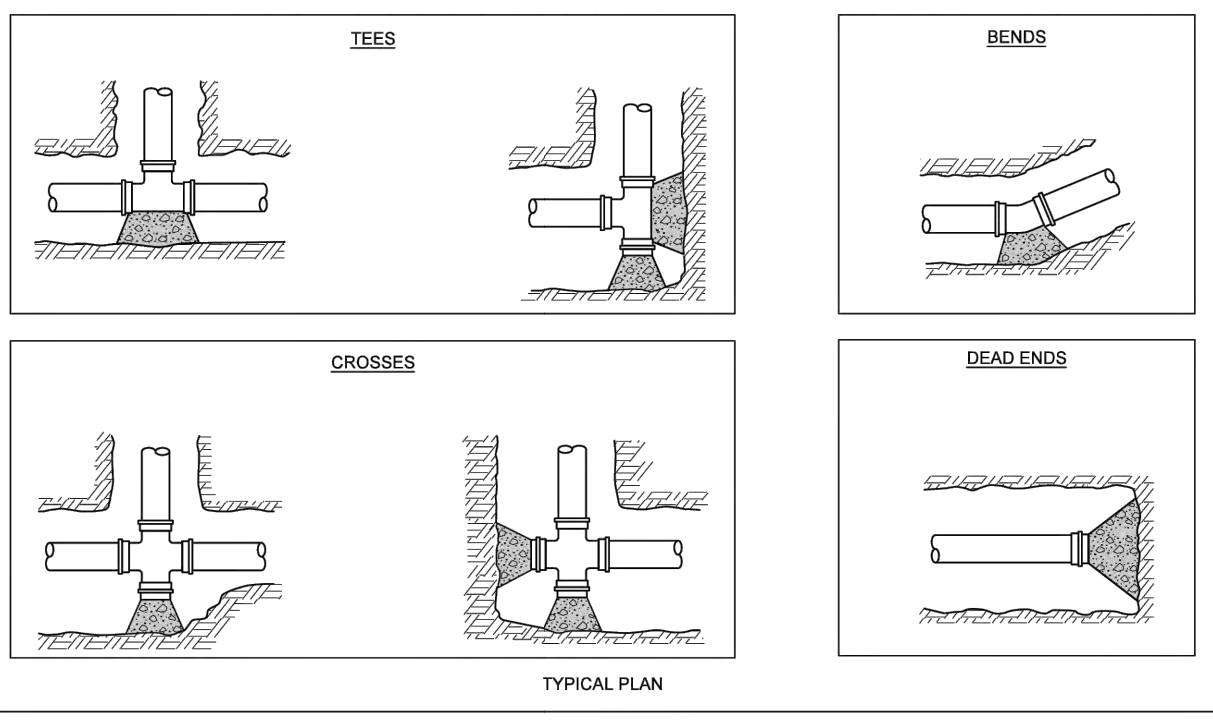


SW-512 - CIRCULAR AREA INTAKE
NOT TO SCALE

7
C5.05

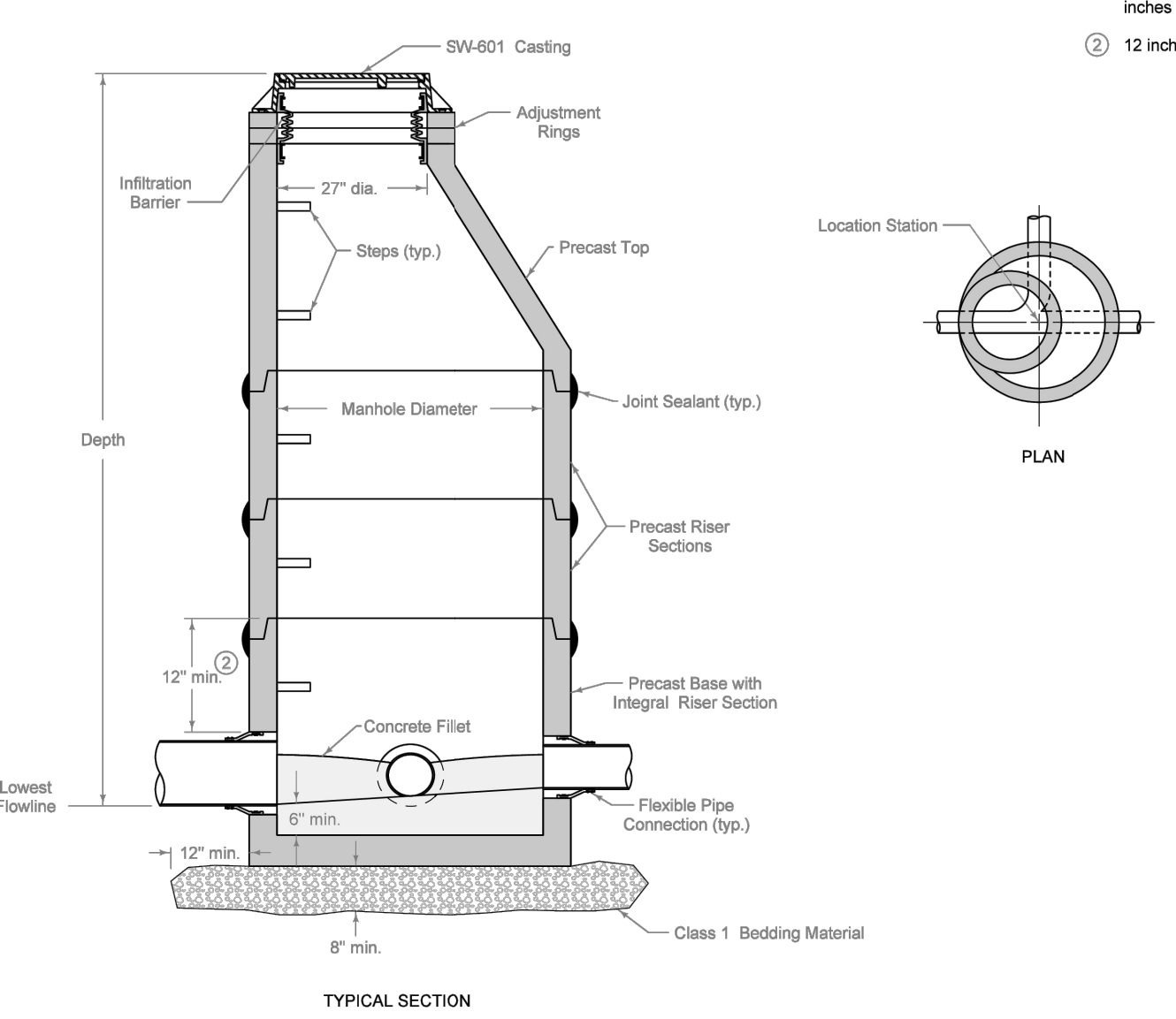
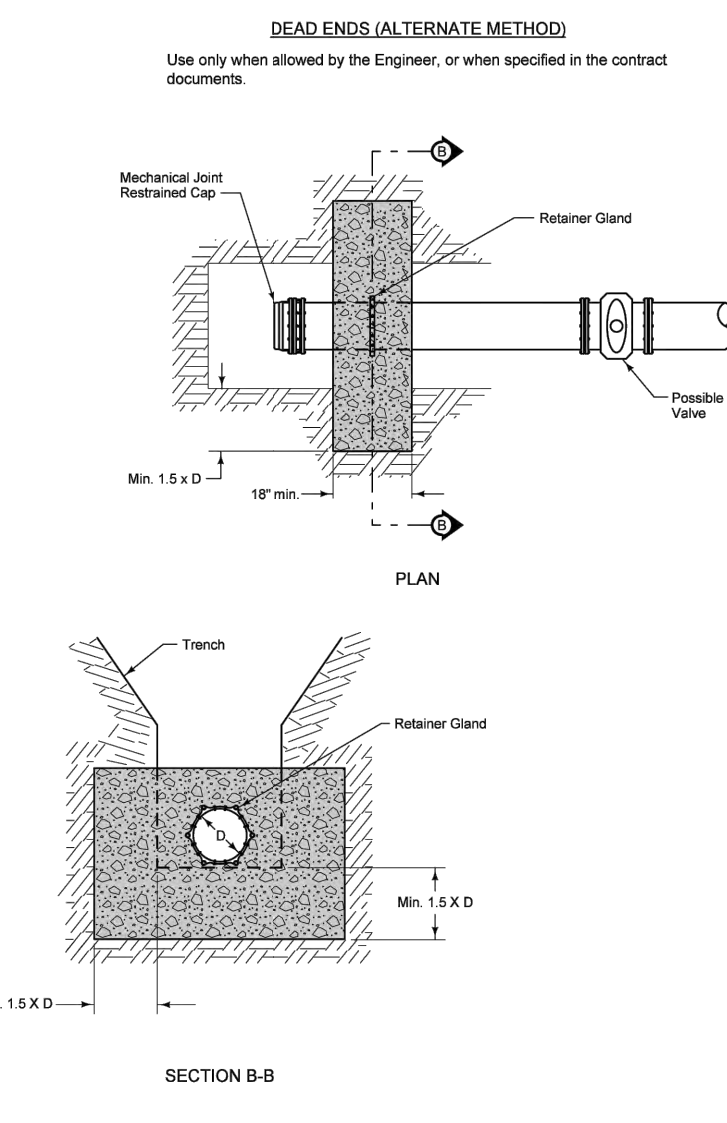
- Precast (shown) or cast-in-place base.
Precast: 6 inch thick concrete with #6 welded wire mesh on 4 inch centers (WWF 4" x 4"). Center mesh vertically within base.
Cast-in-place: 8 inch thick non-reinforced concrete.
- 12 inch minimum riser height above all pipes.

INTAKE SIZE - CASE 1		
Outlet Pipe Diameter, D1	Minimum Riser Diameter, D2	Minimum Riser Diameter, D2
12"	15"	18"
15"	24"	24"
18"	24"	24"
24"	30"	30"
24"	30"	30"
27"	36"	36"



WM-101 THRUST BLOCKS
NOT TO SCALE

2
C5.05

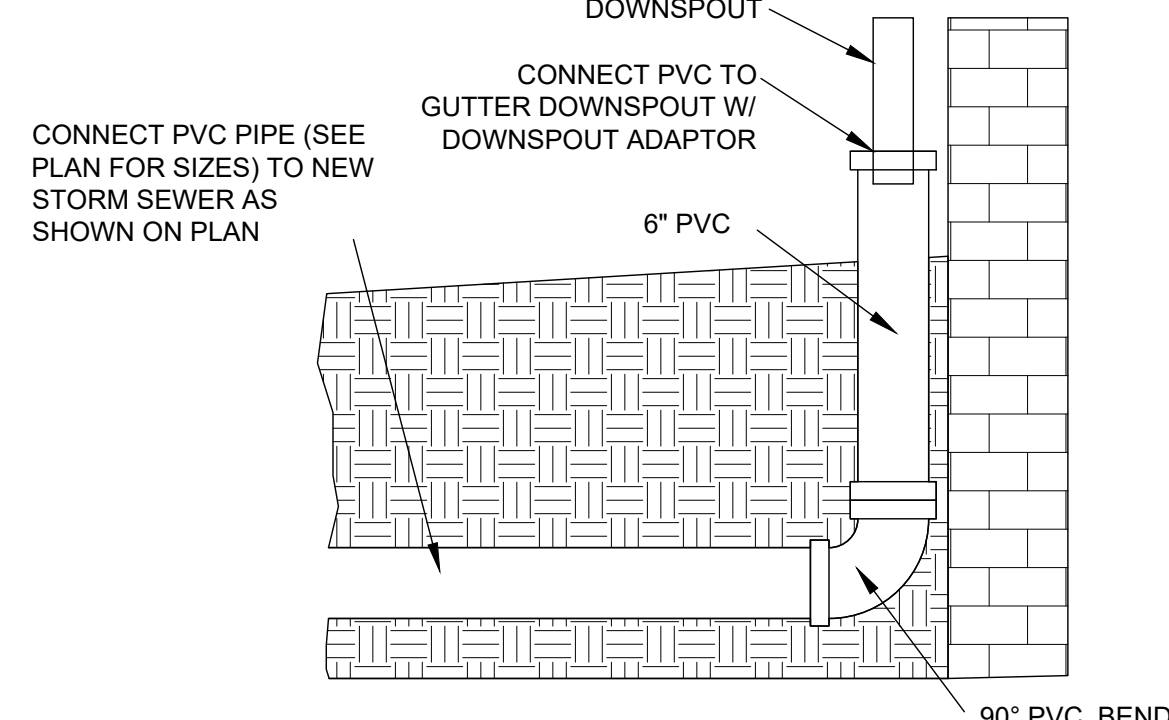


SW-301 - CIRCULAR SANITARY SEWER MANHOLE
NOT TO SCALE

5
C5.05

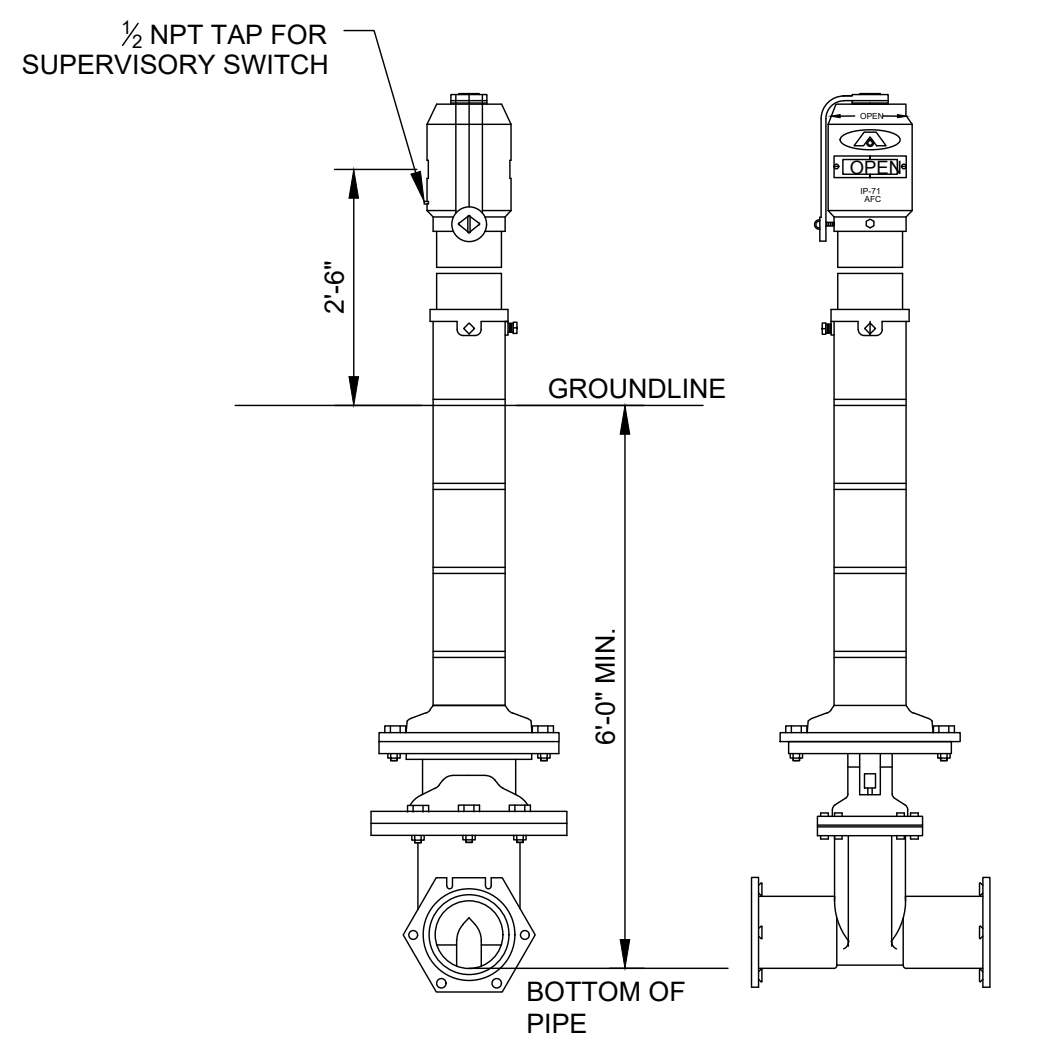
- For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 12 inch minimum riser height above all pipe openings.

