

## BOARD MEETING UPDATE

**MARCH 26, 2012**

### APPROVED:

- 2012-13 District Calendar
- Topographic Survey – Light Project
  - ABACI Consulting - \$3,977
- Geotechnical Survey – Light Project
  - Terracon - \$3,400
- Resolution Fixing Date of Sale, Approving Electronic Bidding Procedures, & Approving Official Statement for approximately \$8,470,000 GO School Refunding Bonds, Series 2012A
  - Sealed Bids Received Until 1:00 PM on April 9, 2012
- Resolution Fixing Date of Sale, Approving Electronic Bidding Procedures, & Approving Official Statement for approximately 470,000 GO School Capital Loan Notes, Series 2012B
  - Sealed Bids Received Until 1:30 PM on April 9, 2012



Adel DeSoto Minburn

801 Nile Kinnick Drive S., Adel, Iowa 50003  
515-993-4283

Greg Dufoe, Superintendent

Nancy Gee, Business Manager

TO: Board of Directors  
FROM: Greg Dufoe, Superintendent  
SUBJECT: Memorandum for March 26, 2012

**2012-13 DISTRICT CALENDAR (Exhibit 1)**

I recommend approval of Calendar 2A. This calendar has a school start date of August 20. This calendar has the support of the administrative team; the majority of the teaching staff, and all comments at our public hearing were in support of this later start.

**TOPOGRAPHIC SURVEY – LIGHT PROJECT (Exhibit 2)**

I recommend approval of the topographic survey proposal from ABACI Consulting Inc. for \$3,977. This survey is necessary for the stadium lighting project. ABACI was one of three proposals submitted and was the low proposal and the timeframe for completion was acceptable. The other proposals were from CDA and Olsson. I will have copies of these proposals available at the meeting if you would like more information.

**GEOTECHNICAL SURVEY – LIGHT PROJECT (Exhibit 3)**

I recommend approval of the geotechnical survey proposal from Terracon for \$3,400. This survey is also necessary for the stadium lighting project. Terracon was one of three proposals submitted and was the low proposal and the timeframe for completion was acceptable. The other proposals were from Olsson and Allender Butzke Engineers, Inc. I will have copies of these proposals available at the meeting if you would like more information.

**RESOLUTION FIXING THE DATE OF SALE, APPROVING ELECTRONIC BIDDING PROCEDURES, AND APPROVING THE OFFICIAL STATEMENT FOR APPROXIMATELY \$8,470,000 GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2012A (Exhibit 4 and 5)**

Included in your materials is the resolution language to fix the date of sale, approve electronic bidding procedures, and approve the official statement for the approximately \$8,470,000 general obligation school refunding bonds, series 2012A. Beth Grob at Ahlers & Cooney developed this document. Beth has worked with Travis Squires and us at Piper Jaffray to develop these documents.

Please review the Official Statement put together by Piper Jaffray and reviewed by Beth Grob prior to our meeting on Monday.

I recommend approval of the resolution as stated above.

***"Experiencing Success Today, Achieving Dreams Tomorrow"***



**RESOLUTION FIXING THE DATE OF SALE, APPROVING ELECTRONIC BIDDING PROCEDURES, AND APPROVING THE OFFICIAL STATEMENT FOR APPROXIMATELY \$470,000 GENERAL OBLIGATION SCHOOL CAPITAL LOAN NOTES, SERIES 2012B (Exhibit 6)**

Included in your materials is the resolution language to fix the date of sale, approve electronic bidding procedures, and approve the official statement for the approximately \$470,000 general obligation school capital loan notes, series 2012B. Beth Grob at Ahlers & Cooney developed this document. Beth has worked with Travis Squires and us at Piper Jaffray to develop these documents.

Please review the Official Statement put together by Piper Jaffray and reviewed by Beth Grob prior to our meeting on Monday.

I recommend approval of the resolution as stated above.

