

**-NOTICE OF A PUBLIC MEETING-**  
**Governmental Body: Van Meter City Council**  
**Date of Meeting: Monday, March 28, 2022**  
**Time/Place of Meeting: 6:00 p.m. – 910 Main Street**

Meeting Agenda:

1. Call to Order
2. Approval of Agenda
3. Closed Session- Statute 21.5(1)(c)
4. Action arising from closed session---potential action to ratify Settlement Agreement
5. Discussion and Possible Action regarding:
  - a. Residential TIF Policy
  - b. City Staff Pay
  - c. Water Hydrant Flushing
  - d. Permit Approval
  - e. Nuisance Abatement Procedure Ordinance
6. Discussion and Possible Action on Snow Removal Policy
7. Discussion and Possible Approval of the 28E Mutual Aid Agreement with De Soto
8. Discussion and Possible Action on Employment Offer for the position of Fire Chief
9. Adjournment

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## CHAPTER 50

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### NUISANCE ABATEMENT PROCEDURE

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50.01 Definition of Nuisance  
50.02 Nuisances Enumerated  
50.03 Other Conditions  
50.04 Nuisances Prohibited

50.05 Nuisance Abatement  
50.06 Abatement of Nuisance by Written Notice  
50.07 Municipal Infraction Abatement Procedure

#### **50.01 DEFINITION OF NUISANCE.**

Whatever is injurious to health, indecent, or unreasonably offensive to the senses, or an obstruction to the free use of property so as essentially to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance.

*(Code of Iowa, Sec. 657.1)*

#### **50.02 NUISANCES ENUMERATED.**

The following subsections include, but do not limit, the conditions that are deemed to be nuisances in the City:

*(Code of Iowa, Sec. 657.2)*

1. **Offensive Smells.** Erecting, continuing, or using any building or other place for the exercise of any trade, employment, or manufacture that, by occasioning noxious exhalations, unreasonably offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort, or property of individuals or the public.
2. **Filth or Noisome Substance.** Causing or suffering any offal, filth, or noisome substance to be collected or to remain in any place to the prejudice of others.
3. **Impeding Passage of Navigable River.** Obstructing or impeding without legal authority the passage of any navigable river, harbor, or collection of water.
4. **Water Pollution.** Corrupting or rendering unwholesome or impure the water of any river, stream, or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.
5. **Blocking Public and Private Ways.** Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, alleys, commons, landing places, or burying grounds.
6. **Billboards.** Billboards, signboards, and advertising signs, whether erected and constructed on public or private property, that so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof. **(See also Section 62.06)**
7. **Storing of Flammable Junk.** Depositing or storing of flammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the City, unless in a building of fireproof construction. **(See also Chapter 51)**
8. **Air Pollution.** Emission of dense smoke, noxious fumes, or fly ash.



9. Weeds, Brush. Dense growth of all weeds, vines, brush, or other vegetation in the City so as to constitute a health, safety, or fire hazard.

10. Dutch Elm Disease. Trees infected with Dutch elm disease. **(See also Chapter 150)**

11. Airport Air Space. Any object or structure hereafter erected within 1,000 feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.

12. Houses of Ill Fame. Houses of ill fame, kept for the purpose of prostitution and lewdness; gambling houses; places resorted to by persons participating in criminal gang activity prohibited by Chapter 723A of the *Code of Iowa* or places resorted to by persons using controlled substances, as defined in Section 124.101 of the *Code of Iowa*, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.

#### **50.03 OTHER CONDITIONS.**

The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other conditions that are deemed to be nuisances:

1. Junk and Junk Vehicles **(See Chapter 51)**
2. Storage and Disposal of Solid Waste **(See Chapter 105)**
3. Trees **(See Chapter 150)**

#### **50.04 NUISANCES PROHIBITED.**

The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in this chapter or State law.