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



ROOF DRAIN CONNECTION DETAIL
NOT TO SCALE

8
C5.05



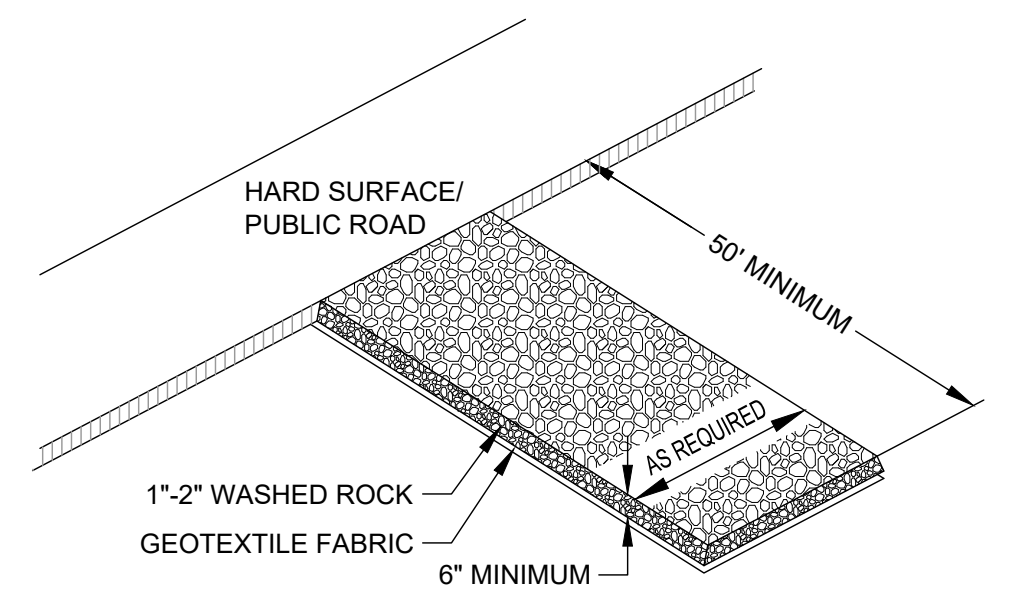
POST INDICATOR VALVE
NOT TO SCALE

9
C5.05

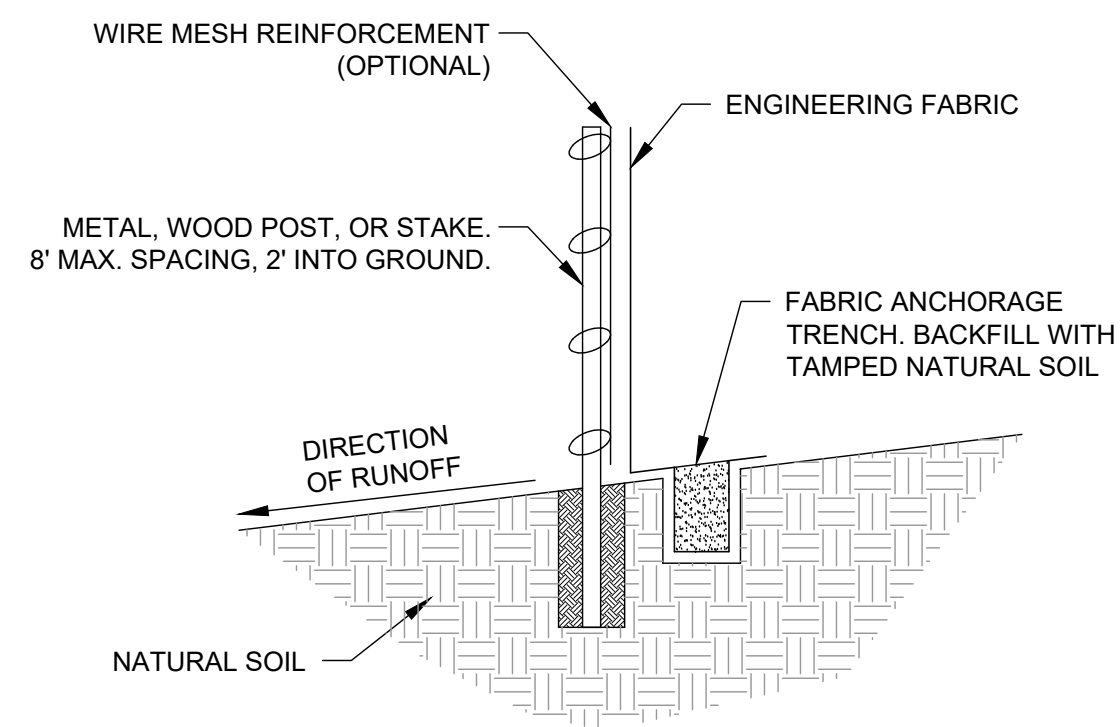
PROJECT NO:
23086

DATE:
11/11/2024
SHEET SET:
BID DOCUMENTS

SHEET NAME:
CIVIL DETAILS

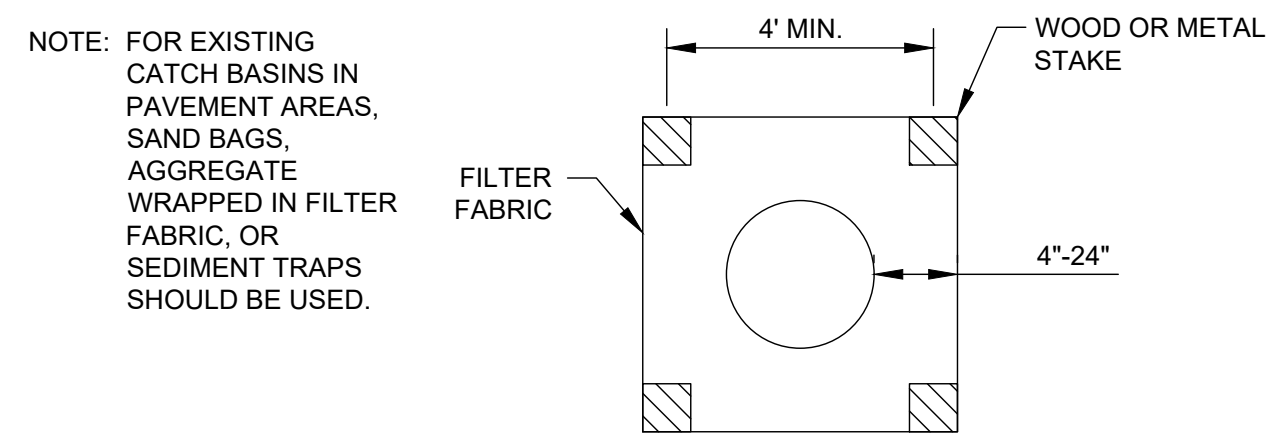


1
C5.06
ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE



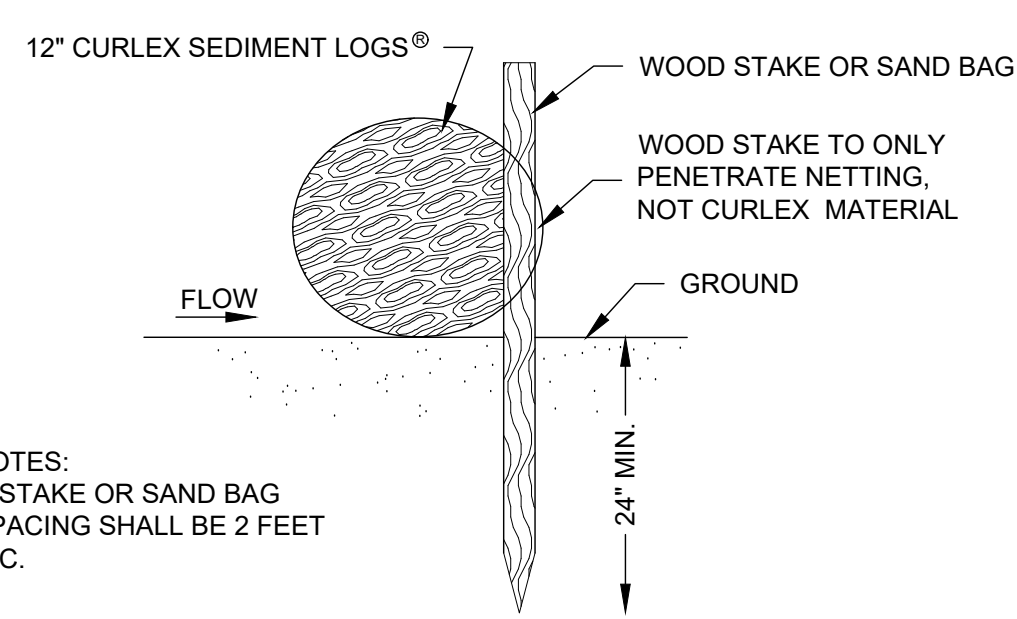
NOTE: DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH WITH HOG RINGS, STEEL POSTS WITH WIRES, OR WOOD POSTS WITH STAPLES.

2
C5.06
SILT FENCE INSTALLATION DETAIL
NOT TO SCALE



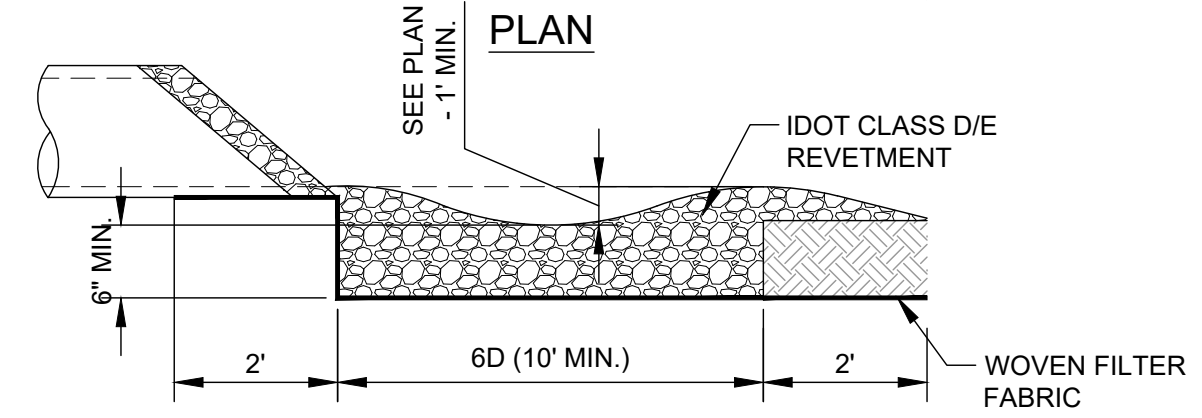
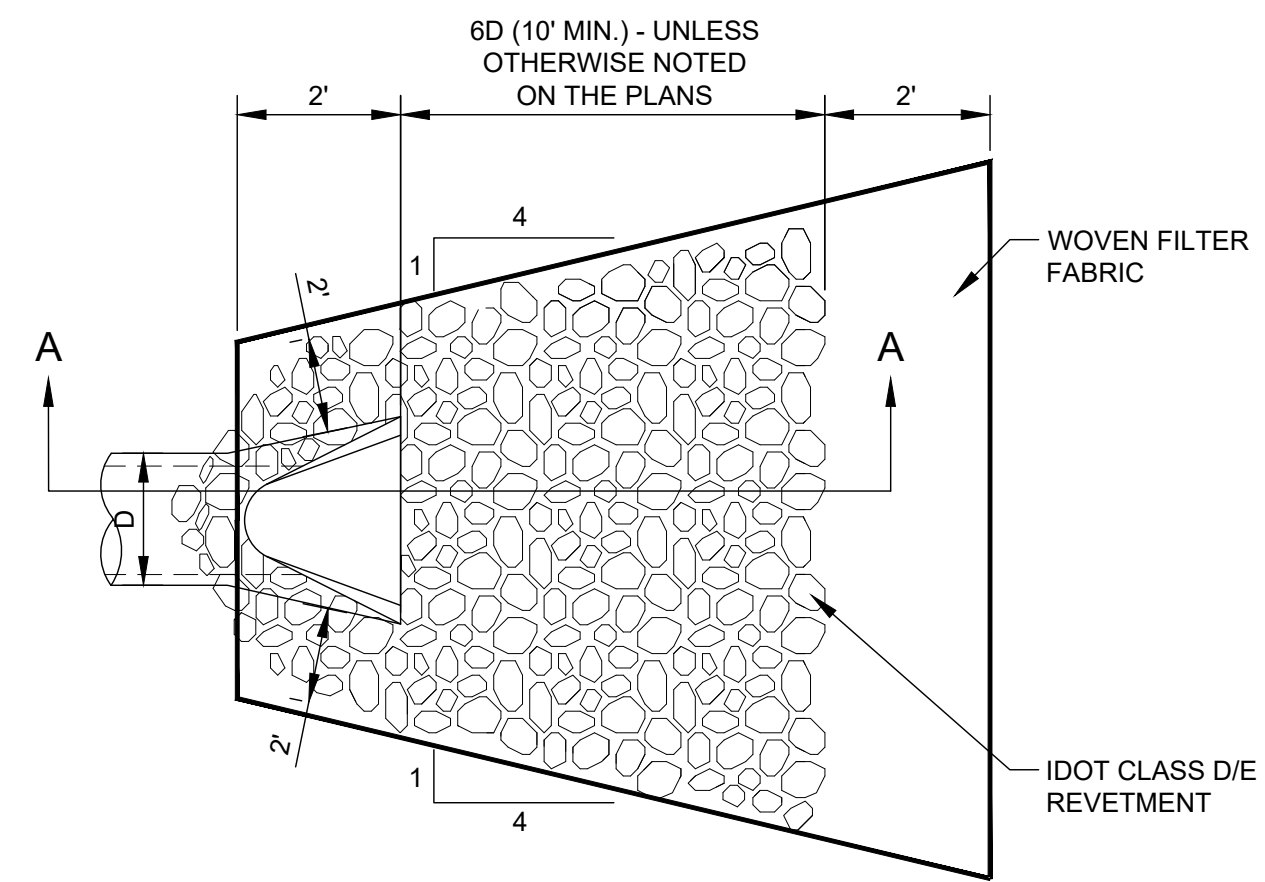
MAXIMUM DISTANCE BETWEEN POSTS IS 2'. BOTTOM OF FENCE IS BURIED IN TRENCH, SIMILAR TO NORMAL SILT FENCE INSTALLATION.

3
C5.06
SILT FENCE INLET SEDIMENT FILTER
NOT TO SCALE



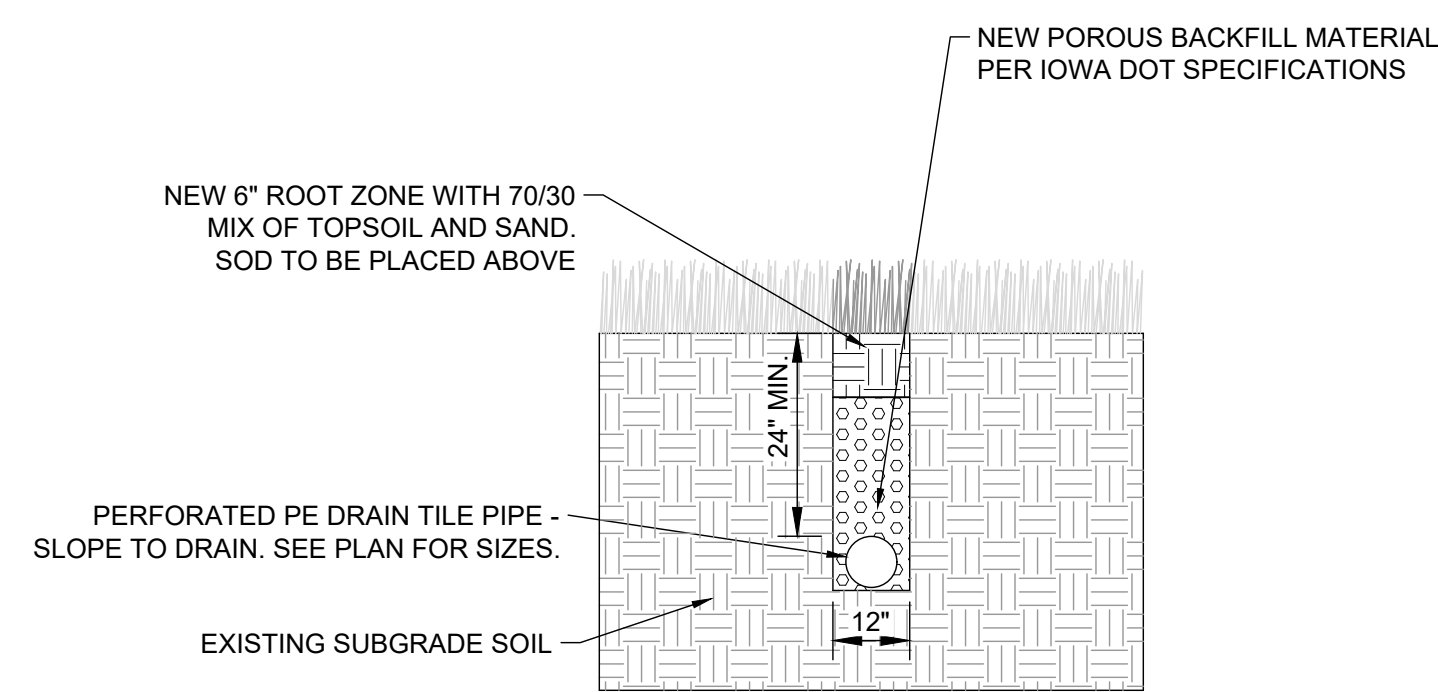
NOTES:
1. STAKE OR SAND BAG SPACING SHALL BE 2 FEET O.C.

4
C5.06
SEDIMENT LOG DETAIL
NOT TO SCALE



NOTE:
500X MIRAFI FABRIC OR EQUAL

5
C5.06
RIP-RAP AT OUTLETS
NOT TO SCALE



6
C5.06
DRAIN TILE DETAIL
NOT TO SCALE

REVISIONS:	Description	Date	No.
	ADDENDUM 03	12/04/24	1
	ADDENDUM 04	12/10/24	2

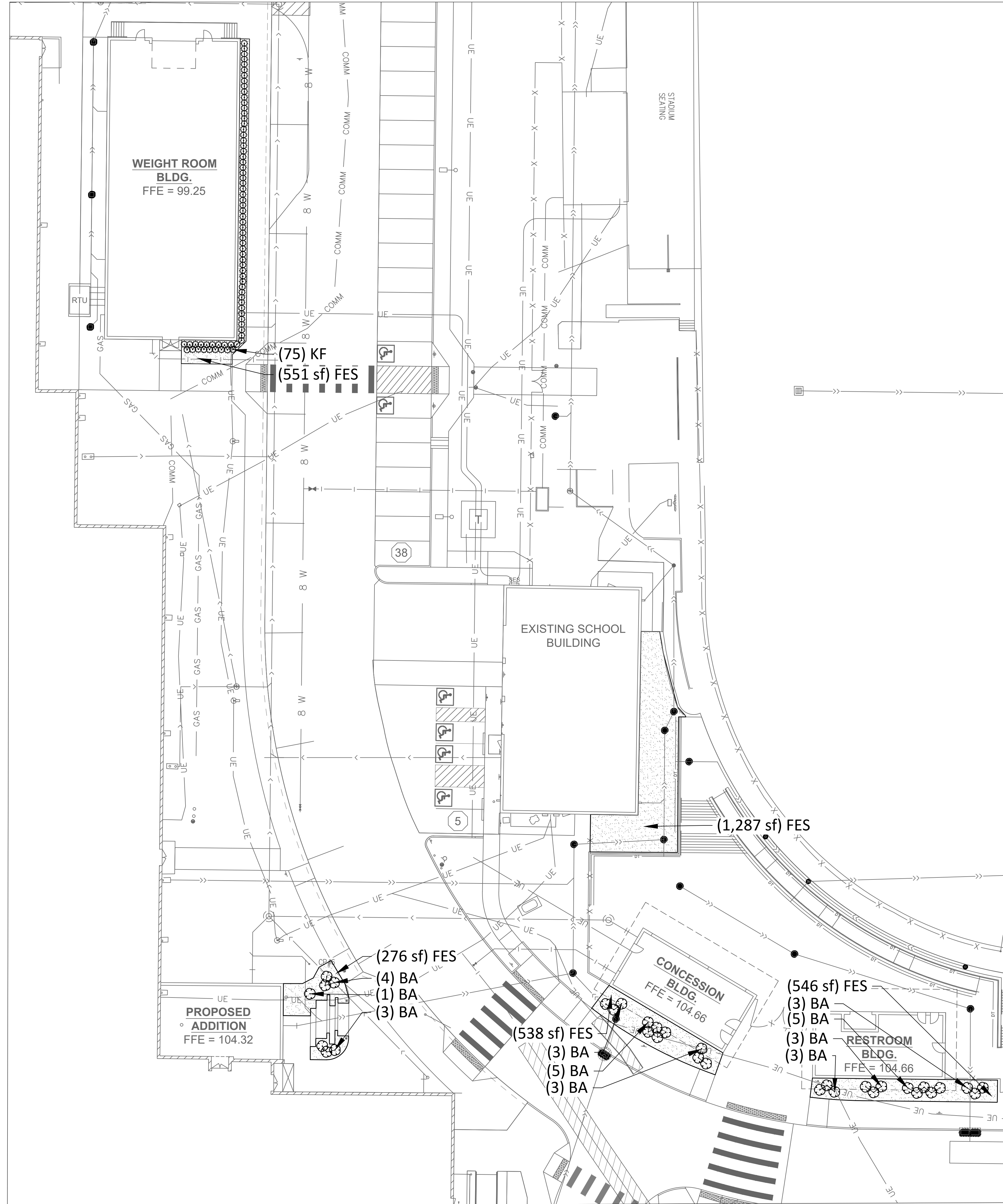
OWNER SIGN-OFF:
DATE _____ NAME _____

PROJECT NO:
23086

DATE:
11/11/2024

SHEET SET:
BID DOCUMENTS

SHEET NAME:
CIVIL DETAILS



ENLARGEMENT 2

PLANTING SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER
TREES						
	LT	3	LIRIODENDRON TULIPIFERA	TULIP POPLAR	2.5" CAL.	B&B
ORNAMENTAL TREES						
	AL	14	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY (SINGLE STEM)	1.5" CAL.	B&B
SHRUBS						
	SP	26	SPIRAEA SORBIFOLIA 'SEM'	SEM FALSE SPIREA	---	#3 CONT.
	VT	29	VIBURNUM TRILOBUM 'BAILEY COMPACT'	BAILEY'S COMPACT CRANBERRYBUSH	---	#3 CONT.
ORNAMENTAL GRASSES						
	KF	133	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	---	#1 CONT.
	CV	83	CAREX VULPINOIDEA	FOX SEDGE	---	
PERENNIALS						
	BA	64	BAPTISIA AUSTRALIS	BLUE WILD INDIGO	---	#3 CONT.
	AM	5	HOSTA X 'AUGUST MOON'	AUGUST MOON HOSTA	---	#1 CONT.
	MV	144	MERTENSIA VIRGINICA	VIRGINIA BLUEBELLS	---	#1 CONT.
GROUND COVERS						
	FES	10,199 SF	SUPER SHADE FINE FESCUE SEED MIX	FINE FESCUE MIX BY UNITED SEED	---	

CODE COMPLIANCE SUMMARY

ZONING FOR PROJECT PROPERTY: R-1 & R2

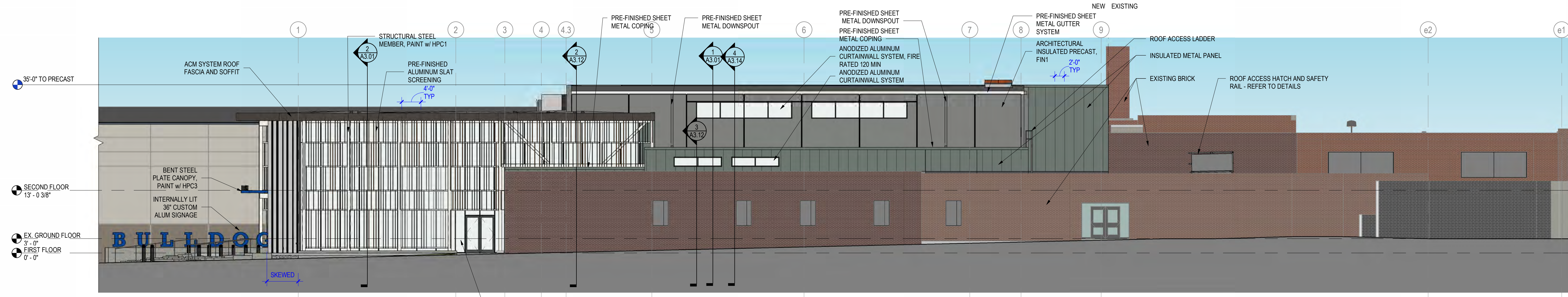
NO OVERLAY DISTRICTS APPLY

CHAPTER 167: SITE PLAN REGULATIONS

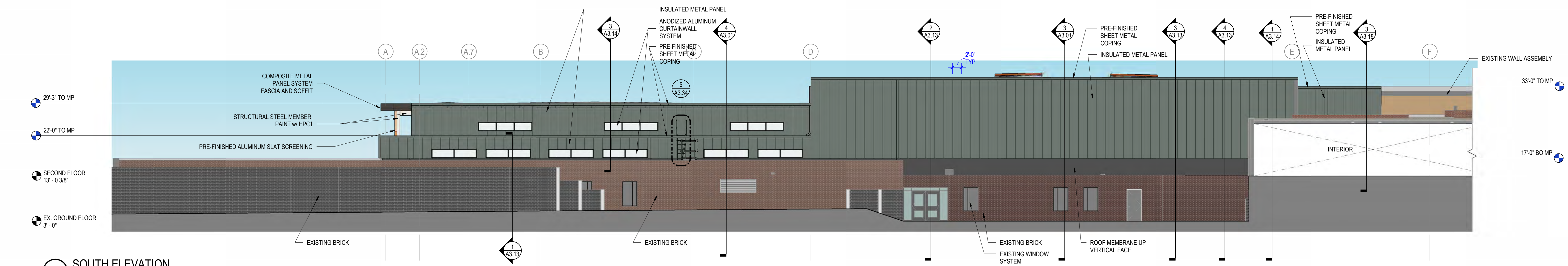
167.03.3) THE PROPOSED IMPROVEMENTS SHALL BE DESIGNED AND LOCATED WITHIN THE PROPERTY IN SUCH MANNER AS NOT TO UNDULY DIMINISH OR IMPAIR THE USE AND ENJOYMENT OF ADJOINING PROPERTY, AND TO THIS END SHALL MINIMIZE THE ADVERSE EFFECTS ON SUCH ADJOINING PROPERTY FROM AUTOMOBILE HEADLIGHTS, ILLUMINATION OF REQUIRED PERIMETER YARDS, REFUSE CONTAINERS, AND IMPAIRMENT OF LIGHT AND AIR LIGHTING AND ITS IMPACT ON ADJACENT PROPERTY. SHALL BE SHOWN ON THE SITE PLAN. FOR THE PURPOSE OF THIS SECTION, THE TERM "USE AND ENJOYMENT OF ADJOINING PROPERTY" MEANS THOSE USES PERMITTED UNDER THE ZONING DISTRICTS IN WHICH SUCH ADJOINING PROPERTY IS LOCATED.