Classroom Days	M	Tu	W	Th	F	ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT 2012-13 SCHOOL CALENDAR Draft #2a	
10	July Aug.	6 (13) 20 27	7 (14) 21 28	8 15 22 (29)	9 (10) 16 23 30	10 17 24 31	July-Aug. Curriculum writing, guidance extended contract, & inservice for classified staff. Exact days flexible. Aug. 10 & 13 New teacher workshop Aug. 14, 15, 16, 17 One meeting day, one work day, one PD day, one work/meeting day Aug. 20 Classes begin - Dismiss 2:30 PM Aug. 21 Dismiss 2:30 PM Aug. 29 Dismiss 1:00 PM; Professional Development meetings
19	Sept.	3 10 17 24	4 11 18 25	5 (12) 19 (26)	6 13 20 27	7 14 21 28	Sept. 3 Labor Day vacation Sept. 12 Dismiss 1:00 PM; Professional Development meetings Sept. 26 Dismiss 1:00 PM; Professional Development meetings
22	Oct.	1 8 15 (22) 29	2 9 16 (23) 30	3 (10) 17 24 31	4 11 18 (25)	5 12 19 26	Oct. 10 Dismiss 1:00 PM; Professional Development meetings Oct. 19 End 1st Quarter (44 days) Oct. 22 No school - Workday Oct. 23 Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM Oct. 25 Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM
19	Nov.	5 12 19 26	6 13 20 27	7 (7) 14 21 28	8 15 22 29	9 16 23 30	Nov. 7 Dismiss 1:00 PM; Professional Development meetings Nov. 21 No school K-12 - Allowance for P/T Conf. Nov. 22-23 Thanksgiving vacation
15	Dec.	3 10 17 24 31	4 11 18 25	5 (5) 12 19 26	6 13 20 27	7 14 21 28	Dec. 7 Dismiss 1:00 PM; Professional Development meetings Dec. 21 End 2nd Quarter (41 days); End 1st Semester (85 days) Dec. 23-Jan. 1 Christmas vacation
20	Jan.	7 14 (21) 28	8 15 22 29	9 16 23 30	10 17 24 31	11 18 25	Jan. 1 New Year's Day Jan. 2 Workday Jan. 3 Classes resume Jan. 7-10 Grades 9-11 ITEDs Jan. 21 No School K-12 Teacher Professional Development
19	Feb.	4 11 18 25	5 12 19 26	6 (6) 13 (20) 27	7 14 21 28	8 (15) 22	Feb. 6 Dismiss 1:00 PM; Professional Development meetings Feb. 15 No School K-12 Teacher Professional Development Feb. 20 Dismiss 1:00 PM; Professional Development meetings
15	Mar.	4 11 18 25	5 (12) 19 (27)	6 13 20 28	7 14 21	8 15 22 29	Mar. 8 End 3rd Quarter (49 days) Mar. 12 Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM Mar. 14 Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM Mar. 15 No school K-12 - Allowance for P/T Conf. Mar. 18-22 Spring break Mar. 27 Dismiss 1:00 PM; Professional Development meetings
21	Apr.	1 (8) 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	April 1-5 Grades 3-8 ITBS April 8 No School K-12 Professional Development meetings April 17 Dismiss 1:00 PM; Professional Development meetings
18	May	6 13 20 (27)	7 14 21 (28)	8 (8) 15 22 29	9 16 23 30	10 17 24 31	May 8 Dismiss 1:00 PM; Professional Development meetings May 17 Seniors last day May 19 Commencement - 2:30 p.m. May 24 Dismiss 1:45 PM - Workday End 4th Quarter (44 days); End 2nd Semester (93 days) End school year (178 days) Actual last day of school may change. May 27 Memorial Day May 28 No School K-12 Teacher Professional Development - TQ Day
178	June	3	4	5	6	7	

Snow days will be added to the end of the year.  
This calendar may be altered, including spring break, if excessive snow days occur.

PD Day or Workday ( )  
 Early Dismissal □  
 Vacation/Holidays ○  
 P/T Conferences L  
 Begin School L  
 End Quarter/Semester L

Classroom Days	178	Additional Days
P/T Conf. Allowance	2 11/21 and 3/15	Classified/Inservice
Inservice/Workdays	5 8/14 8/15 8/16 10/22 1/2	New Teacher Orientation
Professional Dev.	4 8/17 1/21 2/15 4/8	Curriculum Writing
Sub Total	189	Guidance Extended Contract
Teacher Quality PD	1 5/28	
New Teacher PD	2 8/10 8/13	
1:00 Dismissal - PD	10 8/29 9/12 9/26 10/10 11/7 12/5 2/6 2/20 3/27 4/17 5/8	



**REQUEST FOR TOPOGRAPHIC SURVEY**

PROJECT NAME	Adel-Desoto-Minburn High School Stadium Relighting	
PROJECT NO.	11-12112-10	DATE: 3/9/2012
OWNER	Adel-Desoto-Minburn Community School District	
ADDRESS	801 Nile Kinnick Dr. S, Adel, IA 50003	PHONE: 515-993-4283

OWNER REPRESENTATIVE Greg Dufoe, Superintendent

AREA TO BE SURVEYED

See Attached

## LEGAL DESCRIPTION

## TOPOGRAPHIC AND SERVICE INFORMATION

	YES	NO
1 <u>BENCH MARKS</u> shall be provided with one or more permanent Bench Marks if area is over two acres and/or elevation differential is over 25 feet. Set a Bench Mark on two sides (minimum) and/or at relative high and low elevation areas. Elevations shall be based on the U.S.G.S. datum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 <u>GROUND ELEVATIONS</u> shall be obtained as required for accuracy. Show top of curb and pavement surface elevations on the Drawing. Aerial photogrammatic techniques are <b>not</b> allowed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 <u>CONTOURS</u> shall be shown accurately at intervals of one foot on gentle slopes, two feet on moderate slopes, and 5 to 10 feet on steep slopes (flat areas may require contour intervals at 3 to 6 inches to show existing conditions).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 <u>LATITUDE AND LONGITUDE</u> grid to the nearest second shall be established and shown on the survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 <u>PROPERTY CORNERS</u> shall be located and staked with permanent iron pin. *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6 <u>PROPERTY LINE BEARINGS</u> within the survey limits shall be established. The bearings shall coincide with prior abstracts or, if none, the adjacent land surveys of record. The tolerance of dimensions, closures and acreage shall be a minimum as required by the local governing survey authority. *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7 <u>GROUND FEATURES</u> above grade shall be located. Extend survey limits to include the full width of rights-of-way and a minimum of 25 feet of adjacent property (50 feet if commercial). Extend survey limits to show existing surface drainage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**TOPOGRAPHIC SURVEY REQUEST FORM**