*(Code of Iowa, Sec. 657.3)*

#### **50.05 NUISANCE ABATEMENT.**

Whenever any authorized municipal officer finds that a nuisance exists, such officer has the authority to determine on a case-by-case basis whether to utilize the nuisance abatement procedure described in Section 50.06 of this chapter or the municipal infraction procedure referred to in Section 50.07.

*(Code of Iowa, Sec. 364.12[3h])*

#### **50.06 ABATEMENT OF NUISANCE BY WRITTEN NOTICE.**

Any nuisance, public or private, may be abated in the manner provided for in this section:

*(Code of Iowa, Sec. 364.12[3h])*

1. Contents of Notice to Property Owner. The notice to abate shall contain: †<sup>3</sup>
  - A. Description of Nuisance. A description of what constitutes the nuisance.
  - B. Location of Nuisance. The location of the nuisance.
  - C. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
  - D. Reasonable Time. A reasonable time within which to complete the abatement.
  - E. Assessment of City Costs. A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against the property owner.



2. Method of Service. The notice may be in the form of an ordinance or sent by certified mail to the property owner.

*(Code of Iowa, Sec. 364.12[3h])*

3. Request for Hearing. Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

4. Abatement in Emergency. If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action that may be required under this chapter without prior notice. The City shall assess the costs as provided in Subsection 6 of this section after notice to the property owner under the applicable provisions of Subsections 1 and 2, and the hearing as provided in Subsection 3.

*(Code of Iowa, Sec. 364.12[3h])*

5. Abatement by City. If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk, who shall pay such expenses on behalf of the City.

*(Code of Iowa, Sec. 364.12[3h])*

6. Collection of Costs. The Clerk shall send a statement of the total expense incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

*(Code of Iowa, Sec. 364.12[3h])*

7. Installment Payment of Cost of Abatement. If the amount expended to abate the nuisance or condition exceeds \$500.00, the City may permit the assessment to be paid in up to 10 annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

*(Code of Iowa, Sec. 364.13)*

8. Failure to Abate. Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

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Notes

3 †**EDITOR'S NOTE:** A suggested form of notice for the abatement of nuisances is included in the Appendix of this Code of Ordinances. Caution is urged in the use of this administrative abatement procedure, particularly where cost of abatement is more than minimal or where there is doubt as to whether or not a nuisance does in fact exist. If compliance is not secured following notice and hearings, we recommend you review the situation with your attorney before proceeding with abatement and assessment of costs. Your attorney may recommend proceedings in court under Chapter 657 of the *Code of Iowa* rather than this procedure.



## 50.07 MUNICIPAL INFRACTION ABATEMENT PROCEDURE.

In lieu of the abatement procedures set forth in Section 50.06, the requirements of this chapter may be enforced under the procedures applicable to municipal infractions as set forth in Chapter 3 of this Code of Ordinances.



310 Mill Street  
P.O. Box 160  
Van Meter, Iowa 50261-0160

Telephone: 515-996-2644  
Fax: 515-996-2207  
[www.vanmeteria.gov](http://www.vanmeteria.gov)

## Policy Memo

### Snow Removal Policy

#### Background:

The City of Van Meter does not have a formal snow removal policy in place. It has been brought forward from Council for discussion that a snow removal policy be established. Through working with Pat Alexander, Department of Public Works Operator, the following policy was developed.

#### Policy:

The City of Van Meter will begin plowing major snow routes, including Mill, Elm, Main, Hazel, and R-16 as well as side streets at the snow depth guidelines of 2" with both trucks. These major snow routes are projected to be cleared in 2 hours after the event and 4 hours after the event for side streets. Dead ends and cul-de-sacs will be cleared after the major snow routes and side streets are completed and are projected to be cleared in 6 hours after the event. Alley ways are not cleared by the Public Works Department.

Snow depth for plowing is used as a guideline and may not be adhered to for every winter snow event. The Public Works Director will have discretion based on weather and pavement conditions during each event. Salt brine use, as well as salt and sand placement and use, will be at the Public Works Director's discretion.