167.03.5) THE PROPOSED DEVELOPMENT SHALL HAVE SUCH BUFFERS, SCREEN FENCES AND LANDSCAPING AND SHALL BE DESIGNED, AND THE BUILDINGS AND IMPROVEMENTS LOCATED IN SUCH A MANNER AS TO NOT UNDULY DIMINISH OR IMPAIR THE USE AND ENJOYMENT OF ADJOINING OR SURROUNDING PROPERTY.

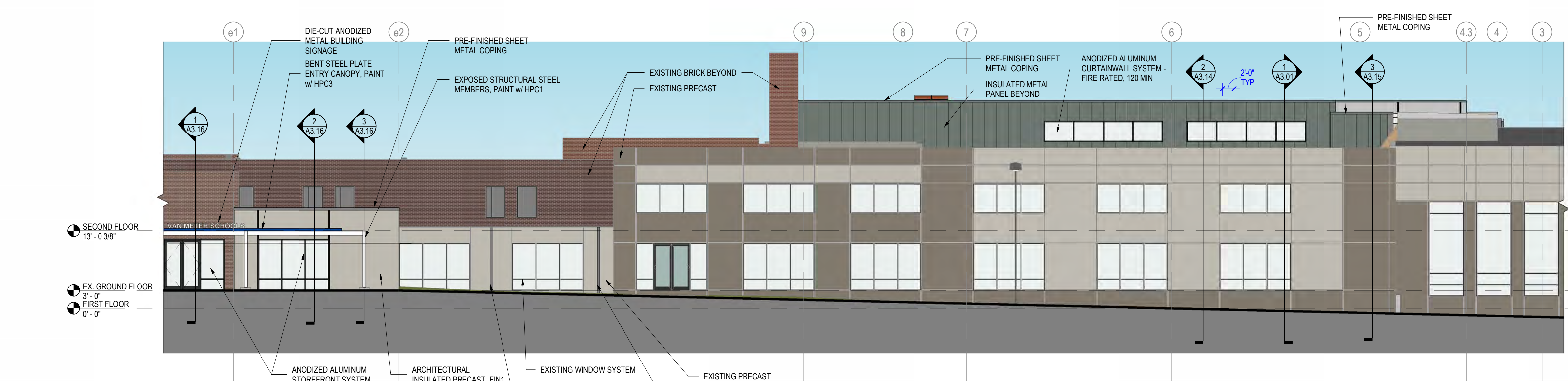
167.05.2 Q) LOCATION AND TYPE OF ALL PLANTS, TREES, GROUND COVER TO BE USED IN THE LANDSCAPE. LANDSCAPING TO BE USED FOR SCREENING PURPOSES SHALL BE ILLUSTRATED WITH THE SIZE AND EXACT NAMES OF PLANTS, SHRUBS, OR TREES TO BE PLANTED CLEARLY INDICATED. THE PLANTING LOCATION SHALL NOT ADVERSELY AFFECT UTILITY EASEMENTS OR SERVICE LINES.



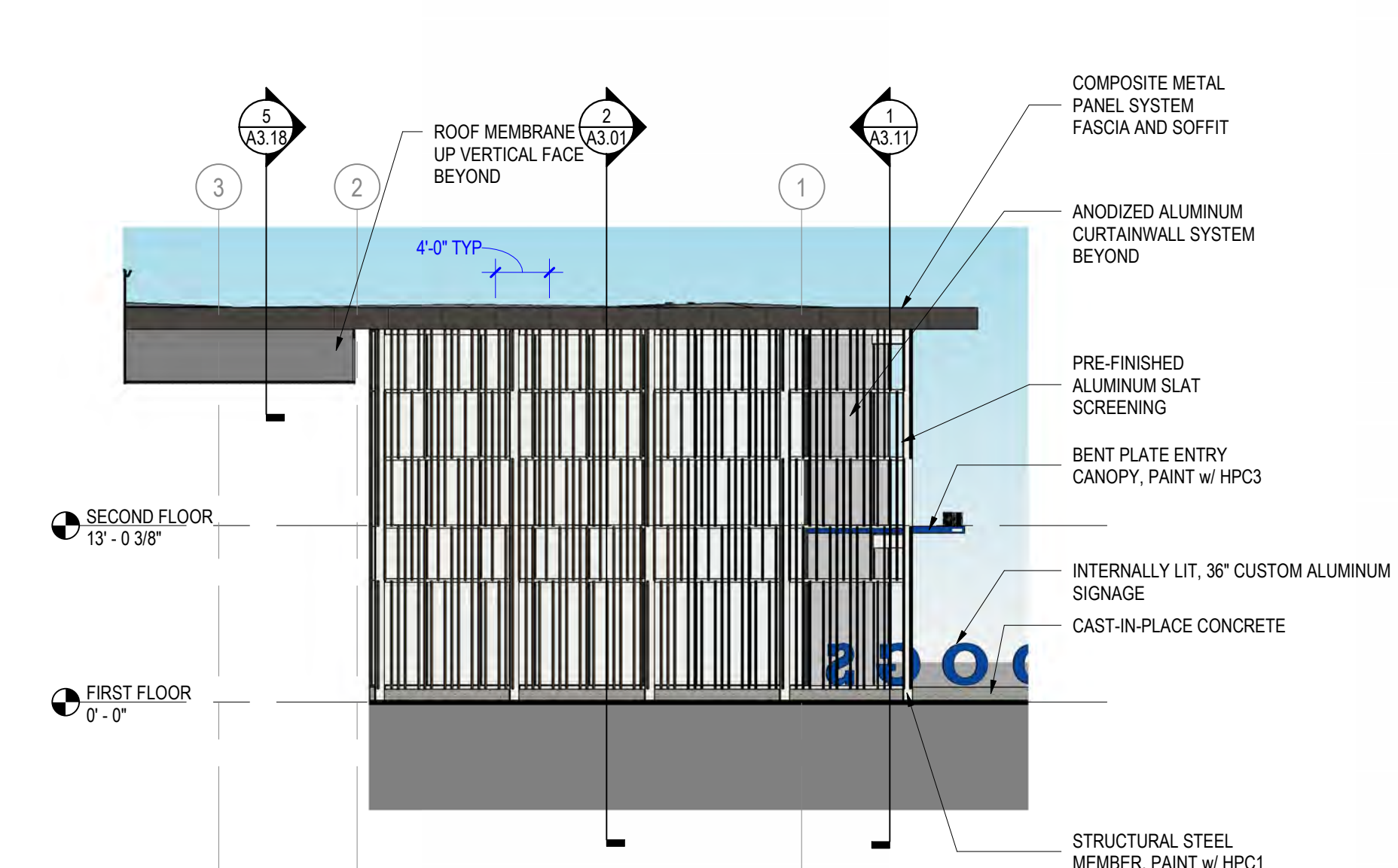
6 WEST ELEVATION
3/32" = 1'-0"



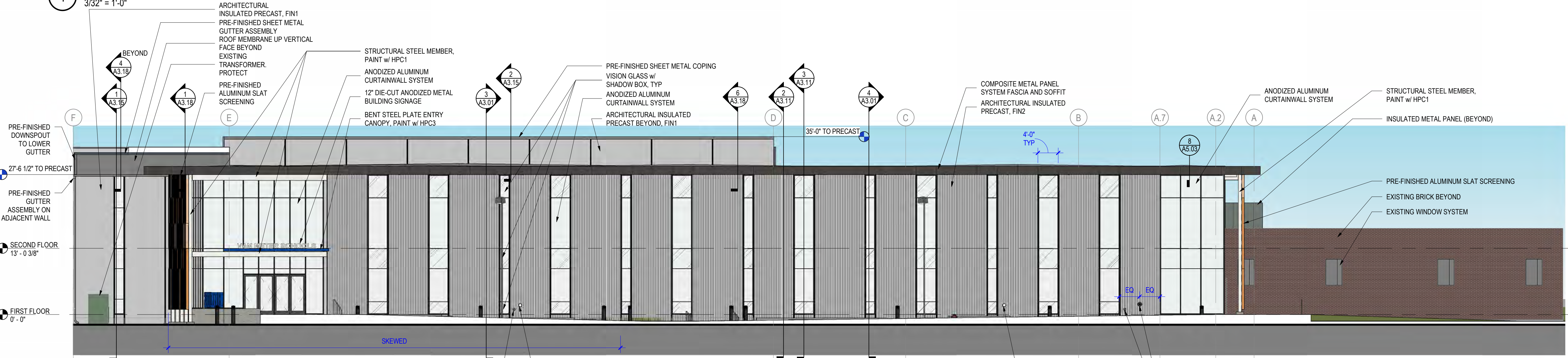
5 SOUTH ELEVATION
3/32" = 1'-0"



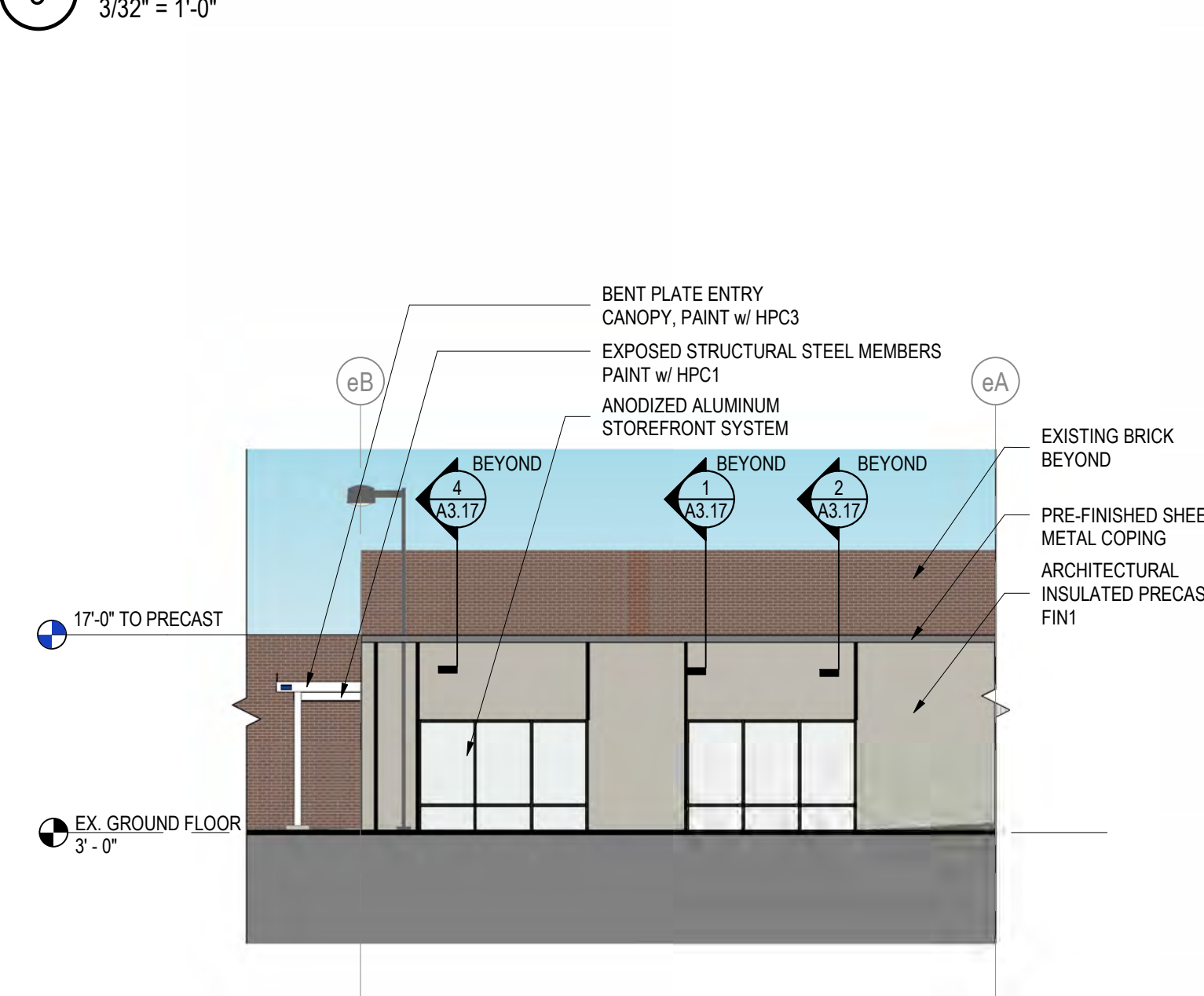
4 EAST ELEVATION
3/32" = 1'-0"



3 NORTHEAST ELEVATION
3/32" = 1'-0"



2 NORTH ELEVATION
3/32" = 1'-0"



1 SE ADDITION - NORTH ELEVATION
3/32" = 1'-0"

- GENERAL ELEVATION NOTES:**
1. SEE ARCHITECTURAL FLOOR PLANS FOR WALL TYPES, WINDOW NUMBERS, DOOR NUMBERS, AND DIMENSIONS.
 2. PLACEMENT OF WALL MOUNTED ITEMS (FIRE STROBE, DOOR OPERATOR BUTTON, WALL HYDRANTS, ETC) ARE DIMENSIONED TO CENTERLINE OF ITEM.
 3. HATCHED AREA IS FOR REFERENCE ONLY.
 4. ANY RETURNS OR BLIND ELEVATIONS NOT SHOWN SHALL BE SIMILAR IN MATERIAL AND MAKEUP TO ADJACENT CONDITIONS OR OTHER SIMILAR CONDITIONS.

INVISION
ARCHITECTURE + INTERIORS

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CONSULTANT:
CIVIL
LARSON
ENGINEERING, INC.
LANDSCAPE
BOLTON & MENK

STRUCTURAL
RAKER RHODES
ENGINEERING
MEP
KCL ENGINEERING

REVISIONS:

ADD #	Description	Date	No.
ADD #2		11/26/2024	

OWNER SIGN-OFF: _____
DATE _____ NAME _____

VAN METER COMMUNITY SCHOOL DISTRICT
VAN METER SCHOOL ADDITION - BID ISSUANCE #3
520 1ST AVE, VAN METER, IA 50261

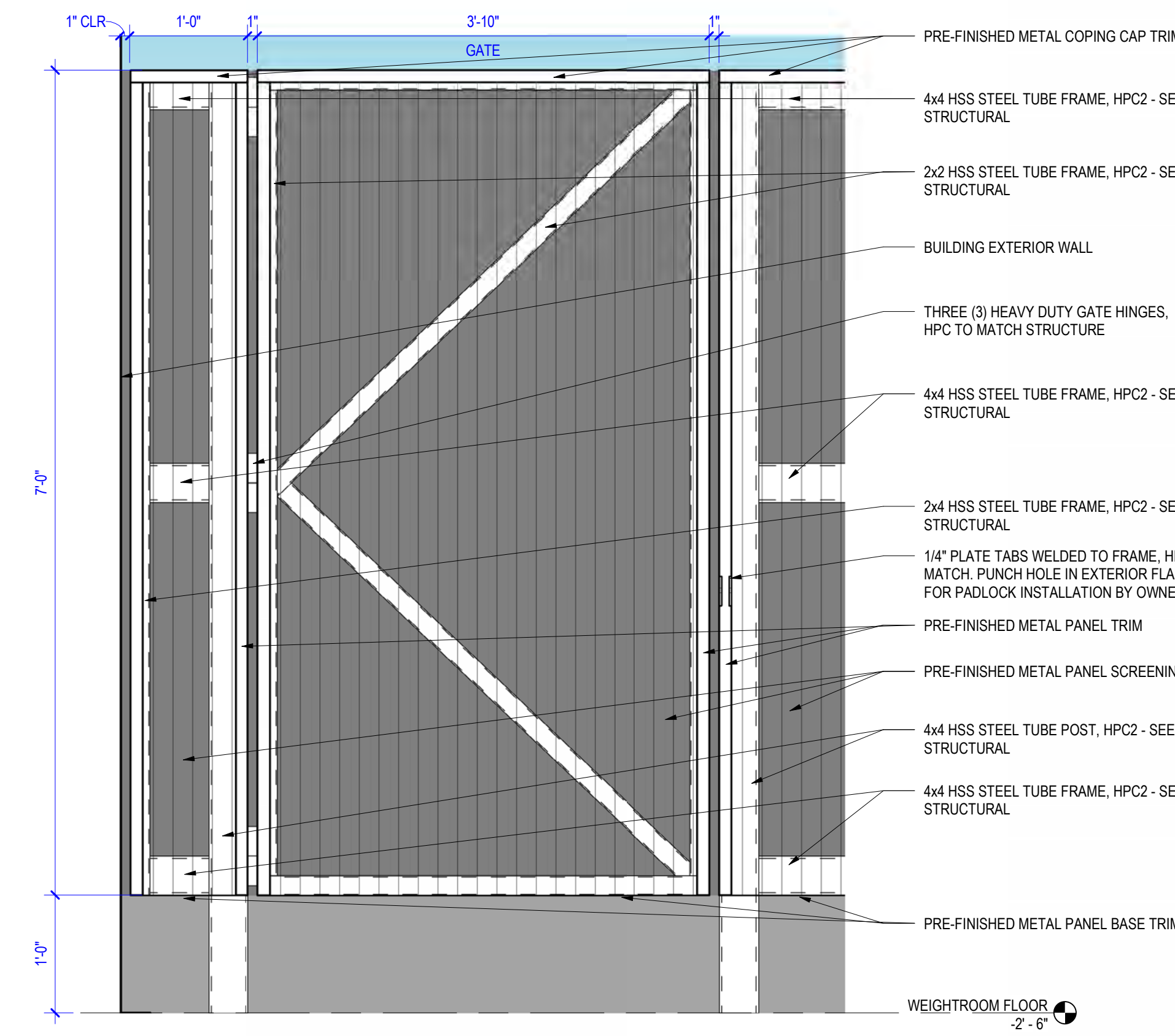
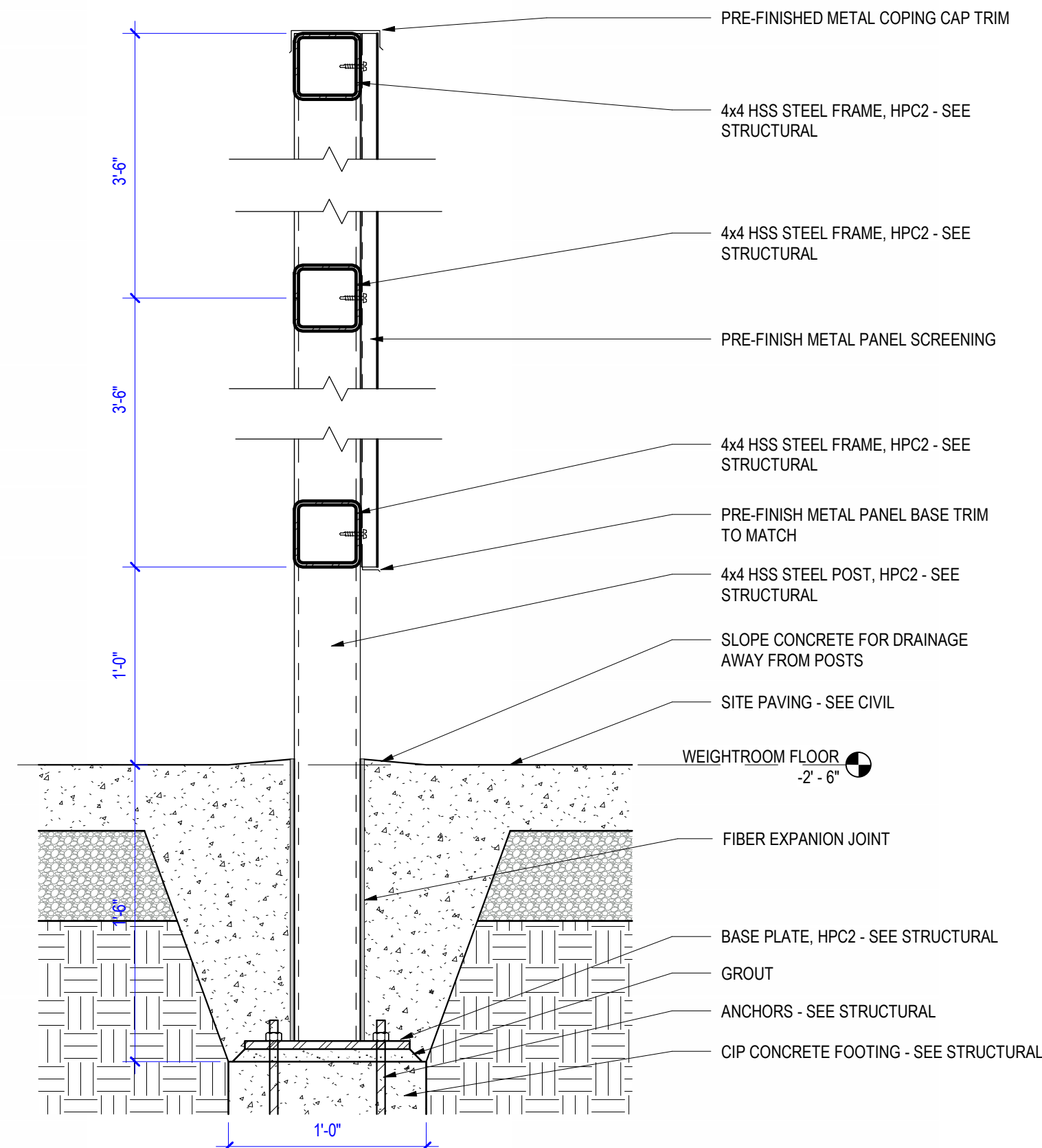
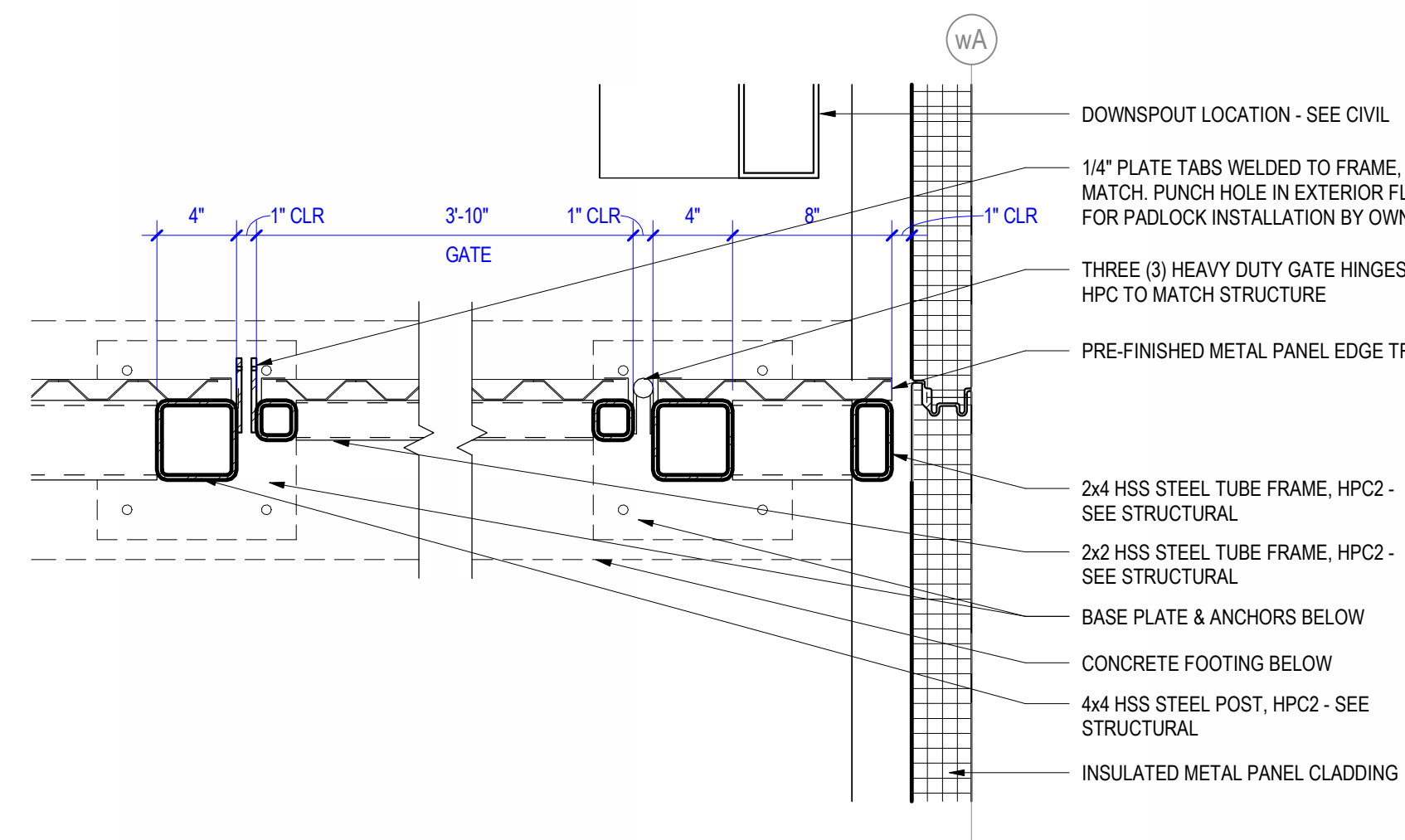
PROJECT NO:
23086

DATE:
12/20/2024

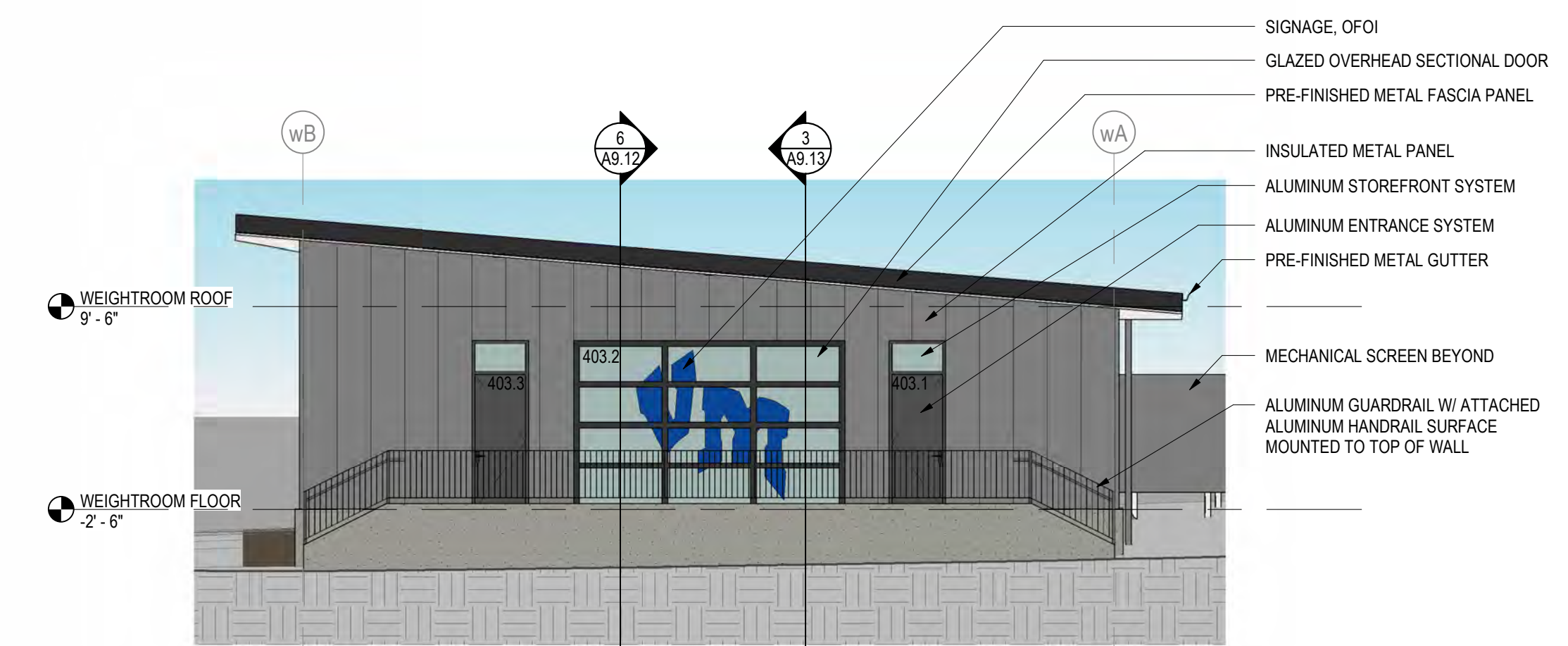
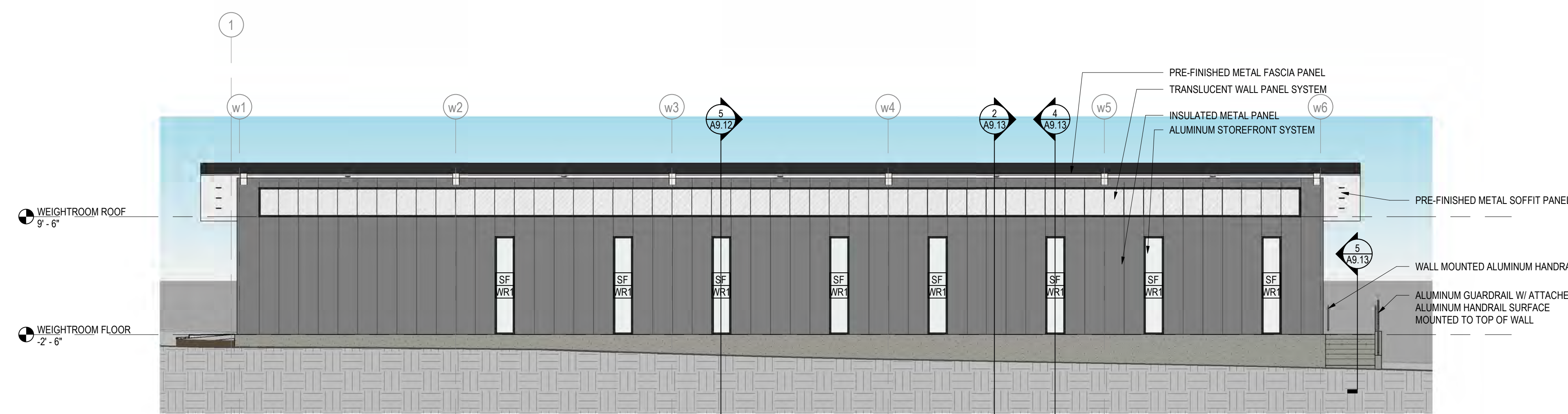
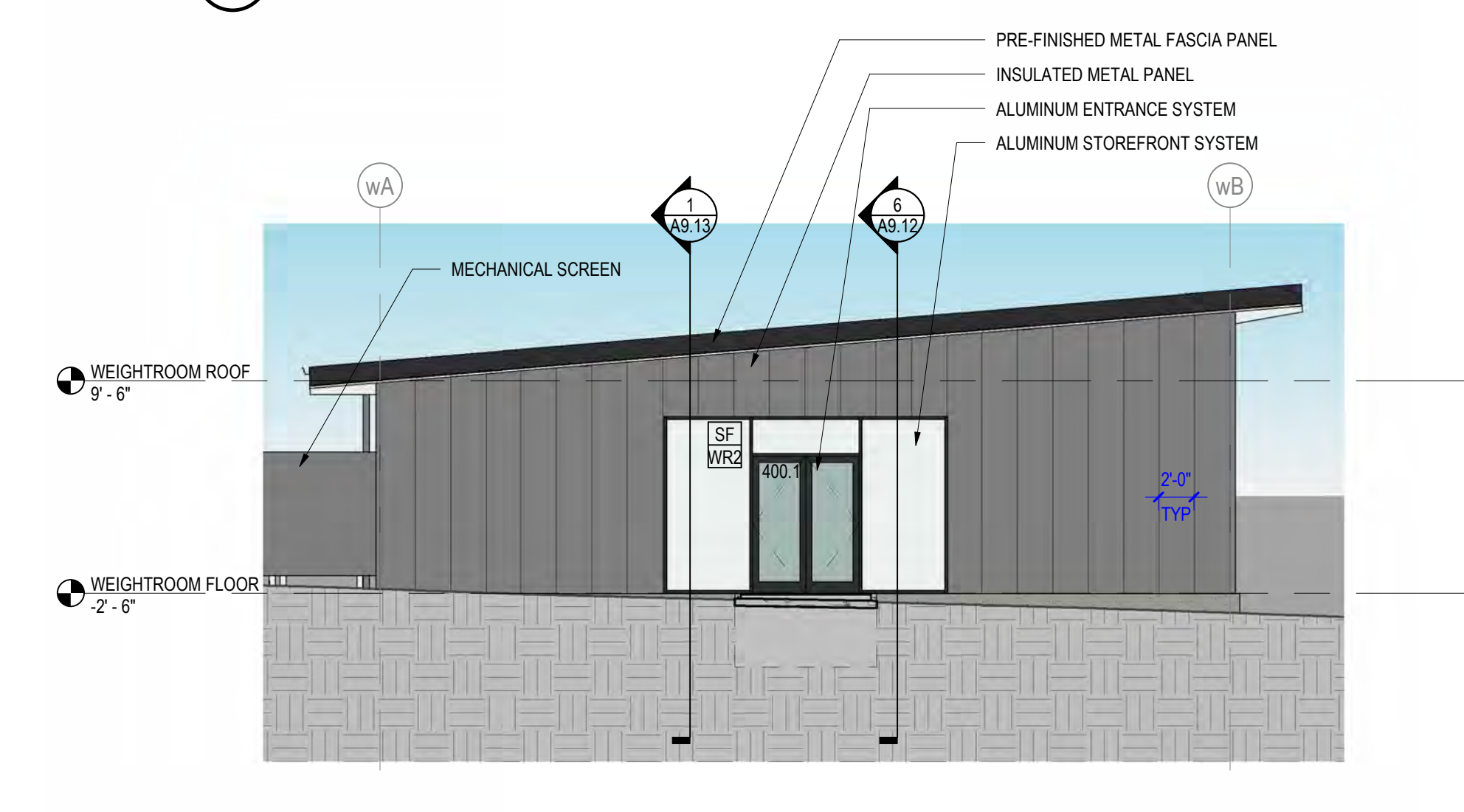
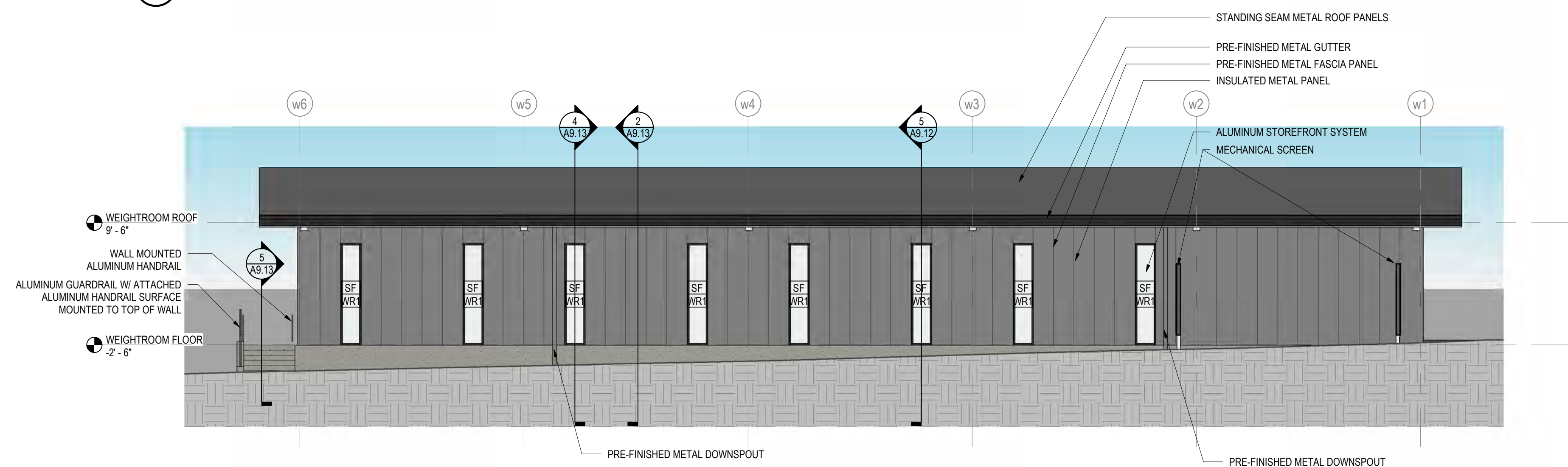
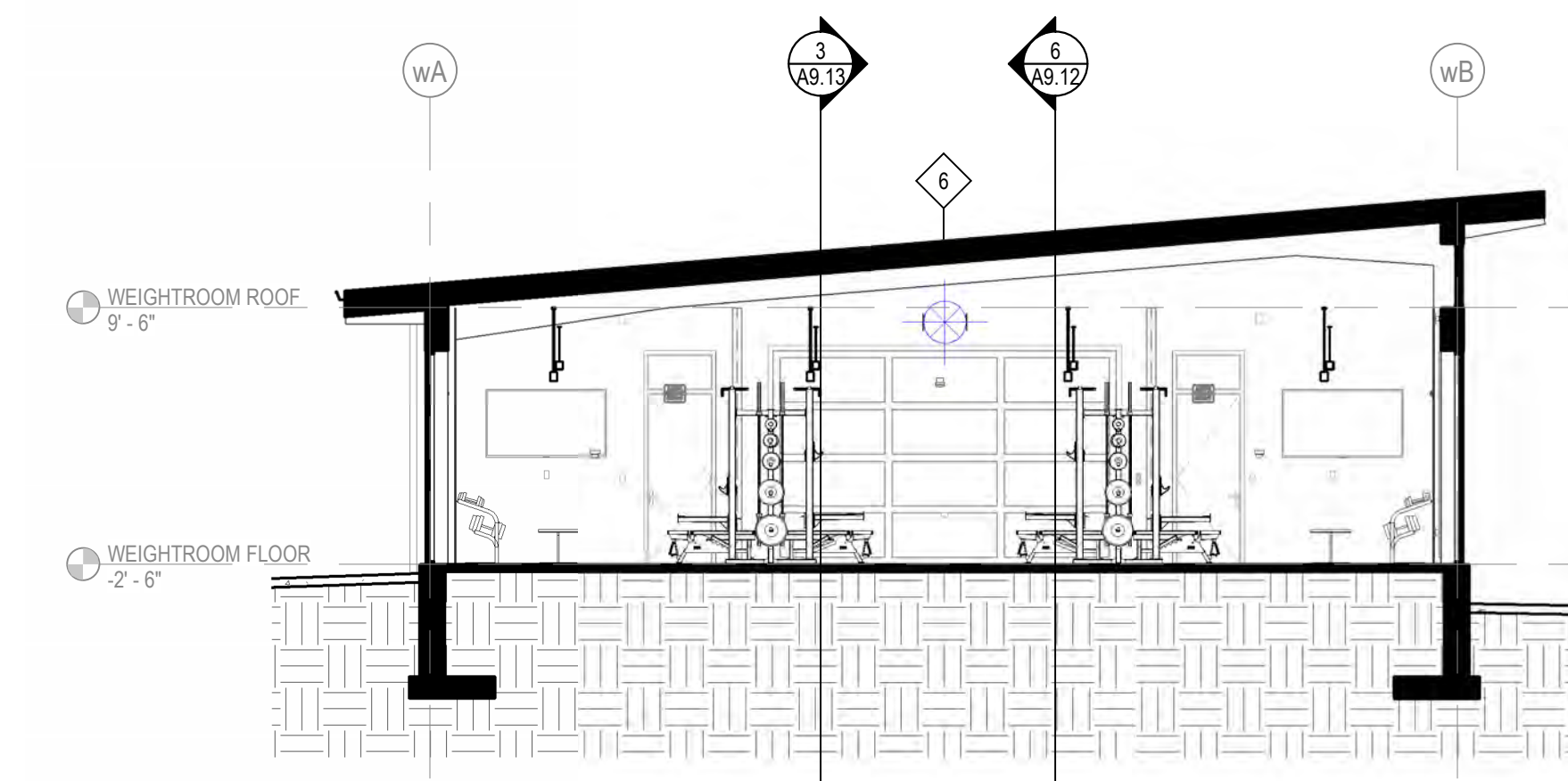
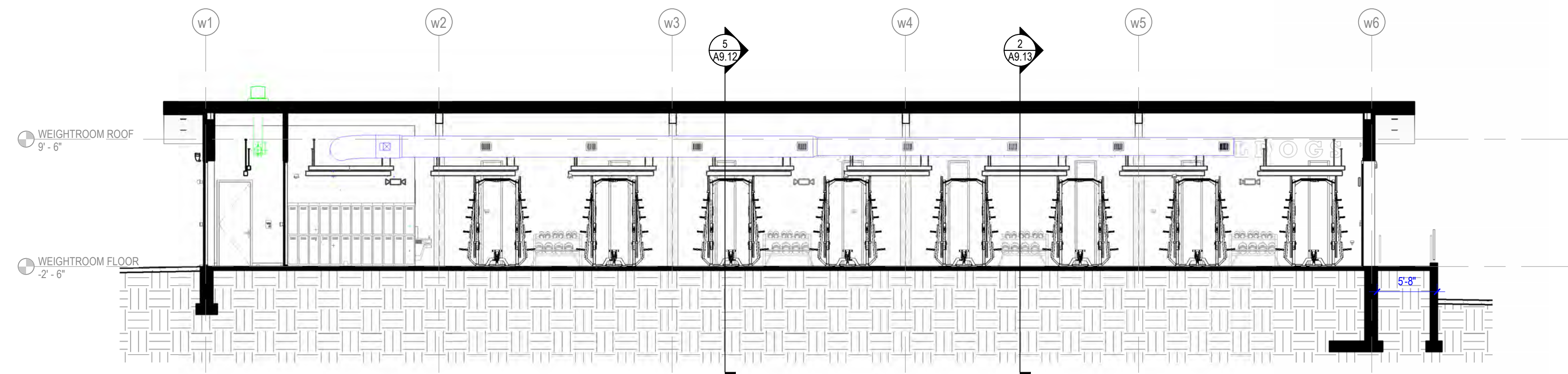
SHEET SET:
CONSTRUCTION DOCUMENTS