Architecture Engineering Planning Interiors

TopoSurveyRequestForm\_Updated.doc  
UPDATED: 3/9/2012



- # TOPOGRAPHIC SURVEY REQUEST FORM



TopoSurveyRequestForm\_Updated.doc  
 UPDATED: 3/9/2012



YES

NO

☐☒

- 16 SURVEYING WETLANDS. Wetlands will be delineated by an Environmental Consultant and the wetland boundaries will be flagged on the site. Coordinate schedules with the Environmental Consultant and survey the limits of existing wetlands.

Environmental Consultant:

- 17 FLOODPLAIN LIMITS from current FEMA maps shall be shown on the survey with corresponding floodplain elevations.

☐☒

- 18 UTILITY COMPANIES' names, addresses, representatives, and phone numbers shall be listed.

☒☐

- 19 ZONING of the property shall be checked and a copy of zoning regulations submitted to the Architect-Engineer.

☐☒

- 20 The surveyor shall acknowledge with the proposal any deviations anticipated, i.e. addition or deletion.

☒☐

- 21 ESTIMATED TIME (Please fill in estimated time to complete the survey areas)  
Time to complete the survey for each area after notice to proceed is as follows:

☒☐

1. Survey Time After Notice to Proceed is 21 days predicated upon suitable weather.

- 22 SURVEY COST (Please fill in amount for survey area)

☒☐

1. Survey Cost shall not exceed \$3,977<sup>00</sup>.

- 23 The Surveyor shall contact the Owner's Representative for right of entry.

☒☐

- 24 CADD Drawings shall be in accordance with "CADD Survey Drawing Exchange", attached hereto.

☒☐

- 25 Survey Data. Submit an ASCII or text file, readable under DOS 5.0 or higher, containing the point number, descriptor, northing, easting, and elevation of each point surveyed.

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\* The property lines within the indicated survey area will be depicted on the drawing. A boundary survey will not be conducted. Property corners will not be monumented or attested to.

## TOPOGRAPHIC SURVEY REQUEST FORM



Architecture Engineering Planning Interiors

TopoSurveyRequestForm\_Updated.doc  
UPDATED: 3/9/2012



Please fill in Nos. 21 and 22 above, the agreement information, and either the Liability Insurance or Financial Assurance information below.

We agree to provide the survey in accordance with the above:\*

Company: Abaci Consulting, Inc.

Printed Name: Mark A. McMurphy  
President

State & Reg. No.: IA 14674

Signature: M. A. McMurphy

Date: 3/14/12

Professional Liability Insurance:

Company: RLI Insurance Co.  
M. J. Hall & Co. (Agents)

Address: 19660 10th Ave NE  
Poulsbo, WA 98370

Amount: \$250,000 per claim  
\$500,000 aggregate

OR \*\*Personal Financial Assurance

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Amount: \_\_\_\_\_

Complete this request and return three (3) copies to:

DLR Group  
Attn: Jim Huse  
6200 Aurora Avenue, Suite 210W  
Des Moines, IA 50322

Invoice as follows:

Send invoice, addressed to Adel-Disoto-Minburn  
~~Hartley Melvin~~  
~~Sanborn~~ Community School District, attention to  
**Greg Dufoe, Superintendent**, with delivery of the  
topographic survey to DLR Group (attn: Jim  
Huse). Upon review of the topographic survey,  
DLR Group will forward the invoice to the school  
district for payment.

Requested by: Jim Huse

Approved by: \_\_\_\_\_

Signature: JHuse

Signature: \_\_\_\_\_

Date: March 09, 2012

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

\* Payment shall occur upon receipt from the Funding Agency.

\*\* Signature for Personal Financial Assurance in lieu of Professional Liability Insurance shall be accompanied by an irrevocable letter of credit from an approved bank.

## TOPOGRAPHIC SURVEY REQUEST FORM



Architecture Engineering Planning Interiors

TopoSurveyRequestForm\_Updated.doc  
UPDATED: 3/9/2012



## CADD SURVEY DRAWING EXCHANGE

Only information contained on the plotted survey shall be included in CADD drawings. All other information shall be erased with resulting unused blocks and layers thoroughly purged from the files.

Drawing files should be purged of all unused blocks and layers. If frozen layers are not to be used, they must be deleted and purged. If they are to be used, they are to be turned on. Layer 0 should be empty.

Drawings shall not be saved in a "zoomed in" condition. They shall be saved to show the extent of the drawing when redrawn. Graphics outside these shall be erased.

Drawings shall be saved in AutoCAD.DWG format.

The drawings shall be provided in AutoCAD Release 2000 or later.

The media to be used for delivery shall be CD/DVD. Drawing files may also be emailed. Contact DLR for email address.

Self-extracting file compression is acceptable.

