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MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA



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Carol "Cindy" Hol, Recorder  
Dallas County IOWA

prepared by Sondra Sittner 505 Grant Street Van Meter, Iowa 50261-0160 515-996-2644  
Return to: City of Van Meter, P.O. Box 160, Van Meter, Iowa 50261

*Bill: \$17.00*

**SECOND AMENDMENT TO 28E AGREEMENT FOR  
LOCAL OPTION SALES TAX REVENUE SHARING**

**This Second Amendment amends the 28E Agreement for Local Option Sales Tax Revenue Sharing (the "28E Agreement") entered into between the City of Van meter (the "City") and the Van Meter Community School District (the "School").**

**WHEREAS, the School and the City have previously agreed that Revenues received from the Sales Tax shall be distributed and utilized 75% by School and 25% by City.**

**WHEREAS, the City has agreed to receive, utilize and expend sales tax revenues received from the School for development and improvement of the youth athletic/recreation complex and the City and School have entered into an Agreement regarding the Scope and Definition of the Youth Athletic/Recreation Complex that defines the term "youth athletic/recreation complex" (the "Complex").**

**WHEREAS, the Van Meter Recreation Foundation (the "Foundation") has received the formal support of each the City and the School as the entity responsible for the purchase of real estate, design and development of the Complex and for fund raising and arranging for financing for the Complex; and**

**WHEREAS, the Foundation and the City have entered into an agreement to accomplish the construction and financing for the Complex dated January 19, 2004 and as amended by agreement dated January 19, 2004; and**

**WHEREAS, the City and School find it in the best interests of their residents to further amend such Agreement and Amendment.**

**NOW, THEREFORE, the City and School agrees as follows:**

1. **Section 1 of the First Amendment to the Agreement, which amends Paragraph 6 of the Agreement, shall be amended by striking the second paragraph and replacing it with the following language:**

**“The Role of the Oversight Committee regarding oversight of the Complex includes, but is not limited to, the following:**

- **For clarity, the role of the Oversight Committee regarding oversight of the Complex is to ensure the best and proper use of all public funds expended on any aspect of the design, development, construction or maintenance of the Complex. Thus, while the role of the Oversight Committee is generally not to evaluate or decide on the merits or need of any particular aspect of the proposed Complex, the Oversight Committee is nonetheless empowered to make the final decision on any aspect of the design, development, construction or maintenance of the Complex, insofar as the Committee deems necessary to uphold the School and City’s responsibilities under Iowa law.**
- **The Oversight Committee will have the authority to approve or retain construction contracts and any other contracts and/or bids for goods and services and ensure compliance by the Foundation with all applicable competitive bidding laws.**
- **The Oversight Committee may require public competitive sealed bids pursuant to the Competitive Bidding procedures outlined in Iowa Code sections 38.3 through 38.12 (House File 2713) for construction projects, including renovation and repair work, when such costs exceed \$10,000.**
- **The Oversight Committee may require competitive proposals pursuant to the Competitive Quotations procedures outlined in Iowa Code section 38.14 (House File 2713) for construction projects, including renovation and repair, goods, and services, when such costs exceed \$1,000 but do not exceed \$10,000.**
- **The award of construction contracts and acceptance of proposals for goods and services will, generally, be made to the entity submitting the lowest, responsive, responsible bid or quote.**
- **The Oversight Committee, in its discretion, after considering factors relating to construction, including, but not limited to, the cost of construction, availability of service and/or repair, completion date, and any other factors deemed relevant by the Board, may choose to award a bid or proposal to an entity submitting other than the lowest bid.**
- **The Oversight Committee will have the right to reject any or all bids or proposals, or any part thereof, and enter into contract or to approve proposals deemed to be in the best interests of the Complex project and the community.**
- **Any withdrawals or checks drawn on or on behalf of any of the Foundation’s accounts must be for expenditures approved by the**

Oversight Committee and be within the capacity of those accounts to cover the expenditure.

2. Section 1 of the First Amendment to the Agreement, which amends Paragraph 6 of the Agreement, shall be further amended by striking the third paragraph and replacing it with the following language:

“The Oversight Committee shall be comprised of five members which shall include three members selected by the School and two members selected by the City.”

3. All terms not defined in this Second Amendment shall have the meaning set forth in the 28E Agreement and the First Amendment to the 28E Agreement. ~~Other than specifically stated above, all terms and conditions of the 28E Agreement and First Amendment shall remain the same.~~ The recitals set forth above are incorporated herein and become a part of this Agreement.

The clerk of the City of Van Meter shall cause this amendment to be recorded in the office of the County Recorder in each county in which the School or City are located and filed with the Secretary of State.

Approved by the City of Van Meter on 8-14, 2006.

  
John Seefeld, Mayor

ATTEST:

  
Sondra Sittner, City Administrator

Approved by the Van Meter Community School District on 8-21-, 2006.

  
Gene Gabus, Board President

ATTEST:

  
Shonna Trudo, Board Secretary