SHEET NAME:
EXTERIOR ELEVATIONS

SHEET:
A2.01



- GENERAL ELEVATION NOTES:**
- SEE ARCHITECTURAL FLOOR PLANS FOR WALL TYPES, WINDOW NUMBERS, DOOR NUMBERS, AND DIMENSIONS.
 - PLACEMENT OF WALL MOUNTED ITEMS (FIRE STROBE, DOOR OPERATOR BUTTON, WALL HYDRANTS, ETC) ARE DIMENSIONED TO CENTERLINE OF ITEM.
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REVISIONS:

Description	Date	No.
ADD #3	12/05/2024	
ADD #4	12/10/2024	

OWNER SIGN-OFF:
DATE _____ NAME _____

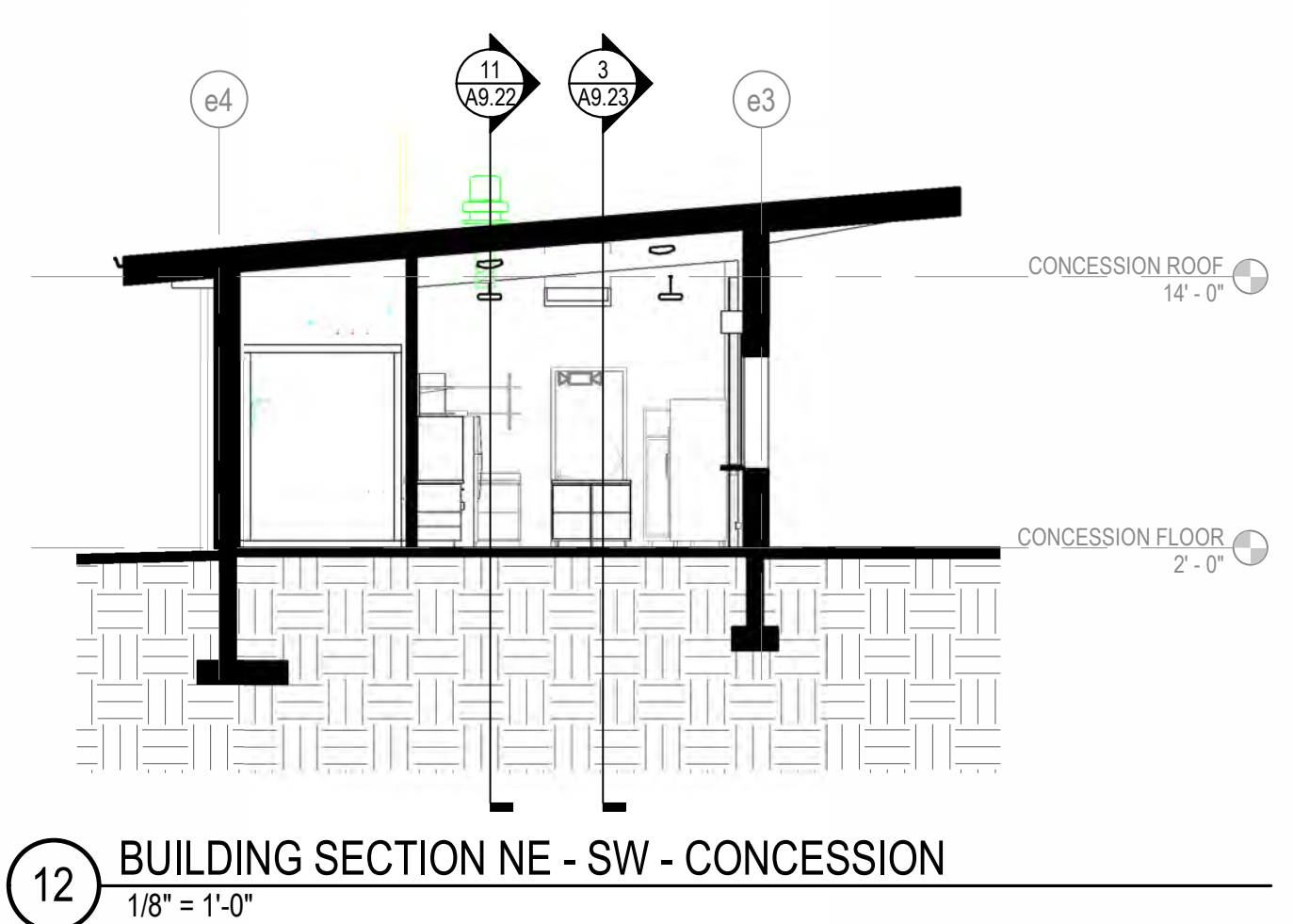
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23086

DATE:
12/20/2024

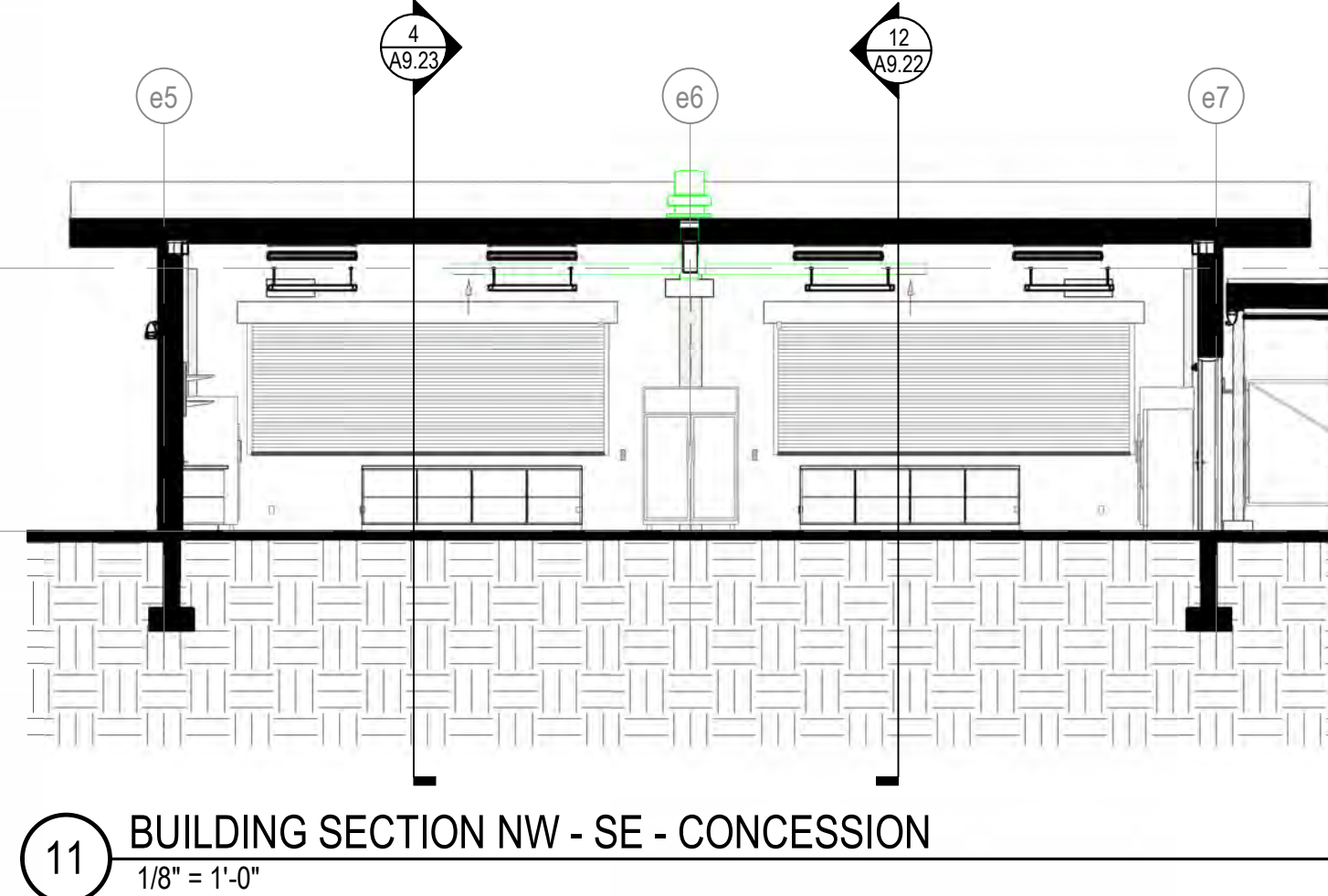
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CONSTRUCTION DOCUMENTS

SHEET NAME:
WEIGHTROOM - BUILDING SECTIONS & ELEVATIONS

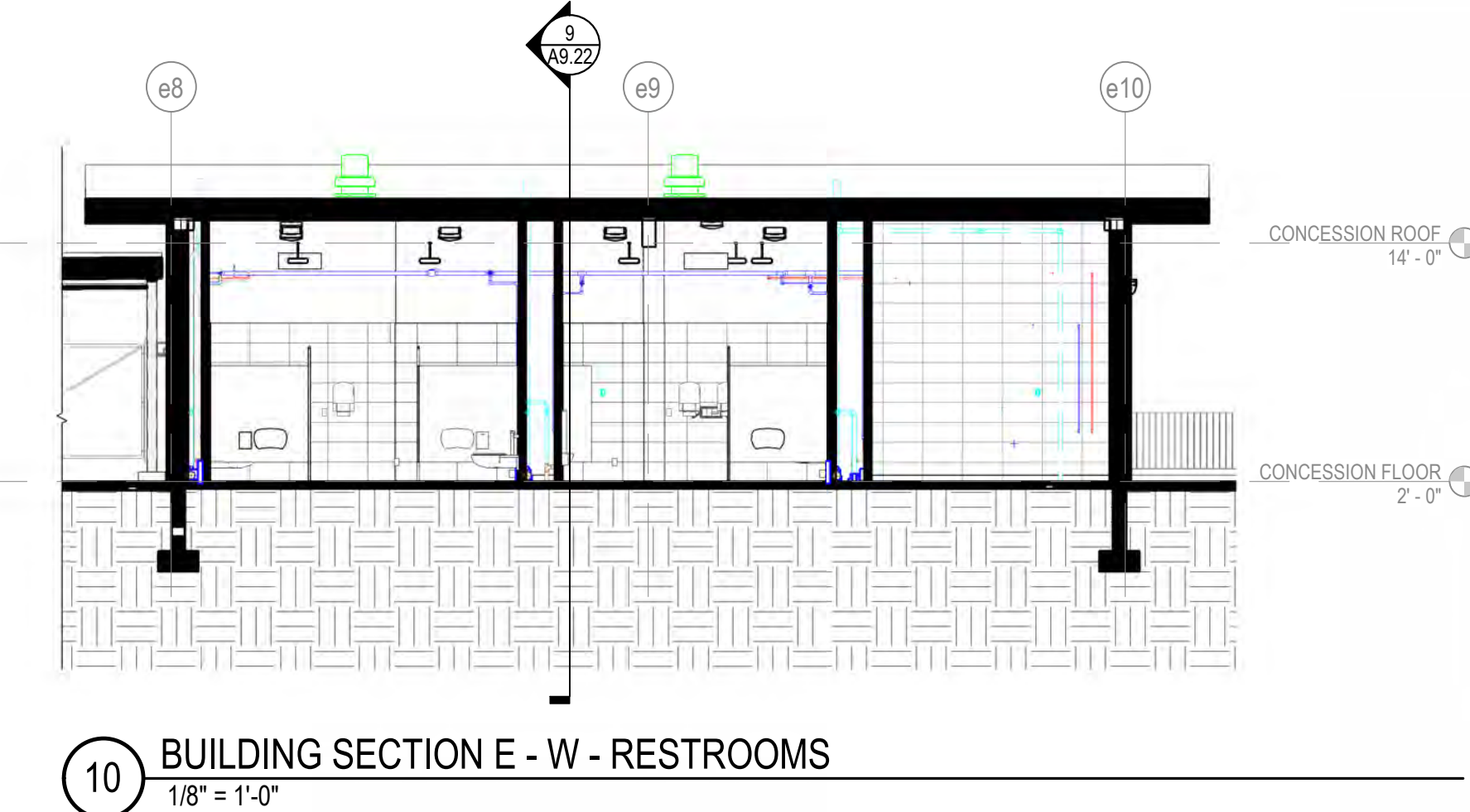
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A9.12



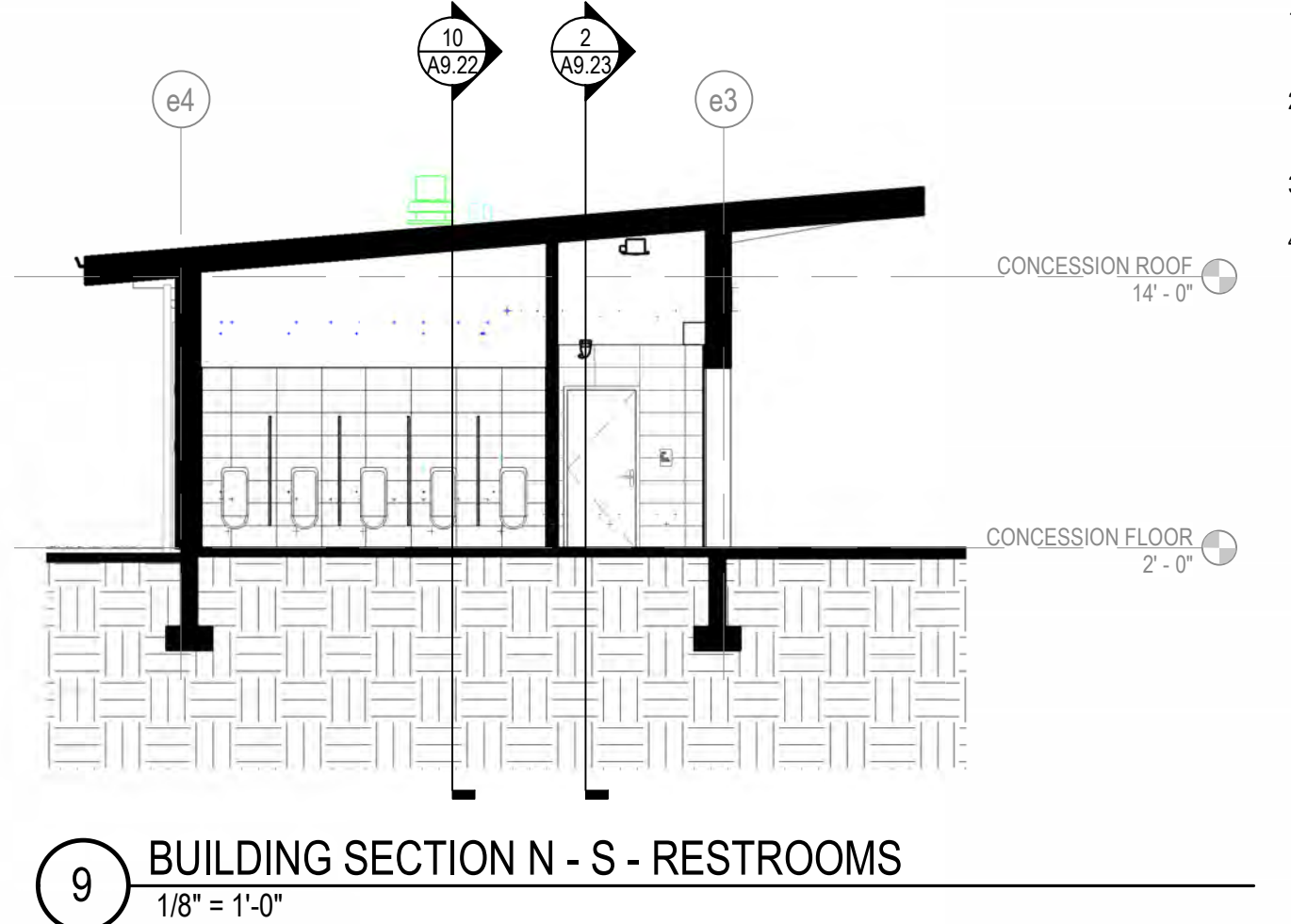
12 BUILDING SECTION NE - SW - CONCESSION
1/8" = 1'-0"



11 BUILDING SECTION NW - SE - CONCESSION
1/8" = 1'-0"



10 BUILDING SECTION E - W - RESTROOMS
1/8" = 1'-0"



9 BUILDING SECTION N - S - RESTROOMS
1/8" = 1'-0"

- GENERAL ELEVATION NOTES:**
- SEE ARCHITECTURAL FLOOR PLANS FOR WALL TYPES, WINDOW NUMBERS, DOOR NUMBERS, AND DIMENSIONS.
 - PLACEMENT OF WALL MOUNTED ITEMS (FIRE STROBE, DOOR OPERATOR BUTTON, WALL HYDRANTS, ETC) ARE DIMENSIONED TO CENTERLINE OF ITEM.
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INVISION
ARCHITECTURE