Please see the attached document for Public Works Department plan of action during snow removal. This policy is subject to change, based on City of Van Meter developments and growth.

Policy adopted by Resolution 2022 - \_\_\_\_, on \_\_\_\_\_, \_\_\_\_ 2022.

\_\_\_\_\_  
Allan B. Adams, Mayor

\_\_\_\_\_  
Liz Thompson, City Clerk



## Snow Route

### Both Trucks

- Mill-Main, Main-Hazel, Hazel - De Soto RD, De Soto RD - Gravel and back
- Mill-Elm, Elm-Hazel, Turn Around Elm - East Across F-90 to Bulldog, back to Mills
- 4<sup>th</sup> AVE - Hazel, Hazel - F-90, Back to 4<sup>th</sup> AVE
- Van Buren - Feller Curve, Feller - Hazel and back
- Arlington - Lakeview, Lakeview - Division to Johnson Park and back
- Clean Dead Ends, Arlington, Lakeview, Park, Meyer Ct
- Brookview - Pine Ct, Pine Ct back to Brookview - Bike Path-4<sup>th</sup> AVE
- Elm - Wilson, Wilson - School, Back, Wilson - Grant, Grant - Pleasant, Back - Elm
- Elm - West, West - Grand, Grand - Pleasant, Back
- Elm - Ellis, Ellis - Locust, Back - Elm, Ellis - 2<sup>nd</sup> AVE, 2<sup>nd</sup> AVE - Hazel, Back to Elm
- Progress - Hazel, Progress - Pleasant, Pleasant - Locust, Back - Hazel
- Elm - Cross, Cross - Grant, Grant - Wilson, Back to Elm
- Elm - Virginia, Virginia - Grant, Back to Elm
- Main - Legion, East - Elm

### Public Works Operator Goes to Crestview

- Kelsey – Bulldog, Bulldog – Richland Road, Back
- Tracy – Katelyn, Katelyn – Winston Cir, Back
- Long

### Public Works Director clears:

- Downtown, Wilson – Grant
- Richland Cir, Cemetery and Rec Complex last

### Images of roads after plowing









# Snow Route #20

2021-2022







# Material Spreading Route #20



**Resolution #2022-\_\_\_**

“A Resolution to Adopt Snow Removal Policy”

**Whereas**, the City of Van Meter wishes to adopt policy outlining the process for establishing a snow removal process within corporate limits of the City of Van Meter, and

**Whereas**, the City Administrator has developed a policy memo to address the process for establishing utility connections outside of the corporate limits of the City of Van Meter, now

**Therefore**, be it resolved by the Van Meter City Council the policy memo entitled “Snow Removal Policy” is hereby adopted and in effect as of the date of this Resolution.

Passed and approved this 28<sup>th</sup> Day of March 2022.

\_\_\_\_\_ Mayor

ATTEST:

\_\_\_\_\_ City Clerk

RESOLUTION NO.

RESOLUTION APPROVING A 28E AGREEMENT, ESTABLISHING MUTUAL AID LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF DESOTO AND THE CITY OF VAN METER, IOWA AND AUTHORIZING LOCAL OFFICIALS TO PERFORM THEREUNDER.

WHEREAS, it is in the best interest of the City of DeSoto and the City of Van Meter to have a joint agreement for the purpose of providing mutual law enforcement services and

WHEREAS, the City Councils find it in the best interest of the residents of DeSoto and Van Meter to have an agreement in place to provide mutual aid law enforcement services to the citizens of both communities; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of DeSoto, Iowa and the City of Van Meter, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor of each community is directed to execute the agreement on behalf of the city.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mitch Crozier, Mayor City of Desoto

\_\_\_\_\_  
Allan Adams, Mayor City of Van Meter

ATTEST:

\_\_\_\_\_  
Marcia Thomas, City Clerk

\_\_\_\_\_  
Elizabeth Thompson, City Clerk

## Agreement

An agreement establishing mutual aid law enforcement services between the City of DeSoto, Iowa and the City of Van Meter, Iowa and authorizing local officials to perform there under.