The following information shall accompany CADD drawings:

- A list of drawings and their contents, together with decompressed file size.

- The scale at which the drawings are created if other than real world, or 1:1 scale. (Survey drawings are often created at 1:12 scale.)

- The plotting scale and the plotted size of each drawing.

- A printed copy of the corresponding file, ACAD.LIN, for line type information whenever a customized ACAD.LIN file is used.

- The units from which AutoCAD was installed. This is usually inches in the USA, but it may be millimeters.

- A list of sizes and positions of pens on their plotter for plotting the subject drawings. This is necessary to determine line thickness.

- An explanatory list of all layers, which do not conform to the standard AIA CAD Layer Guidelines. This includes any user definable fields permitted by the guidelines.

- A descriptive list of blocks and whether they contain attribute data. Blocks, which do not contain attribute data, should be exploded and purged.

- If non-standard fonts are used, SHX files must be included or ROMANS will be substituted. It is not possible to display customized fonts correctly unless these files are furnished.

## TOPOGRAPHIC SURVEY REQUEST FORM



Architecture Engineering Planning Interiors

TopoSurveyRequestForm\_Updated.doc  
UPDATED: 3/9/2012



March 19, 2012

Adel-DeSoto-Minburn Community School District  
801 Nile Kinnick Drive South  
Adel, Iowa 50003

Attn: Mr. Greg Dufoe, Superintendent  
P: 515.993.4283

Re: Proposal for Geotechnical Engineering Services  
Proposed High School Stadium Relighting  
Adel-DeSoto-Minburn High School  
Adel, Iowa  
Terracon Proposal No. P08120134  
DLR Group Project No. 11-12112-00

Dear Mr. Dufoe:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of foundations for the new light poles. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

## 1.0 PROJECT INFORMATION

### 1.1 Project Description

Item	Description
Structures	The project will include construction of 4 light poles around the perimeter of the football and track field to the southeast of the existing high school. Two (2) light poles will be located on the north side of the stadium, and the two (2) remaining light poles will be located on the south side of the stadium. We understand each pole will be approximately centered at the 10 yard line of the field, behind the back row of the existing bleachers. We anticipate each light pole will be supported on a single drilled shaft/precast foundation.
Maximum loads (assumed)	<ul style="list-style-type: none"><li>■ Moment, <math>M = 75</math> ft-kips</li><li>■ Shear, <math>V = 3</math> kips</li><li>■ Axial, <math>P = 3</math> kips</li></ul>

Terracon Consultants, Inc. 600 SW 7<sup>th</sup> St., Suite M Des Moines, Iowa 50309  
P [515] 244-3184 F [515] 244-5249 terracon.com



Item	Description
Maximum allowable tilt (assumed)	1 inch
Grading	We have assumed finished grade at the proposed pole locations will be near the existing grade elevations.
Cut and fill slopes	None anticipated.

## 1.2 Site Location and Description

Item	Description
Location	The project is located at the football and track field southeast of Adel-DeSoto-Minburn High School at 801 Nile Kinnick Drive South in Adel, Iowa.
Current ground cover	From aerial photos, we anticipate the light pole locations are covered by grass. Trees and/or bushes line the east, west, and south sides of the stadium. Portland cement concrete (PCC) sidewalks are located at the northwest portion of the stadium leading to the high school.
Existing topography	Unknown at the time of this proposal. We anticipate the topography within the proposed light pole areas is relatively flat.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

## 2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

### 2.1 Field Program

We plan to conduct four (4) soil borings near the proposed light pole locations to depths of 15 to 20 feet below existing grade.

Sampling will be in general accordance with industry standard procedures wherein both split-barrel and/or thin-walled 'Shelby' tube samples are obtained. Three to four samples will be obtained in the upper ten feet of each of the borings and at intervals of five feet thereafter. No rock coring is anticipated. The borings may be terminated at shallower depths depending on subsurface conditions encountered.



## **Proposal for Geotechnical Engineering Services**

Proposed High School Stadium Relighting ■ Adel, Iowa

March 19, 2012 ■ Terracon Proposal No. P08120134



In addition, we will observe and record groundwater levels during and shortly after completion of drilling operations. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

After completion of drilling operations, the borings will be backfilled with auger cuttings from the site. Excess auger cuttings would be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We are available to provide this service at your request or grout the holes, for an additional fee.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance will occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our proposal assumes that the field exploration can be performed using personal protective equipment including steel-toe boots, hard hats, safety glasses, and gloves. Our fee assumes the work can be performed without the need for personal environmental protective equipment. If evidence of contamination is observed in any of the borings, the exploration at that location will be terminated and our findings discussed with you. Should personal environmental protective equipment or special borehole sealing procedures become necessary, our fee will be discussed with you prior to commencing further drilling.

### **2.2 Conditions/Items to be provided by Client**

Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. Terracon agrees to call the Iowa One Call Hotline and request location and markings for all utilities that Iowa One Call is responsible for, prior to commencing drilling at the site. Terracon will be responsible to the extent they drill in an area where a utility has been properly located and marked. Terracon is not responsible to the extent any loss, damage, or injury is caused by the failure to locate a utility properly, or inaccurate and/or incomplete information provided by others.