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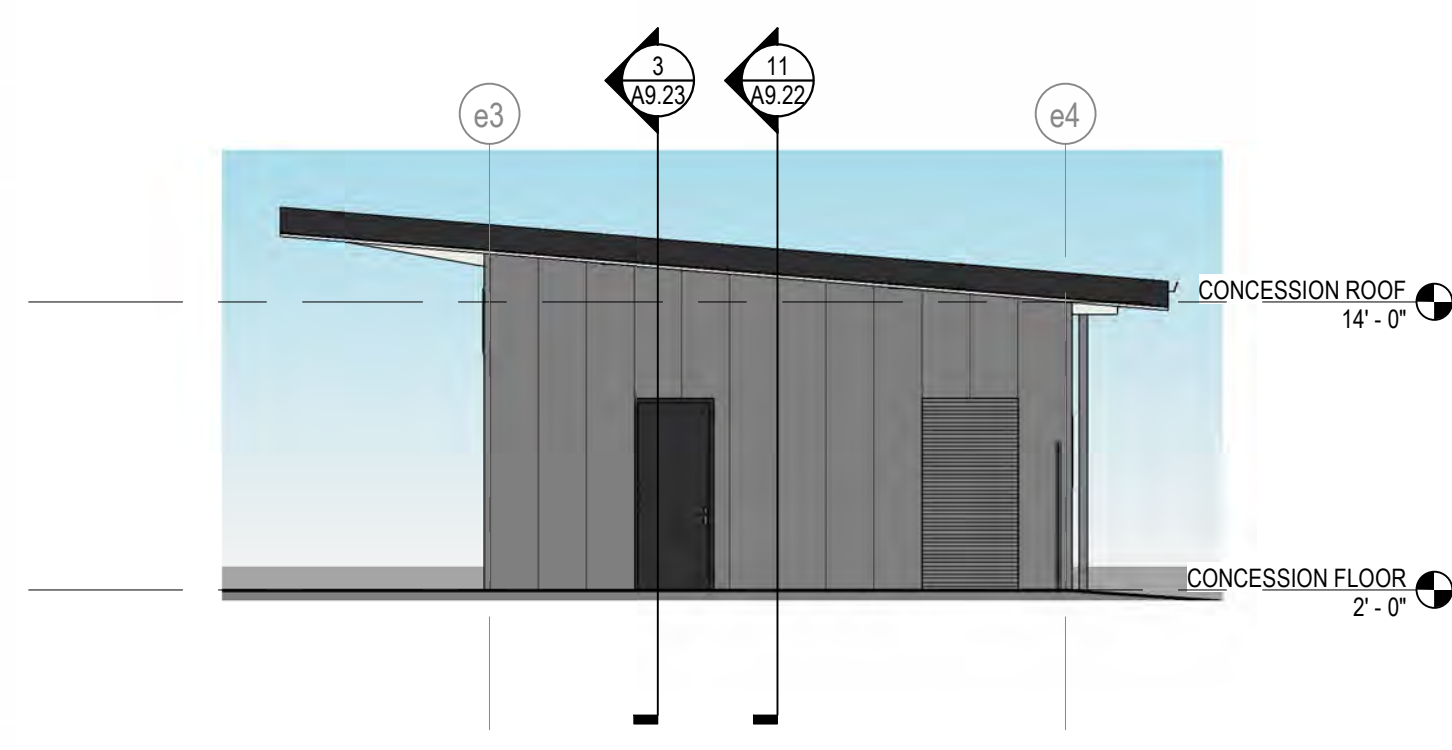
CONSULTANT:
CIVIL
LARSON
ENGINEERING, INC.
LANDSCAPE
BOLTON & MENK

STRUCTURAL
RAKER RHODES
ENGINEERING
MEP
KCL ENGINEERING

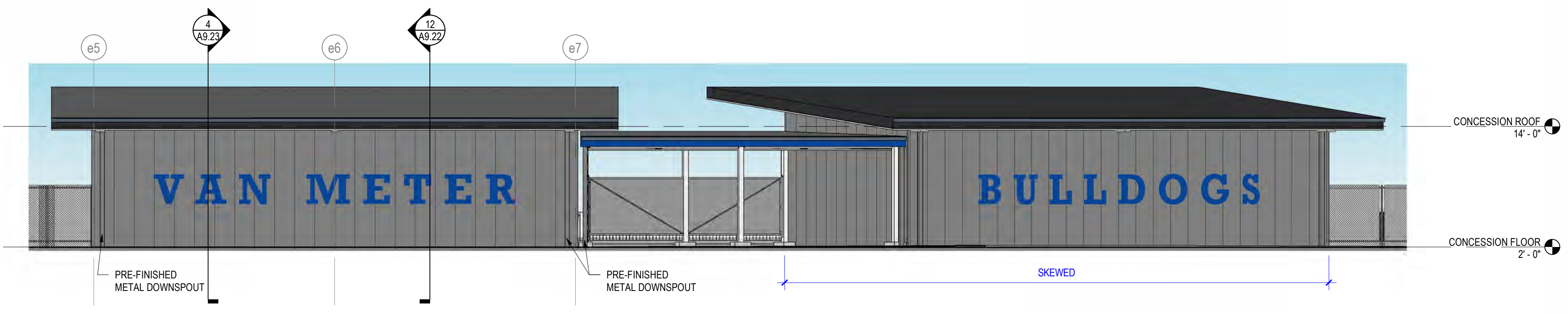
REVISIONS:

Description	Date	No.
ADD #3	12/05/2024	

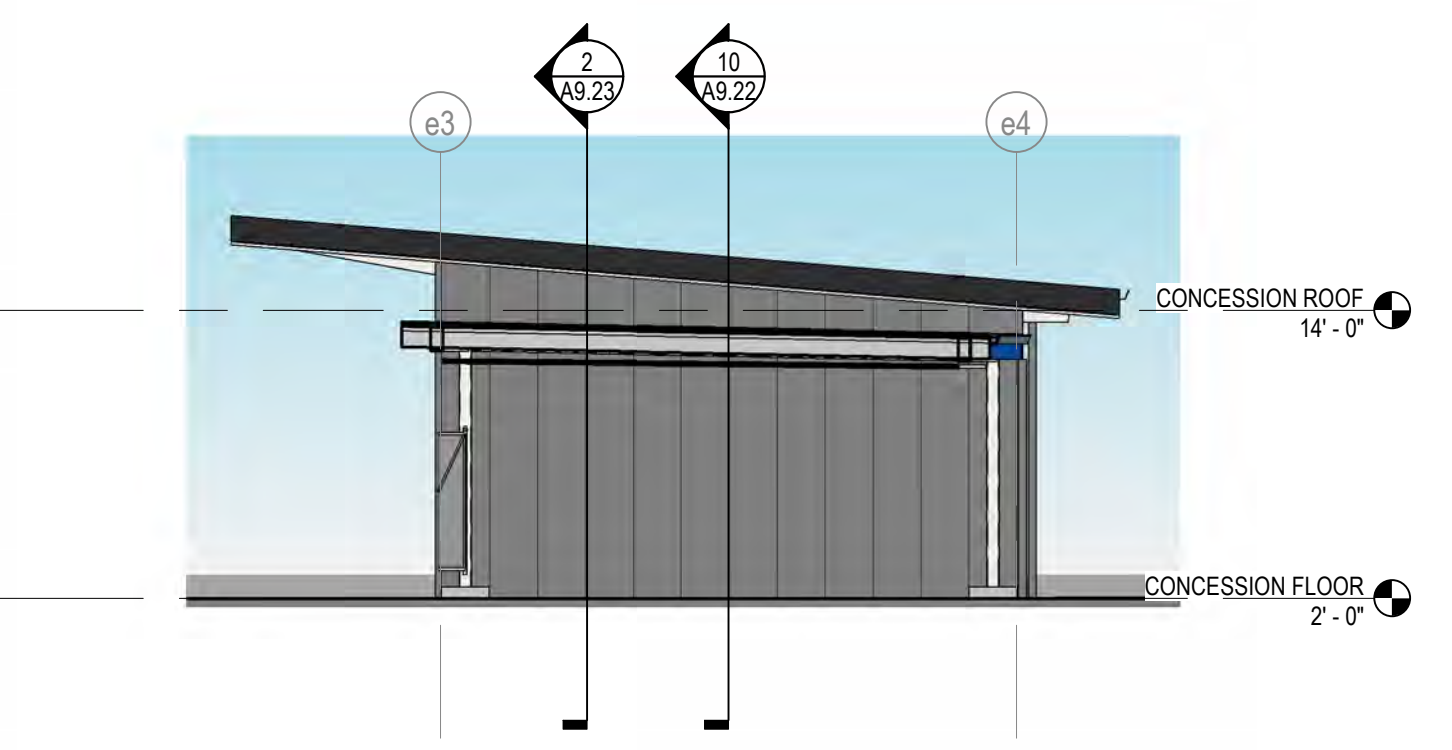
OWNER SIGN-OFF:
DATE _____ NAME _____



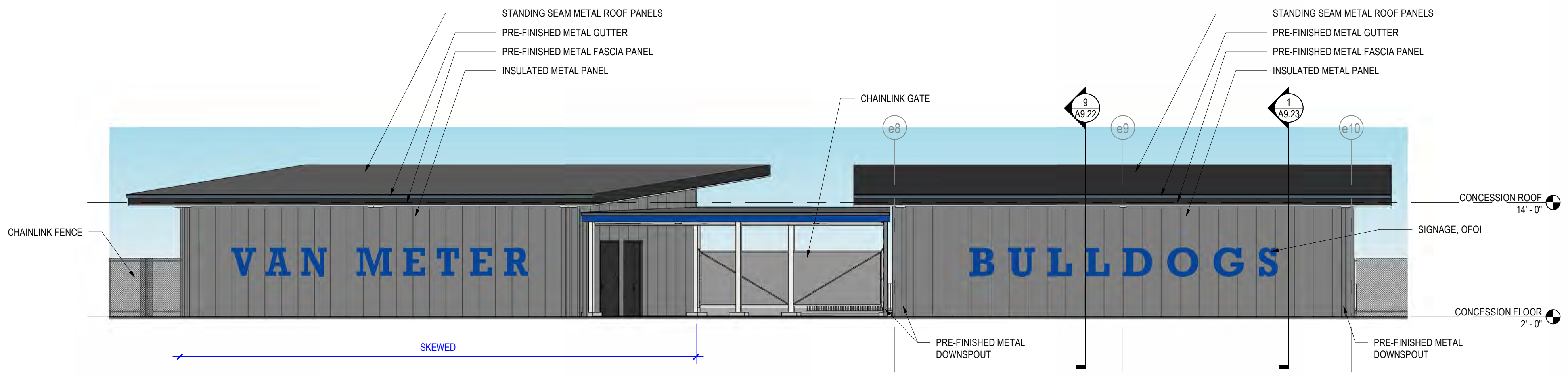
8 NORTHWEST ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



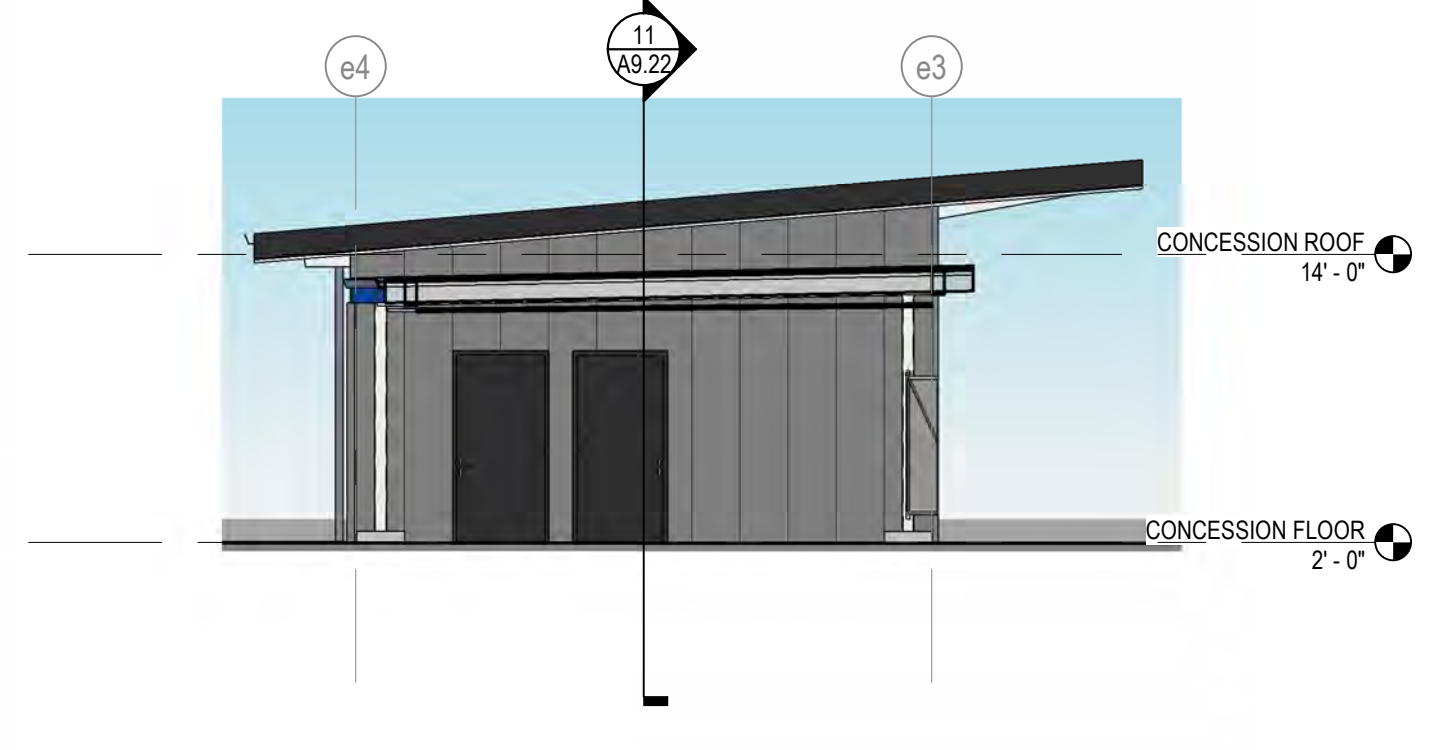
7 SOUTHWEST ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



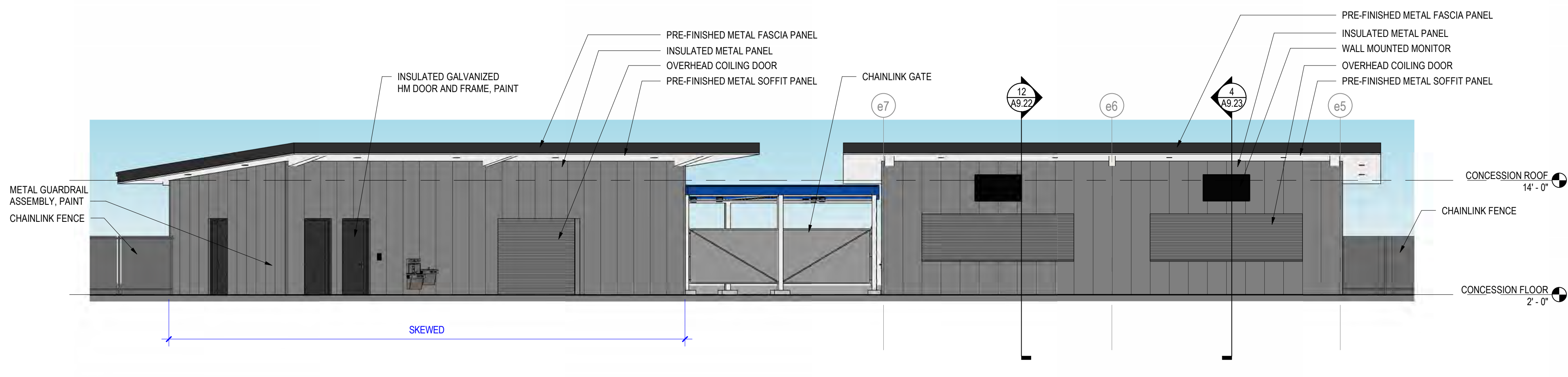
6 WEST ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



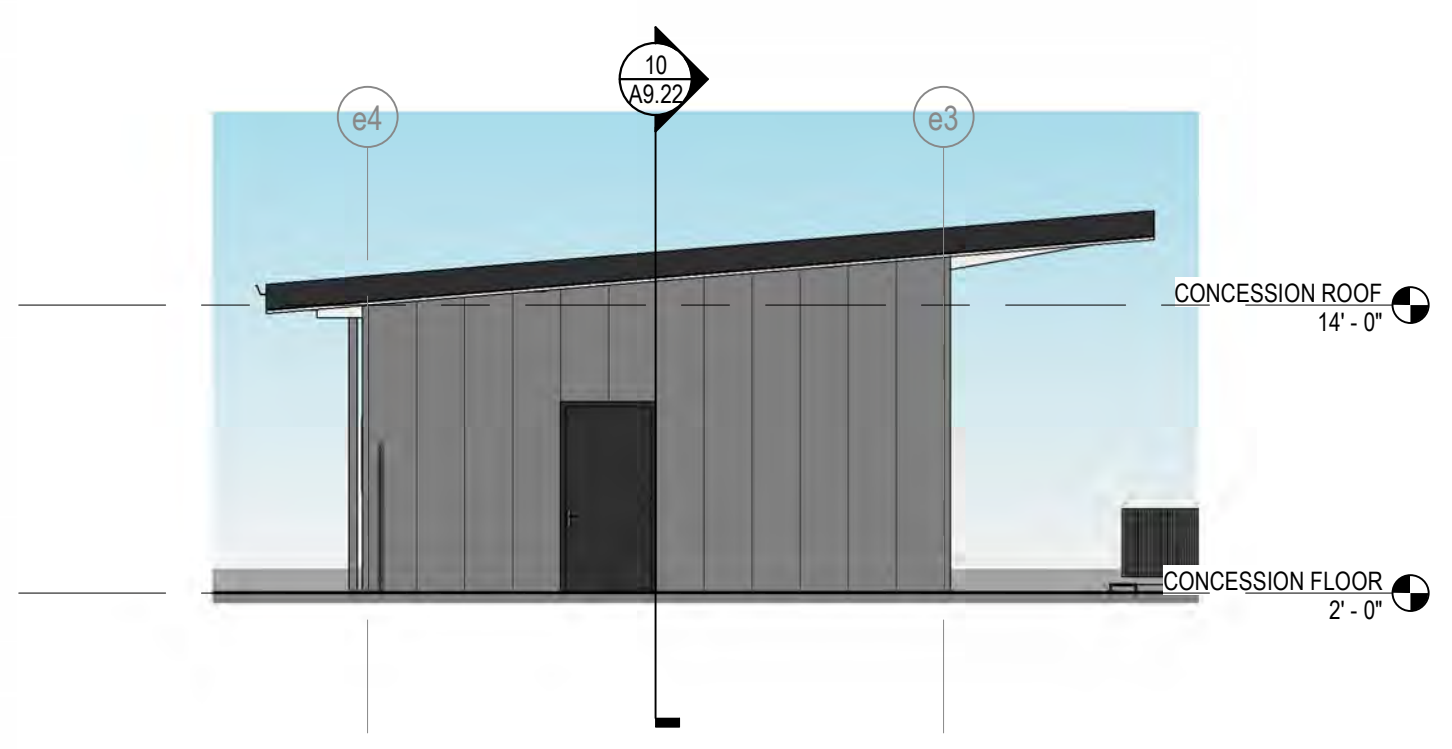
5 SOUTH ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



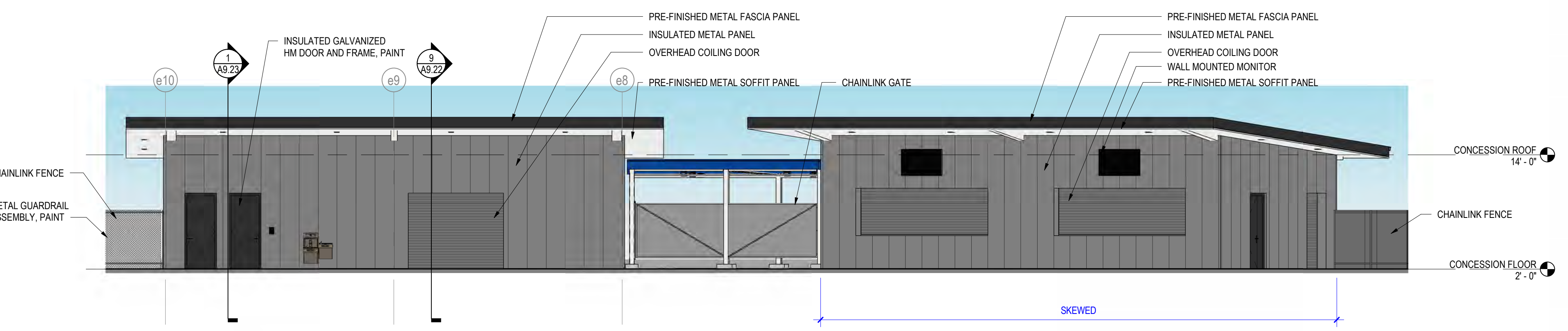
4 SOUTHEAST ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



3 NORTHEAST ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



2 EAST ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"



1 NORTH ELEVATION - CONCESSION / RESTROOM
1/8" = 1'-0"

VAN METER COMMUNITY SCHOOL DISTRICT
VAN METER SCHOOL ADDITION - BID ISSUANCE #3
 520 1ST AVE, VAN METER, IA 50261

PROJECT NO:
23086

DATE:
12/20/2024

SHEET SET:
CONSTRUCTION DOCUMENTS

SHEET NAME:
CONCESSION / RESTROOM - BUILDING SECTIONS & ELEVATIONS

SHEET:
A9.22

Agenda Item #23

Discussion and Possible Action:

Resolution #2025-17 Approving a Street Name Change - Arlington Avenue west of Park Street to West Arlington Avenue

The final plat has not yet been recorded. Upon review, City Staff proposes alter the name of the newly constructed portion of Arlington Avenue on the west side of Park Street to West Arlington Avenue. Planning & Zoning has reviewed and recommends.