**WHEREAS**, the City of DeSoto and the City of Van Meter, Iowa are so located that it is to the advantage of each to extend aid to the others in respect to law enforcement services, and

**WHEREAS**, it is recognized that the use of peace officers to perform police or peace officers' duties outside the territorial limits of the governmental unit where such personnel or officers are regularly employed may be desirable and imperative under certain circumstances to preserve and protect the public health, safety, welfare, and

**WHEREAS**, the City of DeSoto and City of Van Meter hereafter referred to as governmental agencies, deem mutual law enforcement services to be in the best interests of the communities, and



### 3 | 28E City of DeSoto & City of Van Meter, Iowa

**WHEREAS**, the undersigned governmental agencies desire to participate under a mutual aid law enforcement service plan with said other governmental agencies according to the terms and conditions hereinafter set forth, and

**WHEREAS**, said governmental agencies consider authority exists under Chapters 280 & 28E of the Iowa Code to enter into a mutual aid agreement to jointly perform the services hereafter enumerated:

**NOW THEREFORE IT IS AGREED** between the City of DeSoto and the City of Van Meter to participate in a program of mutual aid law enforcement services under the provisions of Chapter 28E of the Code of Iowa, in accordance with the following terms and conditions:

1. **Authorization** Each agency does hereby authorize and direct its police chief to enter a plan for automatic mutual aid for the purposes of all aspects of law enforcement services. Such plan shall include a mutually agreed upon schedule for law enforcement services that provides for the best law enforcement coverage of both communities based on staffing and duty needs. The police chiefs are authorized and directed to work together on all aspects of law enforcement to include but not limited to investigations, training, public relations, special projects etc.
2. **Power of Authority** Peace officers/employees who shall be commanded by their superior authority to maintain the peace or perform police duties or act in a law enforcement capacity outside the territorial limits of the unit which regularly employs such officers/employees shall be under the direction and authority of the local commanding officer of the governmental agency to which they are called to perform duties and shall be personnel of such governmental agency for purposes of final authority.

#### 4 | 28E City of DeSoto & City of Van Meter, Iowa

Police officers who are called to perform such services (except as provided in paragraph 5 hereof). They shall have all powers and authority of peace officers in such jurisdiction as provided by law, including the power of arrest and ability to enforce municipal codes.

3. **Compensation** Mutual aid law enforcement services shall be rendered without charge to a member of this agreement; provided, however, that as a result of having furnished aid, should the assisting governmental agency be required to seek assistance from another non-member governmental agency or authority, which imposes a charge for same, then in that event, the governmental agency originally seeking such aid shall reimburse the assisting governmental agency in an amount equal to the charge imposed upon the assisting governmental agency by the non-member authority assisting it.
4. **Rules and Regulations** The police chiefs of the member governmental agencies to the agreement shall establish uniform rules and regulations for giving and receiving aid, subject to the approval of the governing body of each member governmental agency. A copy thereof shall be filed with the clerk of each member governmental agency. The rules and regulations may be revised and amended from time to time by the police chiefs upon their unanimous agreement, subject to the approval of the governing body. Each revision or amendment shall be filed with the clerk of each member governmental agency to this agreement.
5. **Liability** All wages and disability payments, pension and workmen's compensation claims and benefits, damage to equipment and clothing, and medical expense and all other claims and benefits in connection with duties outside the jurisdiction in accordance with terms of this agreement shall be the responsibility of the governmental agency regularly employing such peace officers/employees.

6. Effective Date of Agreement This agreement shall become effective between governmental agencies upon the date of passage and execution by the last governmental agency which is a party to this agreement. The clerk of each member shall furnish the other member agencies copies of the resolution approving the agreement and authorizing execution, and a signed copy of the agreement shall be furnished to each party to the agreement.
  