Our fee is based on the site being accessible to our geo-probe mounted (rubber track) drilling equipment, and Terracon providing boring layout and existing boring surface elevations. It does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing sidewalks / landscape / grass or location of underground utilities beyond contacting Iowa One Call. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.



### **2.3 Laboratory Testing**

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, and strength tests (unconfined compression/calibrated penetrometer), as appropriate.

### **2.4 Engineering Analysis and Report**

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report (electronic plus 4 hard copies) will be prepared and include the following information:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data on the boring logs.
- Groundwater levels observed during and shortly after completion of drilling.
- Boring location diagram.
- Subsurface exploration procedures.
- Subsurface soil conditions.

In addition, specific geotechnical recommendations for the project will include:

- Table of soil design parameters including consistency, cohesion, and unconfined compressive strength for cohesive soils; relative density and estimated internal angle of friction (degrees) for cohesionless soils; and passive lateral pressure coefficient and soil unit weight and buoyant unit weight, if applicable,.
- Discussion on the effects of frost on the design parameters.
- Discussion on the suitability of Section 1806.3.4 of the 2009 IBC for design of isolated poles.

In addition, our fee includes a maximum of two (2) hours for review of applicable sections of the project plans and specifications for compliance with the recommendations provided in the geotechnical engineering report and a maximum of four (4) hours of engineering consultation in the course of the project.

We anticipate design and construction recommendations for shallow foundations (i.e., spread footings) are not applicable to the structures proposed for this project. Additionally, slope stability analyses are not included in this scope of work.



## 2.5 Schedule

We anticipate performing the field exploration program within about five to ten business days after receipt of our signed Agreement for Services, if site and weather conditions permit. We estimate the final report can be completed within about one to two weeks after the field and laboratory programs are complete. In situations where information is needed prior to submittal of our report, we can provide verbal information after we have completed our field and laboratory programs, upon request.

## 3.0 COMPENSATION

Based on the above base scope of services, we are prepared to provide these services for a lump sum fee of \$3,400. Unless instructed otherwise, the invoice(s) will be sent to your attention at the above address.

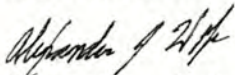
Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

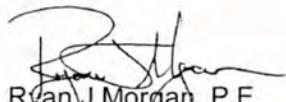
## 4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,  
**Terracon Consultants, Inc.**

  
Alexander J. Wolfe, E.I.  
Staff Engineer

  
Ryan J. Morgan, P.E.  
Geotechnical Department Manager

cc: Client c/o DLR Group; Attn: Mr. Jim Huse, AIA, [jhuse@dlrgroup.com](mailto:jhuse@dlrgroup.com) (PDF only)

Attachments: Agreement for Services



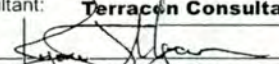
## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Adel-DeSoto-Minburn Community School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed Adel-DeSoto-Minburn High School Stadium Relighting - Adel, Iowa project ("Project"), as described in the Project Information section of Consultant's Proposal dated March 19, 2012 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **3/19/2012**  
 Name/Title: **Ryan J Morgan, P.E.**  
**Geotechnical Department Manager**  
 Address: **600 S.W. Seventh, Suite M**  
**Des Moines, Iowa 50309**  
 Phone: **515.244.3184** Fax: **515.244.5249**

Client: **Adel DeSoto Minburn Community School District**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Mr. Greg Dufoe, Superintendent**  
 Address: **801 Nile Kinnick Drive South**  
**Adel, Iowa 50003**  
 Phone: **515.993.4283** Fax: \_\_\_\_\_

Reference Number: P08120134



*Return to  
Beth Grob*

**ITEMS TO INCLUDE ON AGENDA**

**ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT**

Approximately \$8,470,000 General Obligation School Refunding Bonds, Series 2012A

- Resolution Fixing the Date of Sale, Approving Electronic Bidding Procedures, and Approving the Official Statement

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL  
DISTRICT.**



March 26, 2012

The Board of Directors of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, State of Iowa, met in open session, in the Board Room, Adel-DeSoto-Minburn Middle School, 801 Nile Kinnick Drive South, Adel, Iowa at 7:00 o'clock A.M., on the above date. There were present President Tim Canney, in the chair, and the following named Board Members:

Vice President Kim Roby, Director Kelli Book, Director Rod Collins,

Director Bart Banwart

Absent: None

\*\*\*\*\*



The matter of the issuance of approximately \$8,470,000 General Obligation School Refunding Bonds, Series 2012A, was discussed. It was the consensus that the District should offer the bonds for sale as described in the following Resolution.

Director Roby introduced the following Resolution and moved its adoption. Director Book seconded the motion to adopt. The roll was called and the vote was:

AYES: Roby, Book, Canney, Collins,

Banwart

NAYS: \_\_\_\_\_

The President declared the Resolution adopted.