Recommendation: **APPROVAL**

Sample Language: **Motion to Resolution #2025-17 Approving a Street Name Change - Arlington Avenue west of Park Street to West Arlington Avenue**

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: *Roll Call Please.*

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Resolution #2025-17

“A Resolution to Assign a Street Name”

Whereas, the City wishes to provide a street name to a newly constructed portion of street West of Park Street, and

Whereas, City Staff proposes a name of West Arlington Avenue, and

Whereas, the Planning & Zoning Commission has reviewed the proposed street name and recommends approval, and

Therefore, be it resolved by the Van Meter City Council that street name for the newly constructed street located in the City of Van Meter, West of Park Street, is assigned as follows:

West Arlington Avenue

Passed and approved January 13, 2025.

ATTEST:

Jessica Drake, City Clerk

Joe Herman, Mayor



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

September 26, 2024

Jessica Drake
City of Van Meter
310 Mill Street
P.O. Box 160
Van Meter, Iowa 50261-0160

VAN METER, IOWA
HUDSON HEIGHTS PLAT 2
SUGGESTED LOT ADDRESSES

Enclosed is a copy of a drawing showing the writer's suggestions for the lot addresses for Hudson Heights Plat 2. The writer is suggesting the break between Park Street addresses and Van Buren Drive addresses be between Lot 10 and Lot 11 opposite the intersection with Arlington Avenue. For Lot 22 and Lot 23 the writer has shown addresses on both street sides of the lot.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', written over a light blue horizontal line.

H. R. Veenstra Jr.

HRVJr:paj

193

Enclosure

Cc: Liz Faust
Paul Clausen, Civil Engineering Consultants

Agenda Item #14

Discussion and Possible Action:

Resolution #2025-18 Setting the Date of Public Hearing relating to a Proposed Budget Amendment for FY25

Submitted for: **Discussion and Possible Action**

Best practice is for City's to be reviewing budget to actual throughout the fiscal year and amend if needed. Due to several public infrastructure improvements scheduled for late FY25 that were not considered in the budget adoption, an amendment is necessary.

Recommendation: **APPROVAL**

Sample Language: **Motion to adopt Resolution #2025-18 Setting the Date of Public Hearing relating to a Proposed Budget Amendment for FY25 for Monday, February 10, 2025 at 7:00pm at the Van Meter United Methodist Church**

City Councilmember: _____ ***So moved.***

City Councilmember: _____ ***Second.***

Mayor: ***Roll Call Please.***

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

RESOLUTION #2025-18

"A Resolution Setting the Date of Public Hearing Relating to a Proposed Budget Amendment for FY25"

WHEREAS, the City of Van Meter has reviewed the budgeted to actual costs and projected projects for the remainder of FY25 and has determined that a budget amendment is necessary; and

WHEREAS, the City must hold a public hearing regarding the proposed budget amendment; now

THEREFORE, BE IT HEREBY RESOLVED, by the Van Meter City Council that the Public Hearing on a proposed amendment to Chapter 63 Speed Regulations is set for Monday, January 13, 2025 at 7:00pm at the United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261.

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

Passed and Approved this 13th day of January, 2025

Joe Herman, Mayor

Jessica Drake, City Clerk

Agenda Item #25

Discussion: Proposed 28E with DeSoto - Mutual Aid Police Services

Submitted for: **Discussion**

The new Chief of Police had suggested re-engaging in a 28E for mutual aid - police services. Chief Brown indicated that a conversation could be had. The City received a partially executed 28E and proceedings approving said 28E from DeSoto. The City of Van Meter had not reviewed or been involved in negotiations regarding the proposed 28E. The 28E provided by DeSoto is the exact same as the agreement that was terminated in 2024.

Chief Brown will be in attendance to discuss further.

RESOLUTION NO. 2025-09

RESOLUTION APPROVING A 28E AGREEMENT, ESTABLISHING MUTUAL AID LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF DESOTO AND THE CITY OF VAN METER, IOWA AND AUTHORIZING LOCAL OFFICIALS TO PERFORM THEREUNDER.

WHEREAS, it is in the best interest of the City of DeSoto and the City of Van Meter to have a joint agreement for the purpose of providing mutual law enforcement services and

WHEREAS, the City Councils find it in the best interest of the residents of DeSoto and Van Meter to have an agreement in place to provide mutual aid law enforcement services to the citizens of both communities; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of DeSoto, Iowa and the City of Van Meter, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor of each community is directed to execute the agreement on behalf of the city.

Passed and approved this 17 day of December, 2024.



Mitch Crozier, Mayor City of Desoto

Joe Herman, Mayor City of Van Meter

ATTEST:



Marcia Thomas, City Clerk

Jessica Drake, City Clerk

Agreement

An agreement establishing mutual aid law enforcement services between the City of DeSoto, Iowa and the City of Van Meter, Iowa and authorizing local officials to perform there under.

WHEREAS, the City of DeSoto and the City of Van Meter, Iowa are so located that it is to the advantage of each to extend aid to the others in respect to law enforcement services; and

WHEREAS, it is recognized that the use of peace officers to perform police or peace officers' duties outside the territorial limits of the governmental unit where such personnel or officers are regularly employed may be desirable and imperative under certain circumstances to preserve and protect the public health, safety, and welfare; and

WHEREAS, the City of DeSoto and City of Van Meter hereafter referred to as governmental agencies, deem mutual law enforcement services to be in the best interests of the communities; and

WHEREAS, the undersigned governmental agencies desire to participate under a mutual aid law enforcement service plan with said other governmental agencies according to the terms and conditions hereinafter set forth; and

WHEREAS, said governmental agencies consider authority exists under Chapters 280 & 28E of the Iowa Code to enter into a mutual aid agreement to jointly perform the services hereafter enumerated:

NOW THEREFORE IT IS AGREED between the City of DeSoto and the City of Van Meter to participate in a program of mutual aid law enforcement services under the provisions of Chapter 28E of the Code of Iowa, in accordance with the following terms and conditions:

1. **Authorization** Each agency does hereby authorize and direct its Police Chief to enter a plan for automatic mutual aid for the purposes of all aspects of law enforcement services. Such plan shall include a mutually agreed upon schedule for law enforcement services that provides for the best law enforcement coverage of both communities based on staffing and duty needs. The Police Chiefs are authorized and directed to work together on all aspects of law enforcement to include, but not limited to, investigations, training, public relations, special projects etc. There shall be no separate legal or administrative agency created by this 28E agreement.
2. **Power of Authority** Peace officers/employees who shall be commanded by their superior authority to maintain the peace or perform police duties or act in a law enforcement capacity outside the territorial limits of the unit which regularly employs such officers/employees shall be under the direction and authority of the local commanding officer of the governmental agency to which they are called to perform duties and shall be personnel of such governmental agency for purposes of final authority. Police officers who are called to perform such services (except as provided in paragraph 5 hereof) shall have all powers and authority of peace officers in such jurisdiction as provided by law, including the power of arrest and ability to enforce municipal codes.

3. **Compensation** Mutual aid law enforcement services shall be rendered without charge to a member of this agreement; provided, however, that as a result of having furnished aid, should the assisting governmental agency be required to seek assistance from another non-member governmental agency or authority, which imposes a charge for same, then in that event, the governmental agency originally seeking such aid shall reimburse the assisting governmental agency in an amount equal to the charge imposed upon the assisting governmental agency by the non-member authority assisting it.
4. **Rules and Regulations** The Police Chiefs of the member governmental agencies to the agreement shall establish uniform rules and regulations for giving and receiving aid, subject to the approval of the governing body of each member governmental agency. A copy thereof shall be filed with the clerk of each member governmental agency. The rules and regulations may be revised and amended from time to time by the Police Chiefs upon their unanimous agreement, subject to the approval of the governing body. Each revision or amendment shall be filed with the clerk of each member governmental agency to this agreement.
5. **Liability** All wages and disability payments, pension and workmen's compensation claims and benefits, damage to equipment and clothing, and medical expense and all other claims and benefits in connection with duties outside the jurisdiction in accordance with terms of this agreement shall be the responsibility of the governmental agency regularly employing such peace officers/employees.

6. **Effective Date of Agreement** This agreement shall become effective between governmental agencies upon the date of passage and execution by the last governmental agency which is a party to this agreement. The clerk of each member shall furnish the other member agencies copies of the resolution approving the agreement and authorizing execution, and a signed copy of the agreement shall be furnished to each party to the agreement.

7. **Reservation to Recall** The governmental agency herewith furnishing personnel and equipment to the other governmental agency or agencies in accordance with the terms of this agreement shall have the right to recall personnel and equipment while the same are in service with the governmental agency or agencies being assisted at any time the Police Chief or respective person commanding in their behalf determines that there is need for such personnel and equipment or part thereof, in the jurisdiction of the governmental agency furnishing the assistance. Upon notification of the Police Chief or of person commanding in their behalf, of the governmental agency being assisted, such Police Chief or commanding person shall release the personnel or equipment designated by the appropriate authority of the governmental agency furnishing the assistance either immediately or at such time designated by the authority of the governmental agency furnishing said assistance. The Police Chief or commanding person releasing such people and equipment shall order same to report at time and place designated by authority of the governmental agency requesting said release.

8. **Termination** The agreement shall remain in full force and effect indefinitely until such time as a member governmental agency passes a resolution terminating this agreement, which date of termination shall not be less than thirty (30) days after the date of passage of such resolution.
9. **Financing** All financing will be handled by the individual agencies in the same manner for the respective expenditures for personnel and equipment as is now done independently, and no joint financing or manner of financing is necessary to be established by the terms of this agreement.
11. **Disposition of Property** It is not required to set forth a method or methods to be employed for disposition of property upon partial or complete termination, as hereinbefore authorized, because all property will continue to be under the respective jurisdiction of the governmental agency owning same.
12. **Filing, Recording and Approval** This agreement shall be filed with the Secretary of State. That further, each member governmental agency to this agreement shall be responsible to obtain such approval on its behalf as may be required under chapter 28E of the 2023 Iowa Code, as amended.

NOW THEREFORE IT IS AGREED, between the City of DeSoto and the City of Van Meter, Iowa to participate in a program of mutual aid law enforcement under the provisions of Chapter 28E of the Code of Iowa, in accordance with the terms and conditions set in this document.

This agreement filed and dated by the respective parties as follows:

Dated this 17 day of December, 2024.

City of DeSoto



Mayor



City Clerk

Dated this ___ day of _____, 2024.

City of Van Meter

Mayor

City Clerk

Added - January 13, 2025

CITY OF DESOTO

Tentative Agenda for December 17, 2024

6:00 p.m. City Hall-Council Chambers

MAYOR: Mitch Crozier COUNCIL: Ted Davis, Wade Fox, Bobby Huntoon, Josh Minton and Dustin Padget

Call to Order/Roll Call.

1. Pledge of Allegiance.
2. Approval of the agenda.
3. Approval of the consent agenda: All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from the consent agenda and considered after other items listed on the agenda.
 - a. Approval of 11/19/24 Meeting Minutes
 - b. Claims and Timecards from 11/20/24 thru 12/17/24
 - c. November 2024 Financial Statement

CITY DEPARTMENT REPORTS:

1. Police Dept Report
2. De Soto Fire & Rescue
3. Library Dept Report
4. Public Works Report
5. Engineers Report
6. Clerk Report
7. Code Compliance Report

PUBLIC COMMENTS: This is an opportunity for any citizen to discuss any item that is not listed on the Agenda. (Please limit presentation to 3 minutes.)

PUBLIC HEARING; To discuss the rezoning of city property; parcels 1530135025 & 1530135026; Lots 3,4,5,6,7 Block 10; the city is requesting a zoning designation of R-1; Single-Family Residential District.

PUBLIC HEARING; To discuss the rezoning of approximately 62 acres owned by Bill & Galynne Chapman; parcels 142420008, 1424100004, 1424200010; amended plat of Chapman Estates; the Chapmans are requesting a zoning designation of M-2 Heavy Industrial District.

ACTION ITEMS:

1. Motion to approve the rezoning of city property; parcels 1530135025 & 1530135026; Lots 3,4,5,6,7 Block 10 to R-1 Single-Family Residential District.
2. Motion to approve the rezoning of approximately 62 acres owned by Bill & Galynne Chapman; parcels 142420008, 1424100004, 1424200010; amended plat of Chapman Estates; the Chapmans are requesting a zoning designation of M-2 Heavy Industrial District.

3. Motion to approve Resolution 2025-09; A Resolution approving a 28E Agreement between the City of De Soto and the City of Van Meter, Iowa and authorizing local officials to perform thereunder.
4. Motion to approve Resolution 2025-10; A Resolution waiving the right of review of the retracement survey for part of tax parcel 1424100004, Dallas County, Iowa; (Bill Chapman property).
5. Motion to approve Adam Hilgenberg as the De Soto Fire Chief
6. Motion to approve Tim Murray as the De Soto Assistant Fire Chief.
7. Motion to approve Simmering-Cory's proposal for grant writing and administrative services related to the City's Well Development Project.
8. Motion to approve PLS Legal Update; estimated cost \$640; Police Dept training and Reserves.
9. Motion to increase the amount to \$1,000 for employees to purchase without Council approval.
10. Motion to approve donation of 2015 Ford Explorer to the De Soto Police Dept.

DISCUSSION ITEMS:

1. Round Table.
2. Adjourn until next regular scheduled council meeting @6:00p.m., January 21, 2025 @City Hall.

NOTE: Please refrain from talking or other distracting conduct during the business meeting unless recognized by the Mayor and/or a council person. The Council may go into closed session when it determines that a closed session is necessary for any other reasons set forth in Chapter 21 of the Code of Iowa on the affirmative vote of 2/3 of the council or of all the members present at the meeting.

POSTED: December 13, 2024

Agenda Item #26

Discussion: Workshop Start Time Change

Submitted for: **Discussion**

The UMC had initially requested that Council move their workshops to the area behind the sanctuary in the meeting space to eliminate cross over with the day care traffic. They recently requested that the start time change to 6:15 to eliminate any possible crossover.

Please note that the start time for WORKSHOPS only will now be at 6:15 and will move back to the fellowship hall.

Agenda Item #27

Discussion: Water Tower Lease Space

Submitted for: **Discussion**

The City entered into a lease agreement in 2024 to allow for space on the water tower to be used by Dallas County Data to enable internet services in exchange for services. City Hall experienced ongoing service issues and had to switch to a different provider to eliminate downtime during business hours. The 505 building has also encountered several issues, although they seem to be a little better over the last month.

Council needs to determine if the lease in exchange for services is still the best path for this particular lease. **The value of the services is approximately \$4800.00.**

Added January 13, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made as of the ^{12th} day of June, 2023 (the "Effective Date"), by and between the City of Van Meter, Iowa, having an address of 310 Mill Street, PO BOX 160, Van Meter, IA 50261 (the "Lessor") and Dallas County Data, LLC, having an address of 917 Main St, Adel, Iowa 50003 (the "Lessee").

WHEREAS, Lessor is the owner of a parcel of land located at 2684 Brookview Lane, Van Meter, Iowa, in the County of Dallas, State of Iowa (the "Property") which has a tower (the "Structure") located thereon (the Property and the Structure are, collectively, the "Site"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Lessee desires to use the Site for the purpose of installing and maintaining wireless data communications equipment and mounting a ground pole for an equipment cabinet.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the exclusive right to install, maintain and operate wireless data communications equipment (the "Equipment"), including antenna mounting space on the Structure and ground space measuring 2' x 3', which is more specifically described in the equipment and Site Plan Description, Exhibit B, for the transmission and reception of radio communication signals for the purpose of providing broadband wireless internet service. The Equipment shall be configured and located as set forth in Exhibit B.

2. TERM. The term of this Agreement shall begin on the Effective Date indicated above and shall continue for three (3) years (the "Initial Term"). This Agreement shall automatically renew for four (4) additional term(s) of three (3) years (each an "Extended Term"), unless Lessee notifies Lessor or Lessor notifies Lessee in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then existing Term. The Initial Term and any Extended Term are collectively referred to herein as the "Term." Each Extended Term shall be subject to the same terms and conditions as set forth herein.

3. PAYMENTS. In consideration for Lessee's use of the Site, Lessee will provide to Lessor broadband service to all of the City of Van Meter Municipal Buildings and properties as specified on Exhibit C.

4. ACCESS TO SITE. Lessor agrees that Lessee shall have 24/7 access to the Site for the purpose of operating, installing, and maintaining the Equipment, along with all related utility wires, cables and conduits, provided such access is only exercised by representatives of Lessee who are trained, certified, and insured to access the Site for such purposes. Lessor shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized and insured representatives, engineers, employees, or contractors of Lessee may enter the Site. Lessee shall use the Site, including configuration and positioning of equipment, in a manner which will not unreasonably interfere with access of Lessor to its water tower or disturb the occupancy of

or cause technical interference to Lessor or other lessees with tenancies which predate the execution of this Lease.

5. MODIFICATION. Any proposal to modify or add to the Equipment on Site must be submitted to Lessor for formal review and approval.

6. MAINTENANCE. Lessee shall, at its sole cost, operate, maintain and repair the Equipment along with Lessee's related improvements, antennas, equipment or other property approved by Lessor, in good working condition. Lessor shall not be responsible for inspection, maintenance, or operation of Equipment at any time.

The Lessee agrees to temporarily remove the Equipment from the site at the Lessee's expense should the Lessor need to paint or conduct major maintenance upon the water tower that would interfere with the placement of the Lessee's Equipment.

7. TRANSFER OF INTEREST/ASSIGNMENT.

7.1. This Agreement does not prevent sale or exchange of the Property by the Lessor. However, any transferee of Lessor's interest in the Property takes such interest subject to this Agreement.

7.2. So long as the Lessee is not in default in the performance of any of the terms, covenants or conditions of the lease on the Lessee's part to be performed, the Lessee's possession of the leased premises and the Lessee's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party and the Lessee's occupancy of the Site shall not be disturbed by any subsequent mortgagee, lender or acquiring party for any reason whatsoever during the Term or any Extended Term.

Provided (i) Lessee complies with this Agreement, (ii) Lessee is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan or purchase agreement and any proceeding to foreclose the same will not disturb Lessee's possession under the Agreement and the Agreement will not be affected or cut off thereby.

7.3. Lessee may assign or transfer this Agreement at any time upon written notice to the Lessor, to: (i) any affiliate of Lessee; (ii) any entity resulting from a reorganization of Lessee or its affiliates; (iii) any entity which acquires a majority of Lessee's equity or assets by way of sale, merger, consolidation or other event. For purpose herewith, an affiliate shall mean any entity that controls, is controlled by, or under common control with Lessee. Provided, however, that the terms and conditions of this Agreement are equally binding on the Assignee or Transferee.

8. TERMINATION. In addition to other rights to terminate this Agreement:

8.1. If a party hereto is in default of any provision of this Agreement and has failed to cure such default in accordance with Section 8 herein, the non-defaulting party may terminate this Agreement upon notice to the defaulting party.