7. Reservation to Recall The governmental agency herewith furnishing personnel and equipment to the other governmental agency or agencies in accordance with the terms of this agreement shall have the right to recall personnel and equipment while the same are in service with the governmental agency or agencies being assisted at any time the police chief or respective person commanding in their behalf determines that there is need for such personnel and equipment or part thereof, in the jurisdiction of the governmental agency furnishing the assistance. Upon notification of the police chief or of person commanding in their behalf, of the governmental agency being assisted, such police chief or commanding person shall release the personnel or equipment designated by the appropriate authority of the governmental agency furnishing the assistance either immediately or at such time designated by the authority of the governmental agency furnishing said assistance. The police chief or commanding person releasing such people and equipment shall order same to report at time and place designated by authority of the governmental agency requesting said release.



**6 | 28E City of DeSoto & City of Van Meter, Iowa**

8. **Termination** The agreement shall remain in full force and effect indefinitely until such time as a member governmental agency passes a resolution terminating this agreement, which date of termination shall not be less than thirty (30) days after the date of passage of such resolution.
9. **Financing** All financing will be handled by the individual agencies in the same manner for the respective expenditures for personnel and equipment as is now done independently, and no joint financing or manner of financing is necessary to be established by the terms of this agreement.
11. **Disposition of Property** It is not required to set forth a method or methods to be employed for disposition of property upon partial or complete termination, as hereinbefore authorized, for authorized, for the reason that all property will continue to be under the respective jurisdiction of the governmental agency owning same.
12. **Filing, Recording and Approval** this agreement shall be filed with the Secretary of State. That further, each member governmental agency to this agreement shall be responsible to obtain such approval on its behalf as may be required under chapter 28E of the 2013 Iowa Code, as amended.

**NOW THEREFORE IT IS AGREED**, between the City of DeSoto and the City of Van Meter, Iowa to participate in a program of mutual aid law enforcement under the provisions of Chapter 28E of the Code of Iowa, in accordance with the terms and conditions set in this document.

**7 | 28E City of DeSoto & City of Van Meter, Iowa**

This agreement filed and dated by the respective parties as follows:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**City of DeSoto**

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**City of Van Meter**

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Mayor

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City Clerk

**Resolution # 2022- "A Resolution Approving Personnel Transactions"**

WHEREAS, the City Administrator and Director of Public Safety recommends the following hires. NOW THEREFORE, be it resolved by the City Council of the City of Van Meter, Iowa that:

**Section 1.** The Director of Public Safety/Chief of Police may appoint Mark Schmitt to fill the position of part-time fire chief at \$25.00 per hour.

**Section 2.** As Van Meter ordinances require residency of the fire chief the council hereby waives that requirement for Mark Schmitt understanding that Mr. Schmitt will still respond to calls for service and complete the functions required of the position.

**Section 3.** All new hires are subject to a standard probationary period that shall be no less than ninety days but may be extended for a longer period as determined by the Director of Public Safety.

PASSED AND APPROVED this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Allan Adams, Mayor

ATTEST:

\_\_\_\_\_  
Liz Thompson, City Clerk



**Resolution #2022-\_\_\_\_\_**

“A Resolution Approving a 28E Agreement for Mutual Assistance with City of De Soto”

**Whereas**, the City of De Soto has created a 28E Agreement for Mutual Assistance for each communities respective jurisdictions, and

**Whereas**, the Van Meter Public Safety Department wishes to participate in said 28E agreement, and

**Whereas**, the Van Meter City Council supports the collaborative efforts to provide fire and EMS services, now

**Therefore**, be it resolved by the Van Meter City Council the 28E Agreement for Mutual Assistance with the City of De Soto is approved.

Be it further resolved that the Mayor, City Administrator and Director of Public Safety are authorized to execute said 28E agreement on behalf of the City of Van meter.

Passed and approved this 11<sup>th</sup> day of April 2022

\_\_\_\_\_ Mayor

ATTEST:

\_\_\_\_\_ City Clerk