

**-NOTICE OF A PUBLIC MEETING-
Governmental Body: Van Meter City Council**

Date of Meeting: Monday, August 11, 2014

Time/Place of Meeting: 7:00 p.m. – Veteran’s Reception Center, 910 Main Street

Business Meeting Agenda:

1. Call to Order
2. Approval of Agenda
3. Introductions
4. Citizens Hearing
5. Consent Agenda:
 - a. Minutes of July 14 and June 28, 2014 City Council meetings
 - b. July Claims list
 - c. July Financial Statement
6. Annual State of the Library Report pursuant to Chapter 22.09 of the Van Meter Code.
7. Action on a proposed resolution approving and authorizing the Mayor to sign a lease agreement with Verizon Wireless for the use of space on the water tower for a cellular array.
8. Action on a proposal to set a date and time for a public hearing on an amendment to the Noise Control Ordinance presented by the Policy Committee.
9. A public hearing and action on the second reading of a proposed ordinance amending the code increasing utility rates. Consideration may be given to waiving reading three and proceeding directly to approval and adoption.
10. Department/Committee Reports:
 - a. Parks and Rec
 - b. Library
 - c. Public Safety
 - d. Public Works
 - e. Attorney
 - f. Engineer
 - g. Administrator
 - h. Council
 - i. Public Works/Infrastructure
 - ii. Culture and Recreation
 - iii. Ad-Hoc Committees
 - i. Mayor
 - i. Finance
 - ii. Policy
 - iii. Economic Development
 - iv. Public Safety
 - v. EMA, E911
11. Adjourn

Agenda Item #1 - Call to Order

Submitted for:

Recommendation:

Sample Motions:

Mayor: *The time is Seven O'clock PM on Monday, August 11, 2014. I hereby call this meeting of the Van Meter City Council to order.*

Agenda Item #2 - Approval of the Agenda

Submitted for:

Action

Recommendation:

Approval

Sample Language:

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

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll call please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The agenda is adopted. Thank you.*

Agenda Item #3 - Introductions

Submitted for:
Information
Recommendation:

Sample Language:
Mayor: *Would those present please introduce themselves?*

Agenda Item #4 - Citizens Hearing

Submitted for:
Information
Recommendation:

Sample Language:

Mayor: *At this time I will recognize members of the public that would like to address the City Council. Once given the floor those addressing the City Council will be given 5 minutes to read their comments into the record.*

Agenda Item #5 - Consent Agenda

Submitted for:

Action

Recommendation:

Approval

Sample Language:

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

Staff: *Gives Review.*

Mayor: *Does the City Council wish to discuss any item on the consent agenda separately? If not, I would entertain a motion to approve a Resolution Adopting the Consent Agenda as it has been presented to us.*

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

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

- 1) The Van Meter City Council met for a regular council meeting on Monday, July 14, 2014 at the Veterans Reception Center. Mayor Allan Adams called the meeting to order at 7:00PM. The following council members were present upon roll call: Bob Lacy, Kim Sacker, Elizabeth Tweed, Mike Peterson, and Owen Stump.

Staff present: City Administrator Jake Anderson, City Attorney Erik Fisk, and Public Safety Director William Daggett.

Members of the public present were Pat Shepard of Civil Engineering Consultants, Paul Stender, Vic Olson, Paul Scieszinski, Rachel Backstrom, John Seefeld, Pat Klein, Larry Klein, and Cristie Sullivan.

- 2) Mayor Adams asked for a motion to approve the agenda. Motioned by Lacy supported by Sacker. Passed unanimously.
- 3) Introductions were made.
- 4) Mayor Adams opened the citizens hearing. John Seefeld addressed the City Council concerning the noise made by the bars and the permissibility of those events under the noise control ordinance and suggested policy changes. Hearing no further citizen comments Mayor Adams closed the citizens hearing.
- 5) Mayor Adams reviewed the consent agenda, and asked for discussion. City Administrator Anderson noted amendments to the claims list. Mayor Adams asked for a motion to adopt the revised consent agenda which included the following:

- a. Minutes of the June 9, 2014 council meeting.
- b. June Claims list.

VENDOR	REFERENCE	AMOUNT
ACCO	WATER CHEMICALS	\$208.84
TYCO INTERGRATED SECURITY	QRTLTY BILLING 8/1-10/31	\$120.00
AG SOURCE LABORATORIES	WATER TESTING	\$248.00
AMERICAN LIBRARY ASSOC	DUES	\$175.00
BANKERS TRUST	BRIDGE SERIES 08 GO	\$50,250.00
BARNES & NOBLE BOOK SELLER	DVDS	\$79.47
BOB LACY	MILEAGE AND PARKING	\$35.92
BOB LENC	IRRIGATION REPAIRS REC COMPLEX	\$1,364.08
BOBS AUTO PARTS	PUBLIC WORKS	\$46.15
BRANDON CARTER	REIMBURSEMENT BADGE	\$143.10
CASEY'S GENERAL STORE	PD GAS/MERCH	\$1,261.71
CENTURY LINK	LIB PHONE	\$368.16
CHRIS JUNKER	REFUND OVERPAYMENT ON UT BILL	\$29.52
COLE FARMS INC	SCENE DOTS FOR FIRE TRUCKS	\$600.00
CULLIGAN	AUTOMATIC RENTAL	\$21.95
CUSTOM LAWN CARE & LANDSCAPING		\$959.00
DALLAS CO RECORDER	RELEASE DOCUMENT 7089	\$14.00
DALLAS COUNTY NEWS	PUBLICATIONS	\$207.68
DELTA DENTAL	EMPLOYEE DENTAL INS	\$313.82

DEMCO	LIB MATERIALS	\$213.76
EFTPS	FED/FICA TAX	\$2,886.75
EFTPS	FED/FICA TAX	\$2,943.47
ELECTRONIC ENGINEERING	RADIO REPAIR	\$75.00
FOREST SEPTIC ENVIRONMENTAL	SEPTIC AT REC COMPLEX	\$250.00
GALLS AN ARAMARK COMPANY	BADGE - DAGGETT	\$144.98
GARY HERRICK	REIMBURSE FOR WATER	\$16.00
H D SUPPLY WATERWORKS	METER	\$189.00
HEARTLAND AG-BUSINESS GROUP	SUBSCRIPTIONS	\$33.00
HEARTLAND COOP	FD DIESEL	\$189.05
HENNINGSSEN CONST INC	STREET PATCH THRUOUT TOWN	\$2,620.00
ILEA	MMPI2 RESERVE CANDIDATE	\$180.00
IOWA DEPARTMENT OF NATURAL RES	ANNUAL WATER SUPPLY FEE FY15	\$123.22
IOWA LEAGUE OF CITIES	MEMBERSHIP DUES FY14/15	\$678.00
IOWA LIBRARY ASSOCIATION	FY2015 WILBOR SUB FEE	\$391.44
IOWA ONE CALL	FAXES	\$54.90
IPERS	IPERS	\$1,772.61
JIMS JOHNS INC	JOHNSON PARK	\$150.00
LAW ENFORCEMENT TARGETS INC	STANDARD Q TARGETS	\$132.64
LOWE'S	WEEDEATER PARTS	\$158.50
MAFFIN OUTDOOR POWER & AUTO	MOWER TRAILER REPAIR	\$101.01
MAINSTAY	NETWORK MAINT - JULY, AUG, SEP	\$630.00
MASTERSON BOTTENBERG & EICHORN	EC DEV NPO	\$654.00
MATHESON TRI GAS INC	OXYGEN	\$68.56
METERING & TECHNOLOGY SOLUTION	IRRIGATION METERS	\$518.87
MIDAMERICAN ENERGY	GAS/ELEC	\$2,354.71
NEWCOM TECHNOLOGIES INC	AGREEMENT CEMETERY SOFTWARE	\$350.00
OFFICE DEPOT	TAPE, FOLDERS, PAPER	\$737.04
ORGANIC GARDENING	SUBSCRIPTION	\$23.94
PERRY PUBLIC LIBRARY	DIGITIZATION OF PERRY CHIEF	\$150.00
RHODES INC	ROCK FOR REC COMPLEX	\$2,512.97
SMITH'S SEWER SERV. INC	HYDRO CLEAN ELILS/PLEASANT	\$292.50
SQUARE, INC	CREDIT CARD ACCEPTANCE FEE	\$17.18
STAR EQUIPMENT LTD	PUMP ENGINE REPAIR	\$1,341.92
STERNQUIST CONSTRUCTION	PAY EST NO 2 FINAL	\$4,854.70
THE HARTFORD	EMPLOYEE LIFE/DIS INS	\$235.57
THE IOWAN MAGAZINE	SUBSCRIPTION X 1 YEAR	\$24.00
TREAS - STATE OF IOWA W/H	STATE TAX	\$516.00
US POSTMASTER	UT BILLS/NEWSLETTERS 7-2014	\$192.96
VEENSTRA & KIMM INC	BUILDING INSPECTIONS	\$6,922.06
VERIZON WIRELESS	PD CELL PHONE	\$482.43
WASTE CONNECTIONS	GARBAGE CONTRACT	\$5,914.95
WELLMARK	EMPLOYEE HEALTH INS	\$4,273.35

WELLS FARGO CC	PD BINDERS & SOFTWARE	\$1,247.50
WHITFIELD & EDDY PLC	ATTORNEY FEES	\$1,396.00
	***** REPORT TOTAL *****	\$105,460.94

c. June Financial Statement/Quarterly Investment Report.