8.2. Either party shall have the right to terminate this Agreement immediately upon notice to the other party if (a) the other has filed a petition in bankruptcy, is insolvent, or has sought relief under any law related to such party's financial condition or its ability to meet its

payment obligations; or (b) any involuntary petition in bankruptcy has been filed against the other party, or any relief under any such law has been sought by any creditor(s) of such party, unless such involuntary petition is dismissed, or such relief is denied, within thirty (30) days after it has been filed or sought.

8.3. Notwithstanding anything contained herein to the contrary, Lessee may terminate this Agreement upon sixty (60) days written notice to the Lessor if Lessee reasonably determines that the Site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

8.4. Upon termination of this Agreement for any reason, Lessee will remove its Equipment within ninety (90) days and restore the Site to its original condition, notwithstanding reasonable wear and tear. If the Lessee does not remove its Equipment within ninety (90) days, then the Lessor may remove the Equipment and all expenses of such removal shall be assessed to and paid by the Lessee including attorney fees and court costs for Lessor's collection efforts.

9. DEFAULT.

9.1. In the event there is a default by the Lessee with respect to any of the provisions of this Agreement or its obligations under it, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Lessor will not hold this Agreement in default so long as the work required is being done continuously and diligently. Lessor may not maintain any action or affect any remedies for default against Lessee unless and until Lessee has failed to cure the same with the time periods provided in this paragraph.

9.2. In the event there is a default by the Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such default. After receipt of such written notice, Lessor shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Lessee will not hold this Agreement in default so long as the work required is being done continuously and diligently. Lessee may not maintain any action or affect any remedies for default against Lessor unless and until Lessor has failed to cure the same with the time periods provided in this paragraph.

10. INDEMNIFICATION.

10.1. To the extent allowed by law, Lessor shall indemnify, defend (using mutually agreeable legal counsel) and save Lessee harmless from and against any and all claims (including lien claims), suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Lessor's occupation, use or improvement of the Site, or that of its employees, agents, or contractors; (b) Lessor's breach of its obligations hereunder; or (c) any act or omission of Lessor or any officer, agent, employee, guest or invitee of Lessor, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Lessee or its agents or

employees.

10.2. Lessee shall indemnify, defend (using mutually agreeable legal counsel) and save Lessor harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Lessee's occupation, use or improvement of the Site, or that of its employees, agents, or contractors, including but not limited to Lessee's claims arising from the installation, use, maintenance, inspection, repair or removal of the Lessee's Equipment (including damage to the Structure); (b) Lessee's breach of its obligations hereunder; or (c) any act or omission of Lessee or any sublessee, licensee, assignee or concessionaire of Lessee, or of any officer, agent, employee, guest or invitee of Lessee, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Lessor or its agents or employees.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUTOF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.

12. INSURANCE. Throughout the Term of this Agreement, Lessee, at Lessee's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and for damage or destruction to property, or such larger limits as are commercially prudent with the passage of time. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may obtain. Lessor shall be named an additional insured on all such policies and coverages. Lessee shall furnish adequate proof of insurance consistent with this paragraph to Lessor prior to accessing Site. Annually, thereafter Lessee shall provide Lessor with the insurance certificates documentation such coverage and the Lessor's status as an additional insured.

13. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

LESSOR: City of Van Meter
310 Mill Street
PO BOX 160
Van Meter, IA 50261

And

John F. Fatino
699 Walnut Street, Ste. 2000
Des Moines, IA 50309

LESSEE: Todd Chapman
Owner
Dallas County Data, LLC
917 Main St
Adel, IA 50003

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

14. DUTIES OF LESSEE. Lessee agrees:

14.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense.

14.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.

14.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.

14.4. To keep the Site free of mechanics and materialmen's liens.

14.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Lessor, or if applicable, other lessees of the Site. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference.

15. DUTIES OF LESSOR. Lessor agrees:

15.1. To permit Lessee or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.

15.2. If Applicable, allow installation of an electrical meter accessible to the Equipment.

15.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of the Lessee, subject to the other provisions hereof. Permitting any use which Lessee does find to interfere with Lessee's operations will constitute a breach of this Agreement.

15.4. To notify Lessee in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 Mhz, 2.4 Ghz, 3.65 Ghz, and 5-5.9 GHz UNII, 11 Ghz, 18 Ghz and all other ISM bands. This provision does not apply to any leases currently in effect for such use, nor to the potential renewal of such leases.

16. MISCELLANEOUS.

16.1. Ownership of Property - Lessor warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.

16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.

16.3. Confidentiality - Subject to the Iowa Open Records Law, Iowa Code Chapter 22, the parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term "Confidential Information" means all non-public information about the disclosing party's business or activities, which shall include all business, financial, technical, and other information of such party. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except:

(a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

None of the obligations outlined in this Paragraph apply to Confidential Information which is subject to the Iowa Open Records Law, Iowa Code Chapter 22. The Parties recognize that Lessor is a public entity governed by Iowa Code Chapters 21 and 22. Lessee acknowledges that Lessor may discuss this Agreement or any aspect of its relationship with Lessor in accordance with Chapter 21 and may receive requests from third parties made pursuant to and in accordance with Chapter 22 to disclose confidential information in its possession. Lessor shall notify Lessee of any request it receives for records covered by this Agreement. If Lessee consents to the release of such record or records they shall be released. If Lessee does not consent to release Lessor may, upon advice of counsel continue to refuse release. If, however, Lessor is advised by counsel to release a record it shall give Lessee notice of intent to release. If Lessee continues to insist the record not be released Lessor shall tender the defense of any claim to Lessee, reserving to both Lessor

the right to release the record and Lessee the right to seek an injunction to prevent release. Every other paragraph of this Agreement notwithstanding, this paragraph shall control in regard to any claims made by persons other than the Parties hereto making a request for information disclosed under this Agreement.

16.4. Governing Law/Waiver of Jury Trial- This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Iowa, without regard to its conflict of law provisions. Any action brought under this Agreement shall be filed in the Iowa District Court for Dallas County and each party waives their right to a jury trial in any dispute regarding this Agreement.

16.5. Attorneys' Fees - If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a party, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other party, the other party shall indemnify and hold the first party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.

16.6. Waivers - Any waiver of any provision of, or right included in, this Agreement must be in writing and signed by the party whose rights are being waived. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right.

16.7. Modifications - No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by authorized representatives of both parties.

16.8. Severability - The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement; and, if any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

16.9. Relationship. The parties act as independent contractors, and do not intend to create a joint venture, partnership or any agency relationship between themselves or their respective successors in interest.

16.10. Survivability - The indemnity obligations of this Agreement are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

16.11. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.

16.12. Counterparts - This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.

16.13. Approval – This Agreement shall not be binding unless and until approved by the City Council of the City of Van Meter. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect.

Exhibit A
PROPERTY

Water Tower Legal Description and Location

Location: 2648 Brookview Lane, Van Meter, IA

Legal Description: *Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 27, Township 78 North, Range 27 West of the 5th P.M., Van Meter, Dallas County, Iowa; thence S 00 Degrees 00' along West line of said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) 657.50 feet to the South line of the North half (N 1/2) of the said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4); thence N 89° 47' E 250.00 feet to the Point of Beginning; thence N 00° 13' W 1 00.00 feet; thence N 89° 47' E 1 00.00 feet; thence S 00 Degrees 13' E 1 00.00 feet; thence S 89° 4 7' W 1 00.00 feet to the Point of Beginning.*

Exhibit B
Equipment and Site Plan Description

Dallas County Data to add

EXHIBIT C

City of Van Meter Municipal Buildings and Properties

LOCATIONS: City Hall – 310 Mill Street, Van Meter, IA 50261
Public Works Shop – 600 Debra Drive, Van Meter, IA 50261
Public Safety Building – 505 Grant Street, Van Meter, IA 50261
Rec Complex Concession Stand – 100 Sports Park Drive, Van Meter, IA 50261

Agenda Item #28

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) Staff toured the Grimes Library and the Colfax City Hall. It was arranged by Invision representatives who met us at both locations.
- 2) Staff met the Invision representative at their current location (505 Grant) and then at the 601 Main building to discuss the building project.
- 3) Continue to work with Dorsey and Whitney on the Microsoft development agreement.
- 4) Jess worked with V&K to calculate the fees associated with review and applicable fees for Microsoft development agreement.
- 5) Continue to meet with Microsoft regarding infrastructure, specifically a new water tower in that area.
- 6) Liz, Joe, and Randy met with COPT to discuss their datacenter needs. It was the first meeting for Randy with them.
- 7) Liz and Randy met with Shive Hattery (on behalf of COPT) to discuss the overall datacenter needs in more detail.
- 8) Liz and Deron Durflinger met with a community affairs manager with Microsoft to discuss educational opportunities for VMCS students. A broader discussion was had regarding future partnering on other projects.
- 9) Jess attended a condemnation hearing in Dallas County regarding the address: 315 2nd Ave. The next hearing is scheduled for January 17, 2025, at 2P.
- 10) We provided the auditors with our final responses to a couple of their findings. We were able to correct some of them and for others there is a plan in place to incorporate new processes.
- 11) We have a draft audit report. They are scheduled to attend the February 10, 2025, meeting to present to the council.
- 12) Jess met with department heads to review their budget requests. We met with the finance committee to discuss the budget requests and the proposed budget. We also discussed the budget amendments that will be made for FY25 (current budget).
- 13) We held bid letting for the water main project and the Arlington Ave project. Water main was awarded in the January meeting. Arlington Ave will be awarded at the February meeting.
- 14) Water main replacement preconstruction meeting is scheduled for this week.
- 15) Liz and Jess will meet with our insurance account executive to discuss rates for FY26 so that we have a more reflect a more accurate estimated expense for the budget.
- 16) Updated the employee handbook for 2025.
- 17) Assisted Fire Chief Schmitt on the Fire Department handbook for 2025. Most of the preliminary work was done by Larain.

- 18) Larain has identified some potential vacant residential building codes that may be able to be used in Van Meter.
- 19) Larain updated all the utility billing cash balancing which was part of the audit.
- 20) Larain is looking at sample administrative policy manual i.e. credit card policies, investment policies, asset disposal, day-to-day type activities to assist staff in creating a policy manual.
- 21) Larain is also taking on more accounts payable responsibilities.
- 22) There is an unmetered water connection at 5370 Bulldog. The homeowner was informed via a certified letter they must disconnect from the service line or install a meter to start paying for the water. They have exceeded the allotted time. Drew spoke to the homeowner who indicated they are removing the service line that feeds the irrigation system. Drew extended the timeline. We will continue to monitor. Next step is to site them for a municipal infraction which carries up to a \$750 fine.
- 23) There are at least 3 rental properties due for reinspection due to failed initial inspections within the next 2 weeks. No permits have been pulled to correct deficiencies. If they do not pass reinspection, condemnation proceedings will begin.

December 18, 2024

Re: 5370 Bulldog Avenue, Van Meter, Iowa

To Whom It May Concern:

It has recently come to the attention of the City of Van Meter that the property at 5370 Bulldog Avenue, Van Meter has an unmetered irrigation connection. This connection is not allowed under the City Code, Sections 91.02 Water Use Metered and 90.03 Mandatory Connections. It is our understanding that the residents of the property have been informed of the obligation to install a meter to this connection. Previously, the contract seller of the property was informed of this requirement as well.

We are writing to both the contract seller and the residents to rectify the situation. Your options are to contact the City's Public Works Department to schedule a time to have the City install an irrigation meter at the cost of \$575 or you need to have a licensed plumber remove the bypass. If you pursue the option of removing the bypass, the City will need to reinspect the property following completion of the work.

Please be further advised that failure to rectify the situation will result in a municipal infraction being filed against all concerned. A municipal infraction would provide the City the opportunity to obtain a court order to have the matter fixed with associated monetary penalties. Please advise the City Clerk within 10 days of the date of this letter which remedy you have opted to pursue (including information which plumber has been retained and when the work is scheduled to take place if you pursue that avenue) via email at jdrake@vanmeteria.gov.

Please take notice and govern yourself accordingly.

Sincerely,



City Clerk

Public Works Report

January, 2025

- 1: Have had a few minor snow events. The new sanders and plow are working great.
- 2: The water tower inspection was performed. There was ice in the tower making inspection difficult. Dixon will be out in the spring to perform camera inspection in the wet bowl. Ice formation is concerning. Tower levels will need to be adjusted to have a more frequent flow of warmer water to minimize ice formation.
- 3: Had to fix some wiring for well #2. C&K Electric assisted in diagnosis of the problem. Well #2 is functioning properly now.
- 4: The new booster station had a copper line break. I fixed the line but the pump was making a very loud screeching noise. I took the pump off line and put the other 2 pumps in the lead. A technician was sent out to diagnose the problem. The pump is now functioning as expected and back online. Also, the heater quit working at the same time. A technician was sent out and it is now functioning. I am not sure if the two problems were related or a coincidence.
- 5: An impeller on a pump at the old booster station is nearing its life expectancy and water gallons per minute are significantly lower than they should be. I have received a quote to replace.
- 6: More demolition work has happened at the Dahl building.
- 7: Did a walk through at the Dahl building with the architects.
- 8: Installed numerous new meters and endpoints
- 9: Arlington reconstruction bid letting on January 8, 2025. Alliance Construction was the low bid.
- 10: Still working to get punch list items complete for Hudson Heights II.
- 11: The bucket truck is having issues with the electrical switches that control the boom. Hope to have it up and running next week and Christmas lights down.
- 12: I have been looking at the new school addition plans as it will affect the city's infrastructure.
- 13: I hope everyone had a wonderful Holiday stecth.

Year to Date Statistics

01/01/2024

	<u>Total Calls:</u>	<u>Traffic Stops:</u>
<u>Y2D:</u>	1,488	759

December Statistics

	<u>Total Calls:</u>	<u>Traffic Stops:</u>
<u>Month:</u>	135	85

Training/ Updates

Another year in the books with a total of 1,488 total calls for service for the year. Up 86 calls from 2023 and 582 from 2022 year end totals.

Department heads got together and toured a few buildings that were projects of the current architectural firm to get ideas from previous projects while also getting ideas for our upcoming project.

In December the department participated in community outreach programs to include Shop With A Cop taking underprivileged children shopping to ensure they had a very merry Christmas.

Food baskets that were provided by the Dallas County Sheriff's Office Benevolent Association were also delivered to residents in need for the holidays.

We look forward to what the new year has for us as well as the city.

Please feel free to reach out to any of us if you have any questions or concerns, thank you all and Happy New Year!



Van Meter Fire Department Fire Chief Mark Schmitt

Monthly Report to Council

December 2024

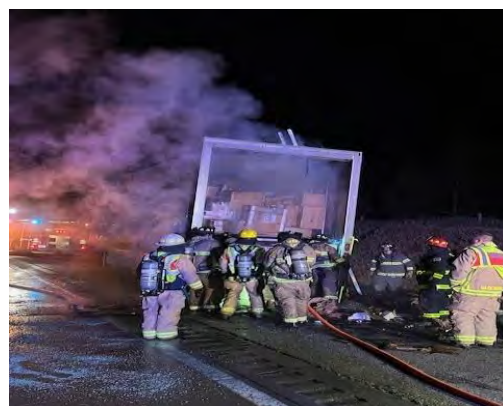
Training

No training in December, we take the month off.

Significant Calls

The month of December was slower than the previous month, with 22 total calls. The breakdown of calls is at the end of this report.

We continue to see a good number of calls on Interstate 80. Below are a couple of pictures of calls we had on the Interstate. During the roll-over, we ended up transporting to the hospital 7 total patients, all with minor injuries thank goodness. The other picture is in the early morning hours of December 21st. A FedEx truck hauling 2 trailers had brake issues and the contents of one of the trailers caught on fire.



Projects, Activities, and Special Events

Nothing to report for December.

Boards, Groups, and Associations

Nothing to report for December.

For the Good of the Department

Administrative Clerk Larain Climer designed new Fire Department Logos for us to choose from. Firefighter Jarin Young edited 3 different logos, the members voted, and the final logo is now our new fire department patch. The final patch is shown below.



Van Meter Fire escorted Santa to town on the Fire Truck.

Monthly Call Report

<i>December 2024</i>	<i>Total</i>	<i>Responded</i>	<i>No Response</i>	<i>Fire</i>	<i>EMS</i>
<i>De Soto</i>	<i>12</i>	<i>10</i>	<i>2</i>	<i>5</i>	<i>7</i>
<i>Van Meter</i>	<i>10</i>	<i>9</i>	<i>1</i>	<i>5</i>	<i>5</i>
<i>Mutual aid</i>					
<i>Total</i>	<i>22</i>	<i>19</i>	<i>3</i>	<i>10</i>	<i>12</i>

Of the 3 no response calls, 2 were EMS calls to DeSoto, and 1 EMS call in Van Meter.

2024 Total calls = 366

2023 Total calls = 372

2022 Total calls = 362



Director's Report
 Submitted by Jonatha Basye, January 6th, 2024

Statistics for December 2024

	This Month	Year to Date	Last Year to Date
VISITORS	480	3103	2368
CIRCULATION			
Books- Adult	160	1218	663
Books- Teen	10	156	123
Books- Juvenile	600	4339	3388
Misc	47	305	125
DVD	42	311	292
E-Books & Audio Books	388	2536	2006
Total Circulation	1247	8865	6597
PROGRAMMING			
Juvenile Programs Offered	14	65	61
Juvenile Program Attendance	250	958	1148
Adult Programs Offered	1	9	8
Adult Program Attendance	62	102	306
Total Attendance	312	1060	634
OTHER SERVICES			
Reference Questions	60	401	325
Wireless Usage	64	518	393
Computer Usage	5	60	76
MATERIALS			
Items Added	21	808	544
Items Deleted	14	626	506



Work reflected took place between December 5th and January 11th

- December 5th--Joan completed library assistant certification through the State Library of Iowa; PM Storytime
- December 6th--Sips & Snacks
- December 7th--Winter Fun @ the Library
- December 9th--City Council Meeting
- December 10th--AM Storytime; Chick-Fil-A Food Truck; Building Tours with Invision
- December 11th--Verkader Meeting; Super Charged Storytimes Webinar through State Library of Iowa; Library Board Meeting
- December 12th--University Kids Outreach; Building Projects 101 Webinar through State Library of Iowa; ISLA (Iowa Small Library Association) Board Meeting
- December 13th--Kids Care Outreach; Inspired Kids Outreach
- December 14th--Opened late due to weather; Winter Wonderland Dioramas
- December 16th--Pokemon Card Swap
- December 17th--BOS Meeting in Adel to present budget for Dallas County Libraries; Best Books of the Year webinar through State Library of Iowa
- December 19th--Closed
- December 23rd-25th--Closed
- December 27th--Heart Health Explorers
- December 31st-January 1st--Closed
- January 6th--Winter Reading Bingo begins
- January 7th--PM Storytime
- January 9th--PM Storytime; Meet with Invision
- January 10th--Building tour at Prairie City Public Library

We were very busy the first few weeks of December! We had 100+ patrons visit us during Sips & Snacks on December 6th, and 50+ during our Winter Fun @ the Library event on December 7th. We also had great attendance for several programs including, Winter Wonderland Dioramas and our monthly Pokemon Card Swap!

Extremely proud to announce that Joan has completed her Library Staff Certification through the State Library of Iowa. Joan completed on-demand web courses and attended live webinars during this 6 month period. She also did this while the State Library was transitioning to a new continuing education delivery system. It was daunting, but she did an amazing job!

I took on two leadership roles, volunteering as Secretary for the Dallas County Library Association and Iowa Small Library Association. I am hoping to network and make valuable library connections by participating in these organizations.

We have great things planned for 2025! Stay tuned! And, as always, thank you to our council members, mayor, city staff, and community for supporting us!



January 2024

Monthly Council Report

Sport	Registration # to Date
Youth Basketball	112
Youth Football	
Youth Flag Football	
Youth Soccer – Spring	85 as of 1/7/2025
Youth Soccer – Fall	
Little League – Boys	
Rec Softball - Girls	

- **Youth Basketball has started their season with the first week of home games starting on the 11th**
 - **Officials are being paid \$20 a game**
 - **Scorekeepers \$10 a game**
- **Spring Soccer Registration has opened and will run till February 9th**
 - **Practices are set to start mid-March**
 - **Games will begin the last weekend of March**
- **Trying again on a grant to help fund a new staircase for Johnson Park to help make the upper level more accessible**
 - **Applying for the Dallas County Foundation Grant**
 - **Eventually would like to restore the sand volleyball court at the top of the park**
- **Working on a “Tree’s Tree’s” grant from Mid-American Energy to get us some more trees to plant around the city**
- **Starting to prepare for the Baseball and Softball little league season**
 - **We are having a South Dallas LL meeting early January with all the league’s town representatives**
 - **Registration is set to release in February**