RESOLUTION FIXING THE DATE OF SALE OF  
APPROXIMATELY \$8,470,000 GENERAL OBLIGATION  
SCHOOL REFUNDING BONDS, SERIES 2012A, APPROVING  
ELECTRONIC BIDDING PROCEDURES, AND APPROVING THE  
OFFICIAL STATEMENT

WHEREAS, the Board has adopted a resolution to authorize the sale and issuance of approximately \$8,470,000 General Obligation School Refunding Bonds, Series 2012A; and

WHEREAS, this Board now deems it advisable and necessary that refunding bonds be offered for sale; and

WHEREAS, the Board deems it in the best interests of the School District and the residents thereof to receive bids to purchase General Obligation School Refunding Bonds by means of both sealed and electronic internet communication; and

WHEREAS, the Board has received information from its Financial Advisor recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF DALLAS AND MADISON, STATE OF IOWA:

Section 1. That the PARITY<sup>®</sup> Competitive Bidding System and the Electronic Bidding Procedures attached hereto are found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids



by interested parties in connection with the sale of approximately \$8,470,000 General Obligation School Refunding Bonds, Series 2012A.

Section 2. That all electronic bidding shall be submitted in substantial conformity with Iowa Code Section 75.14 and Chapter 554D.

Section 3. That General Obligation School Refunding Bonds, Series 2012A, in the aggregate amount of approximately \$8,470,000 (the "Bonds"), to be issued and dated May 1, 2012, will be offered for sale.

Section 4. That the Secretary of the Board of this School District shall cause to be prepared an Official Statement and to schedule the sale of the Bonds. The Bonds to be offered are General Obligation School Refunding Bonds, Series 2012A, in the principal amount of approximately \$8,470,000, to be dated May 1, 2012. The Official Statement shall include the following terms, and the Electronic Bidding Procedures attached to this Resolution are approved:

Time and Place of Sale: Sealed bids or electronic bids for the sale of Bonds of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, State of Iowa (the "Issuer"), will be received at the office of the Superintendent of the District until 1:00 o'clock P.M. on April 9, 2012. The bids will be publicly opened at that time and evaluated by the Superintendent, Board Secretary, and Financial Advisor and referred for action at the meeting of the Board of Directors.

Sale and Award: The sale and award of the Bonds will be held at the Board meeting scheduled on the same date.

Manner of Bidding: Open bids will not be received. No bid will be received after the time specified above for receiving bids. Bids will be received by any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Superintendent, Adel-DeSoto-Minburn Community School District, Adel, Iowa.
- Electronic Bidding: Electronic internet bids will be received at the office of the Superintendent, Adel-DeSoto-Minburn Community School District, Adel, Iowa. The bids must be submitted through PARITY®.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the Superintendent, Adel-DeSoto-Minburn Community School District, Adel, Iowa, (515) 993-4283. Electronic facsimile bids will be sealed and treated as sealed bids.

Official Statement: An Official Statement of information pertaining to the Bonds to be offered shall be prepared by the District's financial advisor, including a statement of the



Terms of Offering and an Official Bid Form. The Official Statement may be obtained by request addressed to the Secretary of the Board of Directors, Adel-DeSoto-Minburn Community School District, 801 Nile Kinnick Drive South, Adel, Iowa 50003, (515) 993-4283; or Travis R. Squires, Piper Jaffray & Co., 3900 Ingersoll Avenue, Suite 110, Des Moines, Iowa 50312, (515) 247-2354.

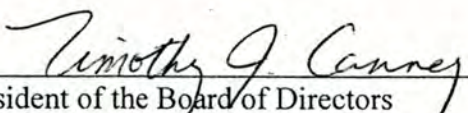
Terms of Offering: All bids must be in conformity with and the sale must be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

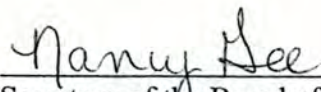
Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Section 5. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Superintendent and Board Secretary, upon the advice of the District's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

PASSED AND APPROVED this 26th day of March, 2012.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors



## Electronic Bidding Procedures

Electronic facsimile bids must be delivered according to the following procedures:

- 1) A fax number and a telephone number will be provided to potential bidders in the Official Terms of Offering and in the Official Bid Form included in the Official Statement.
- 2) On or before the day bids are to be taken, potential bidders may fax signed Official Bid Forms, without price or coupons, to the fax number included in the Official Statement.
- 3) Prior to the deadline for receiving bids:
  - a. Bidders may fax a completed and signed Official Bid Form to the number provided in the Official Terms of Offering; or
  - b. Bidders by fax or phone may provide the final price and coupons to be inserted in the previously provided signed Official Bid Form; or
  - c. The financial advisor may call potential bidders to request final price and coupons to be inserted in a previously provided signed Official Bid Form.

The financial advisor will note the price and coupon on the signed Official Bid Form if taken by telephone. The name of the bidder representative from whom the price and coupon were taken and the time at which they were taken must be noted on the Official Bid Form.

- 4) The financial advisor will verify the TIC and conformance with Official Terms of Offering.
- 5) Final bids will be sealed, submitted, and publicly opened by the Board's designated representative.
- 6) Subsequent to the receipt of bids, the bidder submitting the best bid will be called by the financial advisor to verify that it submitted the bid, to verify the terms, and to request re offering rates.