Fund	Received	Disbursed
GENERAL	\$ 14,504.96	\$ 46,281.43
LIBRARY TECHNOLOGY FUND	\$ 0.01	\$ -
FARMERS MARKET	\$ 45.00	\$ -
ROAD USE TAX	\$ 9,352.60	\$ 5,424.91
EMPLOYEE BENEFITS	\$ 1,224.35	\$ 5,045.07
EMERGENCY FUND	\$ 98.71	\$ -
TIF-CR ESTATE	\$ 0.76	\$ 46,319.43
TIF-WH PINES SUBDIVISIO	\$ -	\$ 36,723.33
TIF-POLK CO. BANK	\$ 1,023.17	\$ 6,671.52
PARK TRUST FUND	\$ 0.15	\$ 7,052.80
LIBRARY TRUST FUND	\$ 0.18	\$ 3,959.59
VM COMMUNITY BETTERMENT	\$ 4,813.50	\$ 2,036.49
DEBT SERVICE	\$ 1,020.35	\$ 50,250.00
DEBT SERVICE-WATER	\$ 25,897.26	\$ -
DEBT SERVICE-LIFT STATI	\$ 10,826.07	\$ -
SIDEWALK CAPITAL PROJEC	\$ 1,020.00	\$ 71.13
CEMETARY-PERPETUAL CARE	\$ 1,000.00	\$ -
WATER	\$ 14,873.26	\$ 9,437.50
SEWER	\$ 20,491.74	\$ 8,268.72
*****REPORT TOTAL*****	\$ 106,192.07	\$ 227,541.92

d. Resolution #2014-16 “A Resolution Transferring Funds.”

e. Resolution #2014-17 “Annual Employee Compensation Adjustments.”

f. Approve the Mayor’s appointment of John Seefeld to the Van Meter Public Library Board of Trustees for a term ending June 30, 2019.

Lacy moved supported by Peterson to adopt and approve Resolution #2014-18, “A Resolution Adopting the Revised Consent Agenda.” Passed unanimously.

6) Mayor Adams recognized Rachel Backstrom who presented the proposed road closure for the planned Van Meter Visitor Festival. Backstrom noted that the Public Library is planning an event on Saturday, September 27, 2014 from 3:00PM to 10:30PM. Backstrom explained that they would have a games by the library and City Hall and asked that Grant Street be closed from Wilson to Cross Street. Moved by Peterson supported by Lacy to approve the requested temporary road closure. Passed unanimously.

7) Mayor Adams recognized Pat Shepard of Civil Engineering Consultants to present the final plat and construction drawings for the Kenyon Ridge Final Plat. Shepard explained that the plat creates 18 lots ranging in size from 1.5 to 3.4 acres. City Administrator Anderson noted that the City’s review is extraterritorial and is limited to enforcing compliance with the City’s subdivision ordinance. The project plans asphalt streets with a rural cross section, water service provided by Zenia Rural Water, and a variety of individual septic systems. Anderson noted that for consistency with the Kenyon Hill Cove final plat, the topography of the area, and the distance from existing City services, City Staff and the Planning and Zoning Commission is recommending that the requirements of the subdivision ordinance be waived so as to allow the project to proceed. Lacy moved supported by Peterson to waive the requirements of the City’s subdivision ordinance. Passed unanimously.

8) Mayor Adams asked City Administrator Jake Anderson to present the proposed memorandum of agreement

for the purpose of implementing a Van Meter Microloan Program with entrepreneur technical assistance in the City of Van Meter. Anderson explained that the MOA establishes an affiliation with the Iowa Foundation for Microenterprise and Community Vitality and with a 15% match makes available \$100,000 for micro lending targeted specifically at Van Meter. Moved by Lacy supported by Peterson to approve the memorandum of agreement. Passed unanimously.

- 9) Mayor Adams asked City Administrator Jake Anderson to present the proposed lease agreement for the premises at 310 Mill Street (the Bob Feller Museum) from the Iowa Foundation for Microenterprise and Community Vitality. Anderson explained that the agreement lays out the Bob Feller Museum Board of Director's asset disposal plan under an organizational dissolution proposal that will be presented to the Bob Feller Museum membership for ratification. Anderson noted that the agreement calls for the real estate property to be transferred to the Iowa Foundation for Microenterprise and Community Vitality which would then lease the property to the City for \$1000 per month for 3 years at the end of which the City would have the option to purchase the property for \$1. Moved by Lacy supported by Peterson to approve the proposed lease agreement. Passed unanimously.
- 10) Mayor Adams asked City Administrator Jake Anderson to present the proposed lease agreement for space designated for the display of Bob Feller artifacts at 310 Mill Street (the Bob Feller Museum) between the City, the Iowa Foundation for Microenterprise and Community Vitality, and the Cleveland Indians Charities. Anderson explained that the display cases within the Bob Feller Museum would be leased by the City and the Iowa Foundation for Microenterprise and Community Vitality to the Cleveland Indians Charities for the preservation of the displays of Bob Feller artifacts. Anderson noted that the Bob Feller Museum has conducted an inventory and that the final asset disposal plan would move certain pieces to Cleveland and Cooperstown and that the display space would later be amended and appropriately scaled to fit the remaining collection. Moved by Lacy supported by Stump to approve the proposed lease agreement. Passed unanimously.
- 11) Mayor Adams asked City Administrator Jake Anderson to present the proposed ordinance amending the code of ordinances gifting a section of water main to the Van Meter Community School District. Anderson explained that the School District submitted a site plan as a part of their facility improvement project. Contained in the site plan submittal was a request that the City gift a section of water main to the District and the proposed ordinance was the instrument that conveyed the water main. Mayor Adams opened the public hearing on the first reading of the proposed ordinance. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing and asked for a motion to approve the first reading of the proposed ordinance. Moved by Lacy supported by Tweed. Passed unanimously. Mayor Adams asked if there was interest in waiving the second reading of the proposed ordinance. Moved by Lacy supported by Tweed to waive the second reading. Passed unanimously. Mayor Adams asked if there was interest in waiving the third reading of the proposed ordinance. Moved by Lacy supported by Tweed to waive the third reading of the proposed ordinance. Passed unanimously. Mayor Adams asked for a motion to approve and adopt the proposed ordinance. Moved by Lacy supported by Tweed to approve and adopt Ordinance 245 gifting a section of water main to the Van Meter Community School District. Passed unanimously.
- 12) Mayor Adams asked City Administrator Jake Anderson to present the proposed ordinance amending the code of ordinances adopting the 2009 International Fire Code. Anderson explained that the Fire Department has requested that rapid entry key storage devices be required as a condition of new commercial construction and that the most efficient method of doing so was to update the City's adopted edition of the International Fire Code from 2006 to 2009. Mayor Adams opened the public hearing on the first reading of the proposed ordinance. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing and asked for a motion to approve the first reading of the proposed ordinance. Moved by Lacy supported by Tweed. On roll call the votes were as follows: Stump – Yes, Lacy – Yes, Tweed – Yes, Sacker – Yes, Peterson – Abstention. Motion passed. Mayor Adams asked if there was interest in waiving the second reading of the proposed ordinance. Moved by Lacy supported by Tweed to waive the second reading. On roll call the votes were as follows: Stump – Yes, Lacy – Yes, Tweed – Yes, Sacker – Yes, Peterson – Abstention. Motion passed. Mayor Adams asked if there was interest in waiving the third reading of the proposed ordinance. Moved by Lacy supported by Tweed to waive the third reading of the proposed ordinance. On roll call the votes were as follows: Stump – Yes, Lacy – Yes, Tweed – Yes, Sacker – Yes, Peterson – Abstention.

Motion passed. Mayor Adams asked for a motion to approve and adopt the proposed ordinance. Moved by Lacy supported by Tweed to approve and adopt Ordinance 246 amending the Van Meter Code of Ordinances adopting the 2009 International Fire Code. On roll call the votes were as follows: Stump – Yes, Lacy – Yes, Tweed – Yes, Sacker – Yes, Peterson – Abstention. Motion passed.

- 13) Mayor Adams asked City Administrator Jake Anderson to present the proposed ordinance increasing utility rates. Anderson explained that utility rate increases are to be phased in to position the rate structure for anticipated capital improvements such as a water treatment plant. Anderson noted that the proposed ordinance increases both water and sewer rates 5% a year for ten years for in-town utility customers and 10% a year for ten years for out-of-town customers. Mayor Adams opened the public hearing on the first reading of the proposed ordinance. Hearing no public comment and having received none in writing Mayor Adams closed the public hearing and asked for a motion to approve the first reading of the proposed ordinance. Moved by Lacy supported by Peterson. Passed unanimously. Mayor Adams asked if there was interest in waiving the second reading of the proposed ordinance. Hearing none a public hearing on the second reading of the proposed ordinance will be held at 7:00PM on Monday, August 11, 2014 at the Veterans Reception Center located at 910 Main Street.

14) Department/Committee Reports

City Attorney Fisk reported working on developing some ideas for the utilization of LMI TIF money for presentation to the City Council. The Council asked for a work session to further examine the issue.

Councilmember Lacy reported on the activities of the economic development group. They are developing bylaws and have started a Connect Iowa broadband infrastructure study for the City of Van Meter.

- 15) Having no other business Mayor Adams asked for a motion to adjourn. Moved by Peterson supported by Sacker. Passed unanimously.

_____ Allan B. Adams, Mayor

ATTEST

_____ Liz Thompson, City Clerk

Van Meter City Council
Meeting Minutes – July 28, 2014

- 1) The Van Meter City Council met in special session on Monday, July 28, 2014 at the Veterans Reception Center located at 910 Main Street in Van Meter. Mayor Adams called the meeting to order at 6:32PM. On roll call the following City Council members were present: Kim Sacker, Mike Peterson, Elizabeth Tweed, and Bob Lacy. Owen Stump was absent.

Also present was City Administrator Jake Anderson.

- 2) Mayor Adams asked for a motion to approve the agenda. Moved by Lacy supported by Sacker. Passed unanimously.
- 3) Mayor Adams asked City Administrator Jake Anderson to present the request for action temporarily closing Mill Street on Sunday, August 3, 2014. Anderson explained that the David Young campaign submitted a written request to temporarily block the street for a campaign rally on August 3rd. Moved by Peterson supported by Tweed to approve the temporary street closure. Passed unanimously.
- 4) Mayor Adams, the City Council, and City Administrator Anderson discussed the development of a facilities plan. In the short term, and in anticipation of City Hall moving to 310 Mill Street, the City Council directed Anderson to solicit proposals from the Public Library and the Department of Public Safety for the dedication and use of the current City Hall space at 505 Grant Street.

In the long term, strategies were discussed for how to get a bond issue approved to support public library and public safety facility improvements. Some ideas included capital campaign challenges for the Friends of the Library and Fire Fighters Association that would include trigger points for action by the City. The Council delayed giving direction on the development of long term plans in favor of further discussion at a future work session.

- 5) Mayor Adams, the City Council and City Administrator Anderson discussed the fee waiver incentive for new residential construction. Anderson noted that he had received feedback from spec builders that indicated the incentive made a difference. The City Council will delay further review until additional data can be collected to help gauge the impact of the program on new construction.
- 6) Mayor Adams, the City Council, and City Administrator Anderson discussed annexation planning. Anderson explained that some letters requesting property owners consider voluntary annexation have been sent out and that he had received roadway maintenance cost estimates from the Dallas County Engineer. In particular the conversation focused on annexing north to the interstate and the property between the original city and the Crestview Estates development. The Council discussed infrastructure issues and property tax implications for those that annex.

- 7) Mayor Adams, the City Council, and City Administrator Anderson discussed green space planning in Crestview Estates. Some ideas included a fund raising challenge to raise the money for a lot and in exchange the City would purchase park equipment and accept ongoing maintenance.
- 8) Having no further business Mayor Adams asked for a motion to adjourn. Moved by Lacy supported by Peterson. Passed unanimously.

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE

ACCOUNTS PAYABLE CLAIMS				

ACCO	WATER CHEMICALS	1,780.30		
ACCUJET LLC	REPAIR MIDBLOCK BT MAIN & ELM	3,500.00		
AG SOURCE LABORATORIES	WA/WASTE WATER TESTING	242.00		
BARNES & NOBLE BOOK SELLER	BOOKS/DVDS	253.57		
BOBS AUTO PARTS	PUB WORKS SHOPS/FD VAC LINE	27.28		
CASEY'S GENERAL STORE	GAS/MERCH	1,164.67		
CENGAGE GALE	BOOKS	108.79		
CENTER POINT LARGE PRINT	BOOKS	112.00		
CENTURY LINK	PHONE CHARGES	333.28		
COMPETITIVE EDGE SOFTWARE	POLICE SOFTWARE & SUPPORT	2,400.00		
CSPI/NUTRITION ACTION NWSLTR	NUTRITION SUBSCRIPTION X 1 YR	20.00		
CULLIGAN	AUTOMATIC RENTAL	21.95		
CUSTOM LAWN CARE & LANDSCAPING	REC COMPLEX WEED CONTROL	974.00		
DALLAS CO RECORDER	ORDINANCE	31.00		
DALLAS CO TREASURER	TAX 2013 REC COMPLEX	450.00		
DALLAS COUNTY NEWS	LEGAL PUBLICATIONS	261.36		
DANKO	PERSONAL PROTECTIVE EQUIPMENT	287.00		
DELTA DENTAL	EMPLOYEE DENTAL INS	313.82	11178392	7/31/14
DO IT YOURSELF MAGAZINE	SUBSCRIPTION X 1 YR	19.97		
DOUGLAS SMUCK	SIDEWALK REPAIR WELLS FARGO	130.00		
EFTPS	FED/FICA TAX	3,014.38	11178389	8/01/14
FILLENWARTH BEACH	2 NIGHTS HERMAN/GILLESPIE WA	440.00		
FRED SCHIMMELS	FD TRUCK REPAIR AIR FILTER/LBR	249.64		
GREATER DALLAS CO - GDCDA	2014/2015 MEMBERSHIP DUES	2,032.00		
HACH	WATER CHEMICALS	178.32		
HEARTLAND COOP	FD DIESEL	122.64		
ILEA	MMPI-2 RESERVE MCFARLAND	180.00		
IMAGING TECHNOLOGIES	BASE QRTLY BILLING/OVERAGE	415.80		
IOWA DEPARTMENT OF NATURAL RES	ANNUAL NPDES FEE FY 14/15	210.00		
IOWA LIBRARY SERVICES	FY2015 WILBOR SUBSCRIPTION FEE	391.44	24761	7/17/14
IOWA ONE CALL	FAXES	22.50		
IOWA PUMP WORKS INC	REPAIRS LIFT STATION X 2	863.50		
IOWA RURAL WATER ASSOC	REG WA CONFERENCE 2014	260.00		
JESTER INSURANCE SERVICE	REC COMPLEX INS COVERAGE	516.00		
JIMS JOHNS INC	KYBO REC COMPLEX	150.00		
KIMBERLY KNAPP	SITE UPDATES PAGE WORK	200.00		
LOWE'S	CITY HALL SUPPLIES/SHOP	66.27		
MASTERTON BOTTENBERG & EICHORN	VM ECONOMIC DEV WORK	132.00		
MATHESON TRI GAS INC	OXYGEN	68.56		
METERING & TECHNOLOGY SOLUTION	METERS X 6	709.95		
METHODIST OC/HEALTH & WELLNESS	DOT DRUG SCREEN COLLECTION	21.25		
MIDAMERICAN ENERGY	ELEC/GAS	2,268.82		
MIDWEST LIVING MAGAZINE	SUBSCRIPTION X 1 YR	19.97		
MIDWEST RADAR & EQUIP	RREPAIR TO RADIO	172.75		
MULCHMART LLC	BULK MULCH	248.00		
MUNICIPAL SUPPLY INC	RADIO READ METERS	2,124.00		
OFFICE DEPOT	PENS/FOLDERS/PAPER/LABEL TAPE	135.82		
OGDEN PUBLICATIONS	MOTHER EARTH SUBSCRIPTION	17.00		
PERRY PUBLIC LIBRARY	LIBRARY AGREEMENT	50.00		
PETTY CASH	LIB POSTAGE/MISC	92.65	24756	7/16/14
SQUARE, INC	CC ACCEPTANCE FEE	23.16	11178390	7/31/14

*** CITY OF VAN METER IA ***
ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR		CHECK
		TOTAL	CHECK#	DATE
THE HARTFORD	EMPLOYEE LIFE/DIS	235.57	11178393	7/31/14
TREAS - ST OF IA SALES TX	QRTLY SALES TAX APR-JUN 2014	2,294.00	11178388	7/18/14
UNITYPOINT CLINIC	DRUG TEST RESULTS	37.00		
US POSTMASTER	STAMPS X 3 ROLLS	147.00		
US POSTMASTER	AUG UT BILLS/NEWSLETTER	193.44	340.44	24762 7/31/14
VEENSTRA & KIMM INC	ENGINEERING/BLDG PERMITS	3,776.08		
WASTE CONNECTIONS	GARBAGE CONTRACT	6,060.29		
WELLMARK	EMPLOYEE HEALTH INS	4,273.35	11178391	7/31/14
WELLS FARGO CC	ANNUAL LEAGUE CONFERENCE	170.14		
WHITFIELD & EDDY PLC	LEGL FEES	703.00		
**** PAID TOTAL ****		10,831.81		
**** SCHED TOTAL ****		34,885.47		
**** OPEN TOTAL ****				
**** ON HOLD TOTAL ****				
***** REPORT TOTAL *****		45,717.28		

*** CITY OF VAN METER IA ***
ACCOUNTS PAYABLE ACTIVITY
CLAIMS DEPT SUMMARY

DEPT	DEPT NAME	TOTAL	CHECK#	DATE
	LIABILITIES	3,014.38		
	POLICE	3,503.45		
	EMERGENCY MANAGEMENT	12.91		
	FIRE	819.35		
	AMBULANCE	68.56		
	ROADS, BRIDGES, SIDEWALKS	2,744.44		
	STREET LIGHTING	238.06		
	GARBAGE	6,356.14		
	LIBRARY	2,871.82		
	PARKS	1,047.11		
	RECREATION	1,589.25		
	CEMETERY	5.21		
	ECONOMIC DEVELOPMENT	132.00		
	CLERK/TREASURER/ADM	467.94		
	LEGAL SERVICES/ATTORNEY	1,124.76		
	CITY HALL/GENERAL BLDGS	765.93		
	WATER	13,658.27		
	SEWER/SEWAGE DISPOSAL	7,297.70		

*** CITY OF VAN METER IA ***
ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	16,352.07		
110	ROAD USE TAX	1,779.68		
112	EMPLOYEE BENEFITS	3,287.33		
182	LIBRARY TRUST FUND	1,437.79		
183	VM COMMUNITY BETTERMENT	35.00		
185	REC CAPITAL FUND	450.00		
600	WATER	14,366.44		
610	SEWER	8,008.97		



CITY OF VAN METER

Bank Reconciliation/Financial Summary - Month/Year: July 2014

<u>Treasurer's Report</u>	
Book Balance, Beginning of Month:	\$1,084,635.95
Add: Total Revenues this Month: with transfers	\$90,113.76
Less: Total Expenditures this Month: with transfers	(\$141,991.97)
Add: Δ Liability	\$3,519.04
Book Balance End of Month:	\$1,036,276.78