The telephone and fax lines at the offices of the School District will be kept open to the extent possible for an hour prior to the sale deadline. The financial advisor must not share non-public bid information of one underwriter with another underwriter or with anyone not officially involved with the bidding process.

Verification of the underwriter submitting the best bid via PARITY® may be relied upon by virtue of PARITY's® requirement of registration prior to submitting a bid.

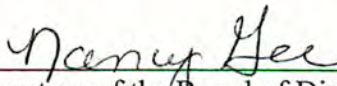


CERTIFICATE

STATE OF IOWA                    )  
  ) SS  
COUNTY OF DALLAS            )

I, the undersigned Secretary of the Board of Directors of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this 26 day of March, 2012.

  
\_\_\_\_\_  
Secretary of the Board of Directors of the Adel-  
DeSoto-Minburn Community School District



Please have the President and the Secretary the Board of Directors sign where indicated. We will affix these signatures to the Bonds.

By: Nancy Lee  
Secretary of the Board of Directors

By: Timothy J. Carney  
President of the Board of Directors

By: Nancy Lee  
Secretary of the Board of Directors

By: Timothy J. Carney  
President of the Board of Directors

By: Nancy Lee  
Secretary of the Board of Directors

By: Timothy J. Carney  
President of the Board of Directors

Prepared for the Adel-DeSoto-Minburn Community  
School District

March, 2012



*Return to  
Beth Grob*

**ITEMS TO INCLUDE ON AGENDA**

**ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT**

Approximately \$470,000 General Obligation School Capital Loan Notes, Series 2012B

- Resolution Fixing the Date of Sale, Approving Electronic Bidding Procedures and Approving Official Statement

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL  
DISTRICT.**



March 26, 2012

The Board of Directors of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, State of Iowa, met in open session, in the Board Room, Adel-DeSoto-Minburn Middle School, 801 Nile Kinnick Drive South, Adel, Iowa at 7:00 o'clock A.M., on the above date. There were present President Tim Canney, in the chair, and the following named Board Members:

Vice President Kim Roby, Director Kelli Book, Director Rod Collins,

Director Bart Banwart

Absent: None

\*\*\*\*\*



The matter of the issuance of General Obligation School Capital Loan Notes was discussed. It was the consensus that the District should offer the notes for sale as described in the following Resolution.

Director Collins introduced the following Resolution and moved its adoption. Director Banwart seconded the motion to adopt. The roll was called and the vote was:

AYES: Roby, Book, Canney, Collins,

Banwart

NAYS: \_\_\_\_\_

The President declared the Resolution adopted as follows:

RESOLUTION FIXING THE DATE OF SALE OF APPROXIMATELY \$470,000 GENERAL OBLIGATION SCHOOL CAPITAL LOAN NOTES, SERIES 2012B, APPROVING ELECTRONIC BIDDING PROCEDURES, AND APPROVING OFFICIAL STATEMENT

WHEREAS, this Board deems it advisable and necessary that General Obligation School Capital Loan Notes be offered for sale; and

WHEREAS, the Board deems it in the best interests of the School District and the residents thereof to receive bids to purchase General Obligation School Capital Loan Notes by means of both sealed and electronic internet communication; and

WHEREAS, the Board has received information from its Financial Advisor, recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF DALLAS AND MADISON, STATE OF IOWA:

Section 1. That the PARITY® Competitive Bidding System and the Electronic Bidding Procedures attached hereto are found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the sale of approximately \$470,000 General Obligation School Capital Loan Notes, Series 2012B.



Section 2. That all electronic bidding shall be submitted in substantial conformity with Iowa Code Section 75.14 and Chapter 554D.

Section 3. That General Obligation School Capital Loan Notes, Series 2012B, in the aggregate amount of approximately \$470,000 (the "Notes"), to be issued and dated May 1, 2012, be offered for sale.

Section 4. That the Secretary of the Board of this School District shall cause to be prepared an Official Statement and to schedule the sale of the Notes. The Notes to be offered are General Obligation School Capital Loan Notes, Series 2012B, in the principal amount of approximately \$470,000, to be dated May 1, 2012. The Official Statement shall include the following terms, and the Electronic Bidding Procedures attached to this Resolution are approved:

Time and Place of Sale: Sealed bids or electronic bids for the sale of Notes of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, State of Iowa (the "Issuer"), will be received at the office of the Superintendent of the District until 1:30 o'clock P.M. on April 9, 2012. The bids will be publicly opened at that time and evaluated by the Superintendent, Board Secretary and Financial Advisor and referred for action at the meeting of the Board of Directors.

Sale and Award: The sale and award of the Notes will be held at the Board meeting scheduled on the same date.

Manner of Bidding: Open bids will not be received. No bid will be received after the time specified above for receiving bids. Bids will be received by any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Superintendent, Adel-DeSoto-Minburn Community School District, Adel, Iowa.
- Electronic Bidding: Electronic internet bids will be received at the office of the Superintendent, Adel-DeSoto-Minburn Community School District, Adel, Iowa. The bids must be submitted through PARITY®.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the Superintendent, Adel-DeSoto-Minburn Community School District, Adel, Iowa, (515) 993-4866. Electronic facsimile bids will be sealed and treated as sealed bids.