<u>Bank Reconciliation</u>	
Checking Account Balance End of Month:	\$531,619.21
Less: Outstanding Transactions (Cash Report):	(\$20,261.61)
Adjusted Checking Account Balance:	\$511,357.60
Currency	
Petty Cash: (res Nov 2004)	\$100.00
Change Fund:	\$30.00
Total Currency:	\$130.00
Investments: (Interest for month included)	
IPAIT	
IPAIT – general	\$220,806.89
IPAIT – park	\$20,621.23
IPAIT – library	\$17,059.77
IPAIT – library/technology	\$1,187.13
IPAIT TOTAL:	\$259,675.02
Certificate of Deposit/ESB	\$250,000.00
Wells Fargo – savings acc't	\$15,114.16
Total Investments:	\$524,789.18
Total of Bank Statements End of Month	\$1,036,276.78

Difference:	\$0.00
Note(s):	

Verify: Mayor or Mayor Pro Tem:

CALENDAR 7/2014, FISCAL 1/2015

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	88,290.06	13,607.14	74,096.93	1,779.23	29,579.50
049 VEHICLE INSPECTION FUND	38,491.91	.00	.00	.00	38,491.91
051 LIBRARY TECHNOLOGY FUND	209.96	.01	.00	.00	209.97
052 PW-VEHICLE REPLACEMENT	7,000.00	.00	.00	.00	7,000.00
053 FD-VEHICLE REPLACEMENT	8,000.00	10,044.93	.00	.00	18,044.93
054 VEHICLE REPLACEMENT-POL	5,631.25	.00	.00	.00	5,631.25
055 VEHICLE REPLACEMENT-FIR	3,000.00	873.82	.00	.00	3,873.82
056 TECHNOLOGY REPLACEMENT-	5,000.00	.00	.00	.00	5,000.00
057 BUILDING REPAIR RESERVE	3,000.00	.00	.00	.00	3,000.00
058 FARMERS MARKET	3,074.81	200.00	.00	.00	3,274.81
110 ROAD USE TAX	62,717.05	7,840.63	17,806.41	374.49	53,125.76
112 EMPLOYEE BENEFITS	85,930.56	405.92	6,486.76	.00	79,849.72
119 EMERGENCY FUND	3,257.45	32.73	.00	.00	3,290.18
121 LOCAL OPTION SALES TAX	53,794.37	.00	.00	.00	53,794.37
125 TIF-CR ESTATE	146,857.67	1,041.98	.00	.00	147,899.65
126 TIF-WH PINES SUBDIVISIO	49,974.91	.00	.00	.00	49,974.91
127 TIF-POLK CO. BANK	44,358.48	.00	.00	.00	44,358.48
128 TIF-STANDBROUGH	.00	.00	.00	.00	.00
180 PARK TRUST FUND	28,092.61	.14	.00	.00	28,092.75
181 REC TRUST	90,380.04	.00	.00	.00	90,380.04
182 LIBRARY TRUST FUND	14,351.28	27,525.17	6,783.73	373.57	35,466.29
183 VM COMMUNITY BETTERMENT	2,807.12	.00	86.75	.00	2,720.37
184 CDBG/HOUSING PROJECT	.00	.00	.00	.00	.00
185 REC CAPITAL FUND	30,681.22	.00	.00	.00	30,681.22
186 SITE CERT/WA PROJECT	167,214.46	.00	6,761.26	.00	160,453.20
200 DEBT SERVICE	1,032.18-	1,433.49	.00	.00	401.31
205 DEBT SERVICE-WATER	.00	.00	.00	.00	.00
213 DEBT SERVICE-LIFT STATI	.00	.00	.00	.00	.00
300 SIDEWALK CAPITAL PROJEC	71.13-	72.13	.00	.00	1.00
500 CEMETARY-PERPETUAL CARE	15,050.00	.00	.00	.00	15,050.00
600 WATER	79,051.13	15,796.36	15,744.50	494.57	79,597.56
606 WATER MAIN PROJECT	41,242.47	.00	1,032.18	.00	40,210.29
610 SEWER	8,280.45	11,239.31	13,193.45	497.18	6,823.49
612 DEBT SERVICE-SEWER LAGO	.00	.00	.00	.00	.00
Report Total	1,084,635.95	90,113.76	141,991.97	3,519.04	1,036,276.78

Agenda Item #6 - Annual State of the Library Report

Submitted for:
Information

Recommendation:
Receive and file.

Sample Language:

Mayor: *Would the Library Director please present the annual report?*

Library Director: *Makes presentation*

Mayor: *Does the Council have any questions? If not thank you for the report.*

State of the Van Meter Public Library as of June 30, 2014

This report is for the fiscal July 1, 2013 through June 30, 2014 year.

As of June 30, 2014 we ended the year spending 100.85% of our budget. We went over by \$516.98.

This was not bad considering we had an unexpected expense for a new furnace of \$4,110.00 and a new public computer for \$440.00.

We were budgeted \$61,050.00 and spent \$61, 566.98.

We had 10,616 people use the library last year.

The librarians and volunteers answered approximately 2,400 reference and informational questions.

Items circulated last year 10,691 (this includes books, e books, audio books, DVDs, games, puzzles and magazines).

This past year we began using the new digitization process SURPASS. I thank the Board, City Administrator, Mayor and Council through this process of their support and patience. In the beginning it took a few months to look into and decide which company to go with. We bought one host seat which means everything had to be entered through one computer. This really began to happen when Michelle Boren was hired in July 2013. Michelle has now entered over 9,500 items and we are seeing a light at the end of the tunnel. I did not want to close the library during this time and so that slowed down the process also. In July 2014 we will start running our first reports from SURPASS.

The library has continued to have excellent reading programs last summer and this summer. We had around 100 kids and teens sign up both years. We have been able to give awesome prizes, zoo passes and books for the kids to keep both years. This year volunteers supplied the treats on Fridays and volunteers gave their time and funds on the science projects. We also had the Science Center of Iowa in for a program.

The library has continued to have two book clubs each month. The second one is a sci-fi/fantasy book club and has been very interesting.

We also continue to have a crocheting and knitting night each month. We have had several teens learn knitting this summer.

During the school year we continue to have an after school time and activities daily. We continue to be one of a few libraries in Iowa that does this daily. The volunteers really make a big difference.

This past year we have shown three movies for kids with pizza and/or popcorn. 2 of the movies were shown in the fire house. The other was shown at the Veterans Reception Center. We will continue to do this as we shared the cost of the movie license with the Safety Department.

Last year we had a bake sale and a zombie walk. We have also had one lemonade stand this year.

The library had extended hours last year during RAGBRAI. We also had a Thanksgiving dinner for Senior Citizens and families. The library was also open Christmas Day so that citizens could use the free wifi and talk or skype with loved ones.

We had our first "Van Meter Visitor Festival" last year with over 100 in attendance and we are planning the second one for September 27th.

During this past year we have helped many patrons with genealogy questions. We met a record number of Van Meter descendants. About 5 families directly related to Jacob Van Meter.

Jolena was a part of ILEADSUSA and our Dallas County Group completed our project of an on-line book club to bring our communities closer together and helping them be aware of what their libraries have to offer. Jake Anderson was my mentor and my Board was very supportive. During our last presentations in Ames we had the best support. Because of ILEADSUSA we (Dallas County Team) have been asked to have presentations and data ready for several other conferences.

This past year we continue to make improvements that allow for more room and privacy in the library.

Our library has continued to help several other book clubs with books which meet outside the library.

Jolena has weeded twice this past year for the entire library. Jolena is starting this again in August 2014 for the 3rd time.

Michelle and several volunteers continue to help patrons on the computers. In the future we would like to offer basic computer classes.

Jolena was interviewed for "Monsters and Mysteries in America" last year. This year I am being interviewed by the Travel Channel for the show "Hidden Heartland". The travel channel will also be here to film during the "Van Meter Visitor Festival" on September 27th. They do want information on the Visitor but are much more interested in Van Meter's History.

Our library has seen growth in the number of college and teen age kids in to use the library for free wifi, competitions and Young Adult Books.

Several of our tweens made videos of their library and why they love it. These were approved and have aired on youtube and have been shared with other libraries.

We had Josh Heard, author from Tabor, Ia, in last year last for a talk on Ghost Hunting. Josh is an author of two books, the first being "When Ghost Hunting Goes Wrong".

Inter Library loans have been very important to our community and other libraries. We are able to obtain almost any title in one of Iowa's 544 libraries.

The library and park flowers are taken care of through donations. Deb Traxler is the volunteer who takes care of the birds, feeding the birds and the flowers. Others donate the purchase of the flowers and plants.

The library continued to help during the Farmer's Market in 2013 with kid's activities in the library. The library also had Summer Reading sign-up during the Raccoon River Days. We had awesome handouts that went with the theme Boom, Pop, Fizz.

This past year and summer we have had several high school kids in for community service to earn their honor cords at the school. This has helped them and our library.



FIRE-RESCUE



NO
PARKING
ANY
TIME

usagain





Agenda Item #7 - Lease Agreement with Verizon Wireless

Submitted for:
Action

Recommendation:
Approve the proposed lease.

Sample Language:

Mayor: *Mr. Anderson would you please present the proposed lease agreement with Verizon Wireless?*

City Admin: *Makes presentation*

Mayor: *Does the Council have any questions?*

I would entertain a motion to approve the proposal.

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The motion is approved. Thank you.*

Resolution # 2014-_____ “A Resolution to Approving a Lease Agreement with Verizon Wireless”

Whereas the Van Meter Code of Ordinances gives the City Council the sole authority to review and approve contracts, and

Whereas Verizon Wireless is willing to lease space on the Water Tower for the installation of a cellular array, and

Whereas the City Engineer has reviewed the proposal and has agreed that the structural integrity of the Water Tower is sufficient for the additional load, and

Whereas the lease agreement provides additional revenue for the City government, now

Therefore be it resolved that the City Council of the City of Van Meter hereby approves the lease agreement and authorizes the Mayor to execute the lease agreement on behalf of the City.

Passed and Approved this 11th Day of August 2014.

_____ Mayor Allan Adams

ATTEST:

_____ Liz Thompson, City Clerk

Verizon Wireless WA Tower Lease

Initial Term

Year	Annual Rent	% Δ
1	\$ 24,000.00	N/A
2	\$ 24,720.00	3%
3	\$ 25,461.60	3%
4	\$ 26,225.45	3%
5	\$ 27,012.21	3%

Extention Term 1

Year	Annual Rent	% Δ
6	\$ 27,822.58	3%
7	\$ 28,657.26	3%
8	\$ 29,516.97	3%
9	\$ 30,402.48	3%
10	\$ 31,314.56	3%

Extention Term 2

Year	Annual Rent	% Δ
11	\$ 32,253.99	3%
12	\$ 33,221.61	3%
13	\$ 34,218.26	3%
14	\$ 35,244.81	3%
15	\$ 36,302.15	3%

Extention Term 3

Year	Annual Rent	% Δ
16	\$ 37,391.22	3%
17	\$ 38,512.95	3%
18	\$ 39,668.34	3%
19	\$ 40,858.39	3%
20	\$ 42,084.15	3%

Extention Term 4

Year	Annual Rent	% Δ
21	\$ 43,346.67	3%
22	\$ 44,647.07	3%
23	\$ 45,986.48	3%
24	\$ 47,366.08	3%
25	\$ 48,787.06	3%

Total Agreement Rev	\$ 875,022.34
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SITE NAME: **DES Bob Feller**
SITE NUMBER:
ATTY/DATE: 8/8/14

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the City of Van Meter, an Iowa municipal corporation, with its principal offices at 505 Grant Street Van Meter, Iowa 50261, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 2684 Brookview Lane, in the City of Van Meter, County of Dallas, State of Iowa, as being further described in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way"); and together with any further rights of way (the "Further Rights of Way") over and through the Property between Property line, the Land Space and the Tower Space for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are collectively referred to hereinafter as the "Premises", are substantially described in Exhibit "A", attached hereto and made a part hereof.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-four Thousand and No/100 Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time

during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at "Verizon Wireless, c/o First Energy, PO 182727, Columbus, OH 43218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASE. The annual rental shall be increased by three percent (3%) each year on the anniversary of the Commencement Date.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally

rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage, including all reasonable costs and attorneys' fees, resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress from the Property line to the Tower location. LESSOR shall maintain the Further Right-of-Way by mowing and the clearing of brush and snow. Should the Further Right of Way need to be improved, it shall be done by LESSEE at LESSEE's expense. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the

Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Once in each ten-year period of the agreement, LESSEE agrees that LESSOR can request that Lessee move equipment including coaxial cables and antennas, and any other such equipment attached to the tower, off of the water tower for sandblasting, treating, painting and other regular maintenance of the water tower. LESSOR shall be required to provide 180 days notice to LESSEE of any such proposed maintenance, and LESSEE shall not unreasonably refuse to remove said equipment.

In the event that LESSEE must move equipment as described herein, then LESSOR agrees to provide a mutually acceptable location to LESSEE to locate and operate temporary telecommunications facilities for the entire period of time, when the primary telecommunication facilities are non-operational, due to regular maintenance activities. LESSEE will be permitted to install any type of temporary facility necessary to keep its communication system operational. Any maintenance will be conducted by LESSOR as expeditiously as possible.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly

rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. 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, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee 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 the sender by like notice):

LESSOR: City of Van Meter
505 Grant Street Van Meter
Iowa 50261

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of the Property, Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any

condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. Consent and Non-Disturbance of Access and Utility Easement. Van Meter Community School District ("School District") conveyed to LESSEE by an Access and Utility Easement ("Easement"), certain easement rights encumbering the land attached thereof (the "Easement Property") for the benefit of certain licensed property of LESSEE.

LESSOR consents to the Easement and to LESSEE's use of the Easement Property under the Easement, and LESSOR agrees it will not interfere with LESSEE's use, possession and enjoyment of the Easement. LESSOR further agrees that if LESSEE's licensed interest is terminated on the parcel of land, which is connected to the nearest right of way by the Easement and certain other connecting easements, and LESSEE continues in possession of said licensed property, the Easement shall not terminate and LESSEE shall have the right to continue to use the Easement.

Signatures on following page

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

LESSOR:

City of Van Meter,
an Iowa municipal corporation

By: _____
Name: _____
Its: Mayor

By: _____
Name: _____
Its: City Clerk

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Lynn Ramsey
Its: Area Vice President Network

Date: _____

Remainder of page intentionally left blank

Exhibit "A"

(Legal Description of Property)

Page 1 of 3

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 100.00 feet; thence N 89°47' E 100.00 feet; thence S 00 Degrees 13' E 100.00 feet; thence S 89° 47' W 100.00 feet to the Point of Beginning.

Exhibit "A"

(Sketch of Land Space within Property)

Page 2 of 3

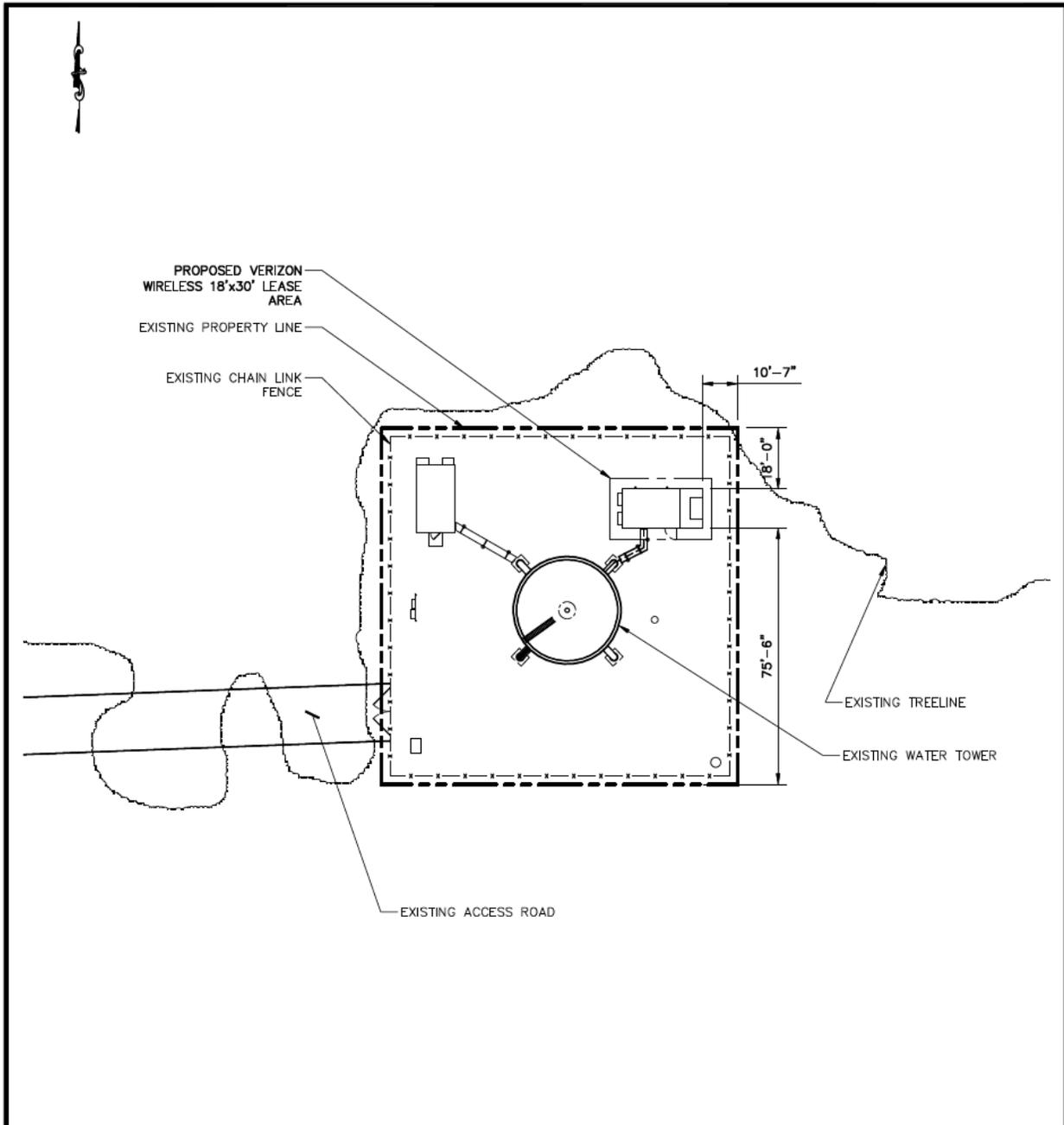


Exhibit "A"

(Sketch of Tower Space)

Page 3 of 3

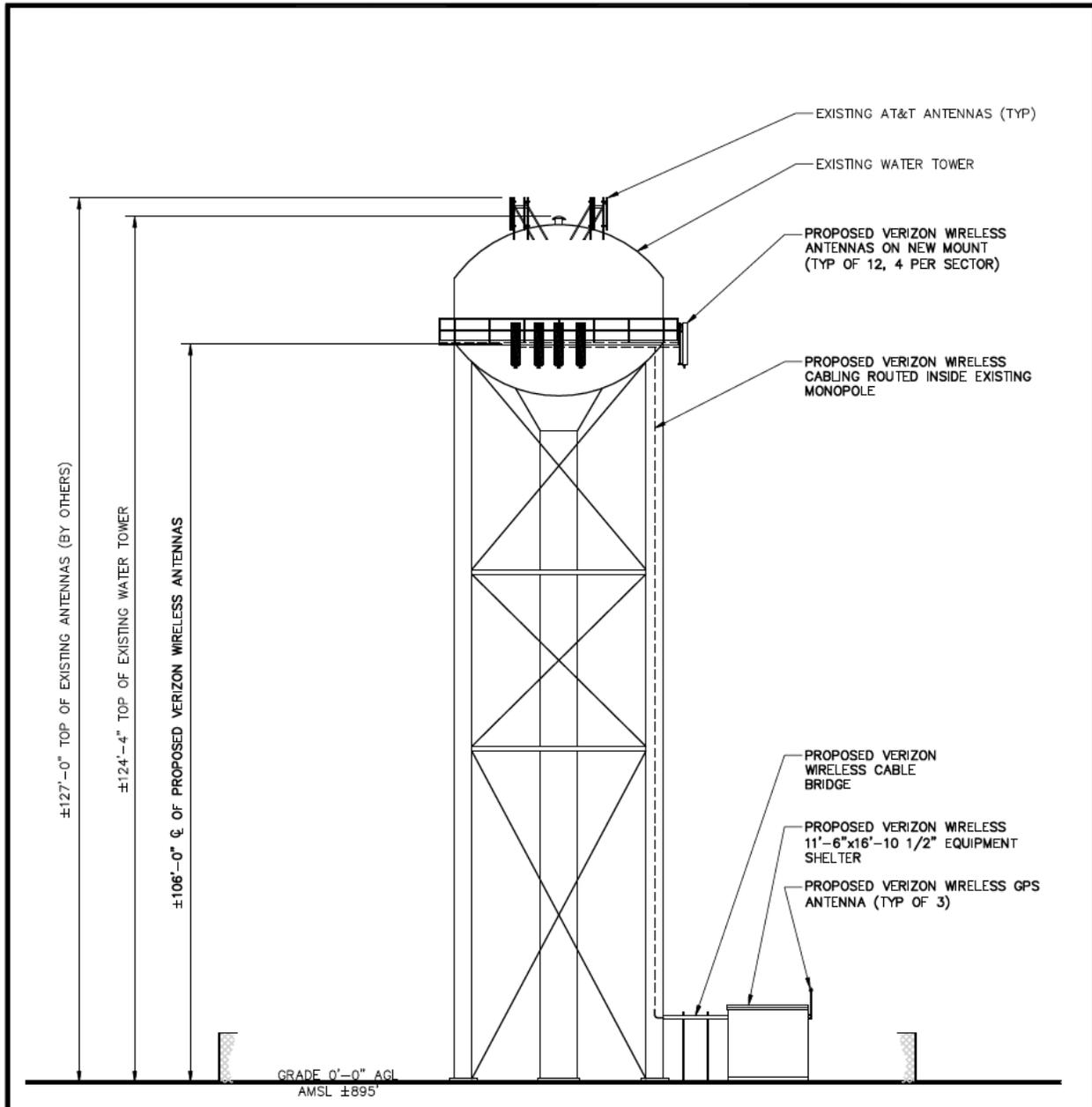


Exhibit "B"

**(Radio Communications Equipment,
Antennas and Appurtenances)**

Page 1 of 1

Twelve (12) (number) antennas at 106 foot centerline above ground level, twelve (12) (number) cable lines from equipment to antennas, equipment building with communications/power supply equipment, telephone and electrical facilities, and all associated equipment and appurtenances related to the aforementioned antennas, lines, equipment and facilities.

Exhibit "C"

(Survey)

Page ___ of ___

[TO BE INSERTED PRIOR TO FULL EXECUTION]

Agenda Item #8 - Noise Ordinance Recommendation

Submitted for:
Action

Recommendation:
Set a date and time for a public hearing on the proposed amendment to the code.

Sample Language:

Mayor: *Mr. Anderson would you please present the Policy Committee's recommendation?*

City Admin: *Makes presentation*

Mayor: *Does the Policy Committee have anything to add?*

Does the Council have any questions?

I would entertain a motion to set a public hearing on the proposal for September 8, 2014 at 7:00PM.

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The motion is approved. Thank you.*

CHAPTER 52

NOISE CONTROL

52.01 Scope of Regulations

52.02 Definitions

52.03 Noise Disturbance Prohibited

52.04 Included Sounds

52.05 Excluded Sounds

52.06 Sound Equipment Permit

52.07 Other Laws and Ordinances

52.01 SCOPE OF REGULATIONS. This chapter applies to the control of all noise originating within the limits of the City, except in the following cases: (a) a State or Federal agency has adopted a different standard or rule than that prescribed within this chapter which preempts the regulation of noise from a particular source so as to render this chapter inapplicable, or (b) the Council has determined that, by reason of public acceptance of the activity producing a particular noise or noises, such noise is deemed acceptable to the residents of the City.

52.02 DEFINITIONS. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms have the following meanings. Definitions of technical terms used in this chapter which are not herein defined shall be obtained from publications of acoustical terminology issued by the American National Standards Institute (ANSI):

1. “Application” means the application discussed in Section 52.06 of this chapter.
2. “Emergency” means any occurrence or set of circumstances involving actual or imminent physical or psychological trauma or property damage which demands immediate action.
3. “Emergency work” means any work performed for the purpose of alleviating or resolving an emergency.
4. “Motorcycle” means any two or three-wheeled motor vehicle.
5. “Motor vehicle” means any motor-powered vehicle designed to carry at least one passenger or driver and of the type typically licensed for use on the public highways. (Note: “motor vehicle” includes most motorcycles.)
6. “Noise” means any sound which disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.
7. “Noise disturbance” means those sounds defined as “noise disturbances” in Section 52.04 of this chapter which have not otherwise been excepted and excluded from said Section 52.04 under any of Sections 52.01(b), 52.05 or 52.06 of this chapter.
8. “Powered model vehicle” means any self-propelled airborne, waterborne or land-borne model plane, vessel or vehicle which is not designed to carry persons, including but not limited to, any model airplane, boat, car or rocket.
9. “Public right-of-way” means the traveled portion of any street or alley or similar place which is owned or controlled by the City or other governmental entity.
10. “Real property boundary” means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property division.
11. “Recreational vehicle” means any motor-powered vehicle designed to carry at least one passenger or driver and equipped for use in racing or other recreational events or uses off of public

right-of-way on public or private property; except, however, for the purposes of this chapter, any such vehicle which is licensed for use on the public highways is deemed a “motor vehicle” (or “motorcycle” if two or three-wheeled) and not a “recreational vehicle.” (Examples of recreational vehicles are a snowmobile, ATV, minibike, stock car or motorboat.)

12. “Residential property” means any property on which is located a building or structure used wholly or partially for living or sleeping purposes.

13. “Sound” means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

14. “Sound equipment” means any radio, record player, tape deck or player, loud speaker, amplifier, sound track or other device for producing, reproducing or amplifying sound, except, however, “sound equipment” does not include (a) sirens and other equipment used to alert persons to the existence of an emergency, (b) equipment used by law enforcement and other public safety officials in the performance of their official duties, (c) church carillons, bells or chimes, (d) mobile radio or telephone signaling devices and (e) automobile and truck radios, tape decks or players or other such standard equipment used and intended for the use and enjoyment of the occupants provided that the sound emitted therefrom does not exceed seventy five (75) dB(A) when measured at a distance of twenty five feet (25')~~is not audible for more than fifty (50) feet from such automobile or truck.~~

15. “Sound Level Meter” means an instrument, including a microphone, amplifier, output meter and weighting networks, that is sensitive to pressure fluctuations. The output meter reads sound pressure level in decibels when properly calibrated and the instrument is of type 2 or better as specified in American National Standards Institute, USA standard specification for general purpose sound level meters (S1.4-1971), and preferred center frequencies for acoustical measurements (S1.6-1960), or any subsequent nationally adopted standard superseding such standards. A "weighted sound level" or "sound level" means the sound pressure level in decibels as measured on a sound level meter using the A weighting network. The level so read shall be designated as dB(A) or dBA. "Decibel" means a logarithmic and dimensionless unit of measure often used in describing the amplitude of sound and is denoted as dB. (2000 Code § 48.03)

52.03 NOISE DISTURBANCE PROHIBITED. It is unlawful for any person to willfully make or continue or cause or allow to be made or continued any noise disturbance within the City.

52.04 INCLUDED SOUNDS.

A) Except for sounds excluded under any of Sections 52.01(b), 52.05 or 52.06 of this chapter, the term “noise disturbance” means any of the following sounds:

1. Injurious or Disturbing Sounds Generally. Any sound which endangers or injures the welfare, safety or health of a human being or disturbs a reasonable human being of normal sensitivities or causes or tends to cause an adverse physiological or physical effect on human beings or devalues or injures property.
2. Selling by “Hawking” or “Barking.” The sound of selling by shout or outcry when made within the area of the City zoned residential or commercial.
3. Loading and Unloading. The sound made by outdoor loading, unloading, opening, closing or handling of boxes, crates, containers, building materials or similar objects between the hours of

9:00 p.m. and 7:00 a.m. within any area of the City zoned residential. The sound made by the outdoor loading, unloading, opening, closing or handling of trash cans, trash containers, trash receptacles, trash dumpsters or similar objects which is received between the hours of 9:00 p.m. and 7:00 a.m. at the real property boundary of residential property.

4. Engine Repairs and Testing. The sound made by the repairing, rebuilding, modifying or testing of a motor vehicle or recreational vehicle which is received between the hours of 7:00 p.m. and 7:00 a.m. at the real property boundary of residential property.

5. Powered Model Vehicles. The sound made by the operation of a powered model vehicle which is received between the hours of 7:00 p.m. and 7:00 a.m. at the real property boundary of residential property.

6. Musical Instruments. The sound made by a drum, horn, reed instrument, string instrument or other musical instrument or device which is received between the hours of 9:00 p.m. and 7:00 a.m. at the real property boundary of residential property.

7. Off-road Motorcycle and Recreational Vehicle Noise. The sound made on private property or on City-owned property other than a public right-of-way by a motorcycle or recreational vehicle and received between the hours of 9:00 p.m. and 7:00 a.m. at the real property boundary of residential property; provided, however, the sound made by a motorcycle when traveling from private property to a public right-of-way, or vice versa, in pursuance of normal ingress or egress for purposeful transportation is not a noise disturbance unless made so by some provisions of this section other than this subsection 7.

8. Construction Noise. The sound made by tools or equipment in erection, demolition, excavation, drilling or other such construction work which is received between the hours of 9:00 p.m. and 6:00 a.m. at the real property boundary of residential property.

9. Sound Equipment. The sound made by sound equipment operated upon the public right of way, in any building or upon any public or private premises shall be classified as a noise disturbance if either: a) on a complaint, the sound is in excess of the maximum non-permitted levels shown in the chart below when measured at the nearest property boundary of a receiving land use where the complaining party was disturbed; or b) the sound is of a nature that cannot accurately be measured by a sound level meter, and such sound is disturbing to a reasonable human being of normal sensitivities.

MAXIMUM NON-PERMITTED LEVELS

<u>Receiving Land Use</u>	<u>Maximum dB Permitted</u>
<u>Residential</u>	<u>65 between 7:00 A.M. and 10:00 P.M.</u> <u>55 between 10:00 P.M. and 7:00 A.M.</u>
<u>Commercial</u>	<u>70</u>

~~9. Sound Equipment. The sound made by sound equipment operated upon the public right of way or in any building or upon any premises, public or private, if plainly audible from any public right of way within the City unless the person using, operating or causing to be used or operated the sound equipment possesses a current sound equipment permit and the actual use or operation of such sound equipment is not inconsistent with the statements made in the application or the conditions imposed in the sound equipment permit.~~

10. Racing. The sound made by a motor vehicle or recreational vehicle on private property or public right-of-way during any racing event or time trial, whether organized or unorganized.

11. Screeching Tires. The sound made by the intentional screeching or squealing of the tires of a motor vehicle in areas of the City zoned residential or commercial.

12. Noisy Exhaust System. The sound made by a motor vehicle or a recreational vehicle whose exhaust system has been modified by the installation of a muffler cut-out or bypass or the sound made by such vehicle whose exhaust system emits an excessive or unusual sound as compared to the sound emitted by its original exhaust system, whether caused by modification, substitution, age, injury or deterioration of its original exhaust system. For the purposes of this section the sound made by a vehicle's original exhaust system may be determined by the observation of the sound made by the original exhaust system of another similar vehicle.

13. Animal or Bird Noises. The frequent or habitual sound made by a domesticated animal or bird, other than livestock owned or possessed for agricultural purposes, which is received any time at the real property boundary of residential property.

B) Noise Permit: Sound in excess of the maximum permitted levels shall not be a noise disturbance if such sound is emitted in accordance with a noise permit issued by the city.

52.05 EXCLUDED SOUNDS. Any other provision of Section 52.04 or other section of this chapter to the contrary notwithstanding, the term "noise disturbance," as used in this chapter, does not mean or include the following sounds:

1. Lawn and Garden Equipment. The sound emitted by motor-powered muffler-equipped lawn and garden equipment operated between the hours of 7:00 a.m. and 9:00 p.m.

2. Chain Saws. The sound emitted by motor-powered tree-trimming equipment operated between the hours of 7:00 a.m. and 9:00 p.m.

3. Snow Removal Equipment. The sound emitted by motor-powered, muffler-equipped snow removal equipment operated between the hours of 5:00 a.m. and 11:00 p.m. and the sound emitted by City-owned or hired snow removal equipment.

4. Emergencies. The sound emitted in the performance of emergency work or to alert persons to the existence of an emergency.

5. Alarms. The sound emitted by the intentional sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device for emergency purpose or for the essential testing of such device.

6. Church Bells. The sound emitted by church carillons, bells or chimes.

7. Automobile Radios. The sound emitted by an automobile or truck radio, tape deck or player or other such standard equipment used and intended for the use and enjoyment of such vehicle's occupants while such vehicle is on the public right-of-way, provided that the sound emitted therefrom is not audible for more than fifty (50) feet.

8. Certain Signaling Devices. The sound emitted by mobile radio or telephone signaling devices.

9. Religious Ceremonies. The sound emitted in conjunction with a religious celebration.

10. Law Enforcement. The sounds made or caused to be made by law enforcement officials in the performance of their official duties.

11. Construction Noise. The sound emitted by construction work (erection, demolition, excavation, drilling, etc.) between the hours of 6:00 a.m. and 9:00 p.m., which is being performed pursuant to a proper and current building permit.

12. Mosquito Spraying Equipment. The sound made by the City-owned or hired mosquito spraying equipment.

52.06 MEASUREMENT OF NOISE AND SOUND: The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone shall be positioned so as not to create an unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. The measurement shall be an A weighted, slow response sound level.

52.06—07 SOUND EQUIPMENT PERMIT. No person shall use, operate or cause to be used or operated any sound equipment upon the public rights-of-way or in any building or upon any premises, public or private, if the sound emitted thereby is plainly audible from the public right-of-way within the City unless such person has obtained a sound equipment permit in accordance with this section and the actual use or operation of such sound equipment is not inconsistent with the statements made in the application or the conditions imposed in the sound equipment permit.

1. Application for Permit. Applications for sound equipment permits shall be made in writing to the Clerk or ~~Building Official~~City Administrator and shall contain the following information:

Aa. —Name and address of applicant.

Bb. —The type of event for which the sound equipment will be used.

Cc. —The location where the sound equipment will be used.

Dd. —The proposed date and duration of the event and the hours of operation of the sound equipment.

Ee. —A general description of the sound equipment, including whether the sound source will be located inside a building or outside as well as the license number of any motor vehicle upon which said sound equipment is to be operated if applicable.

Ff. —Any other information as may be required by the ~~Clerk-City Administrator, or Building Official~~Fire Chief, or Police Chief.

2. Permit Fee. The fee for a sound equipment permit is ~~twenty-five~~ twenty dollars (\$~~255~~250.00) for ~~one (1) day or less residential land use sources~~ and ~~twenty-five~~ two hundred fifty dollars (\$~~250~~250.00) for ~~two (2) through seven (7) days commercial land use sources~~. No permit is required for sound equipment used by a school or the City, the State or the Federal government at events sponsored by the governmental subdivision or agency thereof.

3. Issuance of Permit. Applications for noise permits shall be reviewed by the Fire Chief and Police Chief and then issued or denied by either the City Administrator or his/her designee. The applicant may appeal the denial of a noise permit by filing a written request for appeal with the City Administrator or his/her designee, requesting that the denial of the application for noise permit be reviewed by the city council at the council's next regularly scheduled meeting. The city shall consider the following factors in connection with the issuance of a noise permit:

a. The location of the proposed event or source of the noise in relation to surrounding residences or businesses;

b. The time of day and day of the week for which the permit is requested. The city shall not issue a noise permit that extends after ten o'clock (10:00) P.M. on a weeknight or after eleven o'clock (11:00) P.M. on a weekend night or on the night of a holiday, except in unusual circumstances, for good cause shown and approved by the city council;

c. The duration of the activity for which the noise permit is requested;

d. Whether the applicant has misrepresented any information in past noise permits;

e. Whether the applicant has failed to comply with conditions set forth in prior noise permits that have been issued by the city;

f. Whether the applicant has had prior violations of the noise ordinance; and

g. Such other considerations as are advisable to protect the health, welfare and quality of life for the residents and businesses of the city. ~~Permits may be issued by the Clerk-Building Official. Except as hereinafter provided, if the application contains the required information and is accompanied by the required fee, the sound equipment permit shall be issued with reasonable dispatch.~~

44. Limitations. A sound equipment permit shall not be issued if the sound to be emitted by the sound equipment would be a noise disturbance under Section 52.04 (other than subsection 9) of this chapter. A sound equipment permit issued in violation of this subsection 4 is void and of no force and effect.

55. Conditions. When a permit is issued pursuant to this chapter, the sound levels listed in the following table shall be the maximum levels permitted when measured at the edge of the city street, the alley right of way or the property line, whichever reasonably appears to be nearest to the source of the sound:

<u>Source Land Use:</u>	<u>Maximum dB Permitted</u>
<u>Residential</u>	<u>75 between 7:00 A.M. and 10:00 P.M.</u> <u>65 between 10:00 P.M. and 7:00 A.M.</u>
<u>Commercial</u>	<u>80</u>

When granting the permit, the council may impose lower sound level limits based upon the location and length of the proposed event for which the permit is requested and the council may impose other reasonable conditions and requirements to be met or fulfilled by the noise permit holder preliminary to or at the time of the use or operation of the sound equipment. Such conditions shall be those necessary or advisable to protect the health, welfare and quality of life of the residents of the city and may include, without limitation, restrictions on the time of day the sound equipment can be used or operated and restrictions on the length of time that the sound equipment may be used or operated. The permit holder shall be responsible for monitoring the level of sound to ensure that the conditions of the permit are not violated.