Official Statement: An Official Statement of information pertaining to the Notes to be offered shall be prepared by the District's financial advisor, including a statement of the Terms of Offering and an Official Bid Form. The Official Statement may be obtained by request addressed to the Secretary of the Board of Directors, Adel-DeSoto-Minburn Community School District, 801 Nile Kinnick Drive South, Adel, Iowa 50003, (515) 993-



4283; or Travis R. Squires, Piper Jaffray & Co., 3900 Ingersoll Avenue, Suite 110, Des Moines, Iowa 50312, (515) 247-2354.

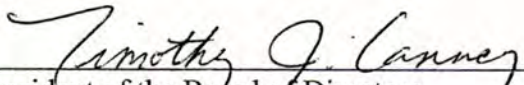
Terms of Offering: All bids must be in conformity with and the sale must be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

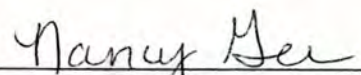
Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Section 5. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Superintendent and Board Secretary, upon the advice of the District's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 26th day of March, 2012.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA                    )  
  ) SS  
COUNTY OF DALLAS            )

I, the undersigned Secretary of the Board of Directors of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this 26 day of March, 2012.

Nancy Lee  
Secretary of the Board of Directors of the Adel-  
DeSoto-Minburn Community School District



# AHLERS & COONEY, P.C.

100 COURT AVENUE, SUITE 600  
DES MOINES, IOWA 50309-2231  
PHONE: 515-243-7611  
FAX: 515-243-2149  
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Elizabeth A. Grob  
bgrob@ahlerslaw.com

Direct Dial:  
(515)246-0305

March 15, 2012

## VIA OVERNIGHT MAIL

Nancy Gee  
Adel-DeSoto-Minburn Community School District  
801 Nile Kinnick Drive South  
Adel, IA 50003

Re: Adel-DeSoto-Minburn Community School District  
Approximately \$8,470,000 General Obligation School Refunding Bonds, Series 2012A

Dear Nancy:

We are enclosing Board proceedings to fix the date of sale of approximately \$8,470,000 General Obligation School Refunding Bonds, Series 2012A, and to approve electronic bidding. Please execute three copies and return the completed documents to us. The Resolution also approves the Official Statement and authorizes its distribution. Prior to the March 26, 2012, meeting, we understand Piper Jaffray & Co. will provide a draft Official Statement to you, that you will give it to the Board and have provided the District's comments to Piper. *If that has not been done prior to the meeting, then Section 5 of this Resolution should not be adopted.*

You should be aware that the preparation of the Official Statement is subject to Federal Securities Law regulation, and should be certain that any facts and representations contained in the Official Statement are true and correct in all material respects, to and including the date of the delivery of the bonds. Please let me know if you have any questions concerning this Resolution.

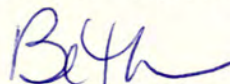
Please note that electronic facsimile bids may be submitted at the Board office. You should be sure that no other faxes are being transmitted or received (to the extent you can so arrange) from 12:00 o'clock Noon to 1:00 o'clock P.M. on the day of the sale.

We are enclosing a sheet for signatures of school officials to be used when the Bonds are printed. Please follow the directions on the sheet and return it to us.

If you have any questions, do not hesitate to contact us.

Very truly yours,

AHLERS & COONEY, P.C.



Elizabeth A. Grob

EAG:nj  
cc: Travis Squires w/encl (via email)  
00854074-1\10114-015



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March 15, 2012

## VIA OVERNIGHT MAIL

Nancy Gee  
Adel-DeSoto-Minburn Community School District  
801 Nile Kinnick Drive South  
Adel, IA 50003

Re: Adel-DeSoto-Minburn Community School District  
Approximately \$470,000 General Obligation School Capital Loan Notes,  
Series 2012B

Dear Nancy:

We are enclosing Board proceedings to fix the date of sale of approximately \$470,000 General Obligation School Capital Loan Notes, Series 2012B, and to approve electronic bidding. Please execute three copies and return the completed documents to us. The Resolution also approves the Official Statement and authorizes its distribution. Prior to the March 26, 2012 meeting, we understand Piper Jaffray & Co. will provide a draft Official Statement to you, that you will give it to the Board and have provided the District's comments to Piper. *If that has not been done prior to the meeting, then Section 5 of this Resolution should not be adopted.*

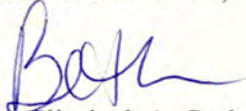
You should be aware that the preparation of the Official Statement is subject to Federal Securities Law regulation, and should be certain that any facts and representations contained in the Official Statement are true and correct in all material respects, to and including the date of the delivery of the Notes. Please let me know if you have any questions concerning this Resolution.

Please note that electronic facsimile bids may be submitted at the Board office. You should be sure that no other faxes are being transmitted or received (to the extent you can so arrange) from 12:30 o'clock P.M. to 1:30 o'clock P.M. on the day of the sale.

If you have any questions, do not hesitate to contact us.

Very truly yours,

AHLERS & COONEY, P.C.



Elizabeth A. Grob

EAG:nj  
Enclosures  
cc: Travis Squires w/encl (via email)  
00854044-1\10114-014