6. Noncompliance by Permittee; Should the person, business, or organization holding a permit not attentively observe all limitations and restrictions found in this chapter and in the noise permit,

a. City authorities shall be authorized to stop such permitted event or to turn the sound equipment off or reduce it to the level authorized by the noise permit.

b. For continued or repeated noncompliance after corrective action is taken by city authorities in paragraph 52.07.6.a of this code the responding city authority shall cite continued or repeated noncompliance with the maximum fine prescribed in Chapter 3.03 of this code.

~~The Building Official or the Council may impose reasonable conditions and requirements to be met or fulfilled by the sound equipment permit holder preliminary to or at the time of the use or operation of the sound equipment. Such conditions and requirements shall be those conditions and requirements necessary or advisable to protect the health, welfare and quality of life of the residents of the City and may include, without limitation, restrictions on the time of day the sound equipment can be used or operated, restrictions on the level of the sound to be produced and restrictions on the number of minutes or consecutive minutes that the sound equipment may be used or operated during any one hour or day.~~

~~67.~~ Permissibility. Any other language to the contrary in this chapter notwithstanding, sound made by sound equipment for which a valid sound equipment permit has been issued under this Section 52.06 shall be permissible hereunder and shall not constitute a violation of this chapter regardless of the fact that said sound equipment may be operated upon the public right-of-way or in a building or upon premises, public or private, that is plainly audible from a public right-of-way within the City.

52.07—08 OTHER LAWS AND ORDINANCES. No provisions of this chapter should be construed to legalize or permit sounds, devices or activities made unlawful by other ordinances of the City or State or Federal statutes.

52.09 PENALTY. Unless another penalty is expressly provided by this chapter for any particular provision or section, any person violating any provision of this chapter or any rule or regulation adopted herein by reference shall be subject to a civil penalty as set forth in the schedule of civil penalties in Chapter 3 of this code. Each day that a municipal infraction occurs and/or is permitted to exist constitutes a separate offense.

[The next page is 273]

Agenda Item #9 - Public hearing on an ordinance increasing utility rates

Submitted for:

Action

Recommendation:

Approve the second reading of the ordinance, give consideration to waiving the third reading, if waived approve and adopt the ordinance.

Sample Language:

Mayor: *Mr. Anderson would you please present the proposed ordinance?*

City Admin: *Makes presentation*

Mayor: *At this time I will recognize members of the public that would like to address the City Council. Once given the floor those addressing the City Council will be given 3 minutes to read their comments into the record.*

Did the City Clerk receive any comments in writing? If not, I hereby close the public hearing.

Does the Council have any questions? If not I would entertain a motion to approve the second reading.

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The motion is approved. Do I hear a motion to waive the third reading?*

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The motion is approved. Do I hear a motion to approve and adopt?*

City Councilmember _____: *So moved.*

City Councilmember _____: *Second.*

Mayor: *Roll Call Please.*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The ordinance is adopted and will be effective upon publication. Thank you.*

ORDINANCE No. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF VAN METER, IOWA, 2007, AS AMENDED, AMENDING CHAPTERS
CONCERNING “WATER RATES” AND “SEWER RATES”

**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 rates reflected in the Van Meter Code of Ordinances for the water services.

SECTION 2: Amendment.

(A) “Water Rates,” Section 92.02 and 92.03, are hereby amended as follows:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:

Rates Based on Gallons used per month:

	First 2000 Gallons	Over 2000 Gals
Current	\$ 15.84	\$ 3.61
Upon Effective ¹ Date	\$ 16.63	\$ 3.79
7/1/2015	\$ 17.46	\$ 3.98
7/1/2016	\$ 18.34	\$ 4.18
7/1/2017	\$ 19.25	\$ 4.39
7/1/2018	\$ 20.22	\$ 4.61
7/1/2019	\$ 21.23	\$ 4.84
7/1/2020	\$ 22.29	\$ 5.08
7/1/2021	\$ 23.40	\$ 5.33
7/1/2022	\$ 24.57	\$ 5.60
7/1/2023	\$ 25.80	\$ 5.88
7/1/2024	\$ 27.09	\$ 6.17

92.03 RATES OUTSIDE THE CITY. Water service shall be provided to any customer located outside the corporate limits of the City which the City has agreed to serve at the following rates:

Rates Based on Gallons used per month:

	First 200 Gallons	Over 2000 Gals
Current	\$ 31.69	\$ 7.23
Upon Effective Date	\$ 34.86	\$ 7.95
7/1/2015	\$ 38.34	\$ 8.75

¹ Date the ordinance is made effective.

7/1/2016	\$	42.18	\$	9.62
7/1/2017	\$	46.40	\$	10.59
7/1/2018	\$	51.04	\$	11.64
7/1/2019	\$	56.14	\$	12.81
7/1/2020	\$	61.75	\$	14.09
7/1/2021	\$	67.93	\$	15.50
7/1/2022	\$	74.72	\$	17.05
7/1/2023	\$	82.20	\$	18.75
7/1/2024	\$	90.42	\$	20.63

No such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules and regulations applying to water service established by the Council.

(B) “Sewer Rates,” Section 99.02, is hereby amended as follows:

99.02 RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system within the City as follows:

Rates Based on Gallons used per month:

	First 200 Gallons	Over 2000 Gals
Current	\$ 15.66	\$ 4.60
Upon Effective Date	\$ 16.44	\$ 4.83
7/1/2015	\$ 17.27	\$ 5.07
7/1/2016	\$ 18.13	\$ 5.33
7/1/2017	\$ 19.03	\$ 5.59
7/1/2018	\$ 19.99	\$ 5.87
7/1/2019	\$ 20.99	\$ 6.16
7/1/2020	\$ 22.04	\$ 6.47
7/1/2021	\$ 23.14	\$ 6.80
7/1/2022	\$ 24.29	\$ 7.14
7/1/2023	\$ 25.51	\$ 7.49
7/1/2024	\$ 26.78	\$ 7.87

(C) A new section “Rate Outside the City,” Section 99.02A, is hereby added as follows:

99.02A RATE OUTSIDE THE CITY. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system outside the corporate limits of the City at the following rates:

Rates Based on Gallons used per month:

	First 2000 Gallons	Over 2000 Gals
Current	N/A	N/A
Upon Effective Date	\$ 32.88	\$ 9.66

7/1/2015	\$	36.17	\$	10.63
7/1/2016	\$	39.78	\$	11.69
7/1/2017	\$	43.76	\$	12.86
7/1/2018	\$	48.14	\$	14.14
7/1/2019	\$	52.95	\$	15.56
7/1/2020	\$	58.25	\$	17.11
7/1/2021	\$	64.07	\$	18.82
7/1/2022	\$	70.48	\$	20.71
7/1/2023	\$	77.53	\$	22.78
7/1/2024	\$	85.28	\$	25.06

SECTION 3: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council of the City of Van Meter, Iowa, on this 14th day of July, 2014, and approved this 14th day of July, 2014.

ALLAN ADAMS, MAYOR

ATTEST:

JAKE ANDERSON, CITY ADMINISTRATOR

Agenda Item #10 - Reports

Submitted for:
Information
Recommendation:

Sample Language:

- 1) *Parks and Rec*
- 2) *Library*
- 3) *Public Safety*
- 4) *Public Works*
- 5) *Attorney*
- 6) *Engineer*
- 7) *Administrator*
- 8) *Council*
 - Committees (Chair Listed First)
 - a. Public Works/Infrastructure – Sacker, Stump
 - b. Culture and Recreation – Tweed, Sacker
 - c. MAC – Sacker
 - d. School Board - Stump
 - e. Special Liaison Assignments or Ad-Hoc Committees
- 9) *Mayor*
 - a. Finance – Adams, Lacy, Peterson
 - b. Policy – Adams, Lacy, Peterson
 - c. Economic Development – Adams, Lacy, Tweed
 - d. Annexation – Adams, Lacy, Tweed
 - e. Public Safety – Adams, Stump, Sacker
 - f. EMA, E911 *Lacy Alternate

July 2014 stats for the Van Meter Public Library

980 items circulated (25 WILBOR)

901 patrons in to use a library service

3 home deliveries

Open Access 39 Rural Route 61

New Borrowers 4 (1 open access and 3 city)

205 reference and informational transactions

Deletes to SILO 0 Adds to SILO 450

Titles purchased 15 Donations 38

Fine \$8.15

Inter library loans 62 requests filled and 1 sent

Michelle has now entered 9,678 items into Surpass. Michelle still has a couple hundred titles that will take hand entry. She is working on those now and will be done in August.

We had two book clubs this past month.

Michelle continues to update our city face book and websites. Jolena continues to put weekly news in the county papers and the monthly newsletter.

The Summer Reading Program was a success. We had 100 kids and teens sign up. They read close to 3,000 hours this summer.

The following won prizes. Alyssa Belcourt, Nick Rasmussen, Colby Wemer, Tyler Coffie, Ben Adams and Lucas Dorr. Prizes totaled \$345.00.

We had another "Van Meter Visitor Festival" committee and we have a lot prepared for September 27th. RAYGUNshirts will be making our "Visitor" t-shirts. We have games, contests, food, prizes, author talks and walks planned. This will run from 3:00-10:30pm. Please plan to attend.

This past summer we had weekly science experiments and treats all from volunteers.

We also had a Bicycle Rodeo with the Safety Department on August 1st.

Agenda Item #11 - Adjournment

Submitted for:

Action

Recommendation:

Approval

Sample Language:

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

City Councilmember _____: *So Moved.*

City Councilmember _____: *Second*

City Clerk: *Lacy ___; Stump ___; Tweed ___; Sacker ___; Peterson ___;*

Mayor: *The meeting is adjourned. Thank